

A G R E E M E N T

BY AND BETWEEN

CHIEF EXECUTIVE OFFICER  
OF THE  
SOUTH GLENS FALLS CENTRAL SCHOOL DISTRICT

AND THE

CIVIL SERVICE EMPLOYEES ASSOCIATION, INC.  
LOCAL 1000, AFSCME, AFL-CIO

FOR THE

SOUTH GLENS FALLS CENTRAL SCHOOL DISTRICT UNIT  
OF THE  
SARATOGA COUNTY EDUCATIONAL LOCAL #864

JULY 1, 2013 - JUNE 30, 2018

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## **PREAMBLE**

THIS AGREEMENT is made and entered into on this 1<sup>st</sup> day of July, 2011, by and between the Chief Executive Officer of the South Glens Falls Central School District (hereinafter referred to as the "Superintendent") and the Civil Service Employees Association, Inc., Local 1000, AFSCME, AFL-CIO for the South Glens Falls Central School District Unit of the Saratoga County Educational Local 864 (hereinafter referred to as the "CSEA" or "Unit"). This agreement is negotiated pursuant to Article 14 of the Civil Service Law of the State of New York.

## **ARTICLE I / PROCEDURES**

### Section 1. Philosophy

The Board of Education, its Chief Executive Officer, and the Unit have the same objective; to provide services and conditions which will assure each boy and girl attending the South Glens Falls Central School District schools the highest level of educational opportunities obtainable. The Board and the Unit recognize that the interests of public education will be best served by establishing procedures to provide an orderly method for the discussion of matters of common concern and to reach mutually satisfactory agreements on these matters.

### Section 2. Recognition

The Unit recognizes the Board as the policy making, evaluative body charged with the responsibility to interpret the educational needs and aspirations of the people of the South Glens Falls Central School District. It recognizes further that the Board, as the legally constituted representative of the people of the District has the legal responsibility and obligation to make the final decisions in the educational and fiscal affairs of the School District pursuant to the laws of the State of New York. It is recognized that this authority is final and cannot be delegated.

The Board recognizes the Unit as the sole organization representing the non-instructional staff, excluding the District Treasurer, the School Lunch Supervisor, the Transportation Supervisor, the Director of School Facilities and Operations, District Nurse, District Truancy Officer, Tax Collector, District Office Secretaries, and District Office Account Clerks, which has the right to discuss and/or negotiate with the Board with respect to terms and conditions of employment. This recognition does not preclude individual members or non-members from direct access to the Board as provided for by the grievance procedures established by the Board.

## ARTICLE I / PROCEDURES (CONTINUED)

### Section 2. Recognition (Continued)

- a. The CSEA, Inc., Local 1000 AFSCME, AFL-CIO shall have exclusive rights to payroll deduction (check-off) of membership dues; premiums for all forms of CSEA-sponsored insurances; and such other voluntary deductions as mutually agreed to by CSEA and the employer with this privilege accorded to no other employee organization or any other organization.
- b. The employer agrees to make separate deductions for membership dues and each insurance plan on a payroll period basis. The employer will provide an itemized alphabetical listing by bargaining unit showing:
  - i. Employee name
  - ii. Dollar amount deducted for membership dues
  - iii. Dollar amounts deducted for each separate CSEA sponsored insurance
- c. The employer agrees to provide a separate check made payable to CSEA, Inc. for Membership dues and separate checks, for the various insurance programs, made payable to Pearl, Carroll & Associates.
- d. At the close of each payroll period, the checks and listings shall be forwarded by the employer to the CSEA Inc, 143 Washington Avenue, Capitol Station 7125, Albany, New York 12224
- e. The employer agrees that deductions for membership dues and CSEA sponsored insurance premiums will become effective with the current payroll being prepared upon receipt of an employee deduction authorization. Deductions for membership dues and insurance premiums will remain in effect during the term of employment of the member, unless written authorization is received from the employee revoking membership and/or insurance premiums. Revocation of membership dues automatically revokes insurance premiums. The employer agrees to provide CSEA, Inc. a copy of each revocation of membership dues and/or CSEA sponsored insurance plan deductions it receives.

### Section 3. Principles

#### A. Attaining Objectives

The attainment of objectives of the educational program of the District is best accomplished through a joint effort requiring mutual understanding and cooperation among the Board, the Chief School Officer and his Staff, the professional teaching staff and the non-instructional staff. To this end, free and open exchange of views in a spirit of good faith is desirable and necessary, with all parties participating in deliberations leading to the determination of matters of mutual concern.

## **ARTICLE I / PROCEDURES (CONTINUED)**

### **B. Non-Instructional Personnel**

It is recognized that members of the non-instructional staff perform an essential function in facilitating the educational program, and that the success of this program in the District depends upon the maximum utilization of the abilities of non-instructional personnel who are satisfied with the conditions under which their services are rendered.

### **C. Right to Join or Not to Join**

It is further recognized that non-instructional personnel have the right to join, or not to join the Unit, but membership shall not be a prerequisite for employment or continuation of employment of any employee.

## **Section 4. Areas for Discussion and Agreement**

This recognition constitutes an agreement between the Board and the Unit to reach mutual understandings regarding matters related to terms and conditions of employment. The Board and the Unit recognize that the Board is the legally constituted body responsible for the determination of policies covering all aspects of the South Glens Falls public school system. The Board recognizes that it must operate in accordance with all statutory provisions of the state, and such other rules and regulations as are promulgated by the Commissioner of Education in accordance with such statutes. The Board cannot reduce or delegate its legal responsibilities.

## **Section 5. Procedures for Conducting Negotiations**

### **A. Negotiating Teams**

The Board, or designated representative(s) of the Board, will meet with representatives designated by the Unit for the purpose of discussion and reaching mutually satisfactory agreements. Neither party in any negotiations shall have any 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 Unit and the Board, the parties mutually pledge that their representatives will have the necessary power and authority to make proposals, consider proposals and reach compromises in the course of negotiations.

## **ARTICLE I / PROCEDURES (CONTINUED)**

### Section 5. Procedures for Conducting Negotiations (Continued)

#### B. Meetings

Upon a request of either party for a meeting to open negotiations, a mutually acceptable meeting date shall be set not more than ten (10) days following such request. All issues proposed for discussion shall be submitted in writing by the Unit and the Chief Executive Officer or his delegated representative(s) at the first meeting. The second meeting and all necessary subsequent meeting shall be called at times mutually agreed by the parties.

#### C. Negotiation Procedures

Designated representative(s) of the Board shall meet at such mutually agreed upon places and times with representatives of the Unit for the purpose of effecting a free exchange of facts, opinions, proposals and counter-proposals in an effort to reach mutual understanding and agreement. Both parties agree to conduct such negotiations in good faith and to deal openly and fairly with each other on all matters. Following the initial meetings described in paragraph 2, such additional meetings shall be held as the parties may require to reach an understanding on the issue(s) or until an impasse is reached.

#### D. Exchange of Information

Both parties and/or the Superintendent shall furnish each other, upon reasonable request, all available information pertinent to the issue(s) under consideration.

### Section 5. Procedures for Conducting Negotiations (Continued)

#### E. Committee Reports

The parties agree that, during the period of negotiations and prior to reaching an agreement to be submitted to the Board and the Unit or prior to the assignment of a Fact-finder (whichever occurs first), the proceedings of the negotiations shall not be released for public information nor shall information relevant to these proceedings be discussed beyond the Board or the Unit or Committees within necessary for the negotiating teams to seek further direction or guidance unless notification of intent is given by either party to the other that public notice of the proceedings will be made.

#### F. Reaching An Agreement

When consensus is reached covering the areas under discussion, the proposed agreement shall be reduced to writing as a Memorandum of Understanding and submitted to the Unit and Board for approval. Following approval by a majority of the Unit

## **ARTICLE I / PROCEDURES (CONTINUED)**

membership and by a majority of the Board, the Board will take such actions upon the recommendations(s) submitted as are necessary to make them official.

### **Section 5. Procedures for Conducting Negotiations (Continued)**

#### **G. Resolving Differences**

If, during the course of negotiations, agreement cannot be reached, either party may request that the Public Employment Relations Board assist the Board and the Unit in the resolution of their differences in accordance with the provisions of Section 209, Article 14 of the Civil Service Law.

## **ARTICLE II / GRIEVANCE PROCEDURE**

### **Section 1. Declaration of Purpose**

WHEREAS, the establishment and maintenance of a harmonious and cooperative relationship between the South Glens Falls Central School District Board of Education (hereinafter referred to as the Board), and the South Glens Falls Central School District Unit of the Saratoga County Educational Local #864 of the Civil Service Employees Association, Inc., Local 1000, AFSCME, AFL-CIO, are essential to the operation of the schools, it is the purpose of this procedure to secure, at the lowest possible administrative level, equitable solutions to alleged grievances of civil service employees through procedures under which they may present grievances free from coercion, interference, restraint, discrimination or reprisal, and by which the Board and its civil service employees are afforded adequate opportunity to dispose of their differences without the necessity of time consuming and costly proceedings, before administrative agencies and/or in the courts.

### **Section 2. Definitions**

A. A "Grievance" is a claim of any civil service employee or group of civil service employees in the negotiating unit based upon any event or condition affecting their welfare and/or terms and conditions of employment, including, but not limited to, any claimed violation, misinterpretation, misapplication or inequitable application of law, rules or regulations having the force of law, this agreement, policies, rules, by-laws, regulations, directions, orders, work rules, procedures, practices or customs of the Board and administration.

B. The term "Supervisor" shall mean any immediate supervisor, principal, business manager, or other administrative or supervisory officer responsible for the area in which an alleged grievance arises except for the chief executive officer.

## **ARTICLE II / GRIEVANCE PROCEDURE (CONTINUED)**

### Section 2. Definitions (Continued)

- C. The "Chief Executive Officer" is the Superintendent.
- D. "Association" shall mean the South Glens Falls Central School District Unit of the Saratoga County Educational Local 864 of the Civil Service Employees Association, Inc., Local 1000, AFSCME, AFL-CIO.
- E. "Aggrieved Party" shall mean any person or group of persons in the negotiating unit filing a grievance.
- F. "Party in Interest" shall mean the Grievance Committee of the Association and any party named in a grievance who is not the aggrieved party.
- G. "Grievance Committee" is the Committee created and constituted by the South Glens Falls Central School District Unit of the Saratoga County Educational Local 864 of the Civil Service Employees Association, Inc., Local 1000, AFSCME, AFL-CIO.
- H. "Hearing Officer" shall mean any individual or Board charged with the duty of rendering decisions at any stage on grievances hereunder.

### Section 3. Procedures

- A. All grievances shall include the name and position of the aggrieved party, the identity of the provision of law, this agreement, policies, etc., involved in the said grievance, the time when and the place where the alleged events or conditions constituting the grievance existed, the identity of the party responsible for causing the said events or conditions, if known to the aggrieved party, and a general statement of the nature of the grievance and the redress sought by the aggrieved party.
- B. Except for informal decisions at Stage 1A, all decisions shall be rendered in writing at each step of the grievance procedure, setting forth findings of fact, conclusions and supporting reasons therefore. Each decision shall be promptly transmitted to the civil service employee Association.
- C. If a grievance affects a group of Civil Service employees and appears to be associated with system-wide policies, it may be submitted by the Association directly at Stage 2 described below.
- D. The preparation and processing of grievances, insofar as practicable, shall be conducted during the hours of employment or immediately following regular working hours. All reasonable effort will be made to avoid interruption of classroom activity and to avoid involvement of students in any phase of the grievance procedure.



## **ARTICLE II / GRIEVANCE PROCEDURE (CONTINUED)**

### Section 3. Procedures (Continued)

E. The Board and the Association agree to facilitate any investigation which may be required and to make available any and all material and relevant documents, communications, and records concerning the alleged grievance.

F. Except as otherwise provided in Articles 5.A and 5.B, an aggrieved party and any party in interest shall have the right at all stages of a grievance to confront and cross examine all witnesses called against them, to testify and to call witnesses on his own behalf, and to be furnished with a copy of any minutes of the proceedings made at each and every stage of this grievance procedure.

G. No interference, coercion, restraint, discrimination or reprisal of any kind will be taken by the Board or by any member of the administration against the aggrieved party, any party in interest, any representative, any member of the grievance committee or any other participant in the grievance procedure or any other person by reason of such grievance or participation therein.

H. Forms for filing grievances, serving notices, taking appeals and making reports, recommendations and other necessary documents will be jointly developed by the Board and the Association. The Chief Executive Officer shall then have them printed and distributed so as to facilitate operation of the grievance procedure.

I. All documents, communications and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.

J. Nothing contained herein will be construed as limiting the right of any civil service employee having a grievance to discuss the matter informally with any appropriate member of the administration and having the grievance informally adjusted without intervention of the Association, provided the adjustment is not inconsistent with terms of this Agreement. In the event that any grievance is adjusted without formal determination, pursuant to this procedure, while such adjustment shall be binding upon the aggrieved party and shall, in all respects, be final, said adjustment shall not create a precedent or ruling binding upon either of the parties in this agreement in future proceedings.

K. If any provision of this grievance procedure or any application thereof to any civil service employee or group of civil service employees in the negotiating unit shall be finally determined by any court to be contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law; but all other provisions or applications will continue in full force and effect.

## **ARTICLE II / GRIEVANCE PROCEDURE (CONTINUED)**

### **Section 3. Procedures (Continued)**

L. The Chief Executive Officer shall be responsible for accumulating and maintaining an Official Grievance Record which shall consist of the written grievance, all exhibits, transcripts, communications, minutes and/or notes of testimony, as the case may be, written arguments and briefs considered at all levels other than Stage 1A and all written decisions at all stages. Official minutes will be kept at joint expense of all proceedings in Stages 2, 3 and 4. A copy of such minutes will be made available to the aggrieved party within five (5) working days. The Grievance Committee within five (5) working days of receipt of the minutes of hearings at Stages 2, 3 and 4, shall advise the appropriate hearing officer of any errors in said minutes. Any such claim of error in the minutes shall become a part of the Official Grievance Record and the hearing officer shall indicate the determination made respecting such claimed error. The Official Grievance Record shall be available for inspection and/or copying by the Aggrieved Party, the Grievance Committee and the Board but shall not be deemed a public record.

M. The existence of the procedure hereby established shall not be deemed to receive any civil service employee to pursue the remedies here provided and shall not, in any manner, impair or limit the right of any Civil Service employee to pursue any other remedies available in any other form.

### **Section 4. Time Limits**

A. Since it is important to good relationships that grievances be processed as rapidly as possible, every effort will be made by all parties to expedite the process. The time limits specified for either party may be extended only by mutual agreement.

B. No written grievance will be entertained as described below, and such grievance will be deemed waived unless written grievance is forwarded at the first available stage within twenty (20) working days after the civil service employee knew or should have known of the act or condition on which the grievance is based.

C. If a decision at one stage is not appealed to the next stage of the procedure within the time limit specified, the grievance will be deemed to be discontinued and further appeal under this agreement shall be barred.

D. Failure at any stage of the grievance procedure to communicate a decision to the aggrieved party, his representatives and the Association within the specified time limit shall permit the lodging of an appeal at the next stage of the procedure within the time which would have been allotted had the decision been communicated by the final day.

## **ARTICLE II / GRIEVANCE PROCEDURE (CONTINUED)**

### **Section 4. Time Limits (Continued)**

E. In the event a grievance is filed on or after June 1 by a 10-month employee, upon request by or on behalf of the aggrieved party, the time limits set forth herein will be reduced pro-rata so that the grievance procedure may be exhausted prior to the end of the school term or as soon thereafter as is possible.

F. Where vacation schedules, working arrangements or related conditions such as those which exist during July and August make unavailable, a person(s) essential to the processing of a grievance within the time limits prescribed, it is agreed that the parties may, by mutual consent, suspend the processing of the grievance until such person(s) are available. In such case, there shall be no change in the status of the grievance and it shall be processed in accordance with the time limits prescribed upon resumption of proceedings.

### **Section 5. Stages**

#### **A. STAGE 1 / SUPERVISOR**

a.) A civil service employee having a grievance will discuss it with their supervisor, either directly or through a representative, with the objective of resolving the matter informally. The supervisor will confer with all parties in interest but, in arriving at their decision, will not consider any material or statements offered by or on behalf of any such party in interest with whom consultation has been had without the aggrieved party or their representative present. If the civil service employee submits the grievance through a representative, the civil service employee may be present during the discussion of the grievance.

b.) If the grievance is not resolved informally, it shall be reduced to writing and presented to the supervisor within five (5) working days. Within five (5) working days after the written grievance is presented to them, the supervisor shall render a decision thereon, in writing, and present it to the civil service employee and/or their representative.

#### **B. STAGE 2 / CHIEF EXECUTIVE OFFICER**

a.) If the civil service employee initiating the grievance is not satisfied with the written decision at the conclusion of Stage 1 and wishes to proceed further under this grievance procedure, the civil service employee shall, within five (5) working days, present the grievance to the Association's Grievance Committee for its consideration.

## **ARTICLE II / GRIEVANCE PROCEDURE (CONTINUED)**

### **Section 5. Stages (Continued)**

#### **STAGE 2 / CHIEF EXECUTIVE OFFICER (Continued)**

- b.) If the Grievance Committee determines that the civil service employee has a meritorious grievance, then it will file a written appeal of the decision at Stage 1 with the Chief Executive Officer within ten (10) working days after the civil service employee has received such written decision. Copies of the written decision at Stage 1 shall be submitted with the appeal.
- c.) Within ten (10) working days after receipt of the appeal, the Chief Executive Officer, or his duly authorized representative, shall hold a hearing with the civil service employee and the Grievance Committee or its representative and all other parties in interest.
- d.) The Chief Executive Officer shall render a decision in writing to the civil service employee, the Grievance Committee and its representatives within five (5) working days after the conclusion of the hearing.

#### **C. STAGE 3 / BOARD OF EDUCATION**

- a.) If the civil service employee and the Association are not satisfied with the decision at Stage 2, the Grievance Committee will file an appeal in writing with the Board of Education within five (5) working days after receiving the decision at Stage 2. The official grievance record maintained by the Chief Executive Officer shall be available for the use of the Board of Education.
- b.) Within ten (10) days after receipt of an appeal, the Board of Education shall hold a hearing on the grievance. The hearing shall be conducted in executive session.
- c.) Within five (5) working days after the conclusion of the hearing the Board of Education shall render a decision, in writing, on the grievance.

#### **D. STAGE 4 / ARBITRATION**

- a.) After such hearing, if the civil service employee and/or Association are not satisfied with the decision at Stage 3, and the Association determines that the grievance is meritorious and that appealing it is in the best interests of the school system, it may submit the grievance to arbitration by written notice to the Board of Education within ten (10) working days of the decision at Stage 3.
- b.) Within ten (10) working after such written notice of submission to arbitration, the Board of Education and the Association will agree upon a mutually acceptable arbitrator competent in the area of the grievance, and will obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified period, a request for a list of arbitrators will be made to

## **ARTICLE II / GRIEVANCE PROCEDURE (CONTINUED)**

the American Arbitration Association by either party. The parties will then be bound by the rules and procedures of the American Arbitration Association in the selection of an arbitrator.

c.) The selected arbitrator will hear the matter promptly and will issue their decision or recommendation not later than fourteen (14) calendar days from the date of the close of the hearing, or, if oral hearings have been waived, then from the date the final statements and proofs are submitted to the arbitrator. The arbitrator's decision will be in writing and will set forth the arbitrator's findings of fact, reasoning and conclusions on the issues.

d.) The arbitrator shall have no power or authority to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this Agreement.

A. e.) Where the grievance involves an alleged violation of this Agreement, the decision of the arbitrator shall be final and binding upon all parties. In all other cases, the decision and recommendation of the arbitrator will be advisory. If the Association is not satisfied with such advisory decision or recommendation, it may file with the Board of Education within five (5) school days after receipt of the arbitrator's advisory decision, a written request for a hearing. In the absence of such a request, the Board will render a final decision within ten (10) days after receipt of the arbitrator's advisory recommendation.

Within ten (10) days after the receipt of the arbitrator's recommendation, the Board of Education will render the final decision.

f.) The costs for the services of the arbitrator, including expenses, if any, will be borne equally by the Board of Education and the Association.

## **ARTICLE III / SENIORITY POLICIES**

### **Section 1. General**

Seniority is given due consideration in every case where an employee of the District is being considered for an existing vacancy. Notice of vacancy will be posted in all departments following acceptance of the employee's resignation by the Board of Education or earlier in special circumstances for at least five (5) working days for employees information and action. Within departments, employees in the same or related classification in which a vacancy exists shall receive first consideration upon application for such vacancy. If the vacancy is not filled from within the department, other employees will be given consideration upon application. Those employees wishing to apply for vacancies will be expected to do so within seven (7) working days from the date of original posting of a vacancy.

In filling vacant positions, normal District procedures will be as follows:

- A. Post notice of vacancy consistent with time sequences indicated above (employees whose term of employment does not include the period from school closing to reopening in summer may inform the Business Manager of possible vacancies for which they may wish to apply, in which case such notice of vacancy will be mailed to them during this period of time).
- B. Consult Saratoga County Civil Service eligibility lists where vacancies are not filled from present employees.
- C. Advertise vacancies in the classified sections of the two daily newspapers serving the School District where suitable applicants are otherwise not available from prior recruitment efforts or through normal application procedures.
- D. A resident of the School District who possesses equal or superior qualifications for a given position will be given preferential consideration for that position.
- E. It will be the intent of the District to fill vacancies for authorized positions within twenty (20) days after the completion of steps indicated in A through C above. It is recognized that factors such as the availability of suitable applicants and commitments of selected applicants to other employers may cause this period of time to be extended in some cases.
- F. School District employees applying for posted vacancies will be advised in writing of the decision in filling the vacancy. Such notification shall state if the employee is the successful or unsuccessful candidate, and if unsuccessful, shall give an explanation based upon qualifications listed in the Article.

## **ARTICLE III / SENIORITY POLICIES (CONTINUED)**

### **Section 2. Definitions**

- A. "Job Category" - A group of positions which contain the same basic skill and knowledge requirements, i.e., secretarial, custodial.
- B. (1). "Full-Time Employee (12-Month)" - An employee who is employed for a minimum of forty-eight (48) weeks and works a seven and one-half (7-1/2) or eight (8) hour day.  
  
(2). "Full-Time Employee (10-Month)" - An employee who is employed from September to June and works a six to eight (6 to 8) hour day.
- C. "Overtime" - Time in which work is performed by full-time and part-time employees beyond the normal daily hours assigned to a position.
- D. "Hourly Employee (Regular Assigned)" - Personnel who are employed for a period of less than forty (40) weeks and/or less than six (6) hours daily.
- E. "Department Seniority" - Length of service in a particular department or job category. The recognized departments shall be school lunch, transportation, maintenance and clerical.
- F. "Accumulated Seniority" - Length of continuous service with the School District.
- G. "Substitute Employee or Temporary Employee" - A person who is employed on an as-needed basis and is not on probationary or permanent appointment.

### **Section 3. Determining Seniority**

In order to establish an employee's length of service in the School District or length of service in a particular department, the following guidelines will be used:

- A. The accumulation basis will be an eight (8) hour day and a twelve (12) month year. All seven and one-half (7-1/2) hour positions will be considered eight hour units for the purpose of accumulating and determining seniority time.
- B. Paid vacations will be considered a part of seniority time.
- C. Personnel who work less than twelve (12) months a year will accumulate time as actually worked. (i.e., a 10-month employee (full time) who worked for five (5) years would accumulate fifty (50) months of seniority time or a total of four (4) years and two (2) months.

## **ARTICLE III / SENIORITY POLICIES (CONTINUED)**

### **Section 3. Determining Seniority (Continued)**

D. Personnel who work less than seven and one-half (7-1/2) hours daily will accumulate time on the basis of the actual number of regular hours worked. (i.e., a regular hourly employee working four (4) hours daily for a full year would accumulate six (6) months of seniority time.)

E. Overtime will not be considered when computing an employee's accumulated seniority time.

F. Interrupted service will apply toward seniority only where the interruption in the employee's service is the result of induction or enlistment into military service or where the employee leaves District employment as a result of the induction or enlistment into military service of the employee's spouse.

G. In the event a reduction in non-instructional staff is necessary, layoff will be based on accumulated seniority in the position(s) being eliminated. Where Civil Service Rules and Regulations provide for the application of departmental seniority in staff reductions in classified positions, the employee so impacted may apply accumulated seniority to transfer to the department in which he or she was formerly employed, with accumulated seniority then being the determinant in layoff. With respect to recall, this procedure shall be reversed, with the last employee to have been laid off being the first recalled and progressing similarly. The District agrees to provide at least a sixty (60) day notice prior to any layoff.

### **Section 4. Application of Seniority**

#### **A. Transfers and Promotions**

Seniority will be considered in the following instances, with department seniority having priority in each case. Accumulated seniority will take precedence only where department seniority is equal:

1. When transferring to a position with no salary increase.
2. When transferring to a position with a salary increase.
3. When being considered for promotion to a position which involves supervisory responsibility.

#### **B. Priorities**

In many instances where seniority is considered, the District is compelled by personnel management practice to examine and compare the following factors:



### **ARTICLE III / SENIORITY POLICIES (CONTINUED)**

(1.) Civil Service Examinations: The satisfactory completion of competitive examinations in the area under consideration if they are required.

#### Section 4. Application of Seniority (Continued)

(2.) Experience: (a) Length of related experience; (b) Recency of related experience.

(3.) Performance: Successful performance of duties in previous positions held in the School District.

(4.) Health: Physical ability to perform the duties of the position under consideration. Where the above factors measure with relative equality, seniority shall be the sole determinant in selecting a candidate for transfer or promotion.

C. Any salaried employee of the District moving to another salaried position within his/her same Department shall be placed on a Step in the new position which shall be at an annual salary not less than his/her former salary level, but not to exceed the highest annual salary for the new position.

Any hourly employee of the District moving to another hourly position within his/her same Department shall be placed on a Step in the new position which shall be at an hourly rate not less than his/her former hourly rate, but not to exceed the highest hourly rate for the new position.

Any hourly employee of the District moving to a salaried position within his/her same Department shall be placed on a Step in the new position which shall be at an annual salary not less than the salary of his/her former position (annual salary of hourly employees shall be determined by using the following formula: hourly rate x scheduled hours per day x number of scheduled work days per year).

### **ARTICLE IV / EMPLOYEE BENEFITS**

#### Section 1. Sick leave, Family Illness Leave, Leave for Death in Family, Personal Business leave and Religious Observance

##### A. Employment Status

If employed prior to July 1, 1982, regularly employed for at least six (6) hours per day or twenty-eight (28) hours per week, or more, for ten (10) or twelve (12) months; if employed after July 1, 1982, regularly employed for at least six (6) hours per day or thirty (30) hours per week, or more, for ten (10) or twelve (12) months.

## **ARTICLE IV / EMPLOYEE BENEFITS (CONTINUED)**

### **Section 1. Sick leave, Family Illness Leave, Leave for Death in Family, Personal Business leave and Religious Observance (Continued)**

When eligible:

Upon completion of six (6) months probationary and/or provisional employment, at which time the days which would have accrued will be credited, except that there will be no retroactive compensation for wages not received as a result of absences from work during the initial six (6) month period.

Employees Probationary Period may be extended beyond the minimum required six months. An additional three months probationary period may be assigned based on joint CSEA/Administrative Review.

#### **Sick Leave**

One and three tenths (1.3) days per month with pay for period of employment indicated on annual salary notice.

#### **Unused Day Accrual**

Three hundred (300) days maximum; where an employee has accrued three hundred (300) days on July 1 of a given school year, they shall be granted the forthcoming year's sick leave entitlement in addition to the three hundred (300) day accrual credited to them.

#### **Family Illness or Leave for Death in Family**

Five (5) days per year with pay (also see information under the heading "General" at end of this Section).

#### **Personal Business**

Four (4) days per year with pay (also see information under the heading "General" at end of this Section).

New employees hired after June 30, 1997 will qualify for two (2) personal business days with pay.

#### **Religious Observance**

Days for religious observance beyond the normal school holidays will be allowed with pay where the precepts of the employee's faith require that he/she not work on that day, or where it is not possible to attend appropriate religious services in observance of the day other than during working hours. Religious observance days will not reduce any of the preceding or following leave allotments.

#### **Unused Family and Personal Business Leave Days**

Credited and added to sick leave reserve at end of school year.

**ARTICLE IV / EMPLOYEE BENEFITS (CONTINUED)**

Section 1. Sick leave, Family Illness Leave, Leave for Death in Family, Personal Business leave and Religious Observance (Continued)

Sick Leave Reserve

Upon application to the School Business Administrator, any member of the negotiating unit in this employment grouping who has exhausted his/her accumulated sick leave will be granted additional sick leave days in accordance with his/her years of experience as indicated below. This shall apply only to the initial application to use the Sick Leave Reserve. Any subsequent request would be subject to review by the School District Business Administrator. In any such instance of application for additional days of sick leave, the applying employee may be required to provide a statement from his/her physician indicating the condition which causes the absence(s).

Years of Local District Experience	Additional Sick Leave Days
0	None
1- 5	10
6-10	15
11-15	20
16-20	25
21+	30

Leave of Absence - Medical Purposes

An employee who has been absent from work due to medical reasons may apply for a Leave of Absence for Medical Purposes. Application for such a leave must be presented to the Board of Education stating medical reason and anticipated duration of said leave. Application for Medical Leave of Absence can only occur after the exhaustion of accumulated personal illness days. The application is subject to the Board of Education approval.

B. Employment Status

If appointed prior to July 1, 1987, regularly employed for at least three (3) hours per day or fifteen (15) hours per week; if appointed after June 30, 1987, regularly employed at least four (4) hours per day or twenty (20) hours per week.

When eligible:

Upon completion of six (6) months probationary and/or provisional employment, at which time the days which would have accrued will be credited, except that there will be no retroactive compensation for wages not received as a result of absences from work during the initial six (6) month period.

## **ARTICLE IV / EMPLOYEE BENEFITS (CONTINUED)**

Section 1. Sick leave, Family Illness Leave, Leave for Death in Family, Personal Business leave and Religious Observance (Continued)

Employee Probationary Period may be extended beyond the minimum required six months. An additional three months probationary period may be assigned based on joint CSEA/Administrative Review.

### **Sick Leave**

For first five (5) years of service, five (5) days per year with pay for period of employment indicated on annual salary notice; after five (5) years of service, nine (9) days per year with pay.

### **Unused Day Accrual**

One hundred twenty (120) days.

### **b. Family Illness Leave or Leave for Death in Family**

After six (6) month probationary period, five (5) days with pay (see also information under the heading "General" at end of this section).

### **Personal Business**

One (1) day per year with pay (see also information under hearing "General" at the end of this section).

### **Unused Family and Personal Business Leave Days**

Credited and added to sick leave reserve at end of school year.

An employee who has been absent from work due to medical reasons may apply for a Leave of Absence for Medical Purposes. Application for such a leave must be presented to the Board of Education stating medical reason and anticipated duration of said leave. Application for Medical Leave of Absence can only occur after the exhaustion of accumulated personal illness days. The application is subject to the Board of Education approval.

## **C. General**

### **Initial Employment**

When an employee enters employment of the District during the school year, leave benefits, as detailed above, will be granted on a pro-ratum basis, with the percentage of the year employed multiplied by the annual leave allocation to determine the number of days granted.

### **Substitute and/or Temporary Employment**

The preceding will not apply to those employed on a temporary or substitute basis.

## **ARTICLE IV / EMPLOYEE BENEFITS (CONTINUED)**

### **Section 1. Sick leave, Family Illness Leave, Leave for Death in Family, Personal Business leave and Religious Observance (Continued)**

#### **Family Illness and Leave for Death in the Family**

"Family" will be defined as spouse of the employee, or one not further removed by blood from the employee, or the employee's spouse than uncle or aunt (other family relationships may be considered where special circumstances exist). Where special conditions apply, days in addition to those stipulated may be approved for serious illness or death in the family, in which case such days, if granted, will be deducted from sick leave.

#### **Personal Business Leave**

Intended only for personal business which cannot be transacted other than during regular employment hours. Request for such leave should be submitted in writing on forms provided to the employee's immediate supervisor. Under normal conditions, applications should be filed within two (2) days of intended date of absence. However, there may be special or emergency situations which will require action in less time or retroactively. A reason for the absence should be given if it will occur on a day immediately preceding a vacation or holiday. Unless extenuating circumstances exist, personal business leave shall not be requested, used or granted for the purpose of extending a school holiday or recess period or for the purpose of accommodating travel related to plans for a school holiday or recess period.

#### **Medical Verification**

Employees who are absent for more than three (3) consecutive days are required to send medical verification to Central Office.

#### **Section 2. Jury Duty**

Employees called for jury duty will be paid the difference between their regular salary and their fee for jury duty, excluding expenses allowed for jury duty, for each day of required jury duty service.

#### **Section 3. Health Insurance**

A. For employees hired prior to July 1, 1997 Health Insurance benefits will be provided conditioned that they are employed four (4) hours per day or twenty (20) hours per week or more. For employees hired on or after July 1, 1997 Health Insurance benefits will be provided conditioned that they are employed a minimum of twenty five (25) hours per week or more. For those eligible employees electing to participate in the health insurance benefits, the District / Employee contribution levels toward premiums are outlined in Letter C of this Section. In the event the Teachers Association changes to an alternative primary health insurance carrier, CSEA will automatically switch to that carrier

## ARTICLE IV / EMPLOYEE BENEFITS (CONTINUED)

with the same coverage. As of 2/8/07, new employees who are eligible for health insurance will be offered the PPO plan only. Any other employee who is participating in the Matrix plan may move to the PPO plan but cannot move back into the Matrix plan once they have elected to change out of the Matrix plan.

### Section 3. Health Insurance (Continued)

Effective July 1, 2011, the district shall offer health insurance through the WSHWE BOCES Health Insurance Consortium and Trust. The district shall make available to all employees the PPO offered by the WSHWE BOCES Health Insurance Consortium and Trust and the Matrix Plan offered by the WSHWE Health Insurance Consortium and Trust to those employees that had the Matrix Plan prior to July 1, 2011. However, as of July 1, 2011, employees seeking to retain coverage through the Matrix Plan shall be solely responsible for the difference between the district's premium contribution towards the PPO and the total premium for the Matrix Plan. Employees that elect to change from receiving insurance from the Matrix Plan to receiving insurance from the PPO plan prior to July 1, 2011 shall receive a one-time bonus payment of \$150.

B. Dental benefits will be provided by the District for all employees in the bargaining unit who work twenty-five (25) hours per week or more who were hired after July 1, 1997. For those eligible to participate in the CSEA Employee Benefit Fund Dental Plan A (State), the District will pay the monthly premium costs for membership in such plan.

C. All health insurance contributions will be deducted from eligible employees' paychecks pre-tax through an IRC-125 Plan for the employees share of the Health Insurance Program. For employees hired prior to July 1, 2003 the following percentages shall be paid by the employee toward the total cost of the PPO plan health insurance premium for individual, two-person, or family coverage:

Starting Date	Employee Contribution
Effective July 1, 2013	13% of premium
Effective July 1, 2014	14% of premium
Effective July 1, 2015	15% of premium
Effective July 1, 2016	16% of premium
Effective July 1, 2017	17% of premium

**ARTICLE IV / EMPLOYEE BENEFITS (CONTINUED)**

For employees hired on or after July 1, 2003 and prior to February 8, 2007, the following percentages shall be paid by the employee towards the total cost of the PPO plan health insurance premium for individual, two-person, or family coverage:

Effective July 1, 2013	16% of premium
Effective July 1, 2014	17% of premium
Effective July 1, 2015	18% of premium
Effective July 1, 2016	19% of premium
Effective July 1, 2017	20% of premium

For employees hired on or after February 8, 2007 and prior to July 1, 2011, the following percentages shall be paid by the employee toward the total cost of the PPO plan (the Matrix will not be an option) health insurance premium for individual, two-person, or family coverage:

Effective July 1, 2013	18% of premium
Effective July 1, 2014	19% of premium
Effective July 1, 2015	20% of premium
Effective July 1, 2016	20% of premium
Effective July 1, 2017	20% of premium

For employees hired on or after July 1, 2011, the following percentages shall be paid by the employee toward the total cost of the PPO plan (the Matrix will not be an option) health insurance premium for individual, two-person, or family coverage:

Effective July 1, 2011	20% of premium
------------------------	----------------

D. For the five married couples in this bargaining unit, employed by the School District as of July 1, 1993 the following provision will apply:

In lieu of dual coverage, (either two person or family coverage), each of the identified husband and wife employees of the South Glens Falls Central School District will qualify for a two-person or family coverage plus an annualized health insurance buyout amounting to \$2,000.

Effective upon the date the Contract is ratified, where both the husband and wife are new employees of the School District, they will only be provided with one two-person or one family health insurance coverage. They will not be provided with the Health Insurance

## **ARTICLE IV / EMPLOYEE BENEFITS (CONTINUED)**

Annualized Buyout.

E. In lieu of Health Insurance Coverage, qualified members may elect to participate in an annualized buyout program at the rate of \$2,000.

F. For employees who retire on or after July 1, 2013, the District shall no longer reimburse employees or their spouses for Medicare Part B expenses.

### **Section 4. Disability Insurance**

The New York State Disability Insurance Program will be provided for non-instructional employees with the employee being assessed one-half (1/2) of one (1) percent of the weekly gross earnings or a maximum of sixty (60) cents per week. The Employer will assume the balance of the premium costs. The personal sick leave provision referred to in Article IV, Section 2, of this Agreement will be modified in the event of the payment of Disability Insurance benefits as follows:

On each day of absence following the commencement of payment of Disability Insurance benefits, the employee's personal sick leave reserve shall be reduced on a pro-rated basis for that portion of time which represents the difference between full sick leave benefits and the amount actually received.

### **Section 5. Payroll Deduction for CSEA Sponsored Insurances**

Eligible members of the negotiating unit shall be granted the option of electing a payroll deduction plan for the purchase of CSEA sponsored insurances provided twenty-five (25%) percent of unit members or more signify a desire to participate in such insurance coverage.

### **Section 6. Subcontracting**

For the duration of this Agreement, jobs presently being performed by permanent employees in the Clerical, Maintenance, Custodial and Transportation Departments of the Non-Instructional Negotiating Unit will not be discontinued as a result of the School District's exercising its right to contract for goods and/or services. The same provision shall apply to employees of the School Lunch Department with respect to their positions during the period from July 1, 2013 through June 30, 2018, only. No later than April 1, of each year the District shall meet with representatives of the bargaining unit for the purpose of discussing the status of the School Lunch Program and the possibility of contracting-out school lunch services. The parties agree to explore possible options to contracting-out school lunch services prior to reopening negotiations for the purpose of contracting-out those services, which must occur prior to the contracting-out of those services. This provision shall extend only for the life of this Agreement and shall bear no applicability in a Successor Agreement or to past practice during the period prior to the adoption of a Successor Agreement.



## **ARTICLE IV / EMPLOYEE BENEFITS (CONTINUED)**

### **Section 7. Agency Fee**

- a. The CSEA, Inc., Local 1000, AFSCME, AFL-CIO, having been certified as the exclusive bargaining representative of employees within the bargaining unit represented by this agreement, shall have agency shop fee deductions made from the wage or salary of employees in said bargaining unit who are not CSEA members, in an amount equivalent to the membership dues levied by the CSEA.
- b. The employer shall make a separate deduction for agency shop fees and remit the amount so deducted with an itemized alphabetical listing by bargaining unit showing:
  - i. Agency shop fee payer name
  - ii. Dollar amount deducted for agency shop fees
- c. A separate check made payable to CSEA, Inc. covering the agency shop fee deductions, along with the fee payer listing will be forwarded at the close of each pay period to the: Civil Service Employees Association, Inc., 143 Washington Avenue, Capitol Box 7125, Albany, New York 12224.
- d. Agency shop fee deductions will commence with the employee's first paycheck and continue until such time as CSEA notifies the employer to commence membership dues deductions (Article I, Section 2).

### **Section 8. Personnel Records**

Each employee's personnel file shall be available for inspection by the employee or his/her designee upon twenty-four (24) hours' notice to the District. No material will be added to the file without the knowledge of the employee involved. The employee shall have the right to make a written response to any material filed and that response shall become a permanent part of that employee's file. The employee shall also have the right to make copies of any materials contained in his/her file, except that which may be of a confidential nature, at no cost to the employee.

## **ARTICLE V / VACATIONS**

### **Section 1. Eligibility**

Paid vacations shall be granted as hereafter indicated in this Article to non-instructional employees whose regular term of annual employment coincides with the definition of a full-time employee provided in Article III, Section 2, B(1) of this Agreement. (Non-instructional employees whose employment status does not conform with the definition and who previously have been granted paid vacations shall continue to be granted paid vacations consistent with other provisions of this Article until such time as their employment status with the District changes or terminates.)

## ARTICLE V / VACATIONS (CONTINUED)

### Section 2. Duration

A. Eligible non-instructional employees hired prior to July 1, 1997 shall receive paid vacations as follows:

Years of Continuous Service	Weeks of Paid Vacation
1 year	1
After 2 <sup>nd</sup> year	2
After 5 <sup>th</sup> year	3
After 13 <sup>th</sup> year	4
After 20 <sup>th</sup> year	1 additional day for each year to maximum of 5 weeks total.

Eligible non-instructional employees hired after July 1, 1997 shall receive paid vacation in accordance with the above schedule with one (1) exception. Employees hired after July 1, 1997 will qualify for fourth week of vacation after fifteen (15) years of continuous service.

B. Newly-hired eligible non-instructional employees who complete less than ten (10) months continuous service on July 1 of any given year shall be granted one-half (1/2) day of paid vacation [before each month of employment up to that date. Twelve (12) or more working days of service shall constitute a month upon initial employment.

C. Continuous years of service will be computed from February 1 of any given year. An employee joining the District prior to that date shall be credited with one (1) year of service in subsequent years. One whose service commences after that date shall receive no credit for that portion of the year remaining toward continuous service in subsequent years.

D. Termination of employment prior to completion of probationary period shall result in loss of all vacation benefits.

### Section 3. Vacation Scheduling

A. Prior to June 1 of each school year, each non-instructional employee eligible for a vacation in the forthcoming school year will be provided a vacation preference form, returnable to the School Business Administrator or the employee's supervisor, on which he will be asked to designate his preferences regarding vacation time for that school year. On the vacation preference form, the employee may also indicate if he/she wishes to be prepaid for his/her vacation period. If more than one vacation period is to be taken, the prepayment provision shall be limited to one (1) such period, with the employee indicating to which vacation period the prepayment shall apply. The vacation prepayment will be rendered at the time of the last regular payday preceding the vacation period for which the employee has so elected.

## **ARTICLE V / VACATIONS (CONTINUED)**

B. On or before June 1 of each school year, each non-instructional employee eligible for a vacation in the forthcoming school year will receive a vacation schedule indicating the week or weeks designated for his vacation in that school year.

C. Where two (2) or more employees request vacations at the same time and, due to school personnel requirements, it is not possible to grant all such requests, vacations shall be scheduled on a rotating seniority basis.

D. Where an employee wishes to make a change in his vacation subsequent to the release of the vacation schedule, a request for consideration of such change should be made to the employee's supervisor or the School Business Administrator at least two (2) weeks prior to the employee's originally scheduled vacation period as indicated on the vacation schedule.

## **ARTICLE VI / HOLIDAYS**

A. Full-time (12-Month - Article III, Section 2B[1]) employees shall be granted twelve (12) paid holidays. The paid holidays will be:

New Year's Day; Martin Luther King's Birthday; Washington or Lincoln's Birthday (whichever coincides with the school vacation calendar); Good Friday; Memorial Day; Independence Day; Labor Day; Columbus Day; Veteran's Day; Thanksgiving Day; Christmas Day; and, A twelfth day to be identified when the holiday schedule for that year is developed through consultation with representatives of the Unit.

B. In developing holiday schedules, certain holidays identified in "A" above, may be "exchanged" or used in conjunction with other holidays. Such schedules will be developed through consultation with Unit representatives.

C. Employees who work on the same basis as those described in "A" above except for ten (10) month [six (6) hours per day or more] shall receive whatever paid holidays fall within the term of their employment period.-

D. Employees who work six (6) hours per day or more on a "school-day-only" basis (approximately one hundred eighty [180] day work year) shall, upon completion of two (2) years of continuous service with the School District (including both part-time and full-time service) receive five (5) paid holidays.

E. Employees who work less than six (6) hours per day on a "school-day-only" basis (approximately one hundred eighty [180] day work year) shall, upon completion of five (5) years of continuous service with the School District, receive three (3) paid holidays. Employees who previously qualified for such holidays based on prior criteria (2 years of continuous service) shall retain this entitlement provided District employment remains unbroken.

## **ARTICLE VI / HOLIDAYS**

F. No loss of earned holiday benefits shall be incurred when an employee moves or advances from part-time to full-time employment or from one job classification to another.

G. The holiday schedules for the ~~2011~~2012-2013 school year is affixed hereto, designated as Appendix A, and made a part hereof.

## **ARTICLE VII / PROFESSIONAL TRAINING**

Non-instructional employees who are assigned or authorized to attend administration approved courses, workshops, seminars, conferences or programs for job-related training and/or development will be reimbursed for actual and necessary expenses incurred in such activity. Reimbursement will include, to the degree applicable, tuition or fees, registration, mileage and other costs which may be assessed to those attending/enrolling.

## **ARTICLE VIII / RETIREMENT PLAN**

It is agreed that the 75i Pension Benefit (one fiftieth) under the Non-Contributory Plan of the New York State Employees Retirement System shall be provided all eligible non-instructional employees of the School District. Effective July 1, 1975, Retirement Option 41-j (retirement service credit for up to one hundred sixty-five (165) days of accumulated sick leave) will be provided eligible non-instructional employees of the School District.

## **ARTICLE IX / FIRST AID FACILITIES**

It is agreed that a cot and first aid kit will be provided in those school buildings where non-instructional employees regularly are assigned to work and where there is no school health office in which these facilities are available.

## **ARTICLE X / EMERGENCY SCHOOL CLOSINGS; SAFETY**

### **Section 1. Mechanical Failure**

Where a mechanical failure or related occurrence necessitates the closing of a school building and a condition thereby endangering the health and/or safety of occupants of the building exists, non-instructional employees who are not involved in the remediation of the failure will be excused from further responsibilities in that building with no loss in pay.

## **ARTICLE X / EMERGENCY SCHOOL CLOSINGS; SAFETY**

### **Section 2. Weather Conditions**

A. On days when schools in the District are closed due to inclement weather conditions, hazardous roads and/or related conditions, non-instructional employees, except for those employed on a "school-day-only" basis, will be expected to report to work in accordance with their regular working schedules except where special adjustments are made by their supervisors and they are informed accordingly. Where weather conditions prevent an employee from arriving at work by their usual starting time, his supervisor should be informed as soon as practicable.

B. Part-time transportation department personnel who report for and remain on duty on days when school is subsequently closed due to hazardous road conditions or for other reasons and who perform assigned duties for at least one (1) hour shall receive two (2) hours compensation. This provision will not apply to those who do not report.

### **Section 3. Working Assignments**

It is recognized that there are inherent dangers in work assignments which require that employees work alone in buildings or in isolated areas, and it is agreed that supervisors will endeavor to minimize the instances of such assignments, particularly when hazardous or dangerous work is involved. It is also recognized that the nature of the District, its facilities and non-instructional staff, and the character of many functions are such that some assignments of this kind are unavoidable.

## **ARTICLE XI / IN-SERVICE AND PRE-SERVICE TRAINING**

### **A. General**

In-service training will normally be provided within departments (i.e., school lunch, buildings and grounds, transportation, etc.) under the general direction of the department supervisor. Employees may be required to attend at least two (2) department training programs or meetings a year, with the duration of each meeting limited to one and one-half (1 ½) hours. This will not prevent an employee or employees from attending or participating in formal courses, workshops, seminars, conferences, etc., which relate to job performance and may strengthen or improve skills. When additional meetings at which attendance is required are held at times other than regular working hours, employees will be compensated at their regular hourly rate for time in attendance.

B. Part-time Bus Drivers will be reimbursed at their regular rate of pay for each two (2) hour session for required refresher training or mandated by the Commissioner of Education, Education Law and/or the Department of Transportation.

## **ARTICLE XI / IN-SERVICE AND PRE-SERVICE TRAINING**

### **C. Pre-Service Training**

A new employee will be provided appropriate information on the duties and responsibilities of the position he/she is assuming. Where circumstances require and permit, on-the-job training will also be provided before the employee is left alone in the assignment. When new employees believe the information and/or training they have received does not provide adequate preparation for their assignment, they may inform their Supervisor and/or Building Principal accordingly. Transportation employees that voluntarily leave service with the district within 18 months of passing the New York State CDL road test shall be responsible for repaying the \$375 training costs.

D. The District agrees to reimburse Transportation Department employees for any expenses incurred by the employee in training and testing for the Commercial Drivers License. This reimbursement shall be made only to permanently appointed employees or to new employees once they are permanently appointed. The District shall reimburse the employee for only one test, any subsequent tests taken due to the employee's inability to pass the first test must be paid for by the employee. Reimbursement shall be made to the employee on a quarterly basis throughout the school year immediately following the employee's permanent appointment (for new employees) or after the employee has passed the test (for incumbent permanent employees).

## **ARTICLE XII / CIVIL SERVICE CLASSIFICATION PLAN**

### **Section 1. Annual Review**

It is agreed that a committee consisting of representatives of the Unit and the School Business Administrator will review the civil service classifications and job descriptions of non-instructional employees annually. The intent of such review will be to ascertain that present classifications and job descriptions are correct and accurate in relation to duties being assigned and performed.

### **Section 2. Establishment of New Positions**

When a new position is to be established, the committee identified in Section 1 of this Article shall meet for the purpose of discussing the compensation to be paid for such position.

### **Section 3. Part-Time to Full-Time Employment**

When an employee of the District is to be considered or recommended for a change from part to full-time employment status, the committee identified in Section 1 of this Article shall meet to review that person's seniority accumulation to ensure that accurate seniority credit is granted in such transfer.

## **ARTICLE XIII / GENERAL**

### **Section 1. Leaves of Absence**

A. Employees who have at least two (2) years of continuous District employment on a permanent appointment basis may apply for leaves of absence of not more than six (6) months which will provide for return to the same position as that held when application for the leave was made.

B. Employees with ten (10) or more years of continuous service on a permanent appointment basis may apply for leaves of absence of not more than twelve (12) months which will provide for return to the same position as that held when application for the leave was made.

C. Employees who are granted leaves of absence shall hold the same seniority accumulation upon resumption of service as when the leave began.

D. Any employee requesting a leave of absence must submit a request to the School District Business Administrator no later than two (2) weeks prior to the date on which the leave will commence, except in emergency situations where less notice may be permitted by the District. (Requests in emergency situations must be made verbally by the employee to the School District Business Administrator). The School District Business Administrator shall respond to the employee with either an approval or denial of the request no later than one week prior to the requested commencement date of the leave, except in cases where the request was submitted with less than two (2) week's notice due to an emergency situation the School District Business Administrator, or their designee, shall respond by the next business day. Failure of the District to respond in accordance with the time limits set forth above shall be deemed to be an approval of the request.

### **Section 2. Professional Conferences**

Upon approval of the School Business Administrator, up to five (5) days per year with salary will be allowed for designated representatives of the non-instructional staff to attend and represent the staff at professional conferences, workshop, convention or meetings.

### **Section 3. General Communications Policy**

The CSEA Chapter President will be provided with one (1) copy of the minutes of official Board of Education meetings as soon as possible after their approval by the Board. A copy of the official agenda of the meetings and enclosures other than those prepared and submitted exclusively for the use and information of members of the Board will be given to the CSEA President prior to each meeting.

**ARTICLE XIII / GENERAL**

Section 4. Child Rearing Leave

A. Child Rearing Leave without pay shall be granted to permanent employees for a period not to exceed twelve (12) months. Applications for Child Rearing Leave must be made in writing to the School District Business Administrator at least one (1) month prior to the anticipated commencement of the leave.

B. Any extension of Child Rearing Leave beyond the original twelve (12) months shall be granted at the District’s discretion. Applications for an extension of Child Rearing Leave shall be made to the School District Business Administrator at least one (1) month prior to the date on which the extension would commence.

Section 5. Summer Hours

Employees of the bargaining unit shall work summer hours of Monday – Thursday 6:45 am – 4:00 pm and Friday 7:00 am – 12:00 pm. These hours shall also apply on days when employees are required to work but there are no students in session.

Section 6. Employees who are required to hold a driver’s license for their position shall be subject to random drug and alcohol testing.

**ARTICLE XIV / REMUNERATION**

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Section 1. Salaries 2013-2017

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Members of the Negotiating Unit in all clerical positions, Aides, Monitors, Transportation, Operations & Maintenance titles shall be compensated during the period from July 1, 2013 through June 30, 2018, for services rendered to the District in accordance with the Salary Schedule affixed hereto and designated as Appendix B (2013-2017) and made a part thereof. This shall reflect a total sum of money to be applied to salaries of three and three quarter percent (3.75%) plus increment over the period of the agreement.

The yearly increases to the existing salary schedule shall be as follows for all clerical positions, aides, monitors, transportation, and operations & maintenance titles:

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Year	Percent Increase	Increment
2013	0%	Plus Increment
2014	.75%	Plus Increment
2015	.75%	Plus Increment
2016	1%	Plus Increment
2017	1.25%	Plus Increment



## ARTICLE XIV / REMUNERATION

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Twelve month employees of the bargaining unit that were on top step on June 30, 2013 or are scheduled to advance to Step 9 on July 1, 2013 shall receive a one-time bonus payment of \$500. Ten month employees of the bargaining unit that were on top step June 30, 2013 or are scheduled to advance to Step 9 on July 1, 2013 shall receive a one-time bonus payment of \$450. Part time employees eligible for the above mentioned bonuses will receive a prorated payment. Said one-time payment shall be made during the October coach's payroll period by separate check.

Twelve month employees of the bargaining unit that were on top step on June 30, 2015 or are scheduled to advance to Step 9 on July 1, 2015 shall receive a one-time bonus payment of \$500. Ten month employees of the bargaining unit that were on top step June 30, 2015 or are scheduled to advance to Step 9 on July 1, 2015 shall receive a one-time bonus payment of \$450. Part time employees eligible for the above mentioned bonuses will receive a prorated payment. Said one-time payment shall be made during the October coach's payroll period by separate check.

The percentage increase is over the previous school year's first step and second step on the salary schedule. The salary schedule continues from that point forward as defined by the formula listed on the salary schedule in Appendix B.

\*For P-T Clerk and Teacher Aide titles, steps 10, 11, 12, and 13 will increase by \$0.30 each over the previous step.

Section 1a. Members of the negotiating unit in the Food Service Department shall be compensated during the period from July 1, 2013 through June 30, 2018 for services rendered to the District in accordance with the following:

<u>Year</u>	<u>Percentage</u>
July 1, 2013	\$.75/hr increase
July 1, 2014	\$.50/hr increase
July 1, 2015	\$.50/hr increase
July 1, 2016	2% increase
July 1, 2017	2% increase

Food Service Entry levels July 1, 2013 – June 30, 2018:

- Food Service Helper – Minimum Wage
- Cook Starting Salary - \$1 an hour over Food Service Helper entry wage
- Cook Manager - \$2 an hour over Food Service Helper entry wage

## **ARTICLE XIV / REMUNERATION**

Any staff advancing from Food Service Helper to Cook or Cook advancing to Cook Manager shall automatically receive an increase of \$1.00 per hour.

### **Section 2. Emergency Call-In**

Non-instructional employees who are called to work during non-working hours or on non-working days will receive pay for actual time worked or a minimum of four (4) hours at time and one-half (1-1/2) their hourly rate of pay, for emergency call-in only. Authorization for such work must be made by their supervisor or an administrator.

Employees who are called in for building alarm shut-off will receive pay for two hours at time and one-half (1 ½) their hourly rate of pay. This will apply only in a non-emergency situation.

### **Section 3. Overtime**

A. Overtime work will be granted on a rotating seniority refusal basis to full-time employees within their regular assigned building and job responsibility, provided the assignment and performance of such overtime work does not require the rescheduling or release of such employees from their regular assignment or job.

B. In the Transportation Department, one sixteen (16) passenger vehicle may be allowed on a trip without a school bus driver provided it is driven by a qualified teacher or coach. Beginning September 1, 1993, all bus trips outside of the School District shall be granted to permanently appointed full-time and part-time Bus Drivers on a rotating seniority basis.

C. To minimize the need for call-in or part-time bus drivers, full-time bus drivers will be assigned incidental and irregular driving assignments during their regular work day which do not conflict with their regularly-assigned bus-driving responsibilities. Where such assignments are made, the program of non-driving responsibilities within the transportation department will be maintained.

### **Section 4. Clothing Allowance**

A. Those employees assigned to the classification of automotive mechanic will be provided, without charge, three (3) sets of work clothes per week.

B. The District agrees to provide one (1) shop coat for use in the main bus garage.

C. The District agrees to provide four (4) sets of work clothes to the Building Maintenance Mechanics, the Groundsman and the twelve month full-time bus drivers as an initial issue. In succeeding years, two (2) sets of work clothing will be provided as replacements. This provision is made to safeguard personal clothing. Employees

## **ARTICLE XIV / REMUNERATION**

receiving this issue will wear such clothing to work at all times and will launder and maintain it in good repair at their own cost. This shall also include the Utility Custodial man.

D. The District will annually purchase, at a cost not to exceed one hundred and twenty five dollars (\$125.00) per pair, a maximum of one (1) pair of safety, or equivalent, work shoes for employees classified as Automotive and Building Maintenance Mechanic, Groundsman, full-time Bus Driver, Utility Man, Custodian and Cleaner. Work shoes must be approved by the Department Supervisor.

E. Annually, the District will provide \$100.00 for clothing / shoe allowance for food service employees upon successful completion of probation. All food service employees will receive \$150.00 for clothing / shoe allowance annually upon completion of two (2) years of service with the District. The District must approve the uniform or shoe type.

### **Section 5. Regular Employees Acting as Substitutes**

A. Except for school lunch personnel, employees who are permanently appointed and who serve as temporary substitutes in a position classification with a higher salary rate for eight (8) or more days in a school year will be paid a salary rate identical to that which they would receive if they were transferred or promoted to such position.

B. When a regular School Lunch Department Food Service Helper replaces a Cook on a short-term, temporary or substitute basis, the Food Service Helper will be paid an additional \$.50 per hour; similarly, when a Cook replaces a Cook Manager on the same basis, the Cook's compensation will be paid an additional \$.50 per hour.

### **Section 6. Building Security Inspection**

The Senior Custodian or designated person who performs required and authorized building security inspections on weekends and holidays will be compensated for two (2) hours at time and one-half their regular hourly rate of pay, if they have already worked forty (40) hours during that week.

### **Section 7. Accident Indemnity - Assigned Duties**

Non-instructional employees absent from employment and unable to perform regular duties as a result of personal injuries sustained while performing assigned duties, for which Workers' Compensation payments are being made, will be paid full salary for a period not to exceed one (1) calendar year less the amount of any Workers' Compensation award made for disability as a result of such injuries. No part of such absence will be charged to the employee's annual or accumulative sick leave. During this period, the Board of Education may require the employee to have a reasonable number of physical examinations by a physician selected by the Board of Education, such examination expense to be borne by the Board of Education.

## **ARTICLE XIV / REMUNERATION**

### **Section 8. Retirement Options**

Each member of the negotiating unit who meets the eligibility criteria for health insurance coverage during the active employment period immediately preceding his/her retirement and who has been employed by the district for at least fifteen (15) years shall be given the option of selecting either part A or part B as described below. A negotiating unit member who does not qualify for health insurance coverage at the time of his/her retirement shall be eligible for the applicable portion of part A only.

#### **A. Salary Adjustment - Retirement Notification**

Upon written notification of retirement to the Board of Education not less than three (3) months prior to the effective date of such retirement, the yearly salary of a non-instructional employee who is fifty-four (54) or more years of age and who will have completed five (5) or more years of District service on the date of retirement will be increased at the rate of forty dollars (\$40.00) for each year of full-time District service and twenty dollars (\$20.00) for each year of part-time District service. (Full-time service shall be considered that which is consistent with the definition provided in Article III, Section 2.B. Other service, to be creditable, shall require a minimum of three (3) hours per day or fifteen (15) hours per week.) Such payment shall in no instance exceed One Thousand Five Hundred dollars (\$1,500).

#### **B. Application of Accrued Sick Leave for Health Insurance**

1. Until July 1, 2007, Selection of this option will entitle the bargaining unit member to apply unused accrued sick leave at the time of retirement toward fully-paid health insurance in accordance with the following provisions: Each five-day block of unused accrued sick leave at the time of retirement shall qualify the retiree for one (1) month of fully paid health insurance up to age 65. After the retiree reaches the age of 65, each three-day block of unused accrued sick leave at the time of retirement shall qualify the retiree for one (1) month of fully paid health insurance. (Maximum entitlement: 100 months).

As of July 1, 2007, Selection of this option will entitle the bargaining unit member to apply unused accrued sick leave at the time of retirement toward health insurance in accordance with the following provisions: Each four-day block of unused accrued sick leave at the time of retirement shall qualify the retiree for one (1) month of fully paid health insurance up to age 65. After the retiree reaches the age of 65, each three-day block of unused accrued sick leave at the time of retirement shall qualify the retiree for one (1) month of fully paid health insurance. (Maximum entitlement: 100 months). The retiree will pay 5% of the health insurance premium with the District paying 95%.

2. This measure shall be equally applicable to individual, two-member, and family health insurance coverage.

#### **ARTICLE XIV / REMUNERATION**

3. To qualify for this option, the negotiating unit member must meet the minimum age requirements stipulated in part A of this section.
4. The surviving dependent(s) of a retiree shall be eligible to retain such benefit for the period of the retiree's entitlement, provided such person(s) was initially included in the two-member or family coverage.
5. Upon the expiration of the entitlement eligibility period defined in this Section above (number 1-4), the retiree will be required to begin regular co-payment participation if he/she is to retain health insurance coverage through the School District. The retiree will pay 50% of the premium for individual only coverage or 65% of the premium for two-person / family coverage.
6. This measure will be applicable only to health insurance coverage and will not apply to dental insurance.

#### **Section 9. Salary Payment Method (10-Month Employees)**

Employees who meet the criteria of "full-time" as described in Article III, Section 2, B (2) and part-time bus drivers will receive annual salary statements which indicate a projected annual salary based upon one hundred seventy-five (175) days of service at the number of hours per day which they are scheduled to be regularly employed. Thereafter, for "full-time" employees salary per pay period will be computed in equal amounts over the ten (10) month period of service; part-time bus drivers will be similarly compensated except that one (1) additional pay period will be provided and used in determining compensation installments. In all instances, the final payment in June will include an adjustment for any days of service over or under the one hundred seventy-five (175) days projected.

#### **ARTICLE XV / EMPLOYEE APPRAISALS/EVALUATIONS**

The parties agree to implement a Employee Appraisal/Evaluation Program during the term of this Agreement. Effective January 1, 1998 a Joint Labor Management Committee has been formed and charged to facilitate and implement this Program.

#### **ARTICLE XVI / POLICIES**

Any existing policies contained in this Agreement relating to employees benefits and/or terms and conditions of employment shall remain in full force and effect unless amended, revised or modified in a later article in a subsequent agreement.

**ARTICLE XVII / DURATION**

The parties agree that all negotiable items have been discussed during the negotiations leading to this Agreement; and therefore, agree that negotiations will not be reopened on any item, whether contained herein or not, during the life of this Agreement.

The provisions of this Agreement shall be effective as of July 1, 2013 and shall continue and remain in full force and effect until June 30, 2018. This Agreement contains the entire Agreement for that period between the parties hereto and there is no covenant, understanding, stipulation, or agreement between the parties hereto other than those herein specified. This Agreement can only be changed, modified or amended by a written agreement between the parties hereto.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals.

FOR SOUTH GLENS FALLS CENTRAL  
SCHOOL DISTRICT

FOR SOUTH GLENS FALLS CENTRAL  
SCHOOL DISTRICT CSEA UNIT

\_\_\_\_\_  
Superintendent

\_\_\_\_\_  
Unit President

\_\_\_\_\_  
District Business Administrator

\_\_\_\_\_  
Labor Relations Specialist

DATED: \_\_\_\_\_

**APPENDIX "A"**  
**HOLIDAY SCHEDULE**

<del>2011</del>	<del>DAY</del>	<del>HOLIDAY</del>
<del>July 4</del>	<del>Thursday</del>	<del>Independence Day</del>
<del>September 5</del>	<del>Monday</del>	<del>Labor Day</del>
<del>October 10</del>	<del>Monday</del>	<del>Columbus Day</del>
<del>November 11</del>	<del>Friday</del>	<del>Veterans Day</del>
<del>November 24 &amp; 25</del>	<del>Thursday &amp; Friday</del>	<del>Thanksgiving &amp; Day After</del>
<del>December 26</del>	<del>Monday</del>	<del>Christmas</del>

**2012**

January 2	Monday	New Year's Day
January 16	Monday	Dr Martin Luther King Jr B-day
February 20	Monday	President's Day
April 6	Friday	Good Friday
May 28	Monday	Memorial Day
July 4	<del>Wednesday</del>	<del>Thursday</del> Independence Day
September 3	<del>2</del> Monday	Labor Day
October 8	Monday	Columbus Day
November 14	Monday	Veterans Day
November 22-28 & 23	29	Thursday & Friday Thanksgiving & Day After
December 25	<del>Tuesday</del>	<del>Wednesday</del> Christmas

**2014**

January 1	Wednesday	New Year's Day
January 20	Monday	Dr Martin Luther King Jr Birthday
February 17	Monday	President's Day
April 18	Friday	Good Friday
May 26	Monday	Memorial Day
July 4	Friday	Independence Day
September 1	Monday	Labor Day
October 13	Monday	Columbus Day
November 11	Tuesday	Veterans Day
November 27 & 28	Thursday & Friday	Thanksgiving & Day After
December 25	Thursday	Christmas

NOTE: Emergency school closings may necessitate adjustment to the latter holidays.

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**APPENDIX "B"**  
**SALARY SCHEDULES**  
**2011-2013**





