

AGREEMENT

BY AND BETWEEN THE

BOARD OF EDUCATION

of the

STILLWATER CENTRAL SCHOOL DISTRICT

AND

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

FOR THE

THE STILLWATER CENTRAL SCHOOL DISTRICT UNIT

OF THE

SARATOGA COUNTY EDUCATIONAL LOCAL #864

JULY 1, 2013 – JUNE 30, 2017

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ARTICLE 1 – DEFINITIONS

1. **CSEA** – CSEA, Inc., Local 1000 AFSCME, AFL-CIO for the Stillwater Central School District Unit of the Saratoga County Educational Local 864.
2. **Bargaining Unit** – As described in Recognition Clause.
3. **District** – Stillwater Central School District.
4. **Board, or Board of Education** – Stillwater Central School District Board of Education.
5. **Superintendent** – Superintendent of the Stillwater Central School District.
6. **Administrative Supervisor** – Building Principal or Business Administrator.
7. **Immediate Supervisor** – The first level of supervision from whom an employee receives work instructions.
8. **Employee** – Non-instructional employee of the Stillwater Central School District.
9. **Full-Time Employee** – Employee who is permanently appointed by the B.O.E. to a regularly established position of eight (8) hours or seven and one-half (7 ½) hours per day (exclusive of lunch), five (5) days a week, for a ten or twelve month work year, or a Bus Driver who is permanently appointed to a regularly established position of five (5) or more hours per day, five (5) days a week, for a ten or twelve month work year. Nurses shall work an eight (8) hour day inclusive of a paid one half (1/2) hour lunch period.
10. **Part-Time Employee** – Employee who is permanently appointed by the B.O.E. to a regularly established position of less than eight (8) hours per day, five (5) days a week, for a ten or twelve month work year, except for Bus Drivers as designated above.
11. **Permanent Employee** – An employee who has served the required probationary period, and has been appointed to a permanent position by the Board.
12. **Probationary Employee** – An employee serving a three month probationary period in a permanent job position.
13. **Regular Employee** – An employee who works on a regular daily basis, full or part-time, as a permanent or probationary employee.
14. **Temporary/Substitute Employee** – An employee working on an irregular basis
15. **Previous Experience** – Prior experience in the specific job classification, or similar experience in the same department, or in other employment of a similar nature.
16. **Summer Time** – The time between the last day school is in session in one year, and the first day it is in session the succeeding school year.

ARTICLE 1 – DEFINITIONS (CONTINUED)

17. Call-In Time – Period of time when a regular employee is called into work at other than a regularly scheduled work period, or an immediate extension thereof. Normally occurring after an employee has completed their normal work day, and must travel back to and from home to school, in addition to their normal travel time. It does not apply to substitute personnel, nor to regular personnel called, and who accept a routine job, regardless of duration.

To qualify for call-in time, the employee must be called in by their immediate supervisor, the supervisor's designee, a person of obvious authority for the School District, or in situations of a clear emergency nature, when one of the above is not available.

18. Conditional Driver – A person appointed to a bus driving position on a temporary basis until approved by the appropriate NYS Agency in accordance with NYS Law. Once approved, the driver will become a probationary employee in accordance with normal practice.

19. Seniority – Employee seniority will be established as of the effective date of appointment to a permanent position by the Board of Education, except as otherwise provided for herein. Seniority will not be earned during unpaid leaves of absence of one week or greater duration. District seniority shall be earned in a permanent job category and is transferable from one job category to another for the purpose of calculating employee benefits. In situations where more than one person is appointed on the same date, the person(s) first named in the Board minutes will have the greater seniority. All seniority rights of an employee ceases effective on the date of their termination of employment for any reason other than leaves of absence approved by the B.O.E.

20. Days – Shall mean school business days in the School District when school is in session from September to June, and shall mean normal business days during the summer time, unless otherwise provided for in this Agreement.

ARTICLE 2 – RECOGNITION

2.1 Recognition

The Stillwater Central School District Board of Education recognizes the CSEA, Inc., Local 1000 AFSCME, AFL-CIO for the Stillwater Central School District Unit of the Saratoga County Educational Local 864 as the exclusive bargaining agent for all non-teaching personnel employed by the District, except for those employees designated as managerial or confidential. This recognition shall extend for the maximum period permitted by law.

ARTICLE 2 – RECOGNITION (CONTINUED)

2.2 Union Affirmation

The CSEA Unit affirms that it does not assert the right to strike against the School District, to assist or participate in any such strike, or to impose an obligation to conduct, assist, or participate in such a strike and it shall not cause, instigate or condone a strike.

ARTICLE 3 – NEGOTIATIONS

3.1 Negotiation Commencement

In the year this Agreement terminates, the parties will meet to begin negotiations for a successor Agreement concerning the terms and conditions of employment for Bargaining Unit members. The first meeting should be scheduled in February, at which time ground rules other than the below will be discussed. However, by mutual agreement, the parties may commence negotiations at an earlier date.

3.2 Proposal Submission

All proposals requesting modifications of the existing Agreement must be submitted in writing at the first negotiating meeting of the parties. No new proposals may be brought up during subsequent negotiations by either party unless mutually agreed to do so by both parties.

ARTICLE 4 – GRIEVANCE PROCEDURE

4.1 Purpose

It is the intent of this procedure to provide for the orderly settlement of differences between the parties in a fair and equitable manner. The settlement of grievances, at the earliest possible stage, is encouraged by both parties.

4.2 Definitions

A grievance is a complaint by an employee in the Bargaining Unit, or a group of employees, that there has been a violation, misinterpretation, or inequitable application of this Agreement.

4.3 Non-Contract Grievance

A non-contractual grievance is a complaint by an employee, or a group of employees, in the Bargaining Unit, that there has been an inequitable application of work rules, or terms and conditions of employment not appearing in this Agreement.

ARTICLE 4 – GRIEVANCE PROCEDURE (CONTINUED)

The grievance procedure may be used by an employee to resolve complaints of this nature up to and including, The Board of Education stage. A non-contractual grievance may not be brought to arbitration.

4.4 Definition of Grievance

Aggrieved party shall mean any employee or group of employees in the Bargaining Unit.

4.5 Time Limits

A grievance must be initiated within fifteen (15) days of the date the employee(s) knew or should have known of the situation causing the alleged problem.

If a grievance is not initiated in accordance with the above, or if it is not appealed to the next higher stage within the specified time limit, the grievance will be considered resolved, and further appeal under this Article is barred.

If a decision at any stage is not rendered within the time limit specified, the aggrieved party may submit the grievance to the next available stage.

4.6 General Rules

An aggrieved party has the right to be represented at any stage of this procedure, except the informal stage, by a person of his choice. However, employee organizations, other than the recognized bargaining agent, shall not represent unit employees.

Except at the informal stage, all grievances shall be in writing and shall specify the name or names of the aggrieved party; the specific provisions of this Agreement claimed to have been violated; the time and place where the alleged event or omission occurred on which the grievance is based; and a detailed statement of the grievance, with the remedy sought.

4.7 Grievance Procedure

Stage 1 – Informal – Immediate Supervisor

An aggrieved party shall present the grievance to his Immediate Supervisor orally and informally, with the objective of resolving the matter.

The Immediate Supervisor will render a verbal decision to the aggrieved party within three (3) days of discussing the grievance.

ARTICLE 4 – GRIEVANCE PROCEDURE (CONTINUED)

Stage 2 – Administrative Supervisor

If the decision at Stage 1 is not acceptable, the aggrieved party shall present the grievance in writing to the Administrative Supervisor for their department, within five (5) days of the verbal decision at Stage 1.

Within five (5) days of receiving the written grievance, the Administrative Supervisor will respond to the aggrieved party with a written decision.

Stage 3 – Superintendent:

If the decision at Stage 2 is not acceptable, the aggrieved party shall present the grievance in writing to the Superintendent within five (5) days of receiving the Stage 2 decision.

Within five (5) days of receiving the written grievance, the Superintendent will respond to the aggrieved party with a written decision.

Stage 4 – Board of Education:

If the decision at Stage 3 is not acceptable, the aggrieved party, within five (5) days of receiving the Stage 3 decision, may appeal to the Board of Education in writing, requesting a hearing on the grievance. The appeal must be addressed to the Clerk of the B.O.E., with a copy to the Superintendent.

The Board of Education, or a Committee thereof, will hold a hearing on the grievance in executive session, within twenty (20) days of receiving the appeal.

Within fifteen (15) days of the hearing date, the B.O.E. will forward a written decision to the aggrieved party.

Stage 5 – Arbitration

If the aggrieved party is not satisfied with the decision at Stage 4, and if the grievance concerns an alleged violation, misinterpretation, or inequitable application of this Agreement, the aggrieved party may submit the grievance to arbitration by submitting written notice to the Superintendent within ten (10) days of receiving the decision from Stage 4.

Rules Governing Arbitration

Within fifteen (15) days of the decision at Stage 4, the aggrieved party will request a list of arbitrators from the New York State Public Relations Board, and Thereafter, the parties will be bound by the rules of this organization in the selection of an arbitrator, and in the conduct of the procedures and hearing(s).

ARTICLE 4 – GRIEVANCE PROCEDURE (CONTINUED)

The Arbitrator so selected will conduct the hearing promptly, and will issue his recommendations not later than thirty (30) calendar days from the date the final briefs are submitted to him. The Arbitrator's decision will be in writing and set forth his finding of fact, and the reasons therefore.

The Arbitrator shall be without power or authority to make any decision contrary to, or inconsistent with, applicable law, or rules and regulation having the force of law. The Arbitrator shall have no power to alter, add to, or detract from the provisions of this Agreement.

The decision of the Arbitrator shall be limited to the interpretation of this Agreement and shall be final and binding on both parties. The election to submit a grievance to arbitration shall automatically be a waiver of all other remedies or forums which otherwise could be available.

The costs for the services of the Arbitrator, including expenses, if any, will be borne equally by the District and the CSEA.

ARTICLE 5 – JOB OPENINGS, SENIORITY, LAYOFF & RECALL

5.1 Job Openings

When the District establishes a new position within the CSEA Bargaining Unit, or determines that any vacant position will be filled, the District will post the official notice of the job opening for five (5) days prior to filling the position. Twelve (12)) copies of the same notice will be given to the Unit President. The Superintendent's office shall post the notices on designated bulletin boards in: (1) Transportation Department (2) High School office, (3) Middle School Office, (4) Reception Area, (5) High School/Middle School Maintenance Department, (6) Food Service Department, (7) High School/Middle School Nurses' Office, (8) Elementary Nurses' Office, (9) Student Center Office, (10) High School/Middle School Library, (11) Elementary Office, (12) Elementary Maintenance Department, and (13) Special Education Department. Employees within the CSEA Bargaining Unit may apply.

5.2 Selection of Candidates

Selection of personnel to fill vacant positions will be determined by the Board of Education based on experience, ability, qualifications, and seniority.

5.3 Seniority – Calculation

Employee seniority will be established as of the effective date of appointment to a permanent position by the B.O.E. All seniority rights of an employee shall cease effective on the date of their termination of employment for any reason

ARTICLE 5 – JOB OPENINGS, SENIORITY, LAYOFF & RECALL (CONTINUED)

other than leaves of absence approved by the B.O.E. (Refer to Article I – Definitions).

5.4 Vacancies During Summer Vacation

If a vacancy occurs in the CSEA Bargaining Unit during the summer vacation period, the Unit President will be notified in situations that require filling of the position during that period. If the position is not filled during the summer vacation period, the position opening will be posted on the first day of regular school, and the above rules will apply.

5.5 Seniority – Military and/or Previous Experience Credit

Credit for previous experience or for military service will be determined at the discretion of the B.O.E. Such credit will be considered in determining the employee's starting salary.

5.6 Layoff & Recall

If a reduction in the work force occurs, or a recall of personnel is instituted as a result of Board of Education action, the following system will be followed:

- a). Within a job classification, temporary and probationary employees will be laid off before permanent employees. Permanent employees will be laid off on the basis of reverse seniority.
- b). As job openings occur following a layoff, those laid off employees within the job classification of the opening will be recalled in reverse order of the layoff. The recall provisions will be limited to two years from the date of the layoff.
- c). Competitive class personnel will be laid off and recalled in accordance with Civil Service Procedures, if these procedures are different from the above.
- d). Notification of recall to a laid off employee, will be made by certified letter. Failure of an employee to respond affirmatively to a recall within ten (10) days after receiving notification will void any rights provided under this Agreement, or appropriate laws and statutes.

5.7 Overtime Rotation

Overtime shall be assigned on a rotating basis by total District CSEA seniority and title needed to perform such work. If an employee is unavailable or declines overtime, they shall be moved to the bottom of the list. If no one wishes to work said overtime, then the least senior employee shall be assigned and that list shall rotate in reverse seniority.

ARTICLE 6 - DISCIPLINARY PROCEDURE

6.1 Disciplinary Action

If disciplinary action is initiated against a Bargaining Unit employee, that employee will be given a copy of the charge(s) being made against him/her.

6.2 Disciplinary Appeal

The employee may appeal the disciplinary action, if within five (5) days of receiving notice of the proposed action, the employee makes a written request to the Superintendent for a hearing.

6.3 Superintendent's Decision

Following the hearing, the Superintendent will issue a written decision to the employee, concerning the disciplinary action, within five (5) days of the hearing date.

6.4 Appeal of the Superintendent's Decision

The employee may appeal the Superintendent's decision to the Board of Education by making a written request to the Clerk, Board of Education, with a copy to the Superintendent, within five (5) days of receiving the Superintendent's decision.

6.5 Appeal to the Board of Education

The Board of Education, or a Committee thereof, will hold a hearing on the matter, and provide the employee with a written decision, which is final and binding.

6.6 Section 75 – Civil Service Law

Competitive class employees, some veterans, and non-competitive class employees with five (5) years of service are entitled to certain rights under Section 75 of the Civil Service Law. The rules and procedures of Section 75 may be used as an option to the above for those people in the classifications cited.

6.7 Use of Section 75 – Election by Employee

The election to use the Section 75 procedures as an alternate to the above, may be instituted by the employee, by given written notice of this choice to the Superintendent, within five (5) days of receiving the Disciplinary Action charge(s).

ARTICLE 6 - DISCIPLINARY PROCEDURE (CONTINUED)

6.8 CSEA Representation

Bargaining Unit employees shall be allowed CSEA representation, or a representative of their choice, to accompany them, if they are personally subjected to disciplinary interrogation, or at any hearing held under the provisions of the Article.

6.9 Personnel Files

Bargaining Unit employees may review the contents of their personnel file, and may make copies of any documents in the file, except for those received from sources outside the District and which have been marked "Confidential" by the sender.

Employees wishing to review their files may do so by giving written notification to the Superintendent, who will arrange an appropriate time during the normal business hours of the Central Office. All reviews of personnel files will be done in the Central Office, in the presence of the Superintendent, or a designee.

Employees may respond to any document in their file, except as noted above, by sending a written response to the Superintendent. The response will be attached to the document in the file by the District. The employee will be provided with a copy of any material placed in the employee's Personnel History Folder. Employees may request a copy of their Personnel History Folder by doing so in writing to the Superintendent.

ARTICLE 7 – UNION DUES – PAYROLL DEDUCTIONS

7.1 CSEA Membership Dues and Voluntary Deductions: PEOPLE - Insurance

The Civil Service Employees Association, Inc., shall have the exclusive rights to payroll deduction (dues check-off) of membership dues; premiums for all forms of CSEA sponsored insurances; EBF Dental and Vision Solstice Plans, 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.

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 listing showing: 1. employee name; 2. social security number; 3. dollar amount deducted for membership dues; 4. dollar amounts deducted for each separate sponsored insurance; 5. voluntary deductions (i.e.; PEOPLE); 6. home address; 7. annual salary; and, 8. job title.

The employer agrees to provide a separate check made payable to CSEA, Inc. for membership dues and a separate check for insurance programs made

ARTICLE 7 – UNION DUES – PAYROLL DEDUCTIONS (CONTINUED)

payable to Pearl, Carroll & Associates, LLC. For the EBF Dental and Vision Solstice Plans, a separate check should be made payable to the Employee Benefit Fund, 1 Lear Jet Lane, Suite 1, Latham, NY 12110.

At the close of each payroll period, the checks and listings shall be forwarded by the employer to the Civil Service Employees Association, Inc., 143 Washington Avenue, Capitol Station, Box 7125, Albany, NY 12224, or such other address as may be agreed to by CSEA, Inc.

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 the notification to the employer from CSEA. 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, hence becoming an Agency Fee Payer. Revocation of membership dues automatically revokes insurance premiums. The employer agrees to provide to CSEA Inc. a copy of each revocation of membership dues and/or CSEA sponsored insurance plan deductions it receives.

7.2 CSEA Agency Fee

The Civil Service Employees Association, Inc., having been certified as the exclusive 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 of said bargaining unit who are not members of CSEA, in an amount equivalent to the membership dues levied by the Civil Service Employees Association, Inc. The employer shall make a separate deduction for agency shop fees and remit the amount so deducted with an itemized listing showing: 1. agency shop fee payer name; 2. social security number; 3. dollar amount deducted for agency shop fees; 4. home address; 5. annual salary; and 6. job title.

The agency shop fee deductions along with the listing will be forwarded at the close of each pay period to: The Civil Service Employees Association, Inc., 143 Washington Avenue, Capitol Station, Box 7125, Albany, NY 12224.

Agency shop fee deductions will commence from the employee's first paycheck and continue until such time as CSEA notifies the employer to commence membership dues deductions.

7.3 Hold Harmless Clause

The District will transmit the moneys collected to the proper Agency, whereupon all District responsibilities regarding these monies shall cease. Bargaining Unit members, the Local CSEA Unit, its affiliates, and all other parties and agencies hereby waive all rights and claims for the moneys deducted, collected and

ARTICLE 7 – UNION DUES – PAYROLL DEDUCTIONS (CONTINUED)

transmitted in accordance with this Article, and will relieve and hold harmless the District, the Board, and all District employees from any liability therefore.

7.4 Payroll Deduction – Authorization

Payroll deduction must be individually and voluntarily authorized by the employee.

Payroll deduction may be first initiated or terminated at any time; however, proper notification must be made to the Business Office two (2) pay periods in advance of the effective date.

7.5 Direct Deposit

The District will provide the option of direct deposit to any bank of the employees' choosing.

7.6 IRC Section 125 Plan

The District shall implement an IRC Section 125 Plan to cover health insurance premiums, out-of-pocket medical expenses and dependent care. The District shall identify the plan administrator. Unless an employee specifically declines such coverage, all health insurance premium plans shall be paid through the IRC Section 125 Premium only plan.

7.7 Credit Union

The District will provide full-time employees with payroll deduction privileges for Credit Union payments.

The Credit Union must be certified by New York State and established in accordance with State and Federal Statutes.

The necessary signature forms will be developed mutually by the District and CSEA.

ARTICLE 8 – ASSOCIATION RIGHTS – ACCESS TO SCHOOL EVENTS

8.1 Negotiations – Release Time

Members of the Union's Negotiating Team may be excused from their normal duties, without loss of pay, when their presence is required at negotiation sessions with District representatives. In such circumstances, a written request to excuse the employee must be made to the Superintendent by the Unit President.

ARTICLE 8 – ASSOCIATION RIGHTS – ACCESS TO SCHOOL EVENTS (CONTINUED)

Payment of an employee's salary while attending the negotiating sessions above will be limited to one employee per Department; (i.e. a group of employees with a common interest, such as Custodians/Cleaners; Bus Drivers/Bus Monitors; Cafeteria Personnel, etc.). The Unit President will be excluded from this limitation.

8.2 Grievances – Union Release Time - Investigation

Normally, the processing of grievances and any associated investigation will be conducted at times other than the normal workday. However, when circumstances require this be done during the normal workday of an employee, the necessary time will be allowed by the Superintendent, without loss of pay to the employee.

8.3 Union Rights and Limitations

Employees shall not engage in **Union** activities during their assigned work hours. However, the above shall not preclude incidental discussions between a Unit officer and a Unit member during the workday as long as it is not protracted, nor unduly interferes with the performance of the employee's duties.

8.4 Publication of Agreement

The District will furnish each employee in the Bargaining Unit with a printed copy of this Agreement.

8.5 CSEA Release Time – Union Functions

The District will provide the CSEA Unit with a total of four (4), eight (8) hour days leave each year, with pay, for the purpose of conducting legitimate union business, which cannot be conducted at a time other than regular work periods.

This leave will be granted for one employee, per department, attending CSEA statewide conventions and workshops that require an employee to be away from their District position.

The leave may be taken in full or part days.

The Unit President will notify the Superintendent at least one week in advance of the date the leave is to be taken, except in unusual emergency situations, which shall require notification as soon as possible prior to the date of the leave.

ARTICLE 8 – ASSOCIATION RIGHTS – ACCESS TO SCHOOL EVENTS (CONTINUED)

8.6 Employee List

The District will provide to CSEA, Inc., on an annual basis each fall, a list of all Bargaining Unit employees. The list shall include the employees name, date of hire, job classification and Social Security number.

8.7 New Hires – Notification to Union

When new employees are appointed to job positions within the Bargaining Unit, the District will notify the President of the local Union, on a monthly basis.

8.8 Publication of Agreement

The District will furnish each employee in the Bargaining Unit with a printed copy of this Agreement.

8.9 Access to School Events

Bargaining Unit employees and one (1) guest will be admitted free of charge to all school events sponsored by the District.

ARTICLE 9 – WORKDAY – WORKWEEK AND OVERTIME

9.1 Workday / Workweek

Except as provided herein, the regularly scheduled workweek and workday shall not be changed during the term of this Agreement except by mutual agreement between the employee and the employer.

9.2 Employees Appointed Prior to July 1, 1996

Employees appointed to a permanent position by the B.O.E. prior to July 1, 1996 will be considered as “old” employees for the purpose of this Agreement, and will retain that employee status regardless of whether or not they change job positions or descriptions.

9.3 Employees Appointed on or after July 1, 1996

Employees appointed to a permanent position by the B.O.E. on or after July 1, 1996 will be considered as “new” employees for the purpose of this Agreement.

ARTICLE 9 – WORKDAY – WORKWEEK AND OVERTIME **(CONTINUED)**

9.4 Work Year – 10 Month Employees

Ten (10) month employees will work when school is in session based on the Stillwater School Calendar. Necessary work when school is not in session may be scheduled as appropriate. Employees affected shall be notified at least one (1) week in advance, except in emergency situations.

All ten (10) month employees will be paid an annual salary based on a minimum of 185 days. Any work assigned in excess of 185 days will be paid for based on the employee's prorated annual salary.

9.5 12-Month Employees – Work Year

Employees appointed to a twelve (12) month position will work the entire calendar year, less District designated holidays, and their earned vacation.

9.6 Workweek

The regular workweek shall be Monday through Friday. For overtime purposes, a week shall be considered Monday through Sunday. However, the payroll period will end on Friday, and payment for any overtime worked beyond Friday will be added to the following week's earnings.

The District may establish a workweek of Tuesday to Saturday for certain Maintenance and Custodial staff positions.

These positions, if created, will be initially established as new positions. They will be posted for staff to choose. If no staff requests these positions, then the District will hire for such assignment(s).

9.7 Overtime

For the purposes of computing overtime, all benefit days will count as time worked in a forty (40) hour workweek requirement as long as prior approval has been met. Employees working longer than their regular established workday in their normal work assignment will be compensated at their regular hourly rate up to a total of forty (40) hours per week.

Vacation days and personal days that have been approved at least two (2) weeks in advance, as well as holidays, will be counted as time worked in any given week toward the forty (40) hours before overtime is to be paid in that week.

Sick days, as well as vacation days or personal days with less than two (2) weeks approval, will not be counted as time worked toward the computation of overtime for any given week.

ARTICLE 9 – WORKDAY – WORKWEEK AND OVERTIME **(CONTINUED)**

The Superintendent shall be responsible for approving all overtime. Supervisors, under the advisement of the Superintendent, shall arrange for the necessary personnel for this approved overtime.

Employees working in two separate District positions will be compensated for overtime hours worked, at their regular rate of pay, or the base rate of the other position, whichever is higher.

Compensation for District authorized overtime will be paid to employees in the paycheck following the pay period in which the overtime hours were worked.

9.8 Call-In time

If an employee is called into work in accordance with the defined “call-in time” (Article I – Definitions), that employee will receive two (2) hours pay at a rate of time and one-half (1-1/2) times their normal hourly rate, regardless of the time actually worked. The time and one-half rate will apply whether or not the employee has exceeded forty (40) hours during that particular work week, i.e., in all cases the pay will be a total of three (3) hours for two (2) hours or less time actually worked.

9.9 Workday

The regular workday shall not exceed eight (8) hours, exclusive of lunch. The regular workday for the particular classifications of employees is shown in Appendix #1A - #3A.

9.10 Superintendent’s Discretion – Work Day

The Superintendent may, at his discretion, adjust the length of the regular work day to accommodate particular transportation routes, seasonal workloads, or for any other purpose, but such action will not establish any binding precedent or practice.

The Superintendent may, at his discretion, change the workday of the custodial staff to 7:00 a.m. – 3:30 p.m., including a one-half (1/2) hour lunch period, during the last ten (10) workdays prior to the opening of school in September, if in his sole judgment, after inspection of the work in progress, such action is necessary to satisfactorily complete the summer work program.

The District may establish a workday that commences no later than 3:00 p.m. and ends no later than 11:00 p.m. for certain maintenance and custodial staff positions.

ARTICLE 9 – WORKDAY – WORKWEEK AND OVERTIME (CONTINUED)

These positions, if created, will be initially established as new positions. They will be posted for staff to choose. If no staff requests these positions, then the District will hire for such assignment(s).

9.11 Snow Days / Recess Periods – Reduced Time Off from Work

With respect to the work schedule of the bargaining unit members, the District shall have the sole management right to provide reduced time off from work during the recess periods or snow days. Any such reduced time off from work is to be determined solely by the district, shall be non-precedent setting, and shall not establish any past practice.

9.12 Superintendent’s Conference – Snow and Exam Days

Certain groups of personnel, based on their position and on the needs of the District, may not be required to work during Superintendent’s Conference Days, snow days, and examination days, etc.

ARTICLE 10 – WORK CLOTHES, EQUIPMENT AND USE OF PERSONAL VEHICLE

10.1 Safety Clothes and Equipment

All personnel will utilize safety clothes and equipment appropriate to their respective jobs.

10.2 Food Service Personnel – Work Clothing

The Food Service Personnel will be provided with five (5) shirts and five (5) aprons for each school year. An annual allowance of \$100 will be provided for the purchase of shoes and pants. Reimbursements will be made upon submission of a receipt.

10.3 Bus Mechanics – Building Maintenance Mechanics – All Custodians Rental Uniforms

Full-time personnel in the following work categories will be furnished three (3) rental uniforms, and three (3) rental jackets per week: Bus Mechanics, Building Maintenance Mechanics, Senior Custodians, Head Custodians, Custodians, and Cleaners. These uniforms may be worn only while working under District jurisdiction, and to and from the employee’s workplace.

ARTICLE 10 – WORK CLOTHES, EQUIPMENT AND USE OF PERSONAL VEHICLE (CONTINUED)

The style, color, and other characteristics of uniforms and jackets will be mutually determined by the District and CSEA.

10.4 Maintenance Department Employees and Bus Mechanic Shoe Allowance

All employees who work in the Maintenance Department and Bus Mechanics shall be eligible for a shoe allowance of \$150 annually. The employee must submit a receipt for reimbursement to the school business official.

10.5 Use of Personal Vehicle

Bargaining Unit employees who are requested to use their personal vehicle for District business will be reimbursed for the mileage actually traveled, at the current rate established by the Board of Education.

ARTICLE 11 – BUS DRIVERS - ACTIVITY TRIPS - TRAINING - TESTING

11.1 Extra-Curricular Activity Trips

Activity trips will be posted one (1) week in advance of the trip whenever possible. A sign-up sheet will be provided for those drivers electing to drive the activity trip.

Assignment of Bus Drivers to activity trips will be made by the Bus Dispatcher on a rotating seniority basis. If a bus driver does not sign-up, or does not drive a trip, the driver will forfeit a turn.

A back-up, sign-up sheet will also be provided, on which the Union agrees to provide a list of a minimum of three drivers. In case an adequate number of drivers do not sign-up in (11.1) above, or in case a driver signed-up in (11.1) is unable to drive the activity trip, drivers on the back-up list will drive the trip.

Activity trips that are made during the time scheduled for regular bus runs, will be assigned to substitute bus drivers.

If a substitute bus driver is not available to accept an activity trip assignment, part of which is during the time of a regular bus run, a regular bus driver who has a regular run may then be used, on a seniority basis, for the activity trip.

Bus Drivers hired on or after July 1, 1989 may be assigned the driving of activity trips by the Director of Transportation or Transportation Supervisor, if an adequate number of drivers do not sign-up for the trips.

ARTICLE 11 – BUS DRIVERS - ACTIVITY TRIPS - TRAINING – TESTING (CONTINUED)

11.2 Bus Driver Pay for Trips Outside the Regular Run

All trips (whether it be incidental, field, athletic, no show, etc.) shall be paid at least a one (1) hour minimum.

11.3 Bus Driver and Bus Monitor – Rate of Pay for Training and Testing

Bus Drivers and Bus Monitors shall be paid at the following rate for training sessions, drug and alcohol testing, physical performance tests, instruction in AED/CPR, physicals, and all other required training. Bus Drivers will receive a minimum of one (1) hour of pay.

2013-14 -- \$11.60	2015-16 -- \$12.13
2014-15 -- \$11.89	2016-17 -- \$12.37

11.4 Bus Driver – Compensation for “Extra” Driving

Bus Drivers, when not driving a regularly assigned daily route, shall be compensated at the rates set forth below for all “extra” driving, including field, athletic, Leonard bus runs, incidental runs, or any other delivery/pick up of buses. This also includes pay for field and athletic trips when a coach and/or teacher accompanies the students on the bus.

Effective July 1, 2013 – \$16.83 per hour
Effective July 1, 2014 – \$17.25 per hour
Effective July 1, 2015 – \$17.60 per hour
Effective July 1, 2016 -- \$17.95 per hour

11.5 Bus Driver Mid Day Trips or Runs

A Bus Driver’s regular hourly rate of pay will be applied to any and all other mid-day trips or runs; i.e., trips/runs to BOCES, trips/runs involving Schools for Young Scholars Program, daily detention, and available runs when no substitute is available, and any trip/run where there is no teacher or chaperone.

11.6 Equalization of Bus Routes

The District will equalize all bus routes to the extent possible to attain bus routes of five (5) hours/day. The Union will assist in the equalization of routes.

Near the beginning of each school year, the actual average time of each bus route will be established to the nearest fifteen (15) minutes.

ARTICLE 11 – BUS DRIVERS - ACTIVITY TRIPS - TRAINING – TESTING (CONTINUED)

11.7 Bus Drivers and Bus Monitors -- Minimum Time per Route

The annual salary of individual Bus Drivers and Bus Monitors will be determined on the basis of the actual average time required for their particular route, as established above. The minimum time for any route will be considered as five (5) hours, on which the base salary rate is established.

During the school year, the established time may be adjusted if the Bus Route changes significantly; or if the Bus Driver, or the District believes the established time of the Bus Route is inaccurate. Salaries will be adjusted accordingly.

11.8 Extra Pay for Driving Time – Extenuating Circumstances

Extra time spent driving a route, over and above the established time for the route, as a result of unusual circumstances due to traffic accidents, snow storms, mandatory rerouting, etc., will be paid for. Salaries will not be adjusted for normal daily variations in the route time.

11.9 Bus Route Schedules Conflicting with the Stillwater CSD School Calendar

Drivers of certain routes; i.e., routes to other schools that are open when the Stillwater School is closed, may have more working days than the regular Stillwater School Drivers. Drivers will be paid a prorated amount based on their normal annual salary for driving more than 185 days.

ARTICLE 12 – VACATION

12.1 Vacation - 12 Month Employees

Full-time employees working on a twelve (12) month basis will be granted vacation time depending on their years of service to the District, as shown below:

All vacations will be earned as of July 1 of each year.

12.2 Earning of Vacation – First Year Employees

- a) The District agrees to allow use of vacation leave in the first year of employment, on a pro-rated basis for service less than a full year, with agreement that if the person leaves before “earning” the days used, they will be deducted from the employee’s final paycheck.

ARTICLE 12 – VACATION (CONTINUED)

- b) During an employee’s first year of employment, (s)he shall be entitled to the following vacation leave:

Month of appointment to a permanent position	Prorated vacation earned in the first year of appointment.
July, August -----	5 days (.42days per month)
September, October -----	4 days (.33 days per month)
November, December, January ---	3 days (.25 days per month)
February, March -----	2 days (.17 days per month)
April, May -----	1 day (.083 days per month)
June -----	0 day

Should an employee separate from employment prior to “earning” vacation days used (based upon the monthly accruals above), then (s)he shall repay the District for such days as a deduction from the employee’s final paycheck.

- c). Effective on the ratification of this agreement, a member of the bargaining unit who has moved or moves in the future, from one full-time job to another, shall be credited with their years of service in prior title for purposes of vacation leave, in accordance with the following:

- (i) Moving from one twelve (12) month position to a twelve (12) month position, all prior service will count.
- (ii) Moving from a full-time (6.5 hours – 5 days per week) ten (10) month position to a twelve (12) month position:

Pro-rate prior service to equal years of service (only full years will count).

For example, a person employed five (5) years as a full-time ten (10) month employee moving to a twelve (12) month position, would be granted four (4) years credit for purposes of vacation leave.

$$10 \text{ months} \times 5 \text{ years} = 50 \text{ months} / 12 = 4.16 = 4 \text{ years}$$

A person employed ten (10) years as a full-time ten (10) month employee moving to a twelve (12) month position, would be granted eight (8) years credit for purposes of vacation leave.

$$10 \text{ months} \times 10 \text{ years} = 100 \text{ months} / 12 = 8.33 = 8 \text{ years}$$

12.3 Earning of Vacation – After First Year of Employment:

Note: For the purpose of this Section, the year of appointment shall be considered the first (1st) year of service, regardless of the month of appointment.

ARTICLE 12 – VACATION (CONTINUED)

Beginning of Fiscal Year following the year of appointment	Weeks of earned vacation as of July 1
2 nd Year of Service	1 Week
3 rd Year of Service	2 Weeks
8 th Year of Service	3 Weeks
14 th Year of Service	4 Weeks

12.4 Vacation Scheduling

Employees shall make their request for their summer vacation to the Administration between March 1 and May 1 of each school year. Requests for vacation at other than the summer recess period should be made as soon as possible (see paragraph 4 below).

If conflicts occur in vacation scheduling, preference for the first two weeks, or one week if appropriate, of each employee's vacation will be determined on a District seniority basis.

For employees with greater amounts of earned vacation than two (2) weeks, preference for the amount over two weeks will also be determined on a District seniority basis, after scheduling of the first two weeks (or 1 week if appropriate) of vacation for all employees has been resolved.

The normal vacation period is considered to be between the closing of school in June, and two weeks prior to the opening of school in September. The use of part of an employee's earned vacation at other times may be considered, or may be recommended by the Administration.

Scheduling of vacation time will be done mutually between the employee and the Administration.

Allotted vacation time must be used during the year that an employee becomes eligible for that vacation. Unused vacation may not be carried over from one year to the next, unless prior approval is given by the Superintendent.

ARTICLE 13 - HOLIDAYS

13.1 Holidays – 12 Month Employees

Employees working on a twelve (12) month basis will receive thirteen (13) paid holidays per year, which traditionally are as follows:

ARTICLE 13 – HOLIDAYS (CONTINUED)

Independence Day
Columbus Day
Thanksgiving Day
***Christmas Eve**
New Year's Day
President's Day
Memorial Day

Labor Day
Veterans Day
***Day After Thanksgiving**
Christmas Day
Martin Luther King, Jr. Day
***Good Friday**

*If School is **NOT** in session on the **Day after Thanksgiving, Christmas Eve,** and/or **Good Friday**, these holidays will be paid to all full-time 12-month employees.

The particular day of a holiday observance will be listed on the school calendar.

13.2 Holiday Observance During an Employee's Vacation

If the date of the holiday observance occurs during an employee's vacation, the employee will receive an additional day off. Scheduling of this day will be done mutually by the employee and the Administration.

ARTICLE 14 - LEAVES OF ABSENCE

14.1 General Rules

Bargaining Unit employees may be absent from work, with or without loss of salary in accordance with the rules set forth below.

In the following sections, unless otherwise specified, allotted days for an employee's absence without loss of salary are based on permanent employment. Substitute employees will not be credited with any earned leave.

When an employee has accumulated leaves in one job category, and then moves to another job having a different number of hours in the regular workday, the accumulated leave will be converted to hours based on the original job, and then reconverted to days based on the hours of work in the latter job.

Permanent employees appointed prior to July 1, 1996, who work less than a full year, will earn sick leave, and personal business leave on a prorated basis.

14.2 Bereavement Leave

Bereavement leave will be granted when a death occurs in the employee's family. This leave must be immediately associated with the time of death of the person for whom the leave is taken, and may be used as follows for each occurrence:

ARTICLE 14 - LEAVES OF ABSENCE (CONTINUED)

Maximum of five (5) days – spouse, children and step children.

Maximum of three (3) days – mother, father, sister, brother, mother-in-law, father-in-law and step family members of the same relation.

One (1) day to attend the funeral of a grandparent, aunt, uncle, niece or nephew.

In situations not listed above, or for exceptions, requests for leave shall be made to the Superintendent for a decision.

14.3 Jury Duty/Subpoenaed Witness

If an employee is required to serve on jury duty, or is subpoenaed to appear as a witness in a legal proceeding not initiated by the employee, his/her immediate family, or the CSEA Unit, the employee will receive his/her regular pay for the period of time actually required to be in court. In addition, reasonable travel time will be allowed. Any monies received for the court appearance will be turned over to the District.

14.4 Maternity Leave

An unpaid leave of absence of up to two (2) years will be granted to permanent employees for the purpose of childbearing.

An employee desiring maternity leave must make a written request to the Board of Education with a copy to the Superintendent, requesting such leave at least five (5) months prior to the expected date of birth. A physician's statement must accompany the request for leave, certifying the necessity of the maternity leave.

The employee may continue in active employment during her pregnancy as long as she is able to satisfactorily perform her job duties, and she has presented satisfactory evidence that a physician has determined her medical fitness for continuing her job duties. The physician must stipulate the period of time the employee may continue in active employment.

If a medical disability occurs as a result of an existing pregnancy while the employee is actively employed, the employee may use sick leave during the period of medical disability, if the employee furnishes the district with a physician's statement attesting to that fact. In such cases, examination by the school physician may be required.

Credit for seniority, advancement of salary, or other benefits will not be accrued during an unpaid maternity leave.

Following an approved leave of absence for childbearing, the employee will be re-employed by the District in a job similar to the one held prior to leaving, provided the employee returns within the stipulated time period.

ARTICLE 14 - LEAVES OF ABSENCE (CONTINUED)

Upon re-employment, the employee will be credited with accumulated sick leave and seniority held at the time the leave began.

ARTICLE 15 - SICK LEAVE

15.1 Sick Leave Allowance - Personnel permanently appointed prior to July 1, 1996

Employees permanently appointed prior to July 1, 1996, by the B.O.E. will be granted sick leave as follows:

Full-time, twelve month employees	16 days/year
Full-time, ten month employees	14 days/year
Part-time, twelve month employees	11 days/year
Part-time, ten month employees	9 days/year

15.2 Sick Leave Allowance - Personnel permanently appointed on or after July 1, 1996

Employees who have been permanently appointed on or after July 1, 1996, by the B.O.E., to a regularly established position of eight (8) hours per day (exclusive of lunch), five (5) days a week, for a ten or twelve month work year; or Bus Drivers who are permanently appointed to a regularly established position of five (5) or more hours per day, five (5) days a week, for a ten (10) or twelve (12) month work year, and who have been employed for a full school year will be granted sick leave as follows:

12 Month, 7.5 hr/day School Secretary and Senior Secretary – 12 days/year

12 Month, 8 hr/day employees & 12 Month, 5 hr/day Bus Drivers - 12 days/year.

10 Month, 8 hr/day employees & 10 Month, 5 hr/day Bus Drivers - 10 days/year.

15.3 Sick Leave Allowance – Those appointed on or after July 1, 2008

12 Month – 7 ½ Hour School Secretary and Senior Secretary
12 sick days per year

10 Month – 6 Hour Day Employees – 5 sick days per year

10 Month – 5 Hour Day Employees (including Bus Monitor) –
5 sick days per year

ARTICLE 15 - SICK LEAVE (CONTINUED)

15.4 First Year Allowance

Permanently appointed (on or after July 1, 1996), full-time eligible employees will earn sick leave during their first year of employment at the rate of one day per month of service, up to a total of ten (10) days.

15.5 Sick Leave Accumulation

Unused sick leave days may be accumulated on an unlimited basis for those employees permanently appointed prior to July 1, 1996.

Unused sick leave days may be accumulated to a maximum of 200 days for those employees permanently appointed on or after July 1, 1996.

15.6 Use of Sick Leave

Sick leave days may be used for personal sickness or injury of the employee, at home, in the hospital, or under the care of a physician while residing at home.

A doctor's certificate may be required for sick leave absences of more than three (3) days. For sick leave absences of less than three (3) days, a doctor's certificate may be required if the employee has been told of that requirement prior to the date of the absence.

15.7 Family Sickness:

Employees may use one-half of their annual allotted personal sick leave, when sickness occurs in the immediate household family, and such sickness requires the employee to be at home to care for the family member.

In situations involving immediate family members not living in the household of the employee, requests for leave shall be made to the Superintendent, or his representative, for a decision.

15.8 Sick Leave Notification

Employees shall notify their immediate supervisor of personal sickness, or of family sickness, at least twelve (12) hours before the employee's normal starting time, except in emergency situations.

15.9 Sick Leave Bonus

Permanent employees appointed prior to July 1, 1996, who have not used any sick leave, and have not used more than three (3) personal business leave days during their normal work year, will receive an additional ten (10) days added to their accumulated sick leave, at the end of the fiscal year.

ARTICLE 15 - SICK LEAVE (CONTINUED)

Employees appointed on or after July 1, 1996 are not eligible for the Sick Leave Bonus.

ARTICLE 16 - PERSONAL LEAVE

16.1 Personal Business Leave Rules

Personal business leave days may be used for the purpose of conducting personal business of the employee that cannot be conducted at a time other than the regular school day.

Personal business leave may not be taken immediately prior to, or immediately following a vacation, holiday, or recess period, unless approved by the Superintendent.

Personal business leave may not be used for gainful employment except with the express permission of the Board of Education.

16.2 Personal Leave – Supervisory Notification

Employees requesting personal business leave shall notify their immediate supervisor two (2) days in advance except in emergency situations, and indicate the purpose of the leave is in accordance with this Article.

Exceptions to the above provision of Personal Business Leave will be made at the discretion of the Superintendent.

16.3 Unused Personal Leave Time

Unused personal business leave will be added to an employee's accumulated sick leave at the end of each school year.

16.4 Allowance – Personnel Permanently Appointed prior to July 1, 1996

Full and part-time, ten and twelve month, permanent employees appointed by the Board of Education prior to July 1, 1996 will be granted five (5) personal business leave days each school year for the purpose of conducting personal business of the employee that cannot be conducted at a time other than the regular school day.

16.5 Allowance – Personnel Permanently Appointed on or after July 1, 1996

Full-time employees who have been permanently appointed on or after July 1, 1996 by the Board of Education to a regularly established position of eight (8) hours per day (exclusive of lunch), five (5) days a week, for a ten or twelve month work year; or Bus Drivers who are permanently appointed to a regularly

ARTICLE 16 - PERSONAL LEAVE (CONTINUED)

established position of five (5) or more hours per day, five (5) days a week, for a ten or twelve month work year, and who have been employed for a full school year will be granted three (3) days of Personal Business Leave.

Full-time, 12 month – 7 ½ hour per day School Secretary and Sr. School Secretary shall earn five (5) personal leave days per year.

16.6 Allowance – First Year Employees Appointed on or after July 1, 1996

Newly appointed employees, hired on or after July 1, 1996, who are eligible employees, will earn up to a maximum of three (3) days of personal business leave during their first year of employment at the rate of one day for every three (3) months of service, starting with the first month of employment.

16.7 Personal Leave Allowance - Those appointed on or after July 1, 2008

12 Month – 7 ½ Hour Senior Secretary and School Secretary - 5 PL days per year
10 Month – 6 Hour Day Employees – 1 PL day per year
10 Month – 5 Hour Day Employees (including Bus Monitor) - 1 PL day per year

ARTICLE 17 –INSURANCE BENEFITS

17.1 Health Insurance – Plans for Eligible Employees

All District eligible employees and retirees shall be offered the Blue Cross/Blue Shield PPO, MVP Plan “A” or “B” or CDPHP Plan “A” or “B”.

Effective July 1, 2013, the District will also offer the CDPHP (HMO) Plan (currently \$30/\$50) and a High Deductible PPO - HRA plan to the options listed above. It is agreed to by the parties that, for the purpose of determining the “base plan” the CDPHP HMO Plan and High Deductible PPO - HRA Plan [with the District funding \$1,500 annually] (as defined in 17.4) will not be the “designated plan” used to determine premium rates for employees covered under Article 17.1, 17.2 and 17.3.

If there is a change in the carrier or plans available, provided the plan is in addition to existing plans or, if in place of a plan, the new plan shall be comparable to the existing plan being abolished.

The employee contribution will be on a “pretax” basis. (See Article 7.6).

The District will provide health insurance to full-time employees who have been permanently appointed by the Board of Education to a regularly established position of eight (8) or seven and one-half (7 ½) hours per day (exclusive of lunch), five (5) days a week, for a ten or twelve month work year; or Bus Drivers

ARTICLE 17 –INSURANCE BENEFITS (CONTINUED)

who are permanently appointed to a regularly established position of five (5) or more hours per day, five (5) days a week, for a ten or twelve month work year.

17.2 Health Insurance – Employees hired on or after July 1, 2008

Effective upon ratification of the agreement, District eligible employees hired on or after July 1, 2008 will contribute 15% of the premium costs for health insurance. In addition to the 15% premium contribution, the employee shall also pay the difference between their selected plan (if so chosen) and the lowest cost premiums of the employee's designated health insurance plan.

17.3 Health Insurance – Employees hired on or before June 30, 2008

Effective upon ratification of the agreement, District eligible employees hired on or before June 30, 2008 will contribute 5% of the premium costs for health insurance.

Except as provided for in the paragraph below, in addition to the 5% premium contribution, the employee shall also pay the difference between their selected plan (if so chosen) and the lowest cost premiums of the employee's designated health insurance plan.

Employees who had a plan designated on or before June 30, 2008 will not have to pay the difference between their plan and the District's designated lowest cost plan. However, if the employee changes plans after July 1, 2008 and it is not the District's designated plan, then the employee would have to pay the difference between the two plans.

This provision includes the five (5) clerical – 7 ½ hour and three (3) - 8 hour custodial positions who are eligible to participate in the health insurance benefit.

Employees hired on or before June 30, 2008 who are eligible for health insurance but had declined to take it would have to participate in the District's designated plan or pay the difference in premium if the plan chosen has a higher cost.

The gross salary to be used in this computation will be the employee's contract salary on July 1 of each fiscal year and will not include any extra pay such as for overtime, extra bus runs, etc.

17.4 Affordable Health Care Act – Those Working 30 or More Hours Per Week

On the date that the District is required by Law to provide health insurance for all new and current employees who are not eligible for insurance per Article 17.1, 17.2 and 17.3 (those employees who do not work 8 or 7 ½ hours per day or are bus drivers), but who will be eligible for coverage due to the Affordable Health Care Act (work at least thirty (30) hours per week), the following will be available:

ARTICLE 17 –INSURANCE BENEFITS (CONTINUED)

1. Health care under the CDPHP HMO (currently \$30/\$50 plan) and a High Deductible HRA PPO plan. The District will contribute \$1,500 annually to the HRA.
2. Contribution by such employees shall be 15% for individual coverage, 20% for 2-person coverage, and 25% for family coverage.
3. Such employees shall not be eligible for a buyout of coverage.
4. It is understood by the parties that the least costly of the two (2) plans (CDPHP HMO or a High Deductible HRA PPO) will be the “base plan” for all new employees, and for current employees who are not eligible for insurance per Article 17.1, 17.2, 17.3 and 17.4 (those who are not employed full time in a 8 or 7 ½ hours or are bus drivers), but who will be eligible for health insurance coverage due to the Affordable Health Care Act (work at least thirty (30) hours per week. In calculating cost of these plans for purposes of determining the least costly plan, the \$1,500 District contribution to the High Deductible plan shall be included.

17.5 Health Insurance Buyout

The District will make the health insurance buyout available to all current and future health insurance subscribers who are otherwise eligible for health insurance coverage per Article 17.1, 17.2 and 17.3 (excluding School Nurse – See last paragraph). The buyout will be \$2,500.00 annually, payable at the end of the District’s fiscal year (June). This agreement will preclude a husband/wife who both work for the District and receive health insurance from receiving the buyout. Employees eligible for health care under 17.4 shall not be eligible for the health insurance buyout.

Eligible employees who elect to receive the buyout must show proof of health insurance coverage and shall have the opportunity to come back in to any insurance plan that was available to employees at the time of their hire, provided it is still available at the time of re-entry, but at the rate which applies to that member at the time of re-entry, in accordance with the rate in effect for other members who were hired at the same time. Such buyout payment shall be made in a separate check no later than June 30th of each school year.

School Nurse -The School Nurse may choose health insurance benefits or a \$5,000 annual health insurance buyout.

17.6 Dental Plan -- Personnel permanently appointed prior to July 1, 1996

The District will continue to provide eligible personnel, who have been permanently appointed prior to July 1, 1996, with the Blue Cross/Blue Shield Dental Plan containing Rider “A” under the 80/20 co-pay agreement. The District,

ARTICLE 17 –INSURANCE BENEFITS (CONTINUED)

at its option, may elect to provide an alternate, equivalent dental plan to the one now in effect.

The District will pay the full premium cost of the individual plan for the employee, and seventy-five (75%) of the premium cost for the family portion of the plan.

The employee contribution will be on a “pretax” basis.

As an alternative to the above Dental Plan, if the CSEA Bargaining Unit elects to do so, the District will, commencing at the beginning of a contract period, provide eligible employees with the CSEA Dental plan if the maximum cost of the individual and/or the family premiums do not exceed the cost of the Blue Cross/Blue Shield Dental Plan premiums, at any time during the contract period.

Dental Plan premiums will not be paid by the District if: (1) the individual employee is covered under another dental plan; (2) members of the employee’s family are covered under another dental plan.

Employees must certify to the above at the beginning of each work year. If violations are discovered, the employee will repay the cost of the premiums to the District for the period of double coverage.

17.7 Dental Plan - Personnel permanently appointed on or after July 1, 1996

The District’s Dental Plan will be available to any employee appointed by the Board of Education after July 1, 1996, with the full cost paid by the employee.

17.8 CSEA Employee Benefit Fund – Solstice Vision and Dental Plan

Effective July 1, 2013, the Employer shall permit participation in a designated CSEA Employee Benefit Fund Solstice Vision and/or Dental Plan(s) for all bargaining unit members and their dependents (family coverage) and guests at the participant’s expense through payroll deduction and on a pre-tax basis, as permissible under Law.

Employees participating prior to their retirement date may elect to continue participation in the Employee Benefit Fund’s (EBF) Solstice Vision and/or Dental Plan(s) coverage into retirement at their own expense payable directly to the CSEA Employee Benefit Fund and as such, the District will have no involvement in the implementation or payments to the EBF.

ARTICLE 18 – RETIREE HEALTH INSURANCE AND DEATH BENEFIT

18.1 Retirement Plan

The District will provide N.Y.S. Retirement Plan 75i for eligible Tier I and Tier II, full-time employees, beginning in the 1990-1991 school year. Tier III and Tier IV employees will be provided a retirement plan in accordance with the law.

18.2 Death Benefit

The District will provide full-time employees with the death benefit provisions of N.Y.S. Plan 60b.

18.3 Retirement - Health Plan

Effective July 1, 2002, full-time employees who retire from the District at the age of 55 or older with 15 years or more of full-time equivalent service, and who are not covered by another hospitalization/medical insurance plan, which is equal or better, will be provided hospitalization/medical insurance for the individual retired employee and his/her eligible dependent family members in accordance with the following rules. Dental Insurance will not be provided at district cost.

Upon retirement, the District will pay 80% of the premium cost for the eligible retired employee, and 50% of the premium cost for the eligible dependent family members.

18.4 Retirement – Unused Sick Leave Credit

At the time of retirement, the District will credit each employee with the total amount of unused, accumulated sick leave they have earned. The amount of money calculated by multiplying the total number of accumulated days by the factor shown below, will be used by the District to pay the employee's share of premium cost after retirement, until the credit has been depleted. Thereafter, the retiree must pay his/her share of the premium cost prior to the premium due date.

<u>Regular Work Day at the Time of Retirement</u>	<u>Factor</u>
7 - 8 hours -----	\$70.00
4 – 6.9 hours -----	\$45.00
3 – 3.9 hours -----	\$30.00

Effective with those employees retiring on or after July 1, 1989, when the employee becomes eligible for Medicare coverage, the premium payment by the District will be reduced proportionally. The District will not compensate retirees for Medicare Insurance costs.

18.5 Retiree Notification of intent to retire – Due February 1st

Notification of the intent to retire must be made to the Superintendent, in writing, by February 1, of the school year preceding the school year in which the

ARTICLE 18 – RETIREE HEALTH INSURANCE AND DEATH BENEFIT **(CONTINUED)**

retirement is to occur.

18.6 Retirement Cash Plan

Those employees enrolled in the Health Plan at the time of retirement may choose between the retirement Health Plan and the retirement Cash Plan.

Those employees not enrolled in the Health Plan at the time of retirement will be paid a lump sum, cash payment based on unused sick leave.

The amount of the lump sum payment shall be sixty-five percent (65%) of the amount calculated in Section 18.4 above, limited to a maximum of one hundred twenty-five (125) accumulated sick leave days.

18.7 Retirement Health Insurance - Notification Requirement to District

Employees desiring to continue insurance coverage after retirement must provide the District with written notice to that effect, a minimum of ninety (90) days prior to the date of retirement.

18.8 Retirement Health Insurance – Annual Notification

During the period of time when the District is paying the full premium cost through the unused sick leave credit clause, annual notification to the District must be made that the coverage is to remain in effect. Failure to provide such notice annually shall be considered by the District that the insurance is no longer needed or desired.

If such notice is not received by the District, a certified letter will be sent by the District to the last known address of the retiree, requesting the status of the insurance need. If the District does not receive a positive response within fifteen (15) calendar days of receipt by the retiree, or within fifteen (15) days of inability to deliver the letter by the postal service, the District will terminate the insurance coverage.

18.9 Retiree Share of Premiums

When a retiree is paying part of the premium costs, regular receipt of the retiree's share shall be considered by the District that the coverage is to remain in effect.

If the District does not receive the retiree's share of the premium cost prior to the due date, the District shall assume the insurance coverage is no longer needed or desired, and it will be terminated.

ARTICLE 18 – RETIREE HEALTH INSURANCE AND DEATH BENEFIT **(CONTINUED)**

18.10 Death of Retiree

Upon the death of a retiree covered under the provisions of this Article, if the retiree's spouse (and eligible family members) is not covered by another hospitalization/medical plan that is equal or better, the spouse may continue insurance coverage by making a written request to the Superintendent and paying the full premium cost prior to the due date.

ARTICLE 19 – COMPENSATION

19.1 Salaries

Starting salaries shall not be increased for the full-term of this Agreement. Salaries of employees shall be increased by the following percentages in the following years:

2013-14 year: Increase salary schedule and employee salaries by 3.00%, effective July 1, 2013.

2014-15 year: Increase salary schedule and employee salaries by 2.5%, effective July 1, 2014.

2015-16 year: Increase salary schedule and employee salaries by 2.0%, effective July 1, 2015.

2016-17 year: increase salary schedule and employee salaries by 2.0%, effective July 1, 2016.

19.2 Anniversary Dates

For the purpose of salary rate calculations only, an employee's anniversary date will be established as follows:

- a. Employees appointed to a permanent position between July 1 and January 31 of a fiscal year will have an effective starting day of July 1 of that work year.
- b. Employees appointed to a permanent position between February 1 and June 30 of a fiscal year will have an effective starting date of July 1 of the following work year.

19.3 Longevity

Employees' salaries will be increased at the beginning of their 11th, 16th, 21st,

ARTICLE 19 – COMPENSATION (CONTINUED)

26th, 30th, and 35th year of service in the District, by an amount equal to six percent (6%) of the base starting salary of their current job classification. (See Appendix A.).

Employees appointed to a part-time position for the entire ten (10) month school year, or for the twelve (12) month work year, will be given a year of service credit for the purpose of longevity calculations.

19.4 Shift Differential

Employees assigned to a twelve (12) month, eight (8) hour, night shift position commencing at 2:30 PM or later, will be paid an annual night shift premium of \$799. The night shift premium will be prorated in situations other than the above.

19.5 Compensation – Non- District Sponsored Functions

District employees will be paid at the rate of \$10.32 per hour effective July 1, 2013 or their actual hourly rate of pay, whichever is greater, when requested to work at non-District sponsored functions that are held at times other than the normal work day. Assignments for non-District sponsored functions will be made on a rotating basis governed by the seniority list of the Custodial and/or the Food Service Staff, as appropriate.

19.6 Substitute Personnel – Rate of Pay

Compensation for Substitute Personnel will be determined by the Board of Education and the Superintendent, but shall not exceed the rate paid to a regularly employed individual in the same job category, unless such substitute salary is paid to a skilled tradesperson by experience or professional license, including but not limited to plumbers, carpenters, painters, tapers, masons, roofers, carpet installers, in which case the rate may exceed such limit.

19.7 Employees Working in Two Different Job Titles

Employees working in other than their regular positions for one day or longer, will be paid at their current rate, plus the differential between the base rates of the two positions, if both positions are within the Bargaining Unit.

19.8 Automotive Mechanic/Supervisor Stipend

The position of Automotive Mechanic/Supervisor shall have a stipend of \$2,500.00 added to their salary.

ARTICLE 19 – COMPENSATION (CONTINUED)

19.9 Employee Training - (Excluding Bus Drivers)

All employees, other than Bus Drivers, shall be paid for all mandated educational programs, attended outside of their regular workday, at their regular hourly rate of pay.

ARTICLE 20 – GENERAL

20.1 Statutory Requirement

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

THIS AGREEMENT SHALL BECOME EFFECTIVE FOR THE TIME PERIOD SPECIFIED HEREIN IMMEDIATELY FOLLOWING APPROPRIATE ACTION BY THE PARTIES AT WHICH TIME REPRESENTATIVES THEREOF SHALL AFFIX THEIR SIGNATURE.

20.2 Separability

Should any part of this Agreement, or any provision contained herein, be rendered or declared invalid by reason of any existing or subsequently enacted legislation, or by a court of competent jurisdiction, such invalidation shall effect only that part or provision so involved, and all other parts and provisions of this Agreement shall remain in full force and effect.

If the above should occur, the Parties may, by mutual consent, consider alternates for any part or provision declared invalid.

20.3 Scope of Agreement

The Parties have negotiated fully with respect to terms and conditions of employment, and this instrument constitutes the full and complete agreement between the Superintendent and the local CSEA Unit. It concludes all collective bargaining during its duration, and terminates all prior agreements and understandings. This Agreement shall supersede any rules, policies or regulations of the District that are contrary or inconsistent with its terms, and it may be amended, altered or modified only by mutual consent of the parties.

The Parties agree that by mutual consent they will consult on matters not contained in this Agreement, but which are determined to be terms and conditions of employment.

ARTICLE 20 – GENERAL (CONTINUED)

20.4 Board Authority

The Board hereby retains and reserves unto itself all rights, powers, authority, duties and responsibilities conferred upon it and vested in it by law and regulation, except as limited by the expressed terms of this Agreement.

ARTICLE 21 – DURATION OF AGREEMENT

This Agreement shall be in full force and effect from July 1, 2013 through and including June 30, 2017, and shall have not retroactive provisions except as provided for herein. This Agreement shall have no continuing effect beyond June 30, 2017, except as provided for by law.

IN WITNESS THEREOF, the parties hereto have caused this Agreement to be implemented by the signing of their respective representatives this _____ day of _____ 2013.

CSEA Unit President

Date

Superintendent, SCSD

Date

CSEA Labor Relations Specialist

Date

APPENDIX A

HIRING RATE JULY 1, 2013 - JUNE 30, 2017	ANNUAL DAYS	ANNUAL HOURS	APPROX. WORK HRS PER DAY	HOURLY RATE	2012-13 BASE SALARY	LONGEVITY
SENIOR AUTOMOTIVE MECHANIC	260	2080	8	\$18.30	\$38,064.20	\$ 2,283.85
AUTOMOTIVE MECHANIC	260	2080	8	\$17.44	\$36,292.76	\$ 2,177.57
BUS DRIVER	185	925	5	\$17.33	\$16,025.75	\$ 961.55
HEAD CUSTODIAN	260	2080	8	\$16.08	\$33,455.52	\$ 2,007.33
SENIOR CUSTODIAN	260	2080	8	\$15.39	\$32,012.57	\$ 1,920.75
CUSTODIAN	260	2080	8	\$13.20	\$27,457.42	\$ 1,647.45
CLEANER	260	2080	8	\$12.64	\$26,293.09	\$ 1,577.59
BUILDING MAINTENANCE MECHANIC	260	2080	8	\$15.51	\$32,265.63	\$ 1,935.94
BUILDING MAINTENANCE WORKER	260	2080	8	\$14.28	\$29,709.45	\$ 1,782.57
SENIOR SCHOOL SECRETARY	260	1950	7.5	\$16.85	\$32,859.36	\$ 1,971.56
SCHOOL SECRETARY - 10 MONTH	185	1387.5	7.5	\$12.76	\$17,708.38	\$ 1,062.50
SCHOOL SECRETARY - 12 MONTH	260	1950	7.5	\$12.76	\$24,887.85	\$ 1,493.27
TYPIST	185	1387.5	7.5	\$12.36	\$17,151.16	\$ 1,029.07
COOK	185	1295	7	\$11.64	\$15,077.98	\$ 904.68
SCHOOL LUNCH CASHIER	185	647.5	3.5	\$11.31	\$7,326.68	\$ 439.60
F.S. HELPER	185	925	5	\$11.31	\$10,466.26	\$ 627.98
F.S. HELPER	185	647.5	3.5	\$11.31	\$7,326.68	\$ 439.60
SCHOOL NURSE*	185	1480	8	\$18.39	\$27,221.39	\$ 1,633.28
SCHOOL AIDE	185	1202.5	6.5	\$12.32	\$14,820.05	\$ 889.20
1:1 AIDE - STUDENT W/SPEC. NEEDS	185	1202.5	6.5	\$12.81	\$15,405.26	\$ 924.32
SCHOOL AIDE - 12 MONTH (COMPUTER LAB)	260	1950	7.5	\$12.32	\$24,021.29	\$ 1,441.28
TEACHER AIDE	185	1202.5	6.5	\$12.32	\$14,820.05	\$ 889.20
ADMINISTRATIVE SCHOOL AIDE (10 months)	185	1202.5	6.5	\$12.32	\$14,820.05	\$ 889.20
ADMINISTRATIVE SCHOOL AIDE (12 months)	260	1950	7.5	\$12.32	\$24,024.00	\$ 1,441.44
BUS MONITOR	185	925	5	\$12.32	\$11,400.04	\$ 684.00

Note: Some positions require different hours/day than shown above.

In such cases, the employee's annual salary will be calculated based on the hourly rate shown for the particular job position.

ARTICLE 21 – DURATION OF AGREEMENT

This Agreement shall be in full force and effect from July 1, 2013 through and including June 30, 2017, and shall have not retroactive provisions except as provided for herein. This Agreement shall have no continuing effect beyond June 30, 2017, except as provided for by law.

IN WITNESS THEREOF, the parties hereto have caused this Agreement to be implemented by the signing of their respective representatives this 25th day of March 2013.

Judy Russell
CSEA Unit President

3/25/14
Date

Stanley Mayzels
Superintendent, SCSD

3-25-14
Date

Kendra Meyer
CSEA Labor Relations Specialist

3-25-14
Date