
AGREEMENT

by and between the
SARATOGA SPRINGS CITY
SCHOOL DISTRICT

and

CSEA, Local 1000 AFSCME,
AFL-CIO



Saratoga Springs City SD Non-Teaching Employees Unit #8456
Saratoga County Educational Local 864

July 1, 2017 - June 30, 2021

PREFACE

"This Agreement, dated November 20, 2017, is between the Saratoga Springs City School District ("School District") and CSEA, Local 1000 AFSCME, AFL-CIO, Saratoga Springs Non-Teaching Employees Unit, Saratoga Educational Local 864 ("CSEA") for the period July 1, 2017 to June 30, 2021. It reflects changes to the 2013-2017 collective bargaining agreement as set forth in the Memorandum of Agreement dated May 8, 2017.

The parties also conducted a thorough review of the 2013-2017 collective bargaining agreement with the intent of producing this 2017-2021 collective bargaining agreement in a reorganized and clearer format. Thus, many sections of the 2013-2017 collective bargaining agreement were moved or modified to better reflect the organization of the terms and clarity of the language. Aside from changes resulting from the May 8, 2017 MOA, the movement or modification of language is not intended to alter its intent or meaning."

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GENERAL

**The General section of this contract
applies to ALL career families.**

ARTICLE I APPLICABLE LAW

The Public Employment Act, the other provisions of the Civil Service Law and the local policies of the Saratoga Springs City School District, hereinafter known as "the District", not inconsistent with said Act and the Civil Service Law shall govern the terms and conditions of this Agreement.

ARTICLE II RECOGNITION

Section 1. The employer recognizes the Civil Service Employees Association, Inc., Local 1000 AFSCME, AFL-CIO for the Saratoga Springs City School District Non-Teaching Employees Unit 8456 of the Saratoga County Educational Local 864 hereinafter known as C.S.E.A., as the sole and exclusive representative for all the employees in the unit described in Article III.

Section 2. The District shall deduct from the wages of employees and remit to the C.S.E.A., Inc., regular membership dues for employees who sign authorizations permitting such payroll deductions.

The District will deduct from the salary of employees in the bargaining unit who are not members of C.S.E.A. Local 864-8456 an amount equivalent to the dues levied by said Local, and shall transmit the sum so deducted to C.S.E.A., Inc., in accordance with Chapters 677 and 678 of the Laws of 1977 of the State of New York. C.S.E.A. affirms that it has adopted such procedure for refund of agency fee deductions as required in Section 3 of Chapters 677 and 678 of the Laws of 1977 of the State of New York. The provision of agency fee deductions shall continue during the term of this Agreement so long as C.S.E.A., Inc., shall maintain such procedure.

Section 3. The employer agrees that the Civil Service Employees Association, Inc., Local 1000 AFSCME, AFL-CIO for the Saratoga Springs School District Non-Teaching Employees Unit 8456 of the Saratoga County Educational Local 864 shall be the sole and exclusive representative for all employees described in Article III, for the purpose of collective bargaining and grievances during the period of this Agreement.

Section 4. The Saratoga Springs School District Non-Teaching Employees Unit 8456 of the Saratoga County Educational Local 864 will not engage in, authorize, encourage, either directly or indirectly, any concerted interruption of educational activities due to a cessation, withdrawal, or withholding of services in any manner or form either in whole or in part of members of the bargaining unit for any reasons, and no officer or representative of the Union or member of the bargaining unit shall be empowered to provoke, instigate, cause, participate in, assist, encourage or prolong any such prohibited activity.

Section 5. The parties agree to provide lines for authorized C.S.E.A. payroll deductions.

Section 6. CSEA / PEOPLE Deductions

The Saratoga Springs City School District ("District") and the CSEA Inc., Local 1000 AFSCME, AFL-CIO, Saratoga Springs City School District Unit of Saratoga County Education Local 864 ("CSEA") hereby agree to deduct from CSEA members an amount of money over a twenty-check pay period per school year as per the written consent of the CSEA member to CSEA/PEOPLE (Public Employees Organized to Promote Legislative Equality) effective September 1, 2006.

It is understood that the following steps will be implemented:

1. CSEA will be responsible for sending information to their members and collecting deduction authorization forms from their members.
2. Once the forms are received by the District's Payroll Office, the total fiscal amount will be withheld by twenty deductions from checks issued between September and June.
3. In the event that a CSEA member resigns or retires during the school year and receives a partial check, the full bi-weekly deduction will be withheld if the gross pay exceeds the amount of the deduction. If the bi-weekly salary does not support the bi-weekly deduction, there will be no deduction. Any missed deductions will be the CSEA member's responsibility to pay.
4. The Payroll Office will collect and remit the payroll deductions to CSEA headquarters. The Payroll Office will provide the local CSEA designee with a copy of the remittance, if CSEA places the request in writing.

ARTICLE III COLLECTIVE BARGAINING UNIT

This unit, properly recognized by resolution by the Saratoga Springs City School District, shall consist of all non-teaching employees exclusive of the chief executive officer, administrative personnel, others appointed to management confidential positions, casual and temporary employees.

ARTICLE IV COMPENSATION

Section 1. Each eligible employee shall be paid a wage and salary increase which reflects an increase in their individual hourly rate of \$1.25 per hour effective July 1, 2017; a 3.25% increase effective July 1, 2018; a 3.25% increase effective July 1, 2019; and, a 3.25% increase effective July 1, 2020.

Those members in the titles of Building Maintenance Mechanic Supervisor, Building Maintenance Mechanic, Building Maintenance Worker, Groundskeeper Supervisor, and

Groundskeeper shall have their hourly rates increased by ten percent (10%) effective July 1, 2017. This increase is in lieu of and not in addition to the \$1.25 per hour increase set forth above which shall not be added to their hourly rates.

The member in the title of School Bus Driver/Cleaner shall have his hourly rate increased by \$1.00 per hour in addition to the \$1.25 per hour increase set forth above.

Except as otherwise specifically set forth in the Memorandum of Agreement there are no additional increases to any compensation or payment provisions.

Section 2. Appendix A, the entry level salaries for each position, shall be adjusted each year by the same percentages as above (set forth in Article IV, Section 1).

Section 3. Effective September 1989, a contractual pay plan for all part-time District employees was implemented. This plan is based on the number of Board of Education approved hours x number of days worked per year x the hourly rate of pay. This annual salary is divided over a 21 or 25 pay check period from September through June. Days worked beyond the contracted number of days will be paid in a paycheck in June or July provided appropriate documentation, i.e., signed and approved time record, is submitted. To be eligible for this pay plan all C.S.E.A. members must keep a minimum of three (3) usable sick/personal days in their sick/personal account. If a member drops below this minimum, the member's pay will be converted to a two-week lag payroll which requires the member. This option is first available to members on the July 1st first following their initial date of hire and they will be paid by the hour on a weekly payroll up to that point.

ARTICLE V WORKDAY, WORKWEEK

Section 1.

A. It shall be the intent of the School District that the work day and/or work shift shall not be changed for the purpose of circumventing the payment of overtime.

B. It is understood that work schedules may be changed for training days and/or staff development days only and overtime provisions are not applicable.

Section 2. All employees who work from September through June and who are included in the following job titles and appointed by the Board of Education on or after January 1, 1992, will be guaranteed 180 days of work during the school calendar year, and they will be compensated for any days worked beyond the 180 days. Adjusted

compensation will be made in June, if possible, of each year for each day worked beyond the 180 days.

Clerk
Stenographer
Senior Typist
Keyboard Specialist

Cleaner
Food Service Cashier
Food Service Helper
Senior Food Service Helper

Licensed Practical Nurse
Teacher Aide
HDCP Student Interpreter
Teaching Assistant
School Bus Driver

Motor Vehicle Operator (School Lunch)
School Monitor
Certified Physical Therapist Assistant
Certified Occupational Therapist Assistant
School Bus Driver Assistant

Applicable longevity for said employees will be pro-rated.

Sick and personal time will follow contractual guidelines.

Section 3. The District will secure substitutes for all C.S.E.A. staff in school buildings except for staff who are in the School Lunch Department, the School Facilities & Operations Department, and the Transportation Department.

Section 4. In the event of a weather-related delay or closing, CSEA employees, other than those designated by the Superintendent or designee as essential to be on site, will be granted one hour delay in arrival time without penalty. Those employees required to report on time will be paid for one additional hour of work. Essential employees include the titles of head custodian, custodian, maintenance mechanic, maintenance worker (laborer), groundskeeper, transportation mechanic, school bus driver/cleaner, and food service personnel.

On occasion, the Superintendent will close all operations for all or part of a day, except for those required to deal with the emergency. Those employees who are required to work will be granted equivalent compensatory time to be used at a future date with supervisor approval. Those employees who used personal or sick leave during that day will be charged only for the time the District was open.

ARTICLE VI HOLIDAYS

There shall be twelve (12) paid holidays. The holiday schedule shall be developed by the Administration following consultation with the Association President. Twelve-month employees and cooks shall be eligible for holiday pay.

ARTICLE VII VACATION AND GENERAL LEAVE POLICIES

Policy on Leave. Leave as authorized shall continue to be granted to each employee currently receiving leave benefits.

Section 1. Vacation

Vacation shall be governed by the School District, school year effective July 1st through June 30th. Twelve month employees are eligible for vacation leave.

A. The vacation schedule will be as follows for employees hired on or before June 30, 2013:

From 6 months through 17 months service	5 days
From 18 months through 24 months	10 days
After 3 years of service	11 days
After 4 years of service	12 days
After 5 years of service	13 days
After 6 years of service	14 days
After 7 years of service	15 days
After 8 years of service	16 days
After 9 years of service	17 days
After 10 years of service	18 days
After 11 years of service	19 days
After 12 years of service	20 days
After 20 years of service	21 days
After 23 years of service	22 days
After 25 years of service	23 days

B. The vacation schedule will be as follows for employees hired on or after July 1, 2013:

From 6 months to 23 months of service	5 days
After 2 years of service	10 days
After 5 years of service	11 days
After 7 years of service	12 days
After 9 years of service	13 days
After 10 years of service	15 days
After 11 years of service	16 days
After 12 years of service	17 days

After 13 years of service	18 days
After 14 years of service	19 days
After 15 years of service	20 days
After 20 years of service	21 days
After 23 years of service	22 days
After 25 years of service	23 days

C. Vacation must be requested and approved by the employee's supervisor in advance of the employee taking vacation leave. With the Supervisor's approval, vacation may be taken by an employee during the school year when school is not in session and/or when it will not interfere with the necessary operation of the department. Employees may not take more than fifteen (15) days of vacation during the summer unless approved by the employee's supervisor. Employees are not allowed to take vacation time the first day of summer recess or the last two weeks of summer recess.

D. Employees who have completed at least five (5) years of continuous service with the District and who move from a ten-month to a twelve-month position shall be credited with five vacation days, pro-rated in whole months (1/12) based on the time of the year the change is made.

When an employee begins employment after July 1st, vacation will be pro-rated as follows: number of days to which employee is entitled divided by twelve (12) months multiplied by the number of months to be worked through the following June.

Section 2. Bereavement Leave (with pay) for all CSEA members.

A. Bereavement leave (not chargeable against an employee's personal leave limit) shall be granted up to three days prior to or after the day of the burial of any member of the family of an employee. For purposes of this contract, "member of the family" shall include spouse, son or daughter, brother or sister, mother or father, employee's grandfather or grandmother, mother-in-law or father-in-law, grandchild, sister-in-law or brother-in-law, daughter-in-law or son-in-law, grandmother-in-law, grandfather-in-law, employee's aunt or uncle, niece or nephew or other persons residing in the household.

B. Should the employee continue to be incapacitated by emotional stress following the burial of the family member, sick days may be used.

C. In the event that burial is delayed due to circumstances beyond the employee's control, the employee shall notify the District's Personnel Development Office that the employee will:

- a. Use one (1) or two (2) days immediately and hold one (1) day for when the burial occurs; or,
- b. Use one (1) day immediately and hold two (2) days for when burial occurs.

The employee will notify the Personnel Development Office of this decision the same day that the employee returns to work from the bereavement leave.

Section 3. Leave Without Pay

- A. Leave (without pay) for a short duration, (1 – 10 workdays) may be granted at the discretion of the Director of Personnel Development.
- B. The Superintendent shall report to the Board for special action each case of extreme hardship for which these leave provisions are not adequate.
- C. Long term leaves of absence (11 workdays to one year) will be granted without pay only by special action of the Board, and with the understanding that at the expiration of the leave period, the employee will return to the position held at the time of the leave, if the position still exists, or the employee will be placed in a similar position if a vacancy exists at the time of the scheduled return from the leave of absence.
- D. When an employee fails to return to work on the first regularly scheduled work day, upon expiration of the approved leave, and an extension is not made on or before the expiration of the approved leave, it will be assumed the employee's intention is not to return, and the employee's employment will be automatically terminated, effective the first regularly scheduled work day.

In the event that there is no Board meeting scheduled prior to the expiration of the employee's leave, the leave may be extended at the next regular Board of Education meeting, providing necessary documentation is received from the employee.

A person designated by the employee can respond on behalf of the employee who is on leave to avoid termination.

Section 4. Extended Disability Bank

Effective July 1, 1981, a sick leave bank was established for employees covered hereunder who are physically disabled for an extended period during the school year for 10 month/180 day employees and during the July 1 – June 30 work year for 12-month employees. Such

bank shall be made up of sick leave days provided under Article XX Section 3 , Article XXVI, Section 2, and Article XXXII, Section 1 from which an employee must contribute one sick leave day at the end of a school year when the number of days within the bank is diminished to the number of employees of record. This replenishment shall occur on the July 1st following, up to the prescribed maximum. The bank shall be at maximum when the number of days equals twice the number of unit employees as of June 30.

An employee must contribute one sick leave day at the end of a school year when the number of days within the bank is diminished to the number of employees of record. This replenishment shall occur on the July 1st following, up to the prescribed maximum. The bank shall be at maximum when the number of days equals twice the number of unit employees as of June 30.

The granting of such extended leave benefit shall be subject to the following conditions:

- a) The employee's accumulated sick leave is exhausted.
- b) The employee satisfies a five (5) unpaid working day waiting period after the exhaustion of the accumulated sick leave.
- c) The employee provides medical evidence acceptable to the District of the extended nature of the disability. The District may require an examination by another physician.
- d) Individual withdrawals shall be limited to the equivalent number of accumulated sick days in the employee's account at the end of the school year preceding the disability.

The District reserves the right to withhold such extended leave benefit when:

- a) The employee cannot continue to provide medical evidence acceptable to the District of the continuation of the disability when requested to do so by the District.
- b) The employee may qualify for disability retirement under either any public retirement system or Social Security.

It is understood that the term "days" as used hereunder are days contributed to and drawn from the bank in accordance with the individual employee's regular work day hours.

School bus drivers, school bus driver assistants and school bus mechanics will participate effective July 1, 2004.

Section 5. Family Medical Leave Act (FMLA)

The District agrees to provide Family Medical Leave Act provisions for all qualified members of the unit in accordance with applicable law.

ARTICLE VIII PENSIONS AND HEALTH INSURANCE PLANS

Section 1. Pensions All legally eligible employees of the District who may be members of the New York State Employee's Retirement System or New York State Teacher's Retirement System shall have their contributions fully deducted by the District as governed by ERS/TRS.

Effective July 1, 1981, the District adopted Plan 75G (with option 60-b) for eligible employees covered hereunder. Effective July 1, 1988, the District adopted Plan 75i (with options 60b and 41j).

Section 2. Health Insurance

A. Effective July 1, 2017, or as soon thereafter as can be implemented with an open enrollment period, the "base plan" made available to eligible employees will be the Alternative PPO plan provided by the WSHWE BOCES Health Insurance Trust ("Trust"). The health insurance contribution of a member as set forth in this Agreement shall apply to this base plan. Any member selecting a more expensive plan (e.g. PPO, CDPHP, MVP, etc.) shall pay 100% of the difference in premium between the base plan and the higher cost plan in addition to their required contribution to the base plan. Any member selecting a plan less expensive than the base plan shall pay their employee contribution towards that plan. The intent of this provision is that the District's contribution towards employee health insurance shall not exceed its contributions towards the base plan.

B. Employees who work a minimum of 30 hours a week and hired on or after 7/1/06 shall be eligible for health insurance benefits. The coverage shall take effect on the first of the month following their Board approved hire date, or as soon thereafter as a plan permits. These newly hired employees shall enroll in Blue Cross/Blue Shield Medical and Blue Cross/Blue Shield Drug Plans offered by the WSWHE Trust when available and they are not eligible for Open Enrollment in any other health plan. The employee will contribute 20% for family or two-person and 10% for individual of the base plan as outlined in Section 2.A. of this Article.

C. Effective July 1, 2013, the Empire Blue Cross Matrix Plan shall no longer be available to any members of the bargaining unit. Those members that had previously been

enrolled in the Empire Blue Cross Matrix plan shall be permitted to enroll in any other plan offered by the District

D. Effective July 1, 2013, or as soon as thereafter as may be implemented, the district shall offer the high deductible health insurance plan offered by the WSHWE BOCES consortium.

E. The District's contribution to any HMO plan premium will not exceed the amount paid for the existing health insurance plan in effect for the duration of this contract. HMO premiums in excess of the existing health insurance plan shall be absorbed by the employee through payroll deductions, if any plan's premium is higher than the Blue Cross/Blue Shield PPO.

F. In the event that federal or state legislation rules and/or regulations issued in relation to the Patient Protection and Affordable Care Act ("PPACA"), the Health Care and Education Reconciliation Act of 2010 ("HCERA") and/or any other legislation, rule or regulation impact in any way the health insurance plans, costs or benefits provided for in this Agreement, either party may reopen negotiations on the issues of wages and health care, upon ten (10) days written notice. The parties hereby agree that, while negotiations are pending, the District may implement changes necessary to comply with federal and/or state laws, rules, and regulations after prior written notice to CSEA.

Section 3. Dental Insurance

A. The District agrees to offer all CSEA employees (including bus mechanics, bus drivers, and bus attendants) who regularly work a Board of Education approved thirty (30) hours or more per week the CSEA family dental plan which is offered through the CSEA Employee Benefit Fund. Such coverage is fully paid by the District. For the purpose of determining if bus drivers and bus attendants satisfy the weekly hours requirement, only block hour assignments shall be considered and not any extra run or other assignments.

B. When husband and wife are employed by the District, one employee will waive the dental plan. If, for any reason, the employee who has waived the dental plan is no longer covered by the spouse's plan, (s)he will be reinstated in the appropriate plan on the first of the month following the loss of coverage.

C. The District shall also allow all other employees not covered under A of this section to purchase coverage through the CSEA Family Dental Plan offered by the Employee Benefit Fund. The employees who choose such coverage shall be allowed to use payroll deduction to purchase this plan at full cost to the employee and the District shall transmit payments to the EBF for the employee.

Section 4. Providers

The District reserves the right to contract for the benefits provided under Section 2 and 3 through a carrier other than that currently designated. In the event of a change in the insurance carrier, such change shall not be made unless the District has provided the C.S.E.A. with at least sixty (60) days written notice. Such change is also subject to consultation and agreement between the District and the C.S.E.A. solely on the matter of equality of benefits. (The term "carrier" shall include the District under any self-insurance plan or any private carrier approved and licensed by the Insurance Department of the State of New York.) The benefits provided by the new carrier shall be substantially equal to or better than the benefits provided by the coverage in effect at the time of such change.

Section 5. Employee Deductions for Premiums

For 10-month employees, their health insurance premium contributions for the plan year of July 1 – June 30 shall be deducted evenly over the 10-month school year of September 1 through June 30 by the number of paychecks elected (i.e. 21 or 25 checks). In the event an employee does not complete a full year, any amount due for premiums for the prior July and August will be deducted from any final pays.

Section 6. Section 125 Plan (Flexible Spending Account)

The District shall provide a full cafeteria plan under IRS Code Section 125. Effective July 1, 2017, the District shall pay the administrative costs for all CSEA members who enroll in the plan. Such plan will permit employee contributions for employee health insurance premiums, unreimbursed medical and dental expenses, and allowable child-care expenses, etc., in before tax dollars consistent with any applicable IRS law, rule, or regulation, as may be amended. In accordance with the IRS option to enable plan participants to carryover up to \$500 of unused funds for qualifying medical expenses from one plan year to the next, the maximum \$500 carryover option will be incorporated into the plan subject to any applicable IRS law, rule, or regulation, as may be amended.

ARTICLE IX CAREER OPPORTUNITIES

Section 1. Vacancies

A. As a vacancy occurs within a department and the District deems it necessary to fill such vacancy, a notice will be posted that the vacancy exists on a special bulletin board provided for C.S.E.A. employees. Employees within the job title in which the vacancy

exists shall have first option to apply for such position. If the vacancy is not filled from within the department, employees in the other departments shall be given the opportunity to apply for the job. A five (5) day posting notice of vacancies shall be in effect.

If a vacancy occurs in a position during the Summer, a notice of such vacancy (or new position) shall be posted for a five (5) day period and a copy of said posting shall be mailed to the C.S.E.A. President or his/her designee.

B. Selection of employee applicants will be based on seniority and qualifications (meaning more than satisfying the "minimum qualifications" for a position provided they are job related) to be determined by the District or its representatives, which shall consist of no less than two members. In the event that the employee's application is denied for any reason, said employee shall be notified by the District or its representative in writing of the status of the application. This provision only applies to lateral transfers and is not applicable to promotional positions. An employee bidding on a position with a documented history of performance issues (as reflected in more than one document such as an evaluation, counseling memo, or discipline), may be denied such bid notwithstanding any seniority.

C. The District shall have the right to involuntarily transfer an employee with documented work performance issues to an open position of the same or different shift after first posting and bidding an open position (meaning an employee can be involuntarily transferred after all posting and bidding is completed to an open position that was not bid upon).

D. A probationary employee who is selected to fill a vacancy within a department must, at the discretion of the District, serve his/her probationary period prior to moving to fill that vacancy. Upon the successful completion of the probationary period by the probationary employee, the employee shall be moved to fill said vacancy.

Section 2. Monetary Advancement

Monetary advancement within a career family will result in an annual base salary increase of at least six hundred and fifty dollars (\$650). Under no circumstances will an employee experience a reduction in his/her base hourly rate of pay for lateral or promotional opportunities within a career family.

ARTICLE X SENIORITY

Section 1. Seniority

Employee seniority shall commence on the date of his/her hiring by the employer. The application of this section shall be governed by the Civil Service Rules and Regulations.

Employees hired on or before January 1st shall be eligible for salary adjustment, longevity and vacation schedule benefits on the following July 1st.

Section 2. Layoff and Recall to Follow Civil Service Rules and Regulations

A. In the event of a reduction in work force, provisions of the Civil Service Law shall apply. If in the competitive class, employees shall be laid off in the inverse order of their seniority and be placed on a Civil Service preferred recall list, such list to remain in effect for four (4) years. If in the noncompetitive class, employees shall be laid off in the inverse order of their seniority and be placed on a preferred non-competitive recall list, such list to also remain in effect for four (4) years.

B. Employees who are laid off due to a reduction in workforce shall receive at least thirty (30) calendar days' notice.

C. When an employee is notified of layoff, he/she shall be permitted to accept any position he/she is able to perform provided a vacancy exists at the time of the layoff.

D. Recall of employees laid off by a reduction in work force shall be in the order of their seniority from the appropriate preferred list. Notice of recall shall be by certified mail to the last known address

E. An employee shall be dropped from the recall list if he/she does not respond to the employer within five (5) days after either receipt of notice of recall or proof of non-delivery.

This seniority shall be mutually developed by the District and the C.S.E.A.

ARTICLE XI TENURE

1. All employees, other than competitive employees governed by Municipal Civil Service Rule XIV, shall receive tenure after they have successfully completed a probationary period of 130 work days.
2. Once tenured, all employees (except Teaching Assistants) are covered by the provisions of Civil Service Law Sections 75 and 76.
3. Teaching Assistants are covered by the applicable provisions of the Education Law, e.g. Sections 3031 and 3020a, concerning their probationary appointment and rights regarding discipline.
4. The above provisions do not affect the District's rights concerning abolishing positions or layoffs of employees.
5. The parties subscribe to the concept of progressive discipline. Progressive discipline may not apply where the Employee's acts create a danger to the health, safety, or welfare of the staff, students, and/or general public, create a danger to property, or are of a serious nature.
6. Any employee who is interviewed as a potential target of discipline shall have the right of union representation in such interview and shall be informed in advance of the interview of such right. The form attached as Appendix "C" will be provided to an employee to indicate his/her wishes regarding union representation. If an employee refuses to sign, a CSEA representative will be asked to witness the employee's refusal to sign the form. The completed form will be maintained for future reference.
7. Investigations into alleged employee incompetency or misconduct will be undertaken promptly and confidentially to the extent possible. All parties involved in the investigation will cooperate fully with the District to resolve the matter as quickly as possible.
8. Forms of Disciplinary Steps For Matters deemed to be subject to progressive discipline:
 - a. The first formal disciplinary step shall be a verbal warning from the employee's immediate supervisor describing the incident, specific deficiencies and the steps necessary to return to a satisfactory level of performance. Notes from the disciplinary meeting shall

be kept in the supervisor's files. A memo or e-mail will be sent to the employee documenting the fact that the meeting was held, stating the reason for the meeting, and noting any decisions or conclusions that resulted from the meeting.

b. After the employee has received one (1) verbal warning, any additional incidents shall result in a written letter of counseling. This letter shall be filed in the employee's personnel file. The employee shall acknowledge receipt of the written counseling by signing and dating the original notice. The employee shall have the right to write a letter in response to the counseling, which shall be attached to the written counseling in his/her personnel file.

c. After the employee has received both a verbal and written warning from the immediate supervisor, the employee may be suspended without pay for up to a maximum of three (3) days without recourse to Section 75 and 76 by the Superintendent of Schools or his/her designee by written notice to the Employee.

d. Within ten (10) days after the proposed penalty and upon the employee's written request, the Superintendent and/or his/her designee will meet with the employee, his/her union representative if requested, and the employee's supervisor to review the case and the penalty to give his/her final determination.

e. Additional incidents may result in further disciplinary action, up to and including dismissal, subject to Sections 75 and 76.

This article does not, however, include employees who can no longer qualify for their jobs.

ARTICLE XII GRIEVANCE PROCEDURE

In order to establish a more harmonious and cooperative relationship between C.S.E.A. personnel, administrators, and members of the Board of Education which will enhance the educational program of the Saratoga Springs City Schools, it is hereby declared to be the purpose of these procedures to provide a means for orderly settlement of differences, promptly and fairly, as they arise and to assure equitable and proper treatment of non-teaching personnel. The provisions shall be liberally construed for the accomplishment of this purpose.

Section 1 Definitions

A. C.S.E.A. personnel shall mean all employees in the bargaining unit.

- a. The Union shall mean CSEA, Inc., Local 1000 AFSCME, AFL-CIO
- B. Administrator shall mean any person responsible for or exercising any degree of supervision or authority over non-teaching personnel.
 - a. Chief Administrator shall mean the Superintendent.
 - b. Immediate supervisor shall mean the administrator to whom the non-teaching employee is directly responsible.
- C. Representative shall mean the person or persons designated by the aggrieved person as his or her counsel or to act on his or her behalf.
- D. A grievance shall mean any claim of an alleged violation, misinterpretation or inequitable application of a specific article or section of this Agreement.

Section 2 Preparation Processing

- A. The "Statement of Grievance" signed by the grievant shall include the name of position of the party involved, the date of the incident which gave rise to the grievance, shall state the facts giving rise to the grievance, shall identify all provisions of contract, and shall indicate the relief sought.
- B. If a grievance affects a group of employees, it may be submitted by the Association directly at Step 2 described below; and a grievance may be filed by the Board directly at Step 3.

Section 3. Procedures

A. Step 1 Initial Stage

Within fifteen (15) working days of the incident which the employee knew or should have known gave rise to the grievance, the grievant will present the "Statement of Grievance" to the immediate supervisor and send a copy to the Director for Personnel Development and a copy to the CSEA Unit President. Within ten (10) working days after presentation of the "Statement of Grievance", the supervisor shall give his/her answer in writing to the grievant.

B. Step 2 Chief Administrator

a. Within five (5) working days after a determination has been made at Step 1 (if the grievance is not resolved), the aggrieved person shall make a written request to the Chief Administrator or his/her designee with a copy to the CSEA Unit President and a copy to the immediate supervisor and Director for Personnel Development for review and determination. If the Chief Administrator designates a person to act in his/her behalf, he/she shall also delegate full authority to render a determination in his/her behalf. The Chief Administrator or his/her designee shall notify all parties concerned in the case of the time and place when an informal hearing will be held where such parties may appear and present oral and written statements supplementing their position in the case. Such hearing shall be held within ten (10) working days of receipt of the written request.

b. The Chief Administrator or his/her designee shall render his/her determination within ten (10) working days after the written statements have been presented.

C. Step 3 Arbitration Stage

a. If a grievance is not resolved at Step 2, the Union, upon written notice to the District, may submit the grievance to arbitration within fifteen (15) days.

b. Within five (5) working days after such written notice of submission to arbitration, the Chief Administrator and the Union will agree upon a mutually acceptable arbitrator competent in the area of the grievance, and will obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such commitment within the specified period, a request for a list of arbitrators will be made to the American Arbitration Association by either party. The parties will then be bound by the rules and procedures of the American Arbitration Association in the selection of an arbitrator.

c. The selected arbitrator will hear the matter promptly and will issue his/her decision no later than thirty (30) calendar days from the date of the close of the hearing, or if oral hearings have been waived, then from the date the final statements and proofs are submitted to him/her. The arbitrator's decision will be in writing and will set forth his/her findings of fact, reasoning and conclusions of the issues.

d. The arbitrator's award will be final and binding on the parties.

Section 4 Powers of the Arbitrator

It shall be the function of the arbitrator, and he/she shall be empowered except as his/her powers are limited below, after due investigation, to make a decision on cases of alleged violation of the specified articles and sections of the Agreement.

- A. He/she shall have no power to add to, subtract from, disregard, alter or modify any of the terms of this Agreement.
- B. He/she shall have no power or authority to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this Agreement.
- C. He/she shall have no power to rule on any of the following:
 - a. The termination of services of any probationary employee.
 - b. Any matter in this contract subject to Section 75 and 76 of the Civil Service Law.
- D. The fees and expenses of the arbitrator shall be shared equally by the District and the Union. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expenses of the witnesses called by the other.

Section 5 Basic Principles

- A. It is the intent of these procedures to provide for the orderly settlement of difference in a fair and equitable manner. The resolution of a grievance at the earliest possible stage is encouraged.
- B. A C.S.E.A. unit member shall have the right to present grievances in accordance with these procedures, free from coercion, interference, restraint, discrimination, or reprisal.
- C. A C.S.E.A. unit member shall have the right to be represented at Steps 1 and 2 of the procedure by a designated or elected C.S.E.A. representative or by a representative of his/her own choosing, but no other employee organization may institute a grievance or represent an employee in the processing of a grievance. A representative who is not designated by the Union or elected by the CSEA personnel shall have no power to change the terms and conditions of the Agreement without the Union's approval at Steps 1 and 2. The Union is the only body that can make the decision to appeal a grievance to arbitration.

at Step 3 based on the merits of the grievance once a CSEA unit member has requested this of the Union in a timely manner.

D. A C.S.E.A. unit member and his/her representative, if a school employee, shall be allowed such time off from his/her regular duties as may be necessary for the processing of a grievance under the procedures without loss of pay or vacation or other time credits. However, every attempt will be made to prepare and process grievances before or after work or during the grievant's and/or representative's lunch or break periods.

E. Each party to a grievance shall have access at reasonable times to all written statements and records pertaining to such case.

F. All hearings shall be confidential.

G. It shall be the responsibility of the Chief Administrator 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.

ARTICLE XIII RECIPROCAL RIGHTS

The employer recognizes the right of the employee to designate representatives of the Civil Service Employee's Association, Inc. to appear on his/her behalf to discuss salaries, working conditions, grievances and disputes as to the terms and conditions of this contract and to visit employees during working hours as long as the visit does not interfere with the orderly performance of required duties.

Section 1. The employer shall so administer its obligation under this Contract in a manner which will be fair and impartial to all employees and shall not discriminate against any employee for reasons designated by law.

Section 2. The Saratoga Springs City School District Non-Teaching Employees Unit of the Saratoga County Educational Chapter C.S.E.A., Inc., shall have the right to post notices and other communications on bulletin boards maintained on the premises and facilities of the employer, subject to the approval of the contents of such notices and communications by the District or its designee.

Section 3. Employees who are not designated by the Union or elected as representatives of the Union for the purpose of adjusting grievances or assisting in the administration of this Contract shall conduct business on their own time. However, in the

event that this is not possible, this time may be permitted upon request to the Chief Administrator.

ARTICLE XIV DUTIES & OBLIGATIONS

Adhering to the principal that duties and obligations come with rights and privileges, the C.S.E.A. agrees to do its utmost to see that its members perform their respective duties in the District loyally, efficiently, and continuously under the terms of this Agreement. The C.S.E.A. and its members will use their best endeavors to protect the interest of the School District, the citizens, to conserve its property and give service of the highest quality. A total of eight (8) days will be granted to official delegates to attend the C.S.E.A. annual convention, related C.S.E.A. workshops, and C.S.E.A. reasonable and necessary meetings, with prior approval of the C.S.E.A. President and the Director for Personnel Development, with no loss of salary or personal time.

ARTICLE XV LIAISON

Section 1. A committee shall meet with the Superintendent and other such administrators as he/she may designate at mutually agreeable times during the school year to review and to discuss policies and items of mutual concern. Agenda items covering those matters to be discussed shall be exchanged at least three (3) working days before said meeting. Cancellation of a meeting so arranged will be by mutual agreement.

Section 2. A committee of not more than five (5) persons designated by the Association may meet with one (1) or more members of the Board of Education and the Superintendent at least twice during the school year to review and to discuss current school district policies. Such meetings will be scheduled through the Superintendent. An agenda for such meeting shall be submitted to the Board President and the Superintendent at least six (6) days in advance of such meeting and copies of such agenda distributed to the parties. Such meeting may be adjourned or cancelled by mutual consent. These meetings will usually be limited to one and one-half (1 1/2) hours.

ARTICLE XVI GENERAL

Section 1. Daytime employees who are required to be on jury duty will receive their daily compensation, less the amount received for serving on the jury. Employees working the second or third shift who are required to be on jury duty will receive their daily compensation, less the amount received for serving on jury duty. Any third shift employee called to serve jury duty shall be excused from either their shift immediately preceding the start of jury duty or the shift immediately subsequent to jury duty, with the particular shift selected by the employee's supervisor.

Section 2. All 180-day employees will be compensated on "snow days" and when school is called off due to an emergency, if they are directed to report to work by the administration and so report to work. Conference days are considered regular work days for all 180-day/10-month employees.

Section 3. No information related to an employee's conduct shall be placed in the employee's file without such employee receiving a copy of the report. The employee shall have the right to respond to such material placed in the file on or after said date and said response will be placed in the file. Each employee, upon request, shall have the right to inspect such files at any time upon one (1) weeks' notice. It is agreed that pre-employment material shall not be available for employee review.

Section 4. Employees required by the District to attend workshops or seminars shall suffer no loss in pay and shall be reimbursed for authorized and reasonable expenses.

Section 5. Effective July 1, 1998, with prior approval from the immediate supervisor, the Assistant Superintendent for Business and the Director for Personnel Development, the District will reimburse employees the cost of tuition for job-related training when a "B" average is attained. BOCES Adult Education courses and other adult education courses related to the job may be considered for reimbursement. If the request is denied, the employee may appeal to the Superintendent. This section is not subject to the grievance procedure.

Section 6. Retirement Increments

\$600 for final year after 20 years of service.

Pro-rating of Retirement Incentive

All employees who became eligible for the retirement incentive shall have said increment pro-rated on the basis as the formula used for pro-rating longevity.

Section 7. Mentoring

Upon request of the supervisor or employee, a CSEA employee who is newly hired by the District as a member may be assigned a mentor during their probationary period. Such mentor shall:

1. Hold the same title or one similar to that of the new employee;

2. Have successfully completed their probationary appointment and be recommended by their supervisor as an appropriate mentor;

3. Be willing to serve as a mentor, with the understanding that mentoring may take place during the contract work day as approved by supervisors as well as outside the contract work day; and,

4. A maximum of twenty (20) hours outside the contract work day will be compensated to both the mentor and the mentee once the mentoring experience is complete. In order to receive such compensation, the mentor and mentee must submit a record of time spent, topics covered, and achievements accomplished to the Personnel Development Office within two weeks of completion (form to be agreed upon). Any hours worked outside of the contract work day shall be paid and, if such hours qualify, shall be paid as overtime. There is a maximum of four (4) such hours per week under this provision.

ARTICLE XVII SAVINGS CLAUSE

This Agreement and all provisions herein are subject to all applicable laws. It is contemplated that terms and conditions of employment provided in this Agreement shall remain in effect until altered by mutual agreement in writing between the parties.

ARTICLE XVIII DURATION

This Agreement shall become effective July 1, 2017 and shall terminate at the close of business June 30, 2021.

ARTICLE XXIV ASSOCIATION SECURITY

Any rights, privileges or benefits already accorded the C.S.E.A. employees of the Saratoga Springs City School District shall not be rescinded.

FACILITIES AND OPERATIONS

**CUSTODIAL
MAINTENANCE / GROUNDS
COURIER SERVICES**

ARTICLE XX WORKDAY, WORKWEEK, OVERTIME

Section 1. The workweek for all full-time custodial, grounds and maintenance employees, and the motor vehicle operator (courier) for the Saratoga Springs City School District shall in no event be in excess of forty (40) hours, consisting of five (5) consecutive workdays not in excess of eight (8) hours per day, Monday through Friday, except as herein otherwise provided. Employees shall have two (2) consecutive 24-hour days, a total of 48 consecutive hours off each week.

Section 2. The midnight, or third shift, as may be scheduled by the School District for custodians shall consist of forty (40) hours per week, with four (4) consecutive nights/mornings worked (Monday through Thursday) and Saturday, 7:30 a.m. – 4:00 p.m. In weeks where a holiday falls on the Friday preceding or the Monday following the Saturday/Sunday shift normally to be worked, that Saturday/Sunday will be considered the holiday for those midnight, or third shift, custodians in buildings where an event has not been scheduled on that Saturday/Sunday.

In order to avoid any misunderstanding with respect to the intent of the language of the above cited provisions, it should be noted that the parties agree to a schedule revision for 3rd shift assignments which would produce the following in the High School, Maple Avenue Middle School, Dorothy Nolan School and Lake Avenue School.

	Sun	Mon	Tues	Wed	Thurs	Fri	Sat
11:00 p.m. - 7:30 a.m.	1	1	1	1	1	0	0
11:00 p.m. – 7:30 a.m.	0	1	1	1	1	0	0
7:30 a.m. – 4:00 p.m.	0	0	0	0	0	0	1

It is also agreed that such language proves neither a guarantee of the number of personnel assigned nor the continued existence of a third shift.

Section 3. Overtime

All employees shall receive overtime compensation at the rate of time and one-half for work hours, or any part in increments of 15 minutes, in excess of the hours of work as established in Section 1 of this Article. For holidays which must be worked, double time will be paid in addition to the holiday pay for all those employees required to work.

Section 4.

A. Any employee who is called in to work by a supervisor/administrator for an emergency shall be guaranteed a minimum of two (2) hours of pay.

B. Building checks shall be paid for at a minimum of one (1) hour at the appropriate hourly rate.

Section 5. Recess Periods

The schedule for District personnel when school is not in session for the duration of this contract shall be as follows and all lunch periods must be taken mid-shift:

A. All Recess Periods of one (1) week or more (Christmas Recess, Winter Recess and Spring Recess)

Facilities & Operations	7:30 a.m. – 4:00 p.m.	One-Half Hour Lunch
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On work days immediately prior to all recess periods of one week or more, all shifts will work the day and the work day will end at 3:30 pm. This provision shall not apply if students are in session or using the building for activities in the evening (e.g. sports games/practices, club activities, etc.).

B. Summer Recess Hours

Facilities & Operations	7:00 a.m. – 3:30 p.m.	One-Half Hour Lunch
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C. Recess Period – Night Custodians

Beginning on the first day of a pay period, the night custodian will report to work:

Thursday	11:00 p.m. – 7:30 a.m.
Friday	3:00 p.m. – 11:30 p.m.
Saturday	Off
Sunday	Off
Monday	7:00 a.m. – 3:30 p.m.
Tuesday	7:00 a.m. – 3:30 p.m.
Wednesday	7:00 a.m. – 3:30 p.m.
Thursday	7:00 a.m. – 3:30 p.m.
Friday	7:00 a.m. – 3:30 p.m.
Saturday	Off

Sunday	Off
Monday	11:00 p.m. – 7:30 a.m.
Tuesday	11:00 p.m. – 7:30 a.m.
Wednesday	11:00 p.m. – 7:30 a.m.

Section 6. Third shift employees, shall work the second shift on the Wednesday prior to Thanksgiving and the day before Christmas when school is not in session.. The Superintendent of Schools, or his/her designee, may, after consultation with the President of CSEA, deviate from this provision on a case-by-case basis.

Section 7. The District may alter the work schedule of an employee for a period of up to one hour either way from those previously posted or assigned so long as it provides the affected employee(s) with at least thirty (30) calendar days' notice. The District may do so only once for any period of time a particular employee occupies a particular assignment. Once the employee bids to a new assignment, the right to make up to a one hour change in time is renewed. An employee notified of such shift change may request a meeting with the Superintendent of Schools to discuss the change and any hardship it may impose on the employee. The employee may have a union representative present for the meeting. The District retains final authority to make the noticed change or change its determination.

ARTICLE XXI VACATION, SICK AND PERSONAL LEAVE POLICY

Section 1. Employees of the Facilities and Operations Department shall also be allowed to take vacation with the Supervisor's approval when school is in session as long as it does not interfere with the necessary operation of the Department. The District agrees to make an effort to employ substitute personnel for those requesting vacation time when school is in session. The employees of the Facilities and Operations Department are not allowed to take vacation time the first day of summer recess or the last two weeks of summer recess.

Section 2. The parties agree that beginning in June 1991 mandated training, i.e., Haz-Com, Asbestos, etc., will be held annually on the first day of summer cleaning (e.g., Monday, June 24, 1991) for Facilities & Operations staff and that all requests for a vacation day on that day will be denied.

Section 3. Sick Leave (With Pay)

A. Each twelve-month employee shall receive seventeen (17) days of sick leave per year, earned as follows: six (6) days will be credited the first month of employment in a

year, with one (1) additional day earned for each remaining month worked thereafter in that year. (Accordingly, new employees hired during the course of a school year and work less than twelve month employees shall earn less than seventeen (17) sick leave days.)

B. Employees shall be allowed to use three (3) sick days annually for instances of family illness.

C. Any of an employee's sick leave allotment left at the end of the school year shall be credited to the employee's unused sick leave bank (which shall be accumulated to a maximum of two hundred (200) days for sick leave purposes only).

D. Employees who are absent due to illness hereunder shall notify their immediate supervisor of such absence before the beginning of their shift.

E. Annual attendance incentives shall be paid in October as follows:

0 Day Absent =	\$100.00
1 Day Absent =	\$ 75.00
2 Days Absent =	\$ 50.00

Jury duty, bereavement, and vacation leave will not interfere with the calculation of this benefit.

F. Employees who are absent for more than five (5) consecutive days are required to send medical verification to the Director of Personnel Development. Employees counseled in writing for sick leave abuse may be required to provide medical verification for all subsequent absences for a succeeding calendar year.

Section 4. Personal Leave (with pay)

A. In each school year, seven (7) sick days may be used for personal reasons with no explanation required. These days will be granted upon request, except for reasons of other employment, or as prohibited by Article II, Section 4 of this Agreement. Personal days are not to be used as vacation days.

B. Except for reasons of family illness, attendance at graduation, marriage in the immediate family, bereavement, court appearances, religious observance, and legal transactions beyond one's control, such personal leave may not be taken the work day immediately before or after a holiday recess, or vacation period.

Section 5. Worker's Compensation

A. Worker's compensation and sick leave (effective 7/1/86) for employees hired prior to April 15, 1995:

 a. When an employee is disabled and out of work due to a job-related injury or illness covered under Worker's compensation, said employee shall receive his/her regular salary for no more than one year during the period of such disability.

 b. After the one-year period mentioned in A (a) above, any further compensation shall be in accord with the following alternate methods, at the employee's discretion:

 (1) Be allowed to use available paid accumulated sick leave for the balance of the period of disability; or,

 (2) Receive the weekly benefit check as provided by Worker's Compensation.

Such election shall be communicated in writing to the Assistant Superintendent for Business. In the event the employee elects (1) above, the District will, upon receipt of the benefit check, credit the employee's sick leave account by the number of days, or portions thereof, that the amount of the benefit check bears to the employees' daily rate of pay.

B. Worker's compensation for employees hired on or after April 15, 1995 are eligible for the statutory worker's compensation benefit. They are not eligible for the benefits described in Section 5A above; however, the employee will be allowed to utilize sick leave accruals to receive 100% pay and will reimburse the District any worker's compensation money during the paid sick leave.

ARTICLE XXII HEALTH INSURANCE CONTRIBUTIONS

Section 1. Active Employee Contributions

A. Starting July 1, 2005, participating eligible employees hired before January 1, 1992 will pay 5% of the annual health insurance premium cost for individual, two-person or family coverage.

B. For eligible employees hired on or after January 1, 1992, for an individual plan, the District will pay 95% of the premium cost of the District health insurance plan with a 10% cap on the employee's contribution, dependent upon the employee's annual salary, whichever is less. For an individual plan, the District's contribution to any HMO plan premium will not exceed the amount paid for the District individual health insurance plan premium and will not exceed 95% of the HMO plan premium. HMO premiums in excess of that District contribution shall be absorbed by the employee. The employee's share will

be divided into an equal number of paychecks and this amount will be deducted each pay period.

C. For eligible employees hired on or after January 1, 1992, for a 2-person or family plan, the District will pay 80% of the premium cost of the District health insurance plan with a 10% cap on the employee's contribution, dependent upon the employee's salary, whichever is less. For a 2-person or family plan, the district's contribution to any HMO plan premium will not exceed the amount paid for the District 2-person or family health insurance plan and will not exceed 80% of the HMO plan premium. The employee's share will be divided into an equal number of paychecks and this amount will be deducted each pay period.

D. Employees otherwise eligible for participation in the existing Health Insurance Plan may provide for their own health insurance. Each employee eligible for the Health Insurance Plan may elect to refuse participation in the plan and must provide for their own health insurance and receive a payment under the following conditions:

a. Each employee eligible for health insurance may decline such coverage in writing and shall submit to the District acceptable proof of health coverage under another health plan;

b. An employee satisfying these conditions shall receive the following health insurance buy-out payment: (1) for the 2013-2014 school year, a payment based upon 20% of the family premium based on the PPO plan which is the district's primary plan; (2) effective July 1, 2014 and thereafter, a payment of \$4,000 for electing not to take coverage for a full school year. In each case, the payment shall be paid one-half by December 31 and one-half by June 30;

c. An employee electing to take the health insurance buy-out may re-enter the plan during the school year if the employee experiences an event which causes the employee to lose their alternate coverage and which is acceptable to the District's carrier. In such case, the employee shall only be eligible for a pro-rated buy-out payment;

d. Effective July 1, 2013, employees who are married and each of whom are eligible for health insurance coverage other than the District's plan shall no longer be eligible for two health insurance buy-outs and may only have one buy-out and no health insurance (since they are already covered by other health insurance); and,

e. Effective July 1, 2013, current employees who are married and take health insurance and the buyout shall be grandfathered for this benefit. Other than these grandfathered employees, effective July 1, 2013, members of the unit who are married to another member or employee of the district may only take two individual plans, one two-person plan, or one family plan. They are ineligible for the health insurance buy-out and may not take a plan and a buy-out.

Section 2. Retiree Health Insurance

The District will pay the premium for medical insurance in retirement for “eligible” District employees who are hired prior to June 30, 1995.

“Eligible” employees include the following:

- Minimum of ten years of full-time equivalent service. (For our purposes, 180/200-day employees work one year.)
- Meet eligibility requirements for retirement as outlined under ERS or TRS guidelines.
- Current health plan member.
- When the employee is eligible, the employee and spouse must enroll in Medicare Part A and Part B.

This benefit is not available to staff hired on or after July 1, 1995.

ARTICLE XXIII CAREER OPPORTUNITIES

CAREER FAMILIES

Custodial

Cleaner

Custodian

Head Custodian

Courier Services

Motor Vehicle Operator

Maintenance Grounds

Laborer

Groundskeeper

Senior Groundskeeper

Building Maintenance Worker

Building Maintenance Mechanic

*Position listings do not necessarily denote career advancement levels or increases of compensation.

ARTICLE XXIV GENERAL – FACILITIES AND OPERATIONS

Section 1. The District will compensate employees at time of retirement or death for unused sick leave as follows:

- After 10 years of local service with the District/40 days at half pay.
- After 15 years of local service with the District/45 days at half pay.
- After 20 years of local service with the District/100 days at half pay.
- After 25 years of local service with the District/120 days at half pay.

Section 2. Head Custodian Replacement

A custodian directed by the District to temporarily replace a head custodian in that position shall receive a daily differential of one hour's pay. It is understood that such differential shall not be counted as time worked for purposes of computing overtime.

The District will appoint a temporary replacement from the custodian(s) assigned to the building's first shift (days). The building's most senior person, if not on the day shift, will be allowed to temporarily transfer to the day shift filling the custodian's position temporarily assigned as Head Custodian, at the discretion of the District Supervisor and based on the need at the building.

In the event of a total absence of custodial services on the first shift in any building, the head custodian would seek a volunteer from the second shift or third shift to move to first. If more than one volunteer comes forward, seniority would determine the temporary reassignment.

ARTICLE XXV LONGEVITY

Effective July 1, 2017, longevity shall be paid as follows:

After 5 years	\$500
After 10 years	\$500
After 15 years	\$500
After 20 years	\$600
After 25 years	\$650

Pro-Rated Longevity/Retirement

All longevity employees who qualify after January 10, 1977 shall receive longevity on a pro-rata basis according to the formula herein.

A. 12-Month Employees

An employee who works full-time, twelve (12) months of the year shall receive twelve-twelfths (12/12) of the amount.

B. 10-Month Employees

An employee who works full-time ten (10) months of the year shall receive ten-twelfths (10/12) of the amount.

C. Pro-rated

- a. An employee who works two and one-half ($2 \frac{1}{2}$) hours of a seven (7) hour work day will receive five-fourteenths (5/14) of the amount.
- b. An employee who works three (3) hours of a seven (7) hour work day will receive three-sevenths (3/7) of the amount.
- c. An employee who works three and one-half ($3 \frac{1}{2}$) hours of a seven (7) hour work day shall receive one-half (1/2) of the amount.
- d. An employee who works four and three-quarters ($4 \frac{3}{4}$) of a seven (7) hour work day will receive nineteen/twenty-eighths (19/28) of the amount.
- e. An employee who works six and one-half ($6 \frac{1}{2}$) hours of a seven (7) hours work day will receive thirty-nine/forty seconds (39/42) of the amount.
- f. An employee who works six and three-quarters ($6 \frac{3}{4}$) hours of a seven (7) hour work day shall receive twenty-seven/twenty-eighths (27/28) of the amount.
- g. An employee who works four (4) hours of an eight (8) hour work day shall receive one-half (1/2) of the amount.
- h. An employee who works six (6) hours of a seven (7) hour work day will receive six-sevenths (6/7) of the amount.

SUPPORT STAFF

**CLERICAL
STUDENT SUPPORT
FOOD SERVICE
HEALTH SERVICES**

ARTICLE XXVI WORKDAY, WORKWEEK, OVERTIME

Section 1. The workweek for the titles of computer support technician, data assessment coordinator, and IT administrative assistant / accounts manager for the Saratoga Springs City School District shall in no event be in excess of forty (40) hours, consisting of five (5) consecutive workdays not in excess of eight (8) hours per day, Monday through Friday, except as herein otherwise provided. Employees shall have two (2) consecutive 24-hour days, a total of 48 consecutive hours off each week.

Section 2. Registered Professional Nurse

A. Effective July 1, 1995 the District may call a maximum of five (5) mandatory meetings per year of registered professional nurses (RPN's) after the end of the regular work day without additional remuneration provided. Meetings may exceed one hour; but, the length of the meeting must be reasonable.

B. All other extra hours required by the District, with the approval of the Director for Personnel Development, shall be paid for at the regular hourly rate of pay.

C. Effective July 1, 2003, RPN's assigned to elementary schools and Middle School will work seven and one-half (7 ½) hours, and RPN's assigned to the High School will work seven and three-quarter (7 ¾) hours. The work day includes a thirty (30) minute paid lunch. Effective July 1, 1995 all RPN's will work one hundred and eighty-three (183) days.

Section 3. Overtime

All employees shall receive overtime compensation at the rate of time and one-half for work hours, or any part in increments of 15 minutes, in excess of the hours of work as established in Section 1 of this Article. For holidays which must be worked, double time will be paid in addition to the holiday pay for all those employees required to work.

Section 4. Recess Periods

The schedule for District personnel when school is not in session for the duration of this contract shall be as follows and all lunch periods must be taken mid-shift:

A. All Recess Periods of one (1) week or more (Christmas Recess, Winter Recess and Spring Recess)

Clerical	8:00 a.m. – 3:30 p.m.	One-Half Hour Lunch
Computer Technologist	7:30 a.m. – 4:00 p.m.	One-Half Hour Lunch

On work days immediately prior to all recess periods of one week or more, Computer Technologists will work 7:00 a.m. to 3:30 p.m. This provision shall not apply if students are in session or using the building for activities in the evening (e.g. sports games/practices, club activities, etc.).

B. Summer Recess Hours

Clerical	8:00 a.m. – 3:30 p.m.	One-Half Hour Lunch
Computer Technologist	7:00 a.m. – 3:30 p.m.	One-Half Hour Lunch

Section 5. The District may alter the work schedule of an employee for a period of up to one hour either way from those previously posted or assigned so long as it provides the affected employee(s) with at least thirty (30) calendar days' notice. The District may do so only once for any period of time a particular employee occupies a particular assignment. Once the employee bids to a new assignment, the right to make up to a one-hour change in time is renewed. An employee notified of such shift change may request a meeting with the Superintendent of Schools to discuss the change and any hardship it may impose on the employee. The employee may have a union representative present for the meeting. The District retains final authority to make the noticed change or change its determination.

ARTICLE XXVII VACATION, SICK AND PERSONAL LEAVE POLICY

Section 1. **Vacation.** The District agrees to make an effort to employ substitute personnel for those requesting vacation time when school is in session.

Section 2. **Sick Leave (With Pay)**

A. Each twelve-month employee shall receive seventeen (17) days of sick leave per year, earned as follows: six (6) days will be credited the first month of employment in a year, with one (1) additional day earned for each remaining month worked thereafter in that year. (Accordingly, new employees hired during the course of a school year and employees who work less than twelve-month employees shall earn less than seventeen (17) sick leave days.)

B. Employees shall be allowed to use three (3) sick days annually for instances of family illness.

C. Any of an employee's sick leave allotment left at the end of the school year shall be credited to the employee's unused sick leave bank (which shall be accumulated to a maximum of two hundred (200) days for sick leave purposes only).

D. Employees who are absent due to illness hereunder shall notify their immediate supervisor of such absence before the beginning of their shift.

E. Annual attendance incentives shall be paid in October as follows:

0 Day Absent	=	\$100.00
1 Day Absent	=	\$ 75.00
2 Days Absent	=	\$ 50.00

Jury duty, bereavement, and vacation leave will not interfere with the calculation of this benefit.

F. Employees who are absent for more than five (5) consecutive days are required to send medical verification to the Director of Personnel Development. Employees counseled in writing for sick leave abuse may be required to provide medical verification for all subsequent absences for a succeeding calendar year.

Section 3. Personal Leave (with pay)

A. In each school year, seven (7) sick days may be used for personal reasons with no explanation required. These days will be granted upon request, except for reasons of other employment, or as prohibited by Article II, Section 4 of this Agreement. Personal days are not to be used as vacation days.

B. Except for reasons of family illness, attendance at graduation, marriage in the immediate family, bereavement, court appearances, religious observance, and legal transactions beyond one's control, such personal leave may not be taken the work day immediately before or after a holiday recess or vacation period.

ARTICLE XXVIII HEALTH INSURANCE CONTRIBUTIONS

Section 1. Active Employee Contributions

A. Starting July 1, 2005, participating eligible employees hired before January 1, 1992 will pay 5% of the annual health insurance premium cost for individual, two-person or family coverage.

B. For eligible employees hired on or after January 1, 1992, for an individual plan, the District will pay 95% of the premium cost of the District health insurance plan with a 10% cap on the employee's contribution, dependent upon the employee's annual salary, whichever is less. For an individual plan, the District's contribution to any HMO plan premium will not exceed the amount paid for the District individual health insurance plan premium and will not exceed 95% of the HMO plan premium. HMO premiums in excess of that District contribution shall be absorbed by the employee. The employee's share will be divided into an equal number of paychecks and this amount will be deducted each pay period.

C. For eligible employees hired on or after January 1, 1992, for a 2-person or family plan, the District will pay 80% of the premium cost of the District health insurance plan with a 10% cap on the employee's contribution, dependent upon the employee's salary, whichever is less. For a 2-person or family plan, the district's contribution to any HMO plan premium will not exceed the amount paid for the District 2-person or family health insurance plan and will not exceed 80% of the HMO plan premium. The employee's share will be divided into an equal number of paychecks and this amount will be deducted each pay period.

D. Employees otherwise eligible for participation in the existing Health Insurance Plan may provide for their own health insurance. Each employee eligible for the Health Insurance Plan may elect to refuse participation in the plan and must provide for their own health insurance and receive a payment under the following conditions:

a. Each employee eligible for health insurance may decline such coverage in writing and shall submit to the District acceptable proof of health coverage under another health plan;

b. An employee satisfying these conditions shall receive the following health insurance buy-out payment:

(1) for the 2013-2014 school year, a payment based upon 20% of the family premium based on the Alternate PPO plan which is the district's primary plan;

(2) effective July 1, 2014 and thereafter, a payment of \$4,000 for electing not to take coverage for a full school year.

In each case, the payment shall be paid one-half by December 31 and one-half by June 30.

c. An employee electing to take the health insurance buy-out may re-enter the plan during the school year if the employee experiences an event which causes the employee to lose their alternate coverage and which is acceptable to the District's carrier. In such case, the employee shall only be eligible for a pro-rated buy-out payment.

d. Effective July 1, 2013, employees who are married and each of whom are eligible for health insurance coverage other than the District's plan shall no longer be eligible for two health insurance buy-outs and may only have one buy-out and no health insurance (since they are already covered by other health insurance).

e. Effective July 1, 2013, current employees who are married and take health insurance and the buyout shall be grandfathered for this benefit. Other than these grandfathered employees, effective July 1, 2013, members of the unit who are married to another member or employee of the district may only take two individual plans, one two-person plan, or one family plan. They are ineligible for the health insurance buy-out and may not take a plan and a buy-out.

Section 2. Retiree Health Insurance

The District will pay the premium for medical insurance in retirement for "eligible" District employees who are hired prior to June 30, 1995.

"Eligible" employees include the following:

- Minimum of ten years of full-time equivalent service. (For our purposes, 180/200-day employees work one year.)
- Meet eligibility requirements for retirement as outlined under ERS or TRS guidelines.
- Current health plan member.
- When the employee is eligible, the employee and spouse must enroll in Medicare Part A and Part B.

This benefit is not available to staff hired on or after July 1, 1995.

ARTICLE XXIX CAREER OPPORTUNITIES

Section 1. Vacancies

A. As a vacancy occurs within a department and the District deems it necessary to fill such vacancy, a notice will be posted that the vacancy exists on a special bulletin board provided for C.S.E.A. employees. Employees within the job title in which the vacancy

exists shall have first option to apply for such position. If the vacancy is not filled from within the department, employees in the other departments shall be given the opportunity to apply for the job. A five (5) day posting notice of vacancies shall be in effect.

If a vacancy occurs in a position during the Summer, a notice of such vacancy (or new position) shall be posted for a five (5) day period and a copy of said posting shall be mailed to the C.S.E.A. President or his/her designee.

B. Selection of employee applicants will be based on seniority and qualifications (meaning more than satisfying the "minimum qualifications" for a position provided they are job related) to be determined by the District or its representatives, which shall consist of no less than two members. In the event that the employee's application is denied for any reason, said employee shall be notified by the District or its representative in writing of the status of the application. This provision only applies to lateral transfers and is not applicable to promotional positions. An employee bidding on a position with a documented history of performance issues (as reflected in more than one document such as an evaluation, counseling memo, or discipline), may be denied such bid notwithstanding any seniority.

C. The District shall have the right to involuntarily transfer an employee with documented work performance issues to an open position of the same or different shift after first posting and bidding an open position (meaning an employee can be involuntarily transferred after all posting and bidding is completed to an open position that was not bid upon).

D. A probationary employee who is selected to fill a vacancy within a department must, at the discretion of the District, serve his/her probationary period prior to moving to fill that vacancy. Upon the successful completion of the probationary period by the probationary employee, the employee shall be moved to fill said vacancy.

Effective July 1, 1985 the titles of "food service helper" and "cashier" shall be considered as one seniority unit for purposes of bidding on job vacancies posted hereunder.

E. Effective 7/1/06, the title "Motor Vehicle Operator (School Lunch Program)" shall also be included with the "food service helper" and "food service cashier" as one seniority unit for the purposes of bidding on job vacancies posted hereunder.

F. Extra work for cafeteria employees will be first assigned on a seniority basis from a rotating list in each building up to and inclusive of forty (40) hours. All hours worked in excess of forty (40) hours will be paid at time and one-half of their current rate of pay.

Section 2. Monetary Advancement

Monetary advancement within a career family will result in an annual base salary increase of at least six hundred and fifty dollars (\$650). Under no circumstances will an employee experience a reduction in his/her base hourly rate of pay for lateral or promotional opportunities within a career family.

CAREER FAMILIES

Student Support

School Monitor
Teacher Aide
Teaching Assistant
Interpreter

Food Service

Motor Vehicle Operator
Food Service Cashier
Food Service Helper
Sr. Food Service Helper
Cook

Clerical

Receptionist
Clerk
Audio Visual Clerk
Senior Clerk
Account Clerk
Payroll Clerk
Keyboard Specialist
Senior Keyboard Specialist
School Registrar
IT Administrative Assistant / Accounts Manager
Data and Assessment Coordinator
Computer Support Technician

Health Services

Licensed Practical Nurse
Registered Professional Nurse
Occupational Therapy Assistant
Physical Therapy Assistant

*Position listings do not necessarily denote career advancement levels or increases of compensation.

ARTICLE XXX GENERAL – SUPPORT STAFF

Section 1. When a keyboard specialist in a school office is absent, except for vacation, a replacement will be hired, when possible, from the keyboard specialist substitute list.

Section 2. The District will compensate employees at time of retirement or death for unused sick leave as follows:

- After 10 years of local service with the District/40 days at half pay.
- After 15 years of local service with the District/45 days at half pay.
- After 20 years of local service with the District/100 days at half pay.
- After 25 years of local service with the District/120 days at half pay.

Section 3. After School Tutoring

A. Effective July 1, 2012, the District agrees that CSEA bargaining unit members who meet the criteria to be a tutor (home teaching (SSTA CBA G-2)) in the afterschool tutoring program, as established by the collective bargaining agreement between the District and Saratoga Springs Teachers Association, shall be paid the rate of pay established by the collective bargaining agreement between the District and Saratoga Springs Teachers Association.

B. Effective July 1, 2012, the District agrees that CSEA bargaining unit members who work in the afterschool tutoring program but who do not meet the criteria to be a tutor (home teaching (SSTA CBA G-2)) in the afterschool tutoring program, as established by the collective bargaining agreement between the District and CSEA, shall be paid at the rate of \$28/hour. Employees shall be paid for at least one hour for each afterschool tutoring session they work.

Section 4. Cook Replacement

A food service helper assigned to temporarily replace a cook shall receive a two dollar (\$2.00) per hour out-of-title work differential for each hour worked while fulfilling that assignment.

Section 5. Senior Food Service Helper Replacement

A food service helper directed by the District to temporarily replace a Senior Food Service Helper shall receive a two dollar (\$2.00) per hour out-of-title work differential for each hour worked while fulfilling that assignment

Section 6. Motor Vehicle Operator Replacement (School Lunch Program)

A food service cashier/food service helper/senior food service helper directed by the District to temporarily replace a Motor Vehicle Operator in the School Lunch Program shall receive a differential of \$0.50/hour for each hour worked while fulfilling that assignment.

ARTICLE XXXI LONGEVITY

Effective July 1, 2017, longevity shall be paid as follows:

After 5 years	\$500
After 10 years	\$500

After 15 years	\$500
After 20 years	\$600
After 25 years	\$650

Pro-Rated Longevity/Retirement

All longevity employees who qualify after January 10, 1977 shall receive longevity on a pro-rata basis according to the formula herein.

A. 12-Month Employees

An employee who works full-time twelve (12) months of the year shall receive twelve-twelfths (12/12) of the amount.

B. 10-Month Employees

An employee who works full-time ten (10) months of the year shall receive ten-twelfths (10/12) of the amounts.

C. Pro-rated

a. An employee who works two and one-half ($2 \frac{1}{2}$) hours of a seven (7) hour work day will receive five-fourteenths (5/14) of the amount.

b. An employee who works three (3) hours of a seven (7) hour work day will receive three-sevenths (3/7) of the amount.

c. An employee who works three and one-half ($3 \frac{1}{2}$) hours of a seven (7) hour work day shall receive one-half (1/2) of the amount.

d. An employee who works four and three-quarters ($4 \frac{3}{4}$) of a seven (7) hour work day will receive nineteen/twenty-eighths (19/28) of the amount.

e. An employee who works six and one-half ($6 \frac{1}{2}$) hours of a seven (7) hours work day will receive thirty-nine/forty seconds (39/42) of the amount.

f. An employee who works six and three-quarters ($6 \frac{3}{4}$) hours of a seven (7) hour work day shall receive twenty-seven/twenty-eighths (27/28) of the amount.

g. An employee who works four (4) hours of an eight (8) hour work day shall receive one-half (1/2) of the amount.

h. An employee who works six (6) hours of a seven (7) hour work day will receive six-sevenths ($6/7$) of the amount.

TRANSPORTATION

ARTICLE XXXII WORKDAY, WORKWEEK, OVERTIME

Section 1. The workweek for the full-time head mechanic (transportation), bus driver/cleaner and all mechanics for the Saratoga Springs City School District shall in no event be in excess of forty (40) hours, consisting of five (5) consecutive workdays not in excess of eight (8) hours per day, Monday through Friday, except as herein otherwise provided. Employees shall have two (2) consecutive 24-hour days, a total of 48 consecutive hours off each week.

Section 2. Overtime

Transportation employees shall be paid for a minimum of two (2) hours for non-emergencies.

Section 3. The schedule for District personnel when school is not in session for the duration of this contract shall be as follows and all lunch periods must be taken mid-shift:

A. All Recess Periods of one (1) week or more (Christmas Recess, Winter Recess and Spring Recess)

Driver/Cleaner	7:30 a.m. – 4:00 p.m. One-Half Hour Lunch
Bus Mechanics	6:00 a.m. – 2:30 p.m. One-Half Hour Lunch

B. Summer Recess Hours

Driver/Cleaner	7:00 a.m. – 3:30 p.m. One-Half Hour Lunch
Bus Mechanics	6:00 a.m. – 2:30 p.m. One-Half Hour Lunch

C. All transportation staff will attend the annual orientation and training program.

Section 4. Employees shall not work more than forty (40) hours per week without being paid time and one-half for all hours exceeding forty (40) hours per week. Such employees shall work on such days and at such times as the needs of the District require.

ARTICLE XXXIII SICK AND PERSONAL LEAVE POLICY

Section 1. Sick Leave (With Pay)

A. School bus drivers or school bus assistants shall earn ten (10) days of sick leave per year earned as follows: one (1) day per month.

B. Employees shall be allowed to use three (3) sick days annually for instances of family illness.

C. Any of an employee's sick leave allotment left at the end of the school year shall be credited to the employee's unused sick leave bank (which shall be accumulated to a maximum of two hundred (200) days for sick leave purposes only).

D. Employees who are absent due to illness hereunder shall notify their immediate supervisor of such absence before the beginning of their shift.

E. Annual attendance incentives shall be paid in October as follows:

0 Day Absent =	\$100.00
1 Day Absent =	\$ 75.00
2 Days Absent =	\$ 50.00

Jury duty, bereavement, and vacation leave will not interfere with the calculation of this benefit.

F. Employees who are absent for more than five (5) consecutive days are required to send medical verification to the Director of Personnel Development. Employees counseled in writing for sick leave abuse may be required to provide medical verification for all subsequent absences for a succeeding calendar year.

Section 2. Personal Leave (with pay)

A. In each school year, four (4) sick days for school bus drivers and school bus driver assistants may be used for personal reasons with no explanation required. These days will be granted upon request, except for reasons of other employment, or as prohibited by Article II, Section 4 of this Agreement. Personal days are not to be used as vacation days.

B. Except for reasons of family illness, attendance at graduation, marriage in the immediate family, bereavement, court appearances, religious observance, and legal transactions beyond one's control, such personal leave may not be taken the work day immediately before or after a holiday recess or vacation period.

ARTICLE XXXIV HEALTH INSURANCE CONTRIBUTIONS

Section 1. Active Employee Contributions

The health insurance plan for active school bus drivers, school bus driver assistants and school bus mechanics shall include the following:

A. Starting July 1, 2005, participating eligible employees hired before January 1, 1992 will pay 5% of the annual health insurance premium cost for individual, two-person or family coverage.

B. All school bus drivers, school bus driver assistants and school bus mechanics hired on or after January 1, 1992 – June 30, 2003 will contribute toward the health insurance programs as follows:

5% of the cost of the individual coverage.

20% of the cost of the two-person or family plan coverage.

After five (5) years of District service and beginning July 1st of the sixth (6th) year, the District will pay 85% of the family and two-person premium; the employee, 15%.

After ten (10) years of District service and beginning July 1st of the eleventh (11th) year, the District's contribution to two-person and family premium will be 90%, the employee 10%.

All school bus drivers, school bus driver assistants, and school bus mechanics hired on or after July 1, 2003 will pay 5% individual and 20% two-person or family for health insurance.

Section 2. Retiree Health Insurance

Health insurance for retired school bus drivers, school bus driver assistants, school bus driver/cleaner and school bus mechanics:

A. The District will continue its past practice of paying health insurance premiums for eligible unit members hired prior to July 1, 1995.

B. Unit members hired on or after July 1, 1995 with fewer than twenty (20) years of service, will no longer be eligible for health insurance coverage paid for by the school district.

Eligible unit members hired on or after July 1, 1995 with the following years of service will be eligible for district health insurance contribution as follows:

20 years of service	District will pay 50% of health insurance premium.
25 years of service	District will pay 60% of health insurance premium
30 years of service	District will pay 75% of health insurance premium.

C. The criteria for eligibility for current employees is listed below:

“Eligible” employees include the following:

- Minimum of ten years of full-time equivalent service. (For our purposes, 180/200 day employees work one year.)
- Meet eligibility requirements for retirement as outlined under ERS guidelines.
- Current health plan member.
- When the employee is eligible, the employee and spouse must enroll in Medicare A and B.

ARTICLE XXXV TRANSPORTATION DEPARTMENT PROCEDURES

Section 1. All school district vehicles designated as school buses, and operated to provide daily transportation for Saratoga Springs students to and from their homes, shall be driven by qualified transportation personnel.

Section 2. Assignment of all work shall be done by seniority. Substitutes and mechanics shall be used only when regular drivers are not available and when the transportation office receives less than one (1) hour notice regarding an activity run, and there is no driver on the transportation premises and/or available by bus radio system.

Section 3. **Permanent Vacancy:** A permanent vacancy shall occur when an employee doing unit work resigns, retires or is terminated from his or her position, or when a new position is created, or when an employee notifies the employer in writing that he or she will leave his or her employment on a particular future date.

As a permanent vacancy occurs, or is anticipated, within the department and the school district deems it necessary to fill such vacancy, a notice will be posted within two (2) working days that the vacancy exists, or will exist, on a special bulletin board provided for Transportation Staff. Such notice shall include, at a minimum, a description of the position being vacated, the date upon which the vacancy will occur, the block time, as determined

by Article XXXIV Section 7 BLOCK, of the position vacated, the period during which bids will be accepted and the date on which the position will be awarded. Selection of employee applicants will be based on seniority and qualifications to be determined by the District or its representative, which shall consist of no less than two members. Vacant positions shall be first awarded to the most senior who meets the qualifications set forth in the notice of vacancy. In the event that no employee applies for the position or no employee qualifies for the position, it may be offered to a person outside the bargaining unit. In the event that the employee's application is denied for any reason, said employee shall be notified by the District or its representatives in writing of the status of the application. The District will not be required to accept or consider applications from employees seeking to occupy two (2) positions of employment with the District.

Permanent vacancies shall be posted for a period of five (5) working days and awarded within two (2) working days after the close of the five (5) day period.

All vacancies shall be posted at the block time established in Article XXXIV Section 8 BLOCK. In the event that the actual time for the position varies from the posted block time, the position will be reposted.

Section 4. **Temporary Vacancy:** A temporary vacancy shall occur when an employee doing unit work is unable to perform his or her duties due to authorized leave.

Temporary vacancies shall be treated as follows:

A. Short Duration: Temporary vacancies less than forty (40) days shall be filled by a substitute.

B. Long Duration: Temporary vacancies of more than forty (40) days shall be posted immediately and assigned contingent upon Board of Education approval of the leave of absence. This award cannot occur until the Board of Education takes official action. Seniority will be retroactive to the date of the assignment. An employee may only bid into a temporary position once per year.

Where necessary, the District may require an employee trained to drive handicapped bus runs to accept a particular run on a temporary basis. In such instances, the employee shall be paid for the higher of the block times for the employee's permanent work and the temporary work.

Section 5. Activity Runs

An activity run is an authorized bus run to transport students on field trips or extracurricular activities. School bus drivers shall not be eligible to drive activity runs which interfere with their regularly scheduled block of time.

A. Shuttle Trips: A shuttle usually involves transportation of students from one school to another District school. A shuttle to Skidmore College would be considered a shuttle service for AP courses.

The following are examples of shuttle service but should not be considered all inclusive:

- a. High School to an elementary school for a form of tutoring or demonstration.
- b. Drug awareness presentations.
- c. Testing, as to Skidmore for advance placement.
- d. Bowling alley when part of gymnasium classes. (PE)
- e. Elementary students to Maple Avenue Middle School for 6th grade orientation.
- f. Secondary students to BOCES for program orientation.
- g. Graduation rehearsal.
- h. End of year field days held at State Park.
- i. Kindergarten field day held at Geyser Road School for other District schools.
- j. Rehearsals by District schools at other District schools such as concerts at the High School.

B. Field Trips:

- a. Elementary trips to the following locations within the District:
 - (1) Academic: Public Library, Museums, Race Track, Fire Houses, Post Office, Police Station/Barracks, City Hall, Town Halls, Restaurants, Farms, Animal Attractions.

- (2) Non-academic: Proctors, Great Escape, Animal Farms, Apple Orchards, Restaurants.

b. Secondary field trips to the following locations:

- (1) Competitions, debates, East Side Recreation, prisons, restaurants, Senior Give Back Day.

It is understood that both definitions indicate only a partial list, and it is not intended to reflect all shuttle and/or field trips; however, it is an attempt to better define existing practice.

When regular bus drivers are not eligible to drive activity runs, the District may hire qualified substitute bus drivers to drive activity runs. At the District's option, where there are insufficient substitute bus drivers available, the District may seek regular school bus driver volunteers. Driver volunteers will be assigned on a seniority basis.

All other activity runs for school bus drivers will be assigned on a rotating basis by seniority.

When a teacher/advisor receives authorization for a group of five (5) students or fewer to participate in area competition associated with the classroom (exclusive of interscholastic sports), the teacher/advisor, upon request, may use a District vehicle designated as a school bus to transport the students. As a courtesy, the C.S.E.A. President will be notified.

C. Emergency Situation: A qualified school bus driver, other than a regular school bus driver, will be allowed to drive an activity run when the transportation office receives less than one (1) hour notice regarding an activity run, and there is no driver on the transportation premises and/or available by bus radio system.

All activity runs shall be compensated at the employee's regular rate of pay.

Drivers, where practical, will provide the transportation office at least one week's notice when the driver determines he/she cannot complete the field trip assignment. A "real" emergency would be considered beyond a driver's control. Failure to notify the transportation office for the first incident will result in the suspension of field trip assignments for a period of one (1) month for the driver. A second incident will result in a three (3) month suspension, and a third incident, for a period of six (6) months.

Section 6. Extra Work Available for All Transportation Staff

A. Extra work shall include driver/cleaner duties, driving duties, coverage of BOCES, Occ. Ed., noontime and late runs.

B. Daily coverage of absences shall be assigned from the extra work assignment sheet on the basis of seniority. Such sheet shall be available every workday from 6:00 a.m. to 8:30 a.m. for signing by employees. Work shall be awarded prior to 9:00 a.m.

Daily coverage of absences, such as BOCES, Occ. Ed., noontime and late runs, shall be awarded on the basis of seniority from the extra work assignment book following the above guidelines. Once a Middle School or High School late run is awarded by bid or assigned due to no one bidding on the work, the late run shall become part of that driver's block time. When this block time is vacated, the late run will go up for bid again with the understanding that, once bid or assigned, it becomes a part of the new driver's block time.

C. Watch duties and snowplowing shall be performed by mechanics. In the event that sufficient coverage is not available, other unit employees shall be offered the work on the basis of seniority.

Employee(s) must be qualified to use snow removal equipment. The District will be the sole judge of the individual's ability to properly operate the District's snow removal equipment.

Shuttles occurring throughout the school year, when time is of the essence, such as graduation rehearsal, year-end picnics at the State Park, etc., shall be awarded to the senior driver at the school from which the shuttle originates.

D. Extra summer work shall include bus runs, driver/cleaner duties and bus washing. By June 1st of each year, the district shall post a list to solicit interest in extra summer work. Driving positions within the District shall be posted in accordance with Article XXXIV, sec. 3. Daily coverage of absences shall be awarded by seniority from the bid sheets.

E. If a school bus driver bids on posted extra work or daily extra work via normal posting procedures and he/she is awarded the extra work, the school bus driver cannot forfeit the extra work for other extra work and/or a late run.

F. District vehicles leased to third parties shall be driven by unit drivers at a minimum of Step Entry of the schedule in effect at that time. Such vacancies shall be awarded by seniority with the following exception: Employees currently performing these duties shall

be awarded these assignments for the duration of the Agreement. Daily coverage of absences shall be awarded by seniority from a bid sheet.

G. Minimum One Hour:

- a. BOCES occupational education runs will be paid at a minimum of one (1) hour.
- b. P.M. late runs will be paid at a minimum of one (1) hour.
- c. All other extra work will be paid at a minimum of one (1) hour unless added to the existing block. When added to the block, the time will be paid in accordance with existing language (15 minute increments). Work added to an existing block will not have a guarantee of one (1) hour for the person awarded the bid, and when the work is available when the person is absent.

Section 7. Block

Block time is the time required to complete a particular bus run, rounded to the next fifteen (15) minute interval. Established block times shall include a fifteen (15) minute period before each bus leaves the garage in the morning and a fifteen (15) minute period after the last run for bus check, fueling, reports, journals, etc. Once the block time is established, no time records should be submitted for any time beyond the block time unless the Supervisor has granted approval.

In August of each year, the Director of Transportation shall review bus routes and establish block times. Drivers shall be given written notification of the block time established by the Director of Transportation no later than orientation. CSEA shall meet to review all block times by October 1st. The Director of Transportation and/or his/her designee shall make any final adjustments to block time by November 1st. Thereafter, the block time may not be modified without written notice to the employee and to C.S.E.A. Such notice shall state, at a minimum, the amount of such change, the reason for the change and date upon which the new block time will become effective. Modifications in block time may not be made retroactive. If an employee objects to the "block" or trip time as established or modified, he/she may submit such objection to the C.S.E.A. President and/or his/her designee who will review the concern with the District representatives. In the event a decision is not reached, the Assistant Superintendent for Business may render a final resolution.

The District will allow regular school bus drivers and school bus assistants up to one (1) hour with pay for completion of binder books.

Notwithstanding the additional time allowances provided in the previous three paragraphs, employees shall make productive use of paid and non-driving time to sweep or otherwise clean their bus, complete reports and perform other job-related functions which can be done during these periods.

Section 8. Meal Allowance

Reimbursement shall be made on Friday following a payroll date, if the business office has received the claim on the payroll date.

Drivers will be paid guaranteed amounts as indicated in the contract without receipts for all out-of-school District field trips.

Drivers will not be reimbursed for meal allowance if the field trip does not leave the District boundaries, unless the driver is directed to stay with the bus for the duration of the field trip.

Breakfast (6:30 a.m. – 9:30 a.m.)	\$5.50
Lunch (11:00 a.m. – 2:00 p.m.)	\$7.50
Dinner (4:30 p.m. – 7:30 p.m.)	\$10.00

Trip duration is two hours during said time.

Section 9. Clothing Allowance/Transportation Mechanics

A. The District will provide the full-time mechanics (when performing the duties of mechanics) eleven sets of clothing and maintenance thereof in accordance with past practice.

B. Full-time mechanics will be allowed a maximum of \$1000 to cover the cost of work clothing, one (1) pair of safety shoes, one (1) pair of safety glasses, and replacement of tools.

C. The Transportation Supervisor will establish a system of vouchering for approved purchases under (B) above.

Section 10. Job Bidding When Absent on Approved Leave

When a regular school bus driver or school bus assistant is disabled and does have a definite date to return to work, that employee shall be allowed to bid on a posted block of time, if the definite date established for the return to work is fifteen (15) or less working days from

the date that the school bus driver or school bus assistant is scheduled to begin work on the posted block of time.

It is understood that a regular school bus driver or school bus assistant disabled due to an injury sustained on or off the job is subject to the above policy.

If the regular school bus driver or school bus assistant is not able to return to work on the sixteenth (16th) day (with a doctor's excuse extending the return to work date), there will be a joint meeting of two district officials and two C.S.E.A. representatives to investigate the matter. The team will make a recommendation based upon the investigation as to whether the employee can return to work in a fifteen (15) day period. If the school bus driver or school bus assistant cannot return, the bid will be awarded to the next most senior school bus driver or school bus assistant that bid on the original posting. The disabled employee will be maintained on a leave without pay status until such time that he/she receives clearance from the doctor to return to work.

The disabled school bus driver or school bus assistant will return to work on the block of time that was his/hers when the injury occurred.

Section 11. Monetary Advancement

Monetary advancement within a career family will result in an annual base salary increase of at least six hundred and fifty dollars (\$650). Under no circumstances will an employee experience a reduction in his/her base hourly rate of pay for lateral or promotional opportunities within a career family.

CAREER FAMILIES

Transportation

School Bus Driver Assistant

School Bus Driver

School Bus Driver/Cleaner

School Bus Mechanic

*Position listings do not necessarily denote career advancement levels or increases of compensation.

Section 12. Training

The District shall provide training for special needs runs to all transportation employees. Employees must be willing to accept available special needs bussing when it occurs.

Section 13. **Mileage Reimbursement**

Members of the Transportation Department required to drive their personal vehicles to a facility outside the school district for a physical exam and who have prior permission to do so, will be reimbursed for such mileage at the Board Policy rate.

Section 14. **CDL Renewal Reimbursement**

The school district will reimburse members who are required to have a CDL license for the cost of renewal of their CDL license (not initial issuance).

ARTICLE XXXVI GENERAL-TRANSPORTATION

Section 1. The District will compensate all school bus drivers, school bus driver assistants and school bus mechanics at time of retirement or death for unused sick leave as follows:

- After 20 years of local service with the District/40 days at half pay.
- After 25 years of local service with the District/50 days at half pay.

Section 2. **Mandatory Drug Testing: School Bus Drivers, School Bus Driver/Cleaner and School Bus Driver Mechanics**

The District and the Association jointly declare that the continued practice of the safe transportation of passengers on the District's buses is a standard which cannot be compromised by the possibility of employee impairment resulting from either alcohol or drug abuse. Accordingly, the District will cooperate with the Association in jointly formulating a preemptive educational program designed to inform employees of the effects of alcohol or drug abuse on the delivery of transportation services.

The C.S.E.A. accepts the Board of Education policy and Administrative Regulation regarding the implementation and administration of the federal drug testing program for school bus drivers.

School bus drivers and other individuals selected for random testing will be paid at their regular driving rate for the time necessary to travel to the testing site and to complete the test, including the time waiting for the test to be administered. Once the tests are completed

and the individual is free to leave the testing site, the individual will no longer be eligible for additional compensation.

Selected individuals will receive a form to be signed by the Transportation Office and by the drug testing personnel. The form will include the time necessary to complete the tests. The form will be returned to the Transportation Office by the individual for payroll processing.

Section 3. Longevity

Effective July 1, 2017, longevity payments will be as follows:

After five (5) years, an additional	1.8% of gross salary
After ten (10) years	1.8% of gross salary
After fifteen (15) years, an additional	1.8% of gross salary
After twenty (20) years, an additional	1.8% of gross salary
After twenty-five (25) years, an additional	1.8% of gross salary

Longevity payments for school bus drivers and school bus assistants may not exceed the amount set forth for full-time employees.

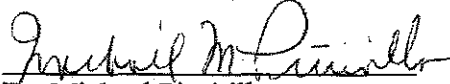
Longevity earned for the previous school year will be paid prior to the end of the calendar year.

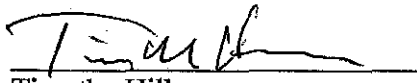
IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREOF, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

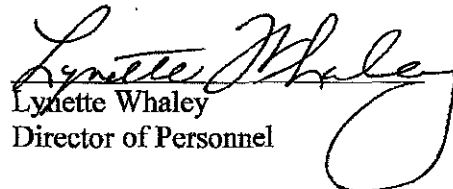
In witness whereof, the parties have hereunto set their hands on the 1st day of July, 2017.

DATED: November 20, 2017

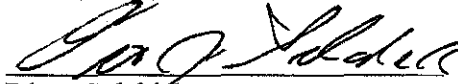
FOR THE DISTRICT:

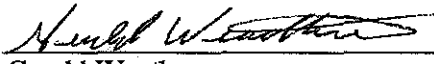

Dr. Michael Piccirillo
Superintendent of Schools

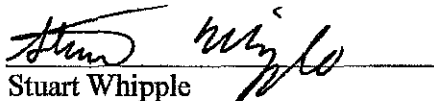

Timothy Hilker
Assistant Superintendent for Business

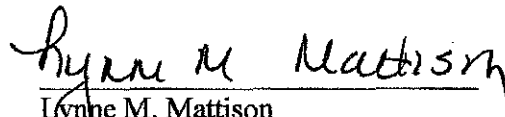

Lynette Whaley
Director of Personnel

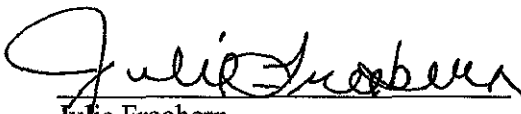
FOR CSEA:


Diane Selchick
CSEA, LRS


Gerald Weatherwax
Local President


Stuart Whipple
Bargaining Team Member


Lynne M. Mattison
Bargaining Team Member


Julie Freebern
Bargaining Team Member


Diane Henderson
Bargaining Team Member

APPENDICES FOR ALL TITLES

- **Appendix A** **Salaries**
- **Appendix B** **Differentials**
- **Appendix C** **CSEA Request
for Representation**

APPENDIX A
Entry Level Salaries (07/01/17-06/30/21)

CLASSIFICATION:	DAILY HRS	YRLY HRS	2017-2018 ENTRY	2018-2019 ENTRY	2019-2020 ENTRY	2020-2021 ENTRY
CLERICAL SERVICES						
ACCOUNT CLERK						
12 MONTH	7	1820	37,328	38,541	39,794	41,087
PAYROLL CLERK						
12 MONTH	7	1820	37,874	39,105	40,376	41,688
SENIOR CLERK						
12 MONTH	7	1820	35,854	37,019	38,222	39,464
CLERK						
12 MONTH	7	1820	25,917	26,759	27,629	28,527
180 DAY	7	1260	17,980	18,564	19,167	19,790
HOURLY			14.28	14.74	15.22	15.71
SENIOR KEYBOARD SPECIALIST						
12 MONTH	7	1820	36,236	37,414	38,630	39,885
KEYBOARD SPECIALIST						
12 MONTH	7	1820	35,126	36,268	37,447	38,664
180 DAY	7	1260	21,861	22,571	23,305	24,062
HOURLY			17.34	17.90	18.48	19.08
SCHOOL REGISTRAR	7	1820	48,394	49,967	51,591	53,268
DEPARTMENT HEAD KEYBOARD SPECIALIST						
180 DAY	6.5	1170	20,311	20,971	21,653	22,357
COMPUTER SUPPORT						
COMPUTER SUPPORT TECHNICIAN I	8	2080	46,238	47,741	49,293	50,895
COMPUTER SUPPORT TECHNICIAN II	8	2080	54,475	56,245	58,073	59,960
TELECOM AND ELECTRICAL TECHNICIAN	8	2080	50,856	52,509	54,216	55,978
NETWORK AND SERVER TECHNICIAN	8	2080	53,872	55,623	57,431	59,298
IT ADMINISTRATIVE ASST/ACCOUNTS MGR	8	2080	41,226	42,566	43,949	45,377
DATA AND ASSESSMENT COORDINATOR	8	2080	58,323	60,218	62,175	64,196
COURIER SERVICE						
MOTOR VEHICLE OPERATOR	8	2080	38,979	40,246	41,554	42,905
FACILITIES AND OPERATIONS						
BUILDING MAINTENANCE MECHANIC	8	2080	45,362	46,836	48,358	49,930
BUILDING MAINTENANCE WORKER	8	2080	42,901	44,295	45,735	47,221
CUSTODIAN						
12 MONTH	8	2080	38,979	40,246	41,554	42,905
HOURLY			18.76	19.37	20.00	20.65
GROUNDSKEEPER SUPERVISOR	8	2080	45,656	47,140	48,672	50,254
GROUNDSKEEPER	8	2080	37,690	38,915	40,180	41,486
CLEANER - HOURLY			14.24	14.70	15.18	15.67

APPENDIX A
Entry Level Salaries (07/01/17-06/30/21)

CLASSIFICATION:	DAILY HRS	YRLY HRS	2017-2018 ENTRY	2018-2019 ENTRY	2019-2020 ENTRY	2020-2021 ENTRY
STUDENT SUPPORT						
AUDIO VISUAL CLERK						
180 DAY	7	1260	17,980	18,564	19,167	19,790
HDCP STUDENT INTERPRETER	7	1260	24,784	25,589	26,421	27,280
TEACHER ASSISTANT	7	1260	21,181	21,869	22,580	23,314
SCHOOL MONITOR						
180 DAY	7	1260	17,766	18,343	18,939	19,555
HOURLY			14.10	14.56	15.03	15.52
TEACHER AIDE	7	1260	17,766	18,343	18,939	19,555
HEALTH SERVICES						
REGISTERED PROFESSIONAL NURSE						
SECONDARY 183 DAY	7.75	1418.25	42,391	43,769	45,191	46,660
MAPLE AVE. 183 DAY	7.5	1372.5	41,038	42,372	43,749	45,171
ELEMENTARY 183 DAY	7.5	1372.5	41,038	42,372	43,749	45,171
LICENSED PROFESSIONAL NURSE						
180 DAYS	7	1260	21,231	21,921	22,633	23,369
CERTIFIED OCCUPATIONAL THERAPIST ASST						
180 DAY	7	1260	35,872	37,038	38,242	39,485
CERTIFIED PHYSICAL THERAPIST ASST						
180 DAY	7	1260	35,872	37,038	38,242	39,485
SCHOOL FOOD SERVICE						
SCHOOL FOOD SERVICE CASHIER - HOURLY			13.55	13.99	14.44	14.91
COOK						
SECONDARY	7	1400	22,764	23,504	24,268	25,057
ELEMENTARY	7	1400	21,924	22,637	23,373	24,133
SCHOOL FOOD SERVICE HELPER - HOURLY			13.55	13.99	14.44	14.91
MOTOR VEHICLE - HOURLY			15.33	15.83	16.34	16.87
SCHOOL TRANSPORTATION SERVICE						
SCHOOL BUS DRIVER - HOURLY			18.54	19.14	19.76	20.40
SCHOOL BUS DRIVER ASSISTANT - HOURLY			14.30	14.76	15.24	15.74
HEAD MECHANIC	8	2080	55,182	56,975	58,827	60,739
MECHANIC	8	2080	47,382	48,922	50,512	52,154
SCHOOL BUS DRIVER/CLEANER	8	2080	35,402	36,553	37,741	38,968

APPENDIX B

Differentials **(07/01/17 – 06/30/21)**

	<u>17-18</u>	<u>18-19</u>	<u>19-20</u>	<u>20-21</u>
RPN w/ BOCES Student	150	150	150	150
Senior Food Service Helper	700	700	700	700
Working Head Custodian-secondary	6,500	6,500	6,500	6,500
Working Head Custodian- (Caroline Street, Division Street, Geyser Road, Greenfield, Lake Avenue)	4,500	4,500	4,500	4,500
Working Head Custodian (Dorothy Nolan)	5,000	5,000	5,000	5,000
Building Maintenance Mechanic Supervisor, 2 nd Shift	3,500	3,500	3,500	3,500
Supervising Mechanic-2 nd Shift	3,500	3,500	3,500	3,500
Night shift – 2 nd Shift (custodians, maint. mechanics, trns. mechanics)	1,040	1,040	1,040	1,040
Night shift – 3 rd Shift (custodians, maint. mechanics, trns. mechanics)	1,560	1,560	1,560	1,560
Sr. Groundskeeper	2,500	2,500	2,500	2,500

APPENDIX C

SARATOGA SPRINGS CITY SCHOOL DISTRICT

The School District wishes to question you about a matter which has the potential to be a subject of disciplinary action. You have a right to representation by your certified employee organization, the Civil Service Employees Association. If you choose to request representation, a reasonable period of time shall be afforded to obtain such representation.

I request reasonable time to secure C.S.E.A. representation. Check below:

Yes _____

No _____

Employee Signature

Date

CSEA Representative Signature

Date

Supervisor Signature

Date

Employee refused to sign:

CSEA Representative Signature

Date

Supervisor Signature

Date

Comments:

COPY TO CSEA PRESIDENT



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

Danny Donohue, President

