
AGREEMENT

by and between the
BOARD OF EDUCATION

of the
**SCHUYLERVILLE CENTRAL
SCHOOL DISTRICT**

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



Schuylerville CSD Unit #8459-00
Saratoga County Educational Local 864

July 1, 2018 - June 30, 2021

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Preamble

The non-instructional personnel of the Schuylerville Central School District are an important part of the educational program. Upon their shoulders rests the responsibility of bringing children to school, maintaining a clean, safe school in which learning can take place, providing the children with nutritional, well balanced meals and taking care of the business and operational aspects of the school complex.

The relationship between the Board of Education and the Schuylerville Central School Chapter of the Civil Service Employees' Association and/or employees has been congenial. We would like to continue this effective and harmonious relationship. This Agreement between the Board and the CSEA is evidence of our mutual respect and trust.

Article I Recognition

Section I – The School District recognizes the CSEA, Inc. Local 1000 AFSCME, AFL-CIO for the Schuylerville Central School District Unit of Saratoga Educational Local 864 as exclusive representative for the purpose of collective negotiations and grievances pursuant to the Public Employees' Fair Employment act, as the exclusive representative of the non-instructional personnel with the exception of the Director of Facilities, the Food Service Manager, Transportation Supervisor, Business Manager/Treasurer, Business Office Account Clerk, Business Office Clerk, Director of Computer Services, Assistant to the Director of Computer Services, Secretary to the Superintendent and Board of Education, Secretary to the CSE Chairperson, Director of Student Scheduling & Data Operations, PC Network Technician, and those employees designated management and/or confidential by PERB or the parties hereto, as defined in the procedures concerning recognition as heretofore adopted by the Board of Education of said District. Unless otherwise indicated, employees in this unit will be hereinafter referred to as 'employees'.

Section II – The CSEA Chapter of the Schuylerville Central School affirms that it does not assert the right to strike against the Employer, to assist or participate in any such strike, or to impose an obligation upon its members to conduct, assist or participate in such a strike.

Article II Scope

All actions of the Board and the CSEA Unit shall be governed by the provisions of the Education Law of the State of New York and other applicable statutes of the State of New York.

Article III Definitions

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

- A. 'School District' or 'District' shall mean the Schuylerville Central School District.
- B. 'Board of Education' or 'Board' means the Board of Education of the School District.
- C. 'Association' means the Schuylerville Central School Chapter of the Civil Service Employees' Association.
- D. 'School Year' means the period commencing on the first day of July in each year and ending on the thirtieth day of June next.

- E. 'Employee' means all cafeteria, custodial, office personnel, bus drivers and transportation personnel, school nurses, monitors and aides except those titles excluded under Article I Recognition.

Article IV Duration

The provisions of this Agreement shall be effective as of July 01, 2018 and remain in full force and effect until June 30, 2021.

Article V Negotiations Procedures

During the January preceding the expiration date of this Agreement, the parties will enter into good faith negotiations over a successor agreement covering the following school year.

Neither party in any negotiations shall have control over the selection of the representatives of the other party and each party may select its representatives from within or outside the School District. While no final Agreement shall be executed without ratification by the Association and the Board, the parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, consider proposals and reach tentative compromises in the course of negotiations.

Article VI Miscellaneous Provisions

- A. This Agreement shall supersede any rules, regulations or practices of the Board which shall be contrary to, or inconsistent with its term.
- B. If any provision of this Agreement or any application of this Agreement or any employee or group of employees be declared invalid by any court or competent jurisdiction, the parties shall immediately reconvene for a suitable replacement, and all other provisions or applications shall continue in full force and effect.
- C. Copies of this Agreement shall be provided by the Board and given to all employees now employed or thereafter employed by the Board within two weeks after its execution or employment if that occurs later.
- D. The Unit will be allowed reasonable use of interschool mail facilities and employee mailboxes. Members of the bargaining unit will be allowed reasonable use of interschool email facilities for the communication of union related and district related business.
- E. After following the normal procedure for use of buildings, the Unit will have the right to use the school buildings at reasonable times for meetings and other business.
- F. The parties agree to create a Labor Management Committee, composed of three (3) members of the bargaining unit and three (3) members of the School District Administration. The purpose of the Labor Management Committee is to meet and discuss matters of mutual interest between the parties as a means of enhancing and improving labor relations. The parties will meet in a Labor Management Committee meeting each month of the school year. However, if no agenda is provided at least three (3) working days before the scheduled meeting, no meeting will be held. Any agreements between the parties during Labor Management Committee meetings will be reduced to writing, signed by the appropriate representative from the Association

and from the School District and, where appropriate, approved by the membership of the Association and the Board of Education of the School District.

Article VII Vacancies & Promotions

- A. The Superintendent will provide the CSEA President with copies of the postings for all job openings which shall include a description of duties, location of the job and rate of pay.
- B. All vacancies and new openings will be posted for ten (10) working days prior to the permanent filling of such positions. All vacancies and new openings in CSEA represented titles will be posted on the Schuylerville Central School District's website and will be emailed to all CSEA represented employees. The posted positions shall include title, qualifications, rate of pay and number of days per year allocated to the position.
- C. If any employee is appointed to a promotional position, he/she shall receive a salary at least equal to the salary of the employee's former position.
- D. When an employee is assigned by the administration to perform the out-of-classification duties of an absent employee in a higher classification, such employee shall, after five (5) working days of such assignment, receive the rate of pay based on the minimum salary in that higher classification, unless that pay is less. The employee may request to the Superintendent in writing that this five day requirement be waived.

An employee assigned to perform duties of the Senior Custodian will receive an additional daily stipend of \$25.00 upon completion of five (5) consecutive work days. For example, 1-4 days – no stipend. On the 5th day, the employee will be paid \$125 plus an additional \$25 per day thereafter.
- E. All positions in the District shall be posted if there is a change in the daily number of hours scheduled, if there is a change increasing the work day of thirty (30) minutes or more annually, or if the said change results in the position gaining or losing benefit eligibility.
- F. Extra hours for work in CSEA represented titles will be offered to CSEA employees in that classification first, by order of seniority, before the extra hours may be offered to non-bargaining unit personnel.

Article VIII Collection of CSEA Chapter Dues

- A. The employer hereby agrees to take from the wages and salary of every nonmember in this negotiating unit, an agency shop fee deduction in the amount of dues levied by the Civil Service Employees' Association, Inc. and to transmit said sum in a separate check to CSEA Inc., 143 Washington Avenue, Albany, NY 12210.
- B. The employer agrees to send a list containing the names, addresses, social security number, department employed by and dollar amount paid to those agency shop fee employees along with the separate agency shop fee check.

Article IX
School Board Rules & Regulations

The Board agrees to make available to all employees copies of the School Board Policy of Rules and Regulations.

Article X
Insurance

A. Only those employees working at least four hours per day on a regularly appointed basis are considered to be eligible for health insurance and dental insurance. If, as a result of the implementation of Time Recording Devices in 2016, an employee's total hours worked for the day are rounded down from four (4) or more hours per day to three (3) hours and 45 minutes (per Article XV Section M), the employee will still be considered to qualify for health and dental insurance. The employee will only be considered disqualified from eligibility if his or her regularly appointed hours worked for the District are equal to three (3) hours and 44 minutes per day or less.

B. All eligible employees shall be offered Alternative PPO offered by the WSWHE BOCES health insurance consortium. The contribution rates by the eligible employees shall be as follows:

<u>2018-19</u>	<u>2019-20</u>	<u>2020-21</u>
0%	3%	6%

In other words, eligible employees will pay 0% of the applicable premiums for the individual, two person, or family coverage in the 2018-19 school year. Thereafter, the premium contribution percentage paid by employees on their chosen plan will increase to 3% in 2019-20 and to 6% in 2020-21.

- C.
1. Eligible employees retiring from service shall continue to be covered by the Alternative PPO plan offered by the WSWHE BOCES health insurance consortium and the retiree's insurance shall be paid in full by the employer less the retiree's contribution toward the premium for individual, two person or family coverage. For eligible employees who retire on or after July 1, 2018 and on or before June 29, 2021 the retiree's contribution shall be at 6%. For eligible employees who retire on or after June 30, 2021, the retiree's contribution shall be at 7%.
 2. For purposes of determining eligibility for employees hired on or after July 01, 1981 but prior to July 1, 2000 hereunder 'retirees' shall mean an employee who:
 - a. Has ten (10) years of continuous service with at least four (4) hours per day with the district, including time working under CETA in the same position. Involuntary layoff of up to one year will not interrupt continuous service.
 - b. At the time of retirement is at least the minimum age for retirement with full benefits under the rules and regulations of New York State Employees Retirement System (NYSERS) and retire from the District.
 3. For purposes of determining eligibility for employees hired on or after July 01, 2000, hereunder 'retirees' shall mean an employee who has twenty (20) years of service with at least 4 hours per day with the District including time working under CETA in the same position and at the time of retirement is at least the minimum

age for retirement under the rules and regulations of the New York State Employees Retirement System (NYSERS) and retire from the District.

- D. All eligible employees shall be enrolled in the individual CSEA Dental Plan beginning January 01, 1984. The School District will pay 100% of the premium.
- E. All eligible employees with families shall be enrolled in the CSEA Family Dental Plan beginning July 1, 1984. The School District will pay 100% of the premium.
- F. The District shall have the right to change health insurance plans or carriers provided such change results in comparable coverage to employees.
- G. Effective July 1, 2012 no spousal Medicare reimbursement for Medicare Part "B" will be provided to retirees. For eligible employees who retire from the district during the 2012-13 school year, the District will reimburse 100% of the Medicare Part "B" cost. For eligible employees who retire from the district during the 2013-14 or the 2014-15 school years, the District will reimburse 75% of the Medicare Part "B" costs. For eligible employees who retire from the district during the 2015-16 school year, the District will reimburse 50% of the Medicare Part "B" cost. Effective June 30, 2016, the District will no longer reimburse any eligible employees who retire for the Medicare Part "B" cost. An employee who retires during the term of this contract with eligibility for Medicare Part "B" coverage reimbursement will receive the Medicare Part "B" coverage reimbursement from the District applicable to their date of retirement at the time they become eligible for Medicare Part "B," regardless of the age of the member at the time of retirement.
- H. The Board agrees to provide term life insurance of \$25,000 face value for each member of the bargaining unit.
- I.
 - 1. For employees who work four (4) hours or more per day, there will be \$100 per day payback for unused accumulated sick days upon retirement from the District under the conditions in Article X (C), (1), (2), (3). When calculating this figure, the first 165 days will be deducted due to the NYS Retirement System provision for Civil Service Employees. Payment will be based on the rest. All provisions for retirement benefits from Article X must be met for eligibility. There will be a limit of 200 days over the 165 days that are applied to Civil Service Retirement.
 - 2. For those employees who work less than four (4) hours per day, \$50 per day payback for unused accumulated sick days upon retirement from the District under the conditions in Article X (C), (1), (2), (3). When calculating this figure, the first 165 days will be deducted due to the NYS Retirement System provision for Civil Service Employees. Payment will be based on the rest. All provisions for retirement benefits from Article X must be met for eligibility. There will be a limit of 200 days over the 165 days that are applied to Civil Service Retirement.
 - 3. An employee who works multiple jobs in the District will only be able to receive "payback" for sick days for one job. Further, for employees who are involuntarily reduced from a position which involves work of four (4) hours or more per day within two (2) years of their effective date of retirement, such employees will still be entitled to the \$100 per day payback hereinabove. However, employees who voluntarily take a position of less than four (4) hours per day or who are involuntarily reduced from a position of four (4) hours or more per day to a position less than four (4) hours per day and retire more

than two (2) years after such involuntary reduction will be only entitled to the \$50 per day payback.

4. In order to be eligible for the payment for unused accumulated sick leave upon retirement, the unit member must notify the District at least thirty (30) days prior to the effective date of his/her retirement.
- J. The Board of Education will pay the employer's share of New York State Disability Insurance with the employee contributing \$0.50 per week.
- K. Health Insurance Buyout

1. Any eligible member of the bargaining unit may elect to receive a 'cash benefit' instead of the health insurance coverage provided for in this Article. The member must annually elect the cash benefit in writing, which must be submitted to the Superintendent on or before May 15th of each school year for the election to be effective July 1 of the subsequent school year. Bargaining unit members appointed on or after July 1 must make the election no later than thirty (30) days after being appointed. No election of the cash benefit will be valid unless accompanied by proof of health insurance coverage.
2. If up to fourteen (14) members of the bargaining unit opt out of health insurance, the amount of 'cash benefit' to be paid annually by the District to the entitled bargaining unit member who elects the benefit shall be \$2,000 to those unit members otherwise eligible for two-person or family health insurance coverage and \$1,000 to those unit members who opt out of individual health insurance coverage. If fifteen to seventeen (15-17) members of the bargaining unit opt out of health insurance, the amount of 'cash benefit' to be paid annually by the District to the entitled bargaining unit member who elects the benefit shall be \$5,000 to those unit members otherwise eligible family health insurance coverage, \$4,000 to those unit members otherwise eligible for two-person insurance coverage, and \$3,000 to those unit members who opt out of individual health insurance coverage. If eighteen or more (18+) members of the bargaining unit opt out of health insurance, the amount of 'cash benefit' to be paid annually by the District to the entitled bargaining unit member who elects the benefit shall be \$6,000 to those unit members otherwise eligible family health insurance coverage, \$5,000 to those unit members otherwise eligible for two-person insurance coverage, and \$4,000 to those unit members who opt out of individual health insurance coverage. The cash benefit shall be in addition to the unit member's scheduled salary, shall be part of the annual salary for not more than one school year, and shall be equally distributed over the period of time served that year.
3. Any bargaining unit member who has received a cash benefit payment from the District in lieu of health insurance coverage and who leaves the employment of the District prior to June 30th shall have a pro-rated portion of such cash benefit adjusted in his/her final paycheck.
4. Any bargaining unit member who has elected the cash benefit in accordance with this provision may be reinstated into the District plan during the school year in which (s)he has elected the cash benefit, provided that (s)he makes a written request for coverage under the District health insurance plan to the Superintendent. The resumption of coverage shall be governed by the rules, regulations and procedures of the insurance carrier. Any member who has received a cash benefit payment and who is reinstated under the District health insurance plan prior to June 30th shall have a pro-rated portion of such cash

benefit adjusted in the remaining paychecks following reinstatement. The District and the CSEA agree to work cooperatively to try to mitigate any problem that arises from the exercise of this option.

Article XI Absence Regulations

- A. Personal Illness Leave – There will be twelve (12) days personal illness leave per year with unlimited accumulation for employees on a ten month schedule and fourteen (14) days personal illness leave per year with unlimited accumulation for employees on a twelve month schedule. The District may require that an employee provide proper documentation (doctor's note/verification) verifying an illness if it is suspected that the employee has developed a pattern of sick leave misuse or has used an excessive amount of sick leave. Such requirements shall be in writing and shall apply to each future absence if the pattern of sick leave continues. This requirement of furnishing a doctor's verification shall be for a reasonable time and shall not exceed five (5) months.
- B. Personal Business Leave – There shall be five (5) personal business days per year non-cumulative. However, unused personal business days for each year shall be added to accumulated personal illness days.
- C. Authorized Special Leave – Authorized absence without loss of pay or charged to personal business days, may be granted if the absence involves official school business and is approved by the Superintendent.
- D. Sickness in the Immediate Family – An employee may use a maximum of 50% of the employee's accumulated personal illness leave for sickness in the immediate family (immediate family is defined in Section E-1) with a maximum of twenty (20) days in any school year.
- E. Definition of Terms
 - 1. Sickness in the Immediate Family – Immediate Family is defined for this purpose as spouse and unmarried children living at home and other blood relatives who normally live in the same household and an employee's father or mother, whether the parent lives in the same household or not.
- F. Child Rearing Leave
 - 1. Leave of Absence Without Pay – An employee may apply in writing to the Superintendent and request a leave of absence without pay. Such leave may be for a period up to a maximum of two years. Any application for leave under this section must be filed thirty days prior to the effective date of said leave and contain the anticipated date of return in terms of the beginning of a first or second semester. At the discretion of the Superintendent, the employee may return at a time other than the beginning of a semester.
 - 2. In the event that the employee is unable to return to duty on the anticipated date, the employee must notify the Superintendent in writing and suggest an alternate date at the beginning of a semester. If an employee fails to notify the Superintendent as stated above or provide said notice and fails to return to duty within thirty working days after the last effective date of the leave, the employee shall be deemed to have resigned and the obligation of the District to provide a position to the employee will have ceased.

3. Upon the employee's return, that employee shall be placed in the same or similar position in the area for which the employee is qualified. No benefits of seniority in terms of salary leave or other benefit shall accrue to the employee as a result of or during such leave.
 4. Except to the extent provided for under FMLA, during any such leave, health insurance benefits may be maintained by the employee upon payment in full semiannually in advance to the District, of the premium of said insurance. In the event of pregnancy during a leave, the above provisions shall apply.
- G. **One Year Sick Leave** – The Board agrees to grant an approved leave of absence for personal illness (with a doctor's excuse) for one school year, without pay and without loss of accrued seniority to any member of the non-instructional personnel after five years of service. If an employee is able to return to full employment and a vacancy occurs, he/she may be offered opportunity to return to full employment prior to the end of his/her leave.
- H. **Personal Business Day Policies**
1. Personal Business Days should not be requested for matters which can be scheduled outside of regular working hours. No reason for personal business leave need be indicated by the employee.
 2. Personal Business Days should not be requested on a day prior to or the day following a 'vacation'.
 3. Absence requests immediately before or after a vacation period or long weekend must be approved in advance in writing by the Superintendent if the reason is acceptable.
 4. Personal Business Leave will be granted only with approval of the immediate supervisor. Application shall be made at least two (2) work days in advance of the day in question except in cases of emergency as determined by the Superintendent or his designee.
 5. Personal Business Days may be used for religious observance.
 6. No more than two (2) personal business days may be taken consecutively unless approved by the Superintendent.
 7. When an employee is required to attend a management imposed hearing, this absence will not be charged to the employee's personal leave.
- I. **Leave of Absence Without Pay** – Leave of absence without pay will be granted only in cases of demonstrated hardship. Application for a leave of absence without pay will be made to the Superintendent who may make a recommendation to the Board of Education for their approval or disapproval.
- J. **Jury Duty** – Employees who cannot be excused and thereby required to serve on jury duty will receive their regular salary during such service less any payments made to them for such service. Such time shall not be deducted from the employee's leave time.
- K. **Bereavement Leave** – Up to three days non-cumulative without loss of pay for absence due to each death in the immediate family. 'Immediate Family' hereunder is defined as employee's spouse, parents of employee or employee's spouse, employee's brother,

sister, brother-in-law, sister-in-law, children and grandchildren of employee or spouse, grandparents of employee or spouse.

L. Association Days – Upon prior notice of forty-eight (48) hours to the Superintendent of Schools, up to three (3) days per year for the president or authorized designee may be used for Association Business. Such days are non-cumulative.

M. Sick Bank – The purpose of the Sick Bank is to help minimize the impact on an employee when they are injured or ill. It is not intended that the Sick Bank supplant the disability program for the employees. It is also not the intent of the Sick Bank to supplant disability retirement. Therefore, the guidelines for the Sick Bank are as follows:

If it is anticipated that an employee will be out on sick leave for an extended period of time due to illness and has sick days, the employee should immediately file for disability. In doing so, if the employee runs out of sick time, the employee will not have to wait the usual seven (7) day waiting period for disability payments to begin.

If it is anticipated that an employee will be out on sick leave for an extended period of time due to illness and has no sick time, other CSEA employees or the District will donate enough sick days to cover the employee's salary until disability payments begin (usually 7 days).

The District and CSEA recognize that in some circumstances use of a sick bank is necessary, i.e. if an employee is ill or injured for more than the 26 weeks allowed by disability. In such instances, the Superintendent of Schools and CSEA President will work together to resolve the situation.

N. Sick Leave and Personal Leave Incentive – 10 month part time and 12 month full time employees will have the following amount of days added to their retirement sick day payback at retirement, which is outlined in Article X Section H, if they are absent for two or fewer days (for 10 month part time) or three or fewer days (for 12 month full time) during a given school year. These days are only to be added to the employee's total days for the retirement payback, and cannot be used as a normal "sick day." If an employee holds multiple positions within the District, these additional days shall count toward the position for which the employee works more hours. If, as a result of this incentive, an employee earns additional sick leave that exceeds the limit of 200 days over the 165 days that are applied to Civil Service Retirement (as outlined in Article X Section H), he or she shall be entitled to payment for those additional days.

	<u>10 Month Part Time</u>	<u>12 Month Full Time</u>
0 Days Absent*	10 Days	10 Days
1 Day Absent*	9 Days	9 Days
2 Days Absent*	8 Days	8 Days
3 Days Absent*	N/A	7 Days

*Days shall mean sick and personal days, loss of pay equivalent to one day, and unpaid leave equivalent to one day. Loss of pay or an unpaid leave shall count as an absence as it relates to the calculation of the "Sick Leave and Personal Leave Incentive."

**Article XII
Retirement Contribution**

The Board agrees to maintain the NYS Retirement Plan 75G with Option 41J for all eligible employees in accordance with the systems rules and regulations.

**Article XIII
Vacations**

- A. Vacation time will be accrued and credited on a monthly prorated basis beginning July 1 of each year. Employees will not be entitled to use accrued vacation time until July of the following year unless approved by the Superintendent.
- B. All non-teaching personnel who are on a twelve month schedule will receive ten (10) days vacation per year until they have completed six years service by June 30 the preceding year after which they will receive fifteen (15) days vacation per year until they have completed eleven years service by June 30 after which they will receive twenty (20) days vacation per year.
- C. Twelve month employees who have completed five years of service by June 30 of the preceding year or ten years service by June 30 of the preceding year, will receive additional vacation days for the following year only according to the following schedule:
 - 1. Four (4) days if the employee's anniversary of hiring is ninety (90) days after June 30.
 - 2. Three (3) days if the employee's anniversary of hiring is one hundred eighty (180) days after June 30.
 - 3. Two (2) days if the employee's anniversary of hiring is two hundred seventy (270) days after June 30.
 - 4. One (1) day if the employee's anniversary of hiring is less than one year after June 30.
- D. With the prior approval of the Superintendent of his/her designee, an employee may take vacation at any time during the school year. The employee's request for vacation dates must be submitted to the Superintendent at least 2 weeks prior to the vacation dates. The Superintendent or his/her designee may waive the requirement of the two week notification. In any event, there shall be a regular building custodian on duty each working day.
- E. Effective July 1, 2017, upon separation from the District, the employee shall be paid for any unused vacation days, to a maximum of thirty (30) days, at his or her current rate of pay.

**Article XIV
Paid Vacation Holidays**

School will be closed for custodial, office and garage personnel on the following days:

Independence Day
Labor Day
Columbus Day
Veterans' Day
Thanksgiving Day & Day After Thanksgiving

Christmas Day
Day After Christmas
New Year's Day
Martin Luther King Day
President's Holiday
Good Friday
Memorial Day

If a paid holiday falls on a Saturday or Sunday, a day when school is in session or during a twelve month employee's scheduled vacation, then employees may have another day off when school is not in session as agreed upon between employee and supervisor.

Article XV
General Conditions Affecting All Employees

- A. Overtime pay beyond forty (40) hours per week will be paid as time and one half the hourly rate. For purposes of calculating overtime pay, vacation and holiday time will be considered time worked toward the forty (40) hour threshold. However, all other absences, scheduled or unscheduled, will not count as time worked for purposes of the forty (40) hour threshold.
- B. All regular employees shall have preference by seniority on any job openings in their classification after the employee has completed the probationary period in the present assignment. This provision does not apply to mid-year openings in teacher aide positions.
- C. 1. 'District Seniority' shall be that seniority accrued by an employee commencing with the employee's date of hire by the District. In the event that several employees share the same appointment date, seniority shall be determined by the order that their names are recorded in the School Board minutes (the names may be recorded in order of qualifications, not necessarily in alphabetical order.)
2. 'Classification Seniority' shall be that seniority accrued by an employee commencing with that employee's date of appointment to that classification. In the event that several employees share the same appointment date, seniority shall be determined by the order that their names are recorded in the School Board minutes (the names may be recorded in order of qualifications, not necessarily in alphabetical order.) Classification for Aides and monitors shall be further broken down into their specific duties (educational aide, library aide, computer aide, transportation aide, study hall aide, clerical aide, health aide, cafeteria monitor, hall monitor and bus/parking lot monitor, etc.)
3. Seniority shall be accrued without regard to the number of hours per day that an employee works.
4. Employees shall accrue a full year's seniority so long as the employee works for the District at least eight months in that fiscal year (July 1 to June 30).
5. Employees whose positions have been abolished shall be permitted to bump the least senior employee within their classification. If the affected employee is the least senior employee within their classification, then the employee shall be permitted to bump into a previous classification that they have worked in. District seniority will be used for bumping into previously worked in classifications. Previously accrued seniority within any of that employee's classification area (s) will continue to be maintained. As a result of a voluntary transfer, an employee cannot bump into a previous classification

area where there is no vacancy and the job is already being held by an employee with less seniority.

6. Employees in a classification may bump based upon seniority within and between groups of employees within that classification based upon the number of hours worked per day (i.e. a six hour Educational Aide whose position is being eliminated would be permitted to bump the least senior six hour Educational Aide, the least senior six hour Educational Aide would then be permitted to bump the least senior Educational Aide in the group of Educational Aides with the next lowest number of hours per day (i.e. five hours), so long as he/she has more seniority than the least senior employee in that next lowest group. If the six hour employee is not senior to the least senior employee in the next lowest group (five hour employees) then that employee would be able to bump to the next lowest group using the seniority conditions set forth above.

7. Employees who bump to a position in their classification with fewer hours than that position from which they were bumped would retain recall rights to a position in their classification encumbering the same number of hours as that from which they were bumped for a period of one year, based upon seniority of employees bumped from that higher hourly group.

8. Recall of laid off employees would be done only after internal posting of a vacancy and/or recall of incumbent bumped employees (i.e. six hour employees who bumped to five hours, etc.).

9. Any laid off employees would remain on a recall list for one year from the date of their layoff.

10. Any employee laid off would be recalled based upon seniority among employees in that classification to available vacancies and may refuse recall to positions with fewer hours per day than that from which he/she was laid off without jeopardizing his/her position in the recall list. Refusal of recall to a vacancy with the same number for more hours will result in removal from the recall list.

11. Employees will be notified of recall by registered mail and must reply within ten days.

12. If an employee's position is to be abolished, that employee shall be notified in writing, at least thirty (30) days prior to the layoff or the employee shall be compensated for the remainder of the thirty days at his/her regular rate of pay.

D. Salary for employees hired for less than full time will be based prorata on the appropriate scale.

E. Personnel covered by this Agreement shall be paid within the scales which follow.

F. Emergency School Closings

1. On days when school is closed due to inclement weather conditions, hazardous roads, and/or related conditions, the following will apply to all twelve month members of the non-instructional staff:

a. Employees will report to work unless directed not to do so by their immediate supervisor.

b. Should some twelve month employees be required to work while others are not, those working will receive compensatory time.

- c. If all twelve month employees are required to work, no extra compensation will be given.
- 2. On days when school is closed as mentioned in (a), and the District has not announced such closing by the time drivers must report to work, each reporting employee will be compensated at his/her hourly rate for two hours.
- G. Those employees with ten consecutive years in the School District will have \$450 added to their yearly salary for the next year only. In the same manner, employees with fifteen consecutive years of service will have \$550 added to the next year's salary only, those employees with twenty consecutive years of service will have \$650 added to the next year's salary only, employees with twenty-five consecutive years of service will have \$750 added to the next year's salary only, employees with thirty consecutive years of service will have \$850 added to the next year's salary only, employees with thirty-five consecutive years of service will have \$950 added to the next year's salary only, employees with forty consecutive years of service will have \$1,050 added to next year's salary only. Longevity payments will be issued the payroll after the anniversary date.
- H. When an employee working alone is confronted with work which would be dangerous for him to undertake by himself, he shall request assistance from his immediate supervisor, whose judgment shall prevail.
- I. Should an individual hold two jobs within the District, the individual may not take time off to work from one position to another position unless requested to do so by the District.
- J. Extra temporary work may be offered to regular unit members with the understanding that this will not affect their benefit status.
- K. An employee may receive reimbursement for a job related course with prior written approval from the Superintendent.
- L. All employees will receive a salary increase in the CSEA bargaining unit as follows:

2018-2019	3.25% increase
2019-2020	3.25% increase
2020-2021	3.25% increase
- M. All employees' total hours worked will be rounded up or down to the nearest ¼ hour mark. Everything up to the first seven (7) minutes of the ¼ hour will be rounded down; everything from the eighth (8th) through 14th minute will be rounded up. For example, if an employee works between four (4) hours and one (1) minute and four (4) hours and seven (7) minutes or less, he or she will be recorded as having worked four (4) hours. If the employee works between four (4) hours and eight (8) minutes and four (4) hours and 14 minutes, he or she will be recorded as having worked four (4) hours and 15 minutes.

**Article XVI
Bus Driver Personnel**

- A. Starting Salary \$18.00/hour Class B Bus Drivers
 \$14.97/hour Class C Bus Drivers

- B. Bus Drivers who drive athletic trips or other trips in addition to their regular schedule shall be paid at the following rate:

2018-2019	\$16.00/hour
2019-2020	\$16.25/hour
2020-2021	\$16.50/hour

- C. The District shall provide bus drivers with the following meal allowance for approved trips outside the Schuylerville Central School District which are six (6) hours or more in duration, which shall be paid upon the presentation and approval of the Transportation Supervisor of a voucher, with an attached receipt:

2015 – 2016	\$11.75
2016 – 2017	\$11.75
2017 – 2018	\$11.75

- D. Bus Drivers will be paid their hourly rate to attend all 19-A and SED required training.
- E. Bus Drivers shall receive a copy of the rules and regulations promulgated by the State of New York and updated by the District on a regular basis.

F. Extra Trips – Assignment Process

1. Regularly Scheduled Trips – The Transportation Supervisor or designee will post the trips on a calendar as soon as received. Drivers are to sign up by 2:15 pm Thursday for the following week or period to be covered on Friday or the last day of school. All trips will be assigned for the week by the Transportation Supervisor or designee on Friday or the last day of school.

Trips will be assigned on a weekly basis. This will be displayed on a weekly basis. Two rotating lists will be used—one for trips that occur in the afternoon/evening or non-school day, and the other for mid-day trips. These lists shall not apply to isolated emergency situations where time is of the essence. If a driver does not sign up for, or accept, a trip, he/she will forfeit his or her turn in that particular rotation. He or she will be eligible for a trip when the rotation next gets to his or her name after completing the full list.

2. Cancellation by a Driver – If a Driver books off an assigned trip, drivers will be asked to replace the assigned driver based on the rotating list.
3. Cancelled Trip – The assignment will be dropped if a cancellation occurs. The weekly assignments will remain as assigned regardless of cancellation.
4. Rescheduled Trips: If a trip (i.e. all or part of trip) is rescheduled, the first attempt will be made to give the trip to the driver who originally was assigned that trip. If that driver already has a trip on that day, he/she will have the choice of which trip he/she wants. As a result, if a trip becomes available, a driver will be assigned based on the rotating list. Acceptance of the rescheduled trip will not affect trip assignment for the week.
5. Late Notice Trips – Trips that come in during the week (after assignments for that week have been made) should go to the next senior driver on the rotating list who requested a trip that week.

- G. Middle of the day work –All fixed mid-day assignments shall be offered by seniority, however drivers shall not be allowed to accept more than one (1) mid-day fixed

assignment at a time. If a new assignment becomes available, the most senior driver shall be allowed to bid on it, even if that driver has previously accepted a mid-day fixed assignment. That driver would then forfeit their previous mid-day fixed assignment.

- H. Bus Drivers hired prior to July 01, 1998 shall work a 180 day year.

Article XVII
Cafeteria Personnel Schedule

- A. Cafeteria Workers – Base salary for a 30 hour work week (1080 hours)

Cafeteria Workers – 6 Hrs.

Starting Salary \$13,796

Cooks/Bakers – 6 Hrs.

Starting Salary \$21,352

Cooks/Bakers – 5 Hrs.

Starting Salary \$17,793

- B. Cafeteria Cashiers – 3 Hours Daily (540 Hours)

Starting Salary \$6,900

Monitors – See Article XIX for Starting Salary Rates

- C. Overtime pay will be at the regular hourly rate if approved in advance by the Superintendent. If a cafeteria worker is employed for more than 40 hours per week, she shall be paid time and one half.

- D. Cafeteria Workers will receive their regular hourly rate when they are employed after regular work hours.

- E. Cafeteria Workers, Cashiers and Monitors hired prior to July 01, 1998 will work a 180 day year. Those Cafeteria Workers, Cashiers, and Monitors hired on or after that date will work the number of days established by the District.

- F. The District shall provide all Cafeteria workers with six (6) shirts per year.

Article XVIII
Custodial Personnel Schedule

- A. Custodians – Base Salary for a 40 Hour Week (2080 Hours)
Starting Salary \$29,715
- B. Senior Custodian – Base Salary for a 40 Hour Week (2080 Hours)
Starting Salary \$40,886
- C. Groundskeeper – Base Salary for a 40 Hour Week (2080 Hours)
Starting Salary \$34,921
- D. Cleaner – Base Salary for a 40 Hour Week (2080 Hours)
Starting Salary \$24,832
- E. Maintenance Mechanic – Base Salary for a 40 Hour Week (2080 Hours)
Starting Salary \$36,090
- F. Head Groundskeeper – Base Salary for a 40 Hour Week (2080 Hours)
Starting Salary \$44,921
- G. The Senior Custodian, Maintenance Mechanics and Custodians working during the day will work an 8 ½ hour day inclusive of a one half hour unpaid lunch. Evening custodians will work an 8 hour day inclusive of a one half hour paid lunch. With the approval of the Superintendent, work hours will be established by the Building Principal, Custodial Supervisor and the employee.
- H. Saturday Work – All custodians and groundskeepers hired prior to July 1, 1998 will be given the opportunity to work four hours Saturday mornings from 7:00 – 11:00 a.m. unless another time is mutually agreed upon by the Director of Facilities and the employees, at time and one half for the four hours on weeks when school is in session. On or before September 1, all personnel must signify in writing to the Superintendent whether or not they will be available over the 10 or 25 day commitment to Saturday work. Those who do not signify the intent to work will be offered Saturday overtime at the discretion of the District. Any cleaner hired prior to July 01, 1998 and later appointed as a custodian will also be given an opportunity to work four hours Saturday morning from 7:00 – 11:00 a.m. On the last two Saturdays of October and the first two Saturdays of November, the Superintendent of Schools and/or the Director of Buildings and Grounds can set hours for Saturday work other than the 7:00 a.m. to 11:00 a.m. timeframe.
- I. During the summer and full week recess periods there will be no regularly scheduled Saturday overtime work. Subject to prior approval of the Superintendent or his designee, flexible hours for summer and recess periods may be requested by the unit custodian or cleaner.
- J. Custodians and cleaners called in for extra work at any time will be paid for a minimum of two hours.

- K. Senior Custodians shall have first refusal for overtime work in their buildings that is the result of events held in their buildings.
- L. Custodial Personnel will work a 260 day year.
- M. The District shall provide uniforms to Custodial Personnel as follows:
 1. Custodial, Cleaners and Grounds staff: Six (6) shirts per year and Two (2) sweatshirts for the term of this agreement.
 2. Grounds staff only: One (1) winter coat for the term of this agreement.

**Article XIX
Office Personnel Schedule**

- A. Administrative School Aide – Base Salary for a 40 Hour Week (2080 Hours)
Starting Salary \$34,016
- B. All office personnel will work 8 ½ hours with one half hour for lunch from the opening of school until school closes in June, and 8 hours with one half hour for lunch during the summer recess and other vacation periods which will constitute a '40 hour week'. The beginning of work is to be flexible as best suits the particular area. The time span shall be established by the building principal and/or other supervisor and the employee with the approval of the Superintendent.
- C. The secretarial personnel may receive overtime pay at time and one half the regular hourly rate if approved in advance by the Superintendent.
- D. Office personnel will work a 260 day year.

**Article XX
Transportation Personnel Schedule**

- A. Automotive Repairman – Base Salary for a 40 Hour Week (2080 Hours)
Starting Salary \$34,559
- B. Automotive Serviceworker – Base Salary for a 40 Hour Week (2080 Hours)
Starting Salary \$28,419
- C. Dispatcher – Base Salary for a 40 Hour Week (1600)
Starting Salary \$30,000
- D. Transportation Personnel called in for extra work at any time will be paid for a minimum of two hours.
- E. Mechanics shall be provided with uniforms and/or coveralls by the District.
- F. The District agrees to provide a tool allowance of \$500.00 for each automotive repairman and automotive serviceworker. The intent of this program is to replace worn out or damaged tools that are the property of the individual employees that are covered in this section. The dollar amount \$500 will be pro-rated for part time employees.

Reimbursement will be made only with the prior written approval of the Transportation Supervisor and the presentation of a valid signed receipt.

- G. With the exception of the Dispatcher(s), Transportation Personnel will work a 260 day year.

Article XXI
Schedule for Educational/Clerical/Transportation/Health/Cafeteria
Aides & Monitors

- A. Base Salary for a 6 ½ Hour Work Day for all Aides including an unpaid one half hour for lunch (1080 Hours)

Starting Salary \$14,575
- B. Base Salary for a 6 ½ Hour Work Day for all Monitors including an unpaid one half hour for lunch (1080 Hours)

Starting Salary \$14,406
- C. Base Salary for a 6 ½ Hour Work Day for all Deaf Interpreters including an unpaid one half hour for lunch (1080 Hours)

Starting Salary \$23,000
- D. Aides required by the administration to work in addition to their regular schedule shall be paid their regular hourly rate for such hours so worked.
- E. When school is opening late, full time aides and nurses will report at the same time as the teachers in their respective buildings. Part time aides and nurses will report at the same time as the teachers in their respective buildings and work their required amount of time. Special concerns by the part time aides and nurses will be considered by the Superintendent.
- F. Educational, Clerical, Transportation, and Health Aides hired prior to July 01, 1998 will work a 180 day year. Educational, Clerical, Transportation, and Health Aides hired on or after July 01, 1998 will work the number of days as established by the District based on its operating needs.
- G. Childcare Aides (Before & After School) work anywhere between 7:00 to 9:00 a.m. and 3:00 to 6:00 p.m. This work is offered to current employees by seniority preference. The salary is determined by the District dependent upon enrollment or participation in the program. The District has the right to use students in these positions for internships.
- H. The Extended Detention Aide, the ISS Aide, and the Childcare Aide are considered to be included under the general classification of Educational Aides. Effective July 01, 2000, the minimum hourly wage is \$6 per hour for Childcare Aide.
- I. The Library Aide and Computer Aide positions created by the District are a distinct classification and considered separate for purposes of contractual rights from Educational Aides, Clerical Aides, Transportation Aides and Health Aides. Effective July 01, 2000, the pay for the position of Library Aide and Computer Aide shall be the same as that of Educational Aide, Clerical Aide, Transportation Aide, and Health Aide as provided for under Article XXI.

Article XXII
Schedule for School Nurse/RN

- A. Base salary for 8 ½ Hour Work Day including an unpaid one half hour lunch – 183 Days.
- | | |
|-----------------|----------|
| Starting Salary | \$34,186 |
|-----------------|----------|
- B. School Nurse(s) required by the Administration to work in addition to their regular schedule shall be paid their regular hourly rate for such hours worked.
- C. When school is opening late, full time aides and nurses will report at the same time as the teachers in their respective buildings. Part time aides and nurses will report at the same time as the teachers in their respective buildings and work their required amount of time. Special concerns by the part time aides and nurses will be considered by the Superintendent.
- D. Between the last day of attendance for teachers and June 30, if all work for the school year is completed, the School Nurse may work less than 183 days. The request must be approved in writing by the Superintendent of Schools and have the approval of the building principal. School Nurses shall provide twelve (12) days of employment to the District during the summer recess period, for which School Nurses shall be paid at the rate of thirty (\$30.00) dollars per hour or their per diem rate, whichever is higher. Nurses summer schedule shall be set by administrators by March 31sr.

Article XXIII
Use of Bulletin Boards for Notices

The CSEA shall be allowed to post notices on work location bulletin boards for meetings, announcements or any other matter relative to CSEA business.

Article XXIV
Grievance Procedure

1. Purpose
It is the policy of the Board and the Association that all grievances be resolved informally or at the earliest possible state of this grievance procedure. Informal settlement at any stage shall bind the immediate parties to the settlement, but shall not be precedents in a later grievance proceeding.
- Upon the successful completion of an initial probationary period, any bargaining unit member who is disciplined or discharged shall be entitled to grieve such action by the District under the grievance procedure provided herein. The choice by the employee to use the grievance procedure shall constitute a waiver of any other remedy available to said employee.
2. Definitions
- A. A 'grievance' is any alleged violation of this agreement or any dispute with respect to its meaning or application.
- B. An 'employee' is any person in the unit covered by this agreement.
3. Submission of Grievances
- A. Before submission of a written grievance, the employee must attempt to resolve it informally.

- B. Each grievance shall be submitted in writing on a form approved by the Board and the Association and shall identify the employee(s), the provision of this agreement involved in the grievance and the time and place where the alleged events or conditions constituting the grievance existed, and, if known, the identity of the person responsible for causing such events or conditions and a general statement of the grievance and redress sought.
- C. A grievance shall be deemed waived unless it is submitted within thirty calendar days after the employee knew or should have known of the events or conditions on which it is based.

4. Grievance Procedure

- A. Stage 1 – The immediate supervisor shall respond in writing to each grievance received. If an employee is not satisfied with the response or no response is received within seven work days after the submission of a grievance, such employee(s) may submit a copy of the grievance to the Chief School Officer within seven work days thereafter.
- B. Stage 2 – The Chief School Officer or his designated representative shall, upon request, confer with the employee(s) and the Association representatives with respect to the grievance and shall deliver a written statement of his position with respect to it no later than ten work days after it is received.
- C. Stage 3 – If the employee(s) is not satisfied with the response at Stage 2 or if no response is received within two weeks after receipt at Stage 2, the Association may submit a copy of the grievance within five work days thereafter to the Board of Education.

Within fifteen work days after receipt of the grievance at Stage 3, the Board will meet in executive session with the employee(s) and the Association representatives, and shall render a decision in writing on said grievance.

- D. Stage 4 – In the event the CSEA is not satisfied with the statement with respect to a grievance or if no response is forthcoming by the Board, it may, within fifteen work days thereafter, refer the grievance to arbitration by requesting that the American Arbitration Association propose the names of seven arbitrators. A copy of such request shall be forwarded to the Superintendent.

Upon receipt of the names of the proposed arbitrators, the District and the CSEA shall individually select names from the list until one ultimately is designated as the arbitrator.

The arbitrator's decision will be in writing and will set forth his findings, reasonings and conclusions on the issues submitted. The arbitrator will be without 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. The arbitrator shall have no power to alter, add or detract from the provisions of the agreement.

The cost for the services of the arbitrator will be borne equally by the District and the CSEA.

The election to submit a grievance to arbitration shall automatically be a waiver of all remedies or forums which otherwise might be available in resolving disputes covered under this agreement.

**Article XXV
Agreement**

This Agreement and all of its sections and portions thereof, shall remain in full force and effect for the period from July 01, 2018 through June 30, 2021. Any negotiations affecting the Agreement, its modification or extensions, shall begin, as prescribed in Article V.

**Article XXVI
Execution**

It is agreed by and between the parties that any provision of this Agreement requiring legislative action to permit its implementation by amendment of law or by providing the additional funds therefore, shall not become effective until the appropriate legislative body has given its approval.


The attached Agreement shall become effective for the time period specified therein immediately following appropriate action by the parties at which time representative thereof shall affix their signature as outlined in Article VII of the Agreements attached herein.

For the Schuylerville Central School District

 12/18/18
Superintendent of Schools Date

For the Schuylerville Central School Unit of the Saratoga Chapter of the Civil Service Employees Association, Inc.

 12/18/18
CSEA President Date

 12/13/18
CSEA Labor Relations Specialist Date



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

Danny Donohue, President

