

**AGREEMENT**

**BY AND BETWEEN THE**

**MECHANICVILLE SUPERINTENDENT OF SCHOOLS**

**AND THE**

**MECHANICVILLE CITY SCHOOL DISTRICT UNIT**

**SARATOGA EDUCATIONAL LOCAL 864  
OF THE CIVIL SERVICE EMPLOYEES ASSOCIATION**

**LOCAL 1000, AMERICAN FEDERATION OF STATE, COUNTY  
AND MUNICIPAL EMPLOYEES, AFL-CIO**

**July 1, 2012 - June 30, 2018**

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## **PREAMBLE**

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

## **ARTICLE 1 - RECOGNITION**

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

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

## **ARTICLE 2 - BARGAINING UNIT**

Section 1. The collective bargaining unit shall be comprised of all non-instructional employees listed in Appendix A. Upon Board creation of any new non-instructional position, the Business Administrator will notify the Unit President.

## **ARTICLE 3 - DUES DEDUCTION**

Section 1. The Board shall deduct exclusively for CSEA from the wages of employees and remit such monies to the Civil Service Employees Association, Inc., 143 Washington Avenue, Albany, New York 12210, regular membership dues for those employees who have signed the appropriate payroll deduction authorization permitting such deductions.

Section 2. The School District of Mechanicville shall deduct from the salary of employees in the bargaining unit who are not members of the Civil Service Employees Association, Inc., the amount equivalent to the dues levied by the Civil Service Employees Association, Inc., and shall transmit the sum so deducted to the Civil Service Employees Association, Inc., in accordance with Chapters 677 and 678 of the Laws of 1977 of the State of New York. The Civil Service Employees Association, Inc., affirms that it has adopted such procedure for refund of agency shop fees deduction as required in Section 3 of Chapters 677 and 678 of the Laws of 1977 of the State of New York. This provision for agency shop fee deduction shall continue in effect so long as the Civil Service Employees Association, Inc., maintains such procedure.

## **ARTICLE 4 - SICK LEAVE**

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

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

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

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

### **Section 3 - Maximum Accruals**

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

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

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

### **Section 5 – Leave Without Pay Requests**

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

### **Section 6 – Immediate Family – Use of Sick Leave**

An employee may use up to four (4) sick leave days each school year for illness in the immediate family.

### **Section 7 – Physician's Note Requirement**

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



## **ARTICLE 4 - SICK LEAVE (Continued)**

### **Section 8 – Payment of Sick Time**

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

### **Section 9 - Sick Leave Donation Program**

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

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

### **Section 10 – Workers’ Compensation**

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

## **ARTICLE 5 - MEDICAL LEAVE ACT and CHILD CARE LEAVE**

### **Section 1 – FMLA Rules**

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

### **Section 2 – Notification of FMLA**

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

## **ARTICLE 6 - BEREAVEMENT LEAVE and UNPAID LEAVES**

### **Section 1 – Immediate Family Defined**

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

### **Section 2 – Aunt or Uncle**

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

### **Section 3 – Unpaid Leave**

Upon written application to the Superintendent or designee, employees may be permitted an unpaid leave of absence for good cause not to exceed one (1) year. Good cause shall not include seeking other employment. Granting such leave(s) is at the complete discretion of the Superintendent or designee. Leaves of five (5) days or less shall be decided by the Superintendent or designee. Leaves of greater duration shall be decided by the Superintendent or designee. If the leave period is for more than five (5) months, the employee shall notify the Superintendent or designee of his/her intent to return not less than sixty (60) days prior to the termination of said unpaid leave. Upon his/her return,

## **ARTICLE 6 - BEREAVEMENT LEAVE and UNPAID LEAVES (Continued)**

the employee shall have the option of returning to the same position (s)he held at the time the leave commenced. This provision shall not apply to probationary employees, employees on workers' compensation leave, or employees on leaves provided elsewhere in this agreement.

## **ARTICLE 7 - RETIREMENT**

### **Section 1 – Enrollment**

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

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

### **Section 2 – Ordinary Death Benefit**

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

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

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

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

### **Section 4 - Retirement Cash Incentive**

#### **A. Employees hired prior to February 1, 1994:**

(i) 12 month employees - Any twelve month employee who retires in the school year that (s)he is first eligible to collect an ERS pension without reduction or loss of benefits and who has at least 10 years of service with the District shall be eligible for a retirement incentive of \$5000. Full payment will be made prior to June 30 of the year in which retirement occurs. In order to qualify for the incentive, the employee shall submit a letter of intent to retire to the Board of Education on or before May 1 of the previous school year.

(ii) 10 month employees - Any ten month employee who retires in the school year that (s)he is first eligible to collect an ERS pension without reduction or loss of benefits and

## **ARTICLE 7 – RETIREMENT (Continued)**

who has at least 10 years of service with the District shall be eligible for a retirement incentive of \$500 per regularly scheduled daily hours of work (i.e. 3, 4, 5, 6 hour employees). Full payment will be made prior to June 30 of the year in which retirement occurs. In order to qualify for the incentive, the employee shall submit a letter of intent to retire to the Board of Education on or before May 1 of the previous school year.

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

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

### **C. Cash Incentive Rules**

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

### **Section 5 - Retiree Health Insurance**

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

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

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

# **ARTICLE 8 – HEALTH CARE**

## **Section 1 – MVP ARTICLE 44 Trust**

Effective July 1, 2014, the district will provide coverage under the MVP Article 44 Trust which includes prescription and vision benefits. The terms of the MVP Article 44 Trust are not subject to negotiations.

The employee will contribute towards an employee's health insurance plan in the following amounts, concurrent with the implementation of the MVP Article 44 Trust.

2014-15	13%
2015-16	14%
2016-17	17%
2017-18	18%

## **Section 2 – Participation in Health Care**

Employees who work less than seven (7) hours a day and who are not Bus Drivers, may participate in the health plan provided by the District for individual coverage by contributing the individual percentage listed in Section 1 above.

Employees working seven (7) hours or more per day and Bus Drivers shall receive all health and dental coverage options.

If the employee works less than seven (7) hours per day, and is not a Bus Driver and would like two (2) person or family coverage, he/she will also contribute the difference between the individual and two person or family health and dental insurance plans if he/she desire such coverage.

If you were hired prior to July 1, 2003, for the purpose of this Section only, you will be treated like a seven (7) hour employee.

## **Section 3 – Dental Benefits**

The District will provide the current Dental Plan in place as of May 14, 2014, with Rider A, the orthodontics rider, adult periodontics, and prosthodontics riders. The employee shall pay the same percentages as described in Section 1 above.

## **Section 4 – Health Care Labor/Management**

The parties agree to meet annually to review the Article 44 Trust and the Dental Plan. If the parties desire to change Dental Plans during the terms of this contract, it must be ratified by the members of CSEA prior to implementation.

# **ARTICLE 8 – HEALTH CARE (Continued)**

## **Section 5 – Dual Coverage**

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

## **Section 6 – Cafeteria Plan – Section 125**

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

## **Section 7 - Health Insurance Buyout**

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

Individual	<b>\$1,500</b>
Two-person	<b>\$2,300</b>
Family	<b>\$2,700</b>

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

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

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

## **ARTICLE 8 – HEALTH CARE (Continued)**

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

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

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

## **ARTICLE 9 – VACANCIES and LAYOFF PROCEDURES**

### **Section 1 – Vacancies**

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

### **Section 2 – Posting Vacancies**

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

### **Section 3 – Union Notification**

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

### **Section 4 – Seniority Determination**

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

## **ARTICLE 10 - JOB RECLASSIFICATION**

### **Section 1 – Reclassification Downward**

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

### **Section 2 - Reclassification Upward**

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

## **ARTICLE 11 - GRIEVANCE PROCEDURE**

### **Section 1 – Class Action Grievance**

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

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

#### **B. Definitions:**

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

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

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



## **ARTICLE 11 - GRIEVANCE PROCEDURE (Continued)**

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

**Days** - “School Days” shall mean days that the District Central Office is open.

**Grievance** - shall mean any alleged violation, misinterpretation, failure or omission to carry out, or unfair application of law, ethics, school district policy of administrative authority. A grievance may concern working conditions tending to handicap an employee in the proper discharge of his/her duty. A grievance may call attention to the absence of a needed policy or a conflict between two or more applicable policies.

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

### **C. Basic Principles**

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

## **ARTICLE 11 - GRIEVANCE PROCEDURE (Continued)**

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

1. The District shall notify the employee in writing of the nature of the disciplinary charge and the intended penalty.
2. The Employee shall have eight (8) calendar days to respond to the District. The Employee's response must indicate whether the Employee accepts or rejects the penalty, whether the Employee elects to proceed under arbitration pursuant to this Article or the procedures set forth in Civil Service Law Sections 75 and 76. The Employee may not elect both procedures.
3. In the event the Employee fails to respond within the eight (8) day time period, he/she shall be deemed to have agreed to the proposed penalty. In the event the Employee responds to reject the proposed penalty but fails to elect a procedure, the Employee shall be deemed to have elected arbitration in accordance with this Article.
4. Any Employee electing arbitration under this provision, failing to timely respond, or deemed to have elected arbitration, will be deemed to have waived any rights he/she has pursuant to Section 75 and 76 of the Civil Service Law.
5. If an employee elects Civil Service Law Section 75, then the District shall proceed in accordance with that statute.
6. If an Employee elects arbitration, the penalty shall be imposed and the Association may make a demand for arbitration within ten (10) work days of notice of the penalty.
7. The District reserves its right to suspend an employee without pay pending the Employee's election under this Article and during any proceeding.

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

## **ARTICLE 11 - GRIEVANCE PROCEDURE (Continued)**

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

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

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

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

## **ARTICLE 12 - PERSONNEL FILES**

### **Section 1 – Contents of Personnel File**

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

## **ARTICLE 12 - PERSONNEL FILES (Continued)**

### **Section 2 – Right to Review Personnel File**

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

## **ARTICLE 13 - CSEA BUSINESS**

### **Section 1 – Union Release Time**

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

### **Section 2 – Union Release Days**

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

### **Section 3 – Union Bulletin Board**

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

## **ARTICLE 14 - PAST PRACTICE**

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

## **ARTICLE 15 - WORKWEEK - 12 MONTH EMPLOYEES**

### **Section 1 – Full Time**

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

## **ARTICLE 15 - WORKWEEK - 12 MONTH EMPLOYEES (Continued)**

### **Section 2 – Shifts**

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

### **Section 3 – Summer Recess**

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

### **Section 4 – Time Clocks**

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

## **ARTICLE 16 - WORKDAY**

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

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

### **Section 2 – Secretaries and Account Clerks – Lunch**

Secretaries and Account Clerks will work seven and one-half (7.5) hours per day, including a 30-minute lunch break.

### **Section 3 – Mechanics Lunch Break**

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

### **Section 4 – Mechanics Salary Adjustment**

The salary rate for all Mechanics will increase by \$500 commencing July 1, 2014, July 1, 2015, July 1, 2016 and July 1, 2017, for a total increase of \$2,000 added to base prior to the computation of the raise.

## **ARTICLE 16 – WORKDAY (Continued)**

### **Section 5 - Shifts and Shift Changes**

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

## **ARTICLE 17 - OVERTIME**

### **Section 1 – Overtime Rate**

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

### **Section 2 – Earning Overtime**

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

### **Section 3 – Seniority Rotation for Overtime**

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

### **Section 4 – Outside Use of Premises**

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

## **ARTICLE 18 - ADDITIONAL COMPENSATION ISSUES**

### **Section 1 – Emergency Call-In**

Emergency call-in will be guaranteed at four (4) hours. An employee called in for emergency work will only be paid for four (4) hours of work regardless of how many actual call outs occur during the first four (4) hours at the rate of time and one half (1 ½). After four (4) hours have been worked, and the emergency extends beyond four (4) hours or

## **ARTICLE 18 - ADDITIONAL COMPENSATION ISSUES (Continued)**

the employee is called out again, the employee will be paid for that additional time per hour at the time and one half (1 ½) rate.

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

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

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

### **Section 2 – Emergency Closing**

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

### **Section 3 – Longevity Payment**

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

### **Section 4 – Ten Month Pay Periods**

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

## **ARTICLE 18 - ADDITIONAL COMPENSATION ISSUES (Continued)**

### **Section 5 – 10 Month – 186 Working Days**

The salary for ten (10) month employees is based on 186 working days, inclusive of the following six (6) holidays listed in Article 21 , Section 1.

- a) Columbus Day
- b) Thanksgiving Day
- c) Christmas Day
- d) Presidents Day
- e) Martin Luther King Day
- f) Memorial Day

### **Section 6 - Tuition for Non-Resident Employees**

Non-resident employees shall be eligible for a free tuition for their children, if desired.

### **Section 7 – Differential Payment**

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

### **Section 8 – Chaperone Rate**

When an employee chaperones and/or is asked to attend a school function as a CPR/AED person, this bargaining unit employee shall be compensated at the chaperone rate (in accordance with MTA contract).

### **Section 9 – Direct Deposit**

Effective July 1, 2014, employees paycheck will be direct deposited into accounts of their choice (it may be more than one if desired).



## **ARTICLE 19 - HOLIDAYS**

### **Section 1 – Holidays**

Twelve (12) month employees shall enjoy thirteen (13) holidays per year:

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

### **Section 2 – Day off In Lieu of Holiday**

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

## **ARTICLE 20 - VACATIONS**

### **Section 1 – 12 Month Vacation Periods**

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

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

### **Section 2 – Additional Days – 15 Year Employees**

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

### **Section 3 – Additional Days – Over 15 Years**

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

### **Section 4 – 10 to 12 Month Position Pro-Rated**

When an employee moves from a ten (10) month position to a twelve (12) month position, for the purpose of determining vacation time in this Article, the District shall make the

## **ARTICLE 20 – VACATIONS (Continued)**

determination based upon the original date of hire and will be prorated based on the number of years/months/hours worked, not including summer employment.

### **Section 5 – Vacation Rollover**

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

## **ARTICLE 21 - PERSONAL LEAVE**

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

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

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

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

### **Section 3 – Personal Leave Probationary Period**

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

### **Section 4 – Rollover of Unused Personal Leave**

Unused personal leave shall be accumulated as sick leave.

### **Section 5 – Use of Personal Leave**

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

## **ARTICLE 21 - PERSONAL LEAVE (Continued)**

### **Section 6 – Request Use of Personal Leave**

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

## **ARTICLE 22 - NURSES**

### **Section 1 – Work Day for Nurses**

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

### **Section 2 – Nurse Seminars**

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

### **Section 3 – Additional Work Time**

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

### **Section 4 – Base Salary Increase**

The salary rate for all Nurses will increase by \$1,000 on July 1, 2014 and \$1,000 on July 1, 2016, for a total increase of \$2,000 added to base prior to the computation of the raise.

## **ARTICLE 23 - BUS DRIVERS**

### **Section 1 – Seniority Extra Trips**

Seniority shall govern the assigning of extra trips. When extra trips do not interfere with regular daily runs, they will be assigned to the regular driver on a rotating seniority basis.

## **ARTICLE 23 - BUS DRIVERS (Continued)**

In the event a driver does not accept an extra trip, he/she shall forfeit his/her turn. All extra trips will be posted.

### **Section 2 – Assigned Runs**

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

### **Section 3 – Student Discipline**

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

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

### **Section 5 – Bus Driver Training**

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

### **Section 6 – Bus Driver Absence**

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

### **Section 7 – Early Dismissal**

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

## **ARTICLE 23 - BUS DRIVERS (Continued)**

### **Section 8 – Guaranteed Salary**

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

## **ARTICLE 24 - CAFETERIA**

### **Section 1 – Banquet Pay**

Cafeteria employees working a banquet shall be guaranteed four (4) hours of pay.

### **Section 2 – Hours of Work**

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

## **ARTICLE 25 - MONITORS AND AIDES**

### **Section 1 – Working Hours**

Working hours for monitors and aides are as follows:

- a. Cafeteria Monitors – two (2) hours per day
- b. Elementary Monitors – three (3) hours per day
- c. Classroom Aides – six and one half (6.5) hours per day - (includes 30 minute lunch)
- d. Hallway/Bathroom Monitors – seven (7) hours per day (include 30 minute lunch) (discuss title)
- e. Computer Lab Aides – seven and one-half (7.5) hours per day (includes 30 minute lunch)

## **ARTICLE 25 - MONITORS AND AIDES (Continued)**

### **Section 2 – Schedule Changes**

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

### **Section 3 – Rates of Pay**

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

## **ARTICLE 26 - BUILDING CLERICAL STAFF**

### **Section 1 – Work Hours**

Elementary School (K-5) Working hours for Elementary clerical staff are as follows:

- a. Health Clerk - six (6) hours per day
- b. Attendance Typist - seven (7) hours per day
- c. Library Clerk - six (6) hours per day
- d. Library Clerk/Monitor - six (6) hours per day
- e. Elementary Principal's Office - seven (7) hours per day
- f. Special Education Office - seven (7) hours per day

### **Section 2 - Secondary School (6-12) Working Hours**

Secondary School (6-12) Working hours for Secondary clerical staff are as follows:

- a. Library Clerk/Typist - six (6) hours per day
- b. High School Principal's Secretary - seven (7) hours per day
- c. High School Attendance Typist - seven (7) hours per day
- d. Middle School Principal's Office - seven (7) hours per day
- e. Middle School Attendance Typist- six and one half (6.5) hours per day
- f. Guidance Typist - seven (7) hours per day
- g. Health Clerk – six (6) hours per day
- h. Administrative Secretary

## **ARTICLE 26 - BUILDING CLERICAL STAFF (Continued)**

### **Section 3 – Microcomputer Technician**

District-wide (K-12) The Microcomputer Technician shall work an eight (8) hour workday including a thirty (30) minute lunch.

### **Section 4 – Clerical Breaks**

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

### **Section 5 – Changes to Workday**

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

## **ARTICLE 27 - PAY RATES**

### **Section 1 - Special Rates – Annual Differentials**

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

### **Section 2 - General Salary Increase and Longevity**

#### **a. New Hire Rate**

All employees who started work July 1, 2013 will be paid in accordance with the salary schedule set forth in Appendix "A". The hiring rate shall be increased by 1.5% in each year of the agreement.

#### **b. Longevity**

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

## ARTICLE 27 - PAY RATES (Continued)

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

Longevity payments shall be added separately to the base salary on an annual basis and shall increase every five years in accordance with the above schedule. For example, a 12 month employee shall receive \$1600 in longevity in his/her tenth year of service. Percentage increases shall not impact on longevity payments.

### c. Salary Increases

All employees shall receive a percentage increase on their previous year's salary in accordance with the following:

July 1, 2012 – June 30, 2013	0%
July 1, 2013 – June 30, 2014	3%
July 1, 2014 – June 30, 2015	3%
July 1, 2015 – June 30, 2016	3%
July 1, 2016 – June 30, 2017	3%
July 1, 2017 – June 30, 2018	3%

### d. Longevity Rules

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

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

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

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



## **ARTICLE 27 - PAY RATES (Continued)**

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

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

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

### **Section 3 - Promotions**

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

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

## **ARTICLE 28 - CLOTHING ALLOWANCE**

### **Section 1 – Clothing Allowances**

Cafeteria personnel shall receive an annual clothing allowance of \$200. Cleaners, Custodial and Maintenance personnel and Mechanics will receive an annual clothing allowance of \$200 for boots and outerwear.

## **ARTICLE 29 - SAVINGS CLAUSE**

### **Section 1 – Contractual Conflicts with the Law**

If any article or part thereof of this agreement or any addition thereto, should be decided as in violation of any federal, state, or local law, or if adherent to, or enforcement of any article, or part thereof, should be restrained by a court of law, the remaining articles of the agreement, or any addition thereto, shall not be affected.

## **ARTICLE 29 - SAVINGS CLAUSE (Continued)**

### **Section 2 – Triborough**

If a new agreement between CSEA and Mechanicville School District has not been reached by the expiration date of this agreement, the present agreement shall remain in full force and effect until such time as a new agreement has been reached, reduced to writing, and signed by the respective parties.

## **ARTICLE 30 - IMPLEMENTATION**

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

## **ARTICLE 31 – TERM OF AGREEMENT**

This Agreement shall become effective on July 1, 2012, and extend to June 30, 2018.

FOR THE DISTRICT:

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Dr. Michael J. McCarthy  
Superintendent of Schools

FOR THE ASSOCIATION:

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Jacqueline McClements  
CSEA Unit President

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Linda P. Mosher  
CSEA Labor Relations Specialist