Cornell University
ILR School

NYS PERB Contract Collection – Metadata Header

This contract is provided by the Martin P. Catherwood Library, ILR School, Cornell University. The information provided is for noncommercial educational use only.

Some variations from the original paper document may have occurred during the digitization process, and some appendices or tables may be absent. Subsequent changes, revisions, and corrections may apply to this document.

For more information about the PERB Contract Collection, see
http://digitalcommons.ilr.cornell.edu/perbcontracts/

Or contact us:
Catherwood Library, Ives Hall, Cornell University, Ithaca, NY 14853
607-254-5370 ilrref@cornell.edu

Contract Database Metadata Elements

Title: **East Greenbush Central School District and East Greenbush Central School District Services Negotiating Unit #8258 (SNU), Civil Service Employees Association, Inc. (CSEA), AFSCME, AFL-CIO, Local 1000 & Rensselaer County Educational Local 871 (2002)**

Employer Name: **East Greenbush Central School District**

Union: **East Greenbush Central School District Services Negotiating Unit #8258 (SNU), Civil Service Employees Association, Inc. (CSEA), AFSCME, AFL-CIO**

Local: **1000 & Rensselaer County Educational Local 871**

Effective Date: **07/01/02**

Expiration Date: **06/30/05**

Number of Pages: **49**

For additional research information and assistance, please visit the Research page of the Catherwood website - http://www.ilr.cornell.edu/library/research/

For additional information on the ILR School, http://www.ilr.cornell.edu/

4903_06302005

East Greenbush Central School District And Csea Local 871 (Services Unit)

AGREEMENT

by and between the

SUPERINTENDENT OF SCHOOLS

of the

EAST GREENBUSH CENTRAL SCHOOLS

and

CSEA, Local 1000 AFSCME, AFL-CIO

RECEIVED
NYS PUBLIC EMPLOYMENT RELATIONS BOARD
JUL 01 2003
ADMINISTRATION

CSEA

East Greenbush CSD Unit #8258
Rensselaer County Educational Local 871

July 1, 2002 - June 30, 2005

PRINTED BY CSEA

TABLE OF CONTENTS

	ARTICLE	PAGE
	PREAMBLE	1
I	**RECOGNITION AND RESPONSIBILITIES**	2-3
II	**ITEMS OF AGREEMENT PERTAINING TO ALL SERVICE NEGOTIATING UNIT EMPLOYEES**	3-20
	A. PAY PERIODS	3
	B. LEAVES OF ABSENCE/OTHER AUTHORIZED ABSENCES	4-9
	1. SICK LEAVES	4
	2. SICK LEAVE BANK	5
	3. RETIREMENT INCENTIVE PROGRAM	5-6
	4. LEAVE BECAUSE OF DEATH IN THE FAMILY	6-7
	5. PERSONAL LEAVE	7
	6. LEAVE FOR JURY DUTY & WITNESS SERVICE	7
	7. SPECIAL LEAVE FOR CSEA OFFICERS & OTHERS	7-8
	8. LEAVES	8-9
	A. OTHER LEAVES	8
	B. PREGNANCY/CHILD CARE	8-9
	9. ILLNESS IN THE IMMEDIATE FAMILY	9
	10. MILITARY OBLIGATIONS	9
	11. FAMILY AND MEDICAL LEAVE	9
	C. TENURE	9
	D. LAYOFF, BUMPING AND RECALL	9-11
	E. POSTINGS	11
	F. PROMOTION, VACANCIES AND NEW OPENINGS	11-12
	G. LONGEVITY	12
	H. VACATIONS	12-13
	I. HOLIDAYS	13-14
	J. OVERTIME WORK	14
	K. CHEST X-RAYS AND SUBSTANCE TESTING	14
	L. OFFICERS AND COMMITTEE MEMBERS	14
	M. RETIREMENT PLAN	15
	N. HEALTH INSURANCE	15-16
	O. DETERMINATION OF WORK SCHEDULES	17
	P. EQUAL SHARE BASIS FOR EXTRA WORK	17
	Q. SALARY SCHEDULES	17
	R. UNIFORMS	17-19
	S. IN-SERVICE TRAINING PROGRAM	19
	T. SUMMER JOBS, CONSIDERATION FOR	19
	U. TESTING OF CIVIL SERVICE EMPLOYEES	20
	V. LEGISLATIVE ACTION	20
	W. DENTAL PLAN – CSEA/EBF	20

III	**GRIEVANCE PROCEDURES**	20-23
IV	**SPECIAL ITEMS PERTAINING TO FOOD SERVICE EMPLOYEES**	23-24
	A. OVERTIME WORKED	23
	B. SUBSTITUTE'S SALARY PLACEMENT	24
	C. SNOW DAYS	24
	D. TRAINING COURSE	24
	E. DUTY FREE PERIODS	24
V	**SPECIAL ITEMS PERTAINING TO CUSTODIAL AND MAINTENANCE EMPLOYEES**	24-26
	A. WORK ON SNOW DAYS	24
	B. RESPONSIBILITIES OF HEAD CUSTODIAN AND SUPERVISING CUSTODIAN	24
	C. BUILDING CHECKS AND MILEAGE	25
	D. WORKING CONDITIONS - LUNCH PERIOD	25
	E. WORKING CONDITIONS – GENERAL	25-26
	F. OUT-OF-TITLE WORK	26
	G. NIGHT DIFFERENTIAL	26
	H. CUSTODIAL WORKERS/DAY CUSTODIANS	26
VI	**SPECIAL ITEMS PERTAINING TO TRANSPORTATION EMPLOYEES**	26-29
	A. PERIOD OF EMPLOYMENT	26-27
	B. SENIORITY LIST	27
	C. BUS DRIVER POSITION	27
	D. MECHANIC POSITION	27-28
	E. SPECIAL VACATION PROVISION – MECHANICS	28
	F. EXTRA RUN REIMBURSEMENT	28
	G. MECHANICS AS DRIVERS	28
	H. BREAKDOWN TIME	28
	I. BUS DRIVER TRAINING COURSE	28
	J. TRANSPORTATION OF STUDENTS	28-29
	K. MECHANIC'S TOOLS	29
VII	**MISCELLANEOUS**	29-30
	A. AGREEMENT	29
	B. RETIREMENT NUMBER	29
	C. PERSONNEL FILES	30
	D. RE-LICENSING FEES	30
	E. COMMITTEES	30
	F. SALARY SCHEDULES AGREEMENT	30
APPENDICES		31-45
	AMENDED APPENDICES A-C	31-37
	APPENDIX D – BUS DRIVER WORK YEAR	38-40
	APPENDIX E – BUS MECHANIC'S TOOLS	41-43
	APPENDIX F – SICK LEAVE BANK TRUSTEE RULES AND FORMS	44-45

PREAMBLE

This Agreement entered into this 14th day of January, 2003 by and between the Superintendent of Schools, East Greenbush Central School District, (hereinafter referred to as the "Employer") and the Civil Service Employees Association, Inc., Local 1000, American Federation of State, County and Municipal Employees, AFL-CIO, East Greenbush Central School District Unit #8258 of the Rensselaer County Education Local #871, (hereinafter referred to as the Services Negotiating Unit "SNU"), delineates the terms and conditions of employment set forth herein for the period July 1, 2002 through June 30, 2005.

The following statements, entered into under conditions of a mutual respect for the rights and privileges of both parties, represents a continuing joint effort to provide appropriate services for the children of the school district and govern the terms and conditions of employment of employees in the SNU for the term of this Agreement or the effective date of the new Agreement which may be renegotiated, whichever may be later.

Therefore, in order to effectuate the provisions of Article XIV of the Civil Service Law (Public Employees Fair Employment Act) this Agreement is hereby adopted.

If any provision of the Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall be deemed valid only to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

EAST GREENBUSH CENTRAL SCHOOL DISTRICT UNIT OF THE CSEA, INC.	EAST GREENBUSH CENTRAL SCHOOL DISTRICT
PRESIDENT	SUPERINTENDENT OF SCHOOLS
COLLECTIVE BARGAINING SPECIALIST	CHIEF NEGOTIATOR
April 17, 2003	May 8, 2003
DATE	DATE

ARTICLE I - RECOGNITION AND RESPONSIBILITIES

A. The East Greenbush Central School District (the Employer) continues its recognition of the East Greenbush School District Unit of the Civil Service Employees Association (CSEA) as the exclusive negotiating agent for the Services Negotiating Unit (SNU), defined to include all bus drivers, automotive mechanics, custodians, maintenance personnel, food service staff and all other employees, except the Superintendent, the Assistant Superintendents, the EGOTSA Negotiating Unit, Teaching Assistants and Paraprofessionals and all others not included in the Instructional Negotiating Unit, the EGAA Negotiating Unit, or the Secretarial/Clerical Negotiating Unit. Such period of unchallenged representation will extend for the period as provided by law.

B. The parties recognize that the SNU is an ethical non-instructional service organization, and that the granting of exclusive representation privileges carries with it concomitant responsibilities including, but not limited to, encouraging all employees to observe ethical standards.

1. The SNU shall have exclusive payroll deductions for membership dues and other authorized deductions for employees and no other organization shall be accorded any such payroll deduction privilege throughout the unchallenged representation period in accordance with certification and consents thereto.

2. The Employer will give the SNU a list of employees authorizing dues deductions four (4) times per fiscal year, upon request.

3. Agency fee – The Employer shall deduct from the salary of the employees in the bargaining unit, who are not members of the SNU, the amount equivalent to the dues levied by the SNU and shall transmit the sum so deducted by the District in accordance with Chapters 677 and 678 of the Laws of 1977 of the State of New York. The association affirms that it has adopted such a procedure for refund of agency shop fee deductions as required in Section 3 of Chapters 677 and 678 of the Laws of 1977 of the State of New York. This provision for agency shop fee deduction shall continue in effect so long as the SNU maintains a procedure.

C. The SNU shall have the sole and exclusive right, with respect to other employee organizations, to represent all employees in the heretofore defined negotiating unit in any and all proceedings under the Public Employees Fair Employment Act; under any other applicable rule, law, regulation or statute under the terms of this Agreement; to designate its own representatives, or to direct, manage and govern its own affairs and to determine those matters which the membership wishes to negotiate.

To pursue any matter or issue including, but not limited to the grievance and appeal procedure in this Agreement.

1. The Employer recognizes the right of the employees to designate representatives of the SNU, to appeal on their behalf to discuss salaries, working conditions, grievances and disputes as to the terms and conditions of the contract, and to visit employees during working hours, with the prior approval of the Superintendent or their designee, for the foregoing purpose. Such employee representative shall also be permitted to appear at public hearings upon the request of the employee.

2. The SNU shall have the right to post notices and other communications issued by the CSEA which shall be signed by the SNU President. No such material shall be posted which is profane, obscene, or defamatory of the District, its representatives or employees, or which constitutes election campaigning for or against any person, organization or function thereof. Posting shall also not be permitted to advertise, promote or sell personal items or events unrelated to approved CSEA or SNU events or activities. The District shall maintain the bulletin boards and shall have the right to remove any posted material which does not comply with these limitations.

3. Two copies of all Board agendas, minutes of Board meetings, policies, directives and memorandums pertaining to the non-teaching employees or groups of non-teaching employees shall be sent to the President of the SNU. SNU will notify the Superintendent of the names of the Officers. This clause shall not become effective each year until such notice is received.

ARTICLE II - ITEMS OF AGREEMENT PERTAINING TO ALL SERVICE NEGOTIATING UNIT EMPLOYEES

A. Pay Periods

Salary payments shall be made to all individuals in the SNU on a bi-weekly basis. Ten-month employees, upon request, will be paid at the rate of 1/25th per bi-weekly pay period with the balance to be paid in June on or before June 30, as a special summer check.

If the District intends to alter pay periods, the District will notify all employees of the Services Negotiations Unit by May 1 prior to the school year in which the altered pay periods will be in effect.

Any pay period that is not a full cycle (2 weeks) will not have full deductions, i.e. TSA, credit union deductions, etc. If employees do not want the "full" payment to be deducted, the employee must notify the payroll office one (1) month prior to that pay period.

B. Leaves of Absence or Other Authorized Absences

1. Sick Leaves

Employees will receive their regular hourly pay for the time absent due to personal illness or injury, other than accidental injury arising out of and in the course of employment, subject to the following limitations:

(a) One and one-half (1-1/2) days of sick leave shall accrue for each month of employment year.

(b) The Superintendent and representative(s) of the SNU will meet to discuss the recommendation to the Board of any extension to sick leave or sick leave pay where it is deemed necessary.

(c) Unused sick leave may accumulate up to a maximum of 250 days except as noted under Personal Leave in Paragraph 3(b) below.

(d) Any employee who suffers an injury on the job which prevents them from performing their duties shall have the days of absences deducted from their sick leave accumulation. However, if such injury is determined to be covered under the Worker's Compensation Statutes, only the first seven (7) days of such leave shall be deducted from the employee's accumulated sick leave.

(e) Existing Administrative policy with respect to notification by an employee for a request for sick leave will remain in effect.

(f) All twelve (12) month employees using less than six (6) days in one year period shall receive payment of their regular day's pay for each day not used up to a maximum of six (6) days - - the payment of these days shall be made on the last pay period in the school year. Such days shall be deducted from the aggregate total accumulation. (no more than six (6))

No bargaining unit member may participate in this benefit unless (s)he has at least the accumulated unused sick leave days to his/her credit as of June 1 as follows:

12 month employee: 35 days

(g) All ten-month employees shall, using less than four (4) days in one-year period, receive payment on the same basis.

No bargaining unit member may participate in this benefit unless (s)he has at least the accumulated unused sick leave days to his/her credit as of June 1 as follows:

10 month employee: 30 days

(2) **Sick Leave Bank**

1. A pool of days shall be established which shall not exceed two (2) times the number of persons in the negotiating unit. The purpose of the bank is to provide additional sick leave for an extended illness after the exhaustion of all personally earned leave credits.

2. Each member of the Unit shall contribute one (1) day of existing sick leave credit.

3. Future contributions to the Bank will be required from Unit members if the total in the pool falls below the number of days equivalent to one (1) times the number of persons in the Unit. Notice of assessment will be made by the trustees.

4. The Superintendent and the President of the Association, or their designees, shall act as trustees of the Sick Bank. All decisions of the trustees shall be binding and non-grievable. However, an applicant who is dissatisfied with the decision of the trustees, may appeal to a review board comprised of two (2) members appointed by the Superintendent, two (2) members appointed by the President of the Association, and one (1) representative from the community chosen by the Superintendent and the Association President. Decisions of the Appeal Board are final, binding and non-grievable.

5. The trustees are empowered and required to establish general guidelines and rules of procedure to cover, among other things, the number of days of eligibility based upon service to the District, under what circumstances an applicant would be approved for usage in more than one school year, the application procedure and the appeals procedure. The Appeals Board must operate within these guidelines and rules (see Appendix F).

6. Each employee shall be notified each time that a deduction is made from his/her accrued sick leave for the purpose of making a contribution to the sick leave bank in accordance with this paragraph. No such deduction shall reduce the "buy-back benefit" provided in Subparagraphs (f) and (g) above.

(3) Retirement Incentive Program - Employees will be entitled to the Retirement Incentive in an amount equal to 40% of the total accumulated unused sick leave and accumulated unused personal leave (maximum accumulation of personal leave permitted is thirty (30) days at the individual's per diem rate of pay (as specified herein), providing the following conditions are met:

(1) Employees must be the minimum age to retire as required by the New York State Employees' Retirement System – as per their tier level, and must have completed fifteen (15) years of continuous service in the East Greenbush Central School District.

Employees must retire within a two (2) year period after they are first eligible as defined herein for the retirement incentive.

(2) If the retirement is to become effective before a fiscal year is completed, the per diem rate of pay in effect at the end of the prior fiscal year will be used to compute the Retirement Incentive. For example, if an employee becomes first eligible on December 21, 200X and elects to resign and retire effective December 20, 200Y, the per diem rate of pay during 200X-200Y will be used to compute the dollar value of the Retirement Incentive payment.

(3) If an employee opts to be paid for sick leave under Article II, Section B (1), Sick Leave (f) and (g), they shall not accumulate sick leave for the Retirement Incentive Program under this Article for those days paid.

(4) Each year between September 1 and December 31, each employee shall have the option to refuse the yearly payment program. If such a refusal is received in writing any time during this four-month period, the accumulated days will be credited to the Retirement Incentive Program.

(5) The retirement incentive payment shall be included in the employee's final paycheck or at a later date as may be mutually agreed upon.

(i) The District will continue the practice of crediting sick leave at the beginning of the year in which it is to accrue for employees with more than one (1) year of service. At the end of the school year or at the time sick leave has been exhausted, an employee will reimburse the District for any sick leave payment granted as a result of this privilege, but not earned by actual service in the District.

(j) A certificate signed by a licensed physician must be presented by the employee to the Assistant Superintendent for Business Finance or his/her designee, for any absence extending beyond five (5) consecutive days for which benefits are claimed under this Article. Moreover, in cases of absences of seven (7) days or more during a thirty (30) day period, the District may require the employee to present a certificate signed by a licensed physician. Additional certificates will be presented as often as required by the Assistant Superintendent for Business Finance or his/her designee.

4. **Leave Because of Death in the Family**

A maximum of five (5) work days of bereavement time will be allowed in the event of death in the immediate family. Employees are only expected to use as much of the bereavement leave as it needed in the given situation. For example, if the immediate family member who died lived out of the area and the employee does not plan on attending the services, the employee would be expected not to take any leave. The "**immediate family**" has been defined as the employee's father, mother, spouse, son, daughter, brother, sister, father-in-law, mother-in-law, legal guardian or spouse's legal guardian, grandparents and grandchildren, step-parents and step-children and any permanent member of the immediate household. In extraordinary circumstances, the employee shall be allowed to take a portion of their bereavement leave at the time of the death of the immediate family member and use the remainder of such unused leave at a later date. For

example, in the case where the death of the immediate family member occurs during the winter months so that the burial cannot take place until the spring, the employee shall be allowed to use the remainder of their bereavement leave at the time of the burial.

5. **Personal Leave**

Personal leave shall be granted up to a total of three (3) days per year without financial loss. Such leave is subject to prior approval except as noted below:

(a) Members of this Unit who anticipate a need for use of personal leave time immediately prior to or following a vacation or holiday period, may present a request to the Superintendent or their designee. The granting of such leave is subject to the prior approval of the Superintendent or their designee.

(b) While sick leave per se is allowed to accrue to a maximum of 250 days, the District agrees that unused personal leave time will be allowed to accrue as additional sick leave to an amount not to exceed thirty (30) days. Such accrual will commence on July, 1973.

(c) The school district shall provide to each employee, on their check stub, accumulated sick and personal leave days.

6. **Leave for Jury Duty and Witness Service**

All employees, who are required to serve on a jury or appear as a witness in a court proceeding, shall be granted the necessary leave without loss of pay. However, any pay received as a juror or witness shall be paid to the District except as provided herein. Mileage, meals and/or motel allowances shall be retained by the employee. In order to be eligible for such time without loss of pay, the employee must file with the Superintendent or designee the original or copy of the official notice of service rendered by the Court or of the subpoena. If the pay received from the Court exceeds the employee's pay, the employee shall retain the pay received from the Court. In this instance, the employee shall not be paid by the District.

7. **Special Leave for CSEA Officers and Others**

A. The Unit President and three members designated by the President (one representing the transportation workers, one to represent the custodial and maintenance workers, and the food service workers) will be granted leave for the purpose of attending grievance or arbitration hearings within the District which have reached Stage 2 or beyond as defined in Article III of this Agreement. Such leave will be subject to approval by the Superintendent. An application for such leave must be made to the Superintendent at least two (2) working days prior to the leave requested. Every effort will be made to hold grievance procedures at times other than normal working hours.

B. Leaves for SNU Officers to attend meetings or workshops of CSEA county or state organizations will be treated as personal leave as per Article II (B) (5). A minimum of 10 days personal leave will be allowed to the SNU for the purpose of attending conferences. If the Instructional Unit receives more days, the same will apply to the SNU.

C. One CSEA Shop Steward shall be granted two (2) hours per month to attend monthly CSEA Unit Meetings without charge to leave credits.

8. **Leaves**

A. Other Leaves – Any other leaves may be granted upon extenuating circumstances by approval of the Superintendent and the Board of Education. When such leave is ended, the Employee will return to the position without loss of seniority. This does not mean that the Employee will be given credit for salary purposes as defined by this contract.

B. Pregnancy/Child Care

1. Pregnancy-Related Disability Leave

a. An employee may use her accumulated sick leave, during the period of pregnancy-related disability, as certified by her physician. In addition, it is expected that the employee will:

(i) Notify the Superintendent in writing at least four (4) months prior to the expected date of birth; and

(ii) Provide the Superintendent with a statement from her physician indicating the employee's inability to continue performing the full duties and responsibilities of the employee's position.

b. If an employee has no accumulated sick leave, has exhausted her accumulated sick leave during the period of pregnancy-related disability, or chooses not to use her accumulated sick leave, she may request unpaid disability leave until she is no longer disabled and is able to return to work as certified by her physician.

2. Child Care Leave

a. An employee may request a child care leave of absence without pay for a period of not more than two years for the purpose of caring for a newborn child or, in the case of adoption, a newly adopted child. Such leave may be extended by the Board at its discretion. An employee may not return to work prior to the approved termination of such leave without the Superintendent's approval.

b. An employee who desires child care leave shall make a written request for such leave to the Superintendent at least five (5) months prior to the requested commencement of such leave and must specify the expected commencement and termination dates. In the event that the employee adopts a child, the five-month notification requirement for requesting child care leave shall be waived, and the employee shall make a written request for such leave within thirty (30) days of such adoption.

9. **Illness in the Immediate Family**

An employee may annually use up to three (3) days of sick leave for illness in the immediate family without loss of pay. The immediate family is defined as the employee's spouse, children, parents, siblings, parents-in-law, legal guardian, spouse's legal guardian, grandparents, grandchildren and any other permanent member of the household.

10. **Military Obligations**

Employees shall be granted leave for performing military obligations in accordance with State and Federal Law.

11. **Family and Medical Leave**

In accordance with the Family and Medical Leave Act of 1993 and Board of Education Policy, the District will grant family and medical leave for a total of twelve (12) weeks per twelve (12) month period to eligible employees for the following reasons: (1) the birth, adoption, or acceptance for foster care purposes of a child by the employee and the care of the child; or (2) to care for a spouse, child or parent of the employee if such immediate family member has a serious health condition; or (3) the employee's own serious health condition makes the employee unable to perform the functions of his/her position. Leave time beyond the twelve (12) weeks provided herein shall only be limited by the provisions of Article II B, and any applicable law.

C. **Tenure**

All non-competitive and labor class employees shall be granted permanent status upon completion of one year of employment. Upon completion of two hundred sixty (260) working days of service, all non-competitive and labor class employees shall be granted the protection and rights that exist under Section 75 of the Civil Service Law as such section pertains to discipline and discharge of employees.

D. **Layoff, Bumping and Recall**

1. **Definitions**

"Seniority" shall be defined as the length of continuous service with the employer from the date of hire of the employee.

"Title Seniority" shall be defined as the length of continuous service of any employee since entry of such employee into the title.

"Department Seniority" shall be defined as the length of continuous service of any employee since entry of such employee into the department.

"Seniority Lists" - Seniority lists shall be posted and updated every six (6) months during January and June of each year in Maintenance, Food Service and Transportation Department.

2. For the purpose of layoff of non-competitive and labor class employees, the employee(s) with the least title seniority shall be first to be laid off until the total number of employees required to decrease force shall be established. Having exhausted their seniority in their current title, the laid off employee shall exercise their departmental seniority to displace an employee in a lower job title within the department who has lesser departmental seniority than the bumping employee provided such employee is qualified to perform the duties of the lesser title. In the case of an employee bumping into lower job title, the employee shall be placed on the salary schedule applicable to the lower which may result in the employee being paid at a lower rate. Recall shall be in the inverse order of layoff. The Employer shall notify the employee of their recall by registered mail with return receipt requested at the employee's last known address. Such recall notification must be acknowledged by the employee within seven (7) working days of receipt. All temporary employees in each title shall be laid off prior to the layoff of all other employees. The layoff procedure for all other employees as stated herein shall be used in the event of the layoff of any temporary employee.

3. As used in the above paragraph, continuous service shall include those periods when an employee is on the Employer's payroll and those periods when an employee is; (a) on an approved leave of absence for up to one (1) year; (b) on layoff for up to one year; (c) absent from and unable to perform the duties of their position by reason of a disability resulting from occupational injury or disease during the period while the employee is receiving Worker's Compensation; (d) such other periods of service, if any, as the Civil Service Law requires to be treated as part of the employee's continuous service.

4. Subject to applicable provisions of the Civil Service Law, if any, an employee loses their seniority as defined in Section 1 only when one of the following occurs: they resign (unless they are reinstated within the period permitted by any provisions of the Civil Service Law applicable to them); they are discharged, they retire, they refuse a recall or are away from active employment for periods longer than specified above.

5. All competitive employees shall be governed under the appropriate provisions of the Civil Service Law as it pertains to layoff, bumping and recall.

6. The Employer shall provide the SNU with lists containing title seniority, departmental seniority and district-wide seniority dates of each employee within thirty (30) days of the execution of this Agreement. Any dispute concerning the seniority dates of an employee not resolved by the parties may be submitted through the Grievance Procedure.

7. If the employee has a break in service by way of an approved leave of absence, the time that the employee is on such leave shall not be credited to the employee for the purpose of movement on the salary step schedules. If an employee has a break in service of less than one year, upon the employee's return to employment the employee shall return to the same salary step that they were on at the start of such break in service.

E. Postings

1. The Superintendent agrees to have posted through the Office of Assistant Superintendent for School Business Finance any and all vacancies which occur in the district which affect the membership of the SNU.

2. Notices shall be posted of all vacancies for any personnel interested within the SNU and who are covered by this Agreement. Posting of vacant positions shall be made before such vacancies have been filled on a permanent basis. Copies of all postings shall be sent to the President of the SNU or his/her designee.

3. All postings will include minimum qualifications for the position, the location of the vacancy, and a general description of the duties of the position. Such location is solely for the purpose of identifying where the vacancy initially exists and shall not constitute a commitment on the part of the District to continue the successful applicant's assignment to the particular location.

4. The Employer shall post Civil Service Commission examination notices for all classified titles existing or which may be created with the District in all buildings of the District containing employees covered under this Agreement. Copies of examination notices will be available to the President of the SNU or his/her designee upon request.

5. When the District determines that a vacancy exists, such vacancies shall be posted within five (5) days and filled without delay, notifying all applicants in writing of the decision.

F. Promotion, Vacancies and New Openings

1. The Superintendent has the sole responsibility and discretion in recommending to the Board of Education individuals to fill vacancies.

2. If an employee qualifies, in the judgement of the Administration, promotions, vacancies, and new openings are to be filled by seniority guidelines. Where qualifications conforming to the guidelines are needed to fill positions, said qualification will be evaluated by the immediate supervisors, the department supervisor, possible county test scores, and evaluation by the Transportation Supervisor, Cafeteria Director or Supervisor of Buildings and Grounds, and the Assistant Superintendent for Business Finance or the Superintendent where applicable.

3. In considering one for promotion, their attendance at training programs, in-service training sessions, etc., both during and after the work day shall be considered. Whenever the school district sponsors in-service training programs, all SNU members will be notified.

4. An employee who changes from one title classification to another, will retain those benefits granted under this contract (including sick leave, longevity increment, and vacations) which result from continuous employment, however, they will be granted no seniority in their new classification. If, within four (4) months, such an employee returns to their former classification, they will be granted their former seniority; if they return after four (4) months, they will be granted no seniority.

G. **Longevity**

Longevity increments will be granted to employees completing eleven (11) years of continuous service to the School District and continue as outlined:

	7/1/02	7/1/03	7/1/04
After 11 years continuous service:	$ .72	$ .82	$ .92
After 16 years continuous service:	$ .91	$ 1.01	$ 1.11
After 21 years continuous service:	$ 1.11	$ 1.21	$ 1.31
After 26 years continuous service:	$ 1.33	$ 1.43	$ 1.53

H. **Vacations**

A. Vacations for twelve (12) month employees hired before July 1, 1989 will be granted on their anniversary date on the basis of continuous service as follows:

After 1 year up to 5 years	2 weeks	(10 work days)
After 5 years up to 10 years	3 weeks	(15 work days)
Service of over 10 years	4 weeks	(20 work days)
Service of over 11 years	4 weeks + 1 day	(21 work days)
Service of over 12 years	4 weeks + 2 days	(22 work days)
Service of over 13 years	4 weeks + 3 days	(23 work days)
Service of over 14 years	4 weeks + 4 days	(24 work days)
Service of over 15 years	5 weeks	(25 work days)

B. Vacations for twelve (12) month employees of the School District hired after July 1, 1989 will be granted on the anniversary date of the employee on the basis of continuous service as follows:

After 1 year	10 work days
After 2 years	11 work days
After 3 years	12 work days
After 4 years	13 work days
After 5 years	15 work days
After 6 years	16 work days
After 7 years	17 work days
After 8 years	18 work days
After 9 years	19 work days
After 10 years	20 work days

C. It is understood that vacations may be granted in separate weekly periods. It is further agreed that the time of vacations will be determined after consideration of the requests of all affected employees.

D. To the extent possible, personnel covered by this contract will be permitted to take vacations at their convenience; notwithstanding, personnel employed on a twelve (12) month basis may be requested to take vacations at times other than during the summer months.

I. **Holidays**

The following paid holidays will be granted to employees of the SNU:

12-Month Employees
July 4th
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Friday following Thanksgiving
Christmas Day
New Year's Day
Martin Luther King, Jr. Day
President's Day
Good Friday
Memorial Day

10-Month Employees
Columbus Day
Veteran's Day
Thanksgiving Day
Christmas Day
New Year's Day
President's Day
Good Friday
Memorial Day

For all work performed on a holiday, employees will be paid their regular rate of pay for the holiday plus double time.

In the event that school is in session on a date specified above, the District will provide an alternate date in lieu of the holiday or vacation day.

J. **Overtime Work**

Overtime work will be controlled where possible. Overtime will be paid after 40 hours per week. All leave accruals are part of the normal work week.

In the event an employee reports to work and upon arrival finds the assignment cancelled, they shall be reimbursed at the rate of two (2) hours straight time.

K. **Chest X-Rays and Substance Testing**

A. All employees covered by this contract who are required to have a chest X-ray, or approved alternative tuberculosis examination yearly. The cost of the X-ray or alternative procedure will be borne by the Board of Education.

B. Employees who are legally required to pass physical examination prior to employment will, subject to approval by the Superintendent and the Board of Education, be employed by the District at the start of the school year, whether or not they pass their physical examinations. Those employees who fail to pass their required physical examinations will be employed for a period not to exceed their accumulated sick leave, at the same salary they would receive if they had passed their physical examination. Upon the exhaustion of accumulated sick leave or earlier at the option of the employee, they will be assigned to a position, for which they possess the qualifications. In the event of such new assignment, the employee shall be paid in accordance with the job classification pay scale to which they are assigned. All benefits accrued by the employee shall be carried over with them to the new position.

C. Employees selected for legally mandated random drug and alcohol testing shall comply with the law and any related District policy. If an employee elects have a specimen sample second tested, the employee shall remit the cost of the second test to the District Treasurer within twenty-four (24) hours of said election. If the second test results do not confirm the adverse results of the first test, the cost of the second test will be refunded to the employee within two (2) school days of the receipt of the test results.

L. **Officers and Committee Members**

The SNU will keep all supervisors apprised of all current officers and committee members.

M. **Retirement Plan**

The District will provide New York State Employee's Retirement System Non-contributory Career Plan (Section 75-i). All eligible covered employees commencing employment in the District on or after July 1, 1976 shall be given the opportunity to enroll in the New York State Employee's Retirement System Coordinated-Escalator Retirement Plan (Article 14, Retirement and Social Security Law). Said plan requires a contribution by the employee as set by law.

N. **Health Insurance**

A. Active Employees

The insurance plan offered to all members of the SNU shall be the benefit stipulated in the Blue Shield of Northeastern New York/Par Plus Major Medical Plan as developed for the East Greenbush Central School District in July, 1991. Health insurance benefits will not be provided to employees assigned to work less than 20 hours per week. The amount of District and employee contribution toward health insurance premium cost will depend on the employee's date of appointment to a position of 20 hours or more per week and/or the coverage elected. Cost sharing with respect to health insurance premiums will be as follows:

1. For all employees hired prior to July 1, 1996, the District agrees to pay 100% of the premium cost for all such employees and 95% of the premium cost for the dependents of them. Effective July 1, 1996, the District agrees to pay 95% of the premium cost for all such members who have single, two (2) person or family coverage.

2. For all employees appointed to a position of 20 hours or more per week on or after July 1, 1996, the District agrees to pay 90% of the premium cost for all such members who have single, two (2) person or family coverage.

3. Effective July 1, 1996, the deductible under the Blue Shield policy shall be $100 for individual coverage, $200 for two-person coverage, and $300 for family coverage. Catastrophic illness coverage shall be increased to $1,000,000 under the terms and conditions of the policy.

4. For all employees appointed to a position of 20 hours or more per week prior to July 1, 1996, the District agrees to pay on or after July 1, 1996 97% of the premium cost for any managed health care coverage offered by the District and elected by these employees.

5. For all employees appointed to a position of 20 hours or more per week after July 1, 1996, the District agrees to pay 95% of the premium cost for any such SNU members who have only single coverage under any managed health care plan offered by the District and elected by these employees. The District agrees to pay 90% of the full premium cost for such employees electing managed coverage for themselves and dependents.

B. IRS 125 Plan

Effective July 1, 1996, the District shall offer an Internal Revenue Service Code Section 125 Plan to which SNU members can contribute to cover the cost of health insurance, disability, and life insurance premiums, unreimbursed medical expenses, and dependent care consistent with applicable law and regulations.

C. Health Insurance Incentive Program

Employees electing the Health Insurance Incentive Program under the terms and conditions of the 1995-99 collective bargaining agreement shall continue to limit future dollar contributions of the District for health insurance coverage for said employees to the current premium rate for unit members hired on or after July 1, 1996 under A.2. above. Employees may elect during the appropriate enrollment period to return to any of the District's sponsored health insurance plans at such premium contribution rate.

D. Retirees

The District will continue its present practice of permitting eligible retirees who work a minimum of 10 continuous years of active service to maintain the District health insurance plan. This practice provides that the District contribute to premium costs in an amount equal to 100% of the employee's personal coverage and 50% of dependent coverage. To be entitled to the benefits of this provision, an employee must be able to retire under the rules and regulations of the New York State Retirement System at the time that they cease to work (retires) for the District.

E. The District shall have the right to change to a different health insurance plan which provides benefits which are equal to or better than the benefits presently provided by the plans identified in Paragraphs **"A"** and **"D"** of this Article. The District will not change the health insurance plan until the SNU has had at least thirty (30) days to review the proposed plan and advise the District whether, in its opinion, the plan is equal to or better than the plan which is in effect at the time of the proposed change. The District will not change the health insurance plan over SNU objection, unless the plan is determined by a mutually selected impartial insurance consultant to be equal to or better than the plan then in effect for the SNU employees.

O. **Determination of Work Schedules**

Work schedules to meet the needs of the District, shall be determined by the Supervisor of Buildings and Grounds, the Transportation Supervisor, or the Director of Cafeterias, and are subject to approval by the Assistant Superintendent for Business Finance and/or the Superintendent of Schools.

All ten (10) month and part-time twelve (12) month employees, except bus drivers will be notified in writing each year, no later than July 1st, of the number of days and hours per day they will be expected to work during the ensuing year. Employees so notified will be expected to return a copy of the notice to the Assistant Superintendent for Business Finance no later than July 30th indicating their intent to accept the assignment. Failure to do so will be construed to be a resignation. Notification shall include all other salary and benefit information contained on the previous contract notification sheets.

P. **Equal Share Basis for Extra Work**

It is agreed that work at after school events and special affairs shall be expected of all personnel on a rotation basis. This consent will be stipulated when hiring new employees.

Q. **Salary Schedules**

Salaries to be paid to members of the SNU are set forth in Appendices A, B, and C.

R. **Uniforms**

The District will designate the job categories where wearing of uniforms is required. Said uniforms will be supplied to all members of the Unit after four (4) months of continuous service. Included will be part-time employees who work a minimum of four (4) hours per day. Uniforms are to be worn by all eligible members of the Unit during and within reasonable hours before and after working hours.

The uniform requirements will be supervised by the Supervisor of Buildings and Grounds, Supervisor of Transportation and Director of Cafeterias.

Violations of this Article are subject to the following:

1. If reason for not wearing uniforms or improper wearing of uniforms is not justified by the Supervisor of the Department, the Supervisor of the Department will orally reprimand the member.

2. Second Offense – Supervisor of Department will give written reprimand to member with copy to Administration.

3. Third Offense – Supervisor of Department will dock member one-half (1/2) day's pay.

4. Fourth Offense – Supervisor of Department will dock member one (1) day's pay.

5. Fifth Offense – Supervisor of Department will refer member to Administration for such disciplinary action as deemed appropriate by the Administration.

If at any time during the above procedure, a member feels action is unjustified, they shall commence grievance procedure as outlined in Article III of this contract.

Initial Issue for Bus Drivers:

MEN	WOMEN
2 jackets	2 jackets
5 trousers	5 slacks
5 shirts	5 shirts

Regarding the initial issue of uniforms for Operation/Maintenance Personnel and Transportation Mechanics:

As of July 1, 1999, the District shall issue requests for proposals so as to provide uniform laundry service weekly for the following number of uniforms:

2 jackets (where appropriate)
11 trousers
11 shirts
*coveralls

*Transportation mechanics who request coveralls shall be supplied two sets of coveralls.

Any uniform shall be replaced immediately if rendered unfit for use by reason of being torn, stained, etc. in connection with District work.

District uniform policy and practice shall be amended to permit the seasonal wearing of shorts by unit members between May 1 and through October 31 except in those job classifications where safety requires the wearing of long pants. If shorts are worn, they must be a dress type walking shorts with at least a 7" inseam. With the approval of the Transportation Supervisor or the Supervisor of Buildings and Grounds, shorts may be worn on specified days in the months of April and November.

Cafeteria Personnel

1. The Employer shall determine color and style of uniforms each employee shall be required to wear while on duty.

2. Employees may purchase appropriate uniforms anywhere they desire. The District will reimburse the employee upon presentation of paid, itemized and detailed receipt up to the amounts specified in section 3.

3. New employees who complete six (6) months of work from date of hire shall be reimbursed up to $125. in the first year of employment. After the first year, the reimbursement allowance shall be up to $100. Any cafeteria employees who leave the District and return shall only be eligible for the annual $100 reimbursement allowance. An employee is entitled to only one reimbursement in any fiscal year.

S. **In-Service Training Program**

It is agreed that the Supervisors will have the responsibility to sponsor at least two in-service courses per year of value to the members of the SNU. Said courses will be offered by the District itself or through the Adult Education Program and will be tuition free to members of the Unit.

T. **Summer Jobs, Consideration For**

It is agreed that the Assistant Superintendent for Business Finance will cause to be posted in prominent locations readily accessible to the members of the SNU, announcements of unfilled summer jobs, other than student help. Summer jobs within the classification of Bargaining Unit are to be offered first to unit employees, subject to the following conditions:

1. One previously employed in the position, assuming they are acceptable to the Assistant Superintendent for Business Finance, and desires to return to the summer job will be reinstated.

2. Applicants who have qualifications, abilities, and expertise equal to or better than other applicants.

3. Placement in the summer position will not interfere with the applicant's regular position.

4. The salary for the position will be based on the summer position vacant as determined by its classification. Said salary will be on an hourly basis.

Recommendation for appointment to these positions, as with all District positions, rests with the Superintendent of Schools or his/her designee.

U. **Testing of Civil Service Employees**

Members of the SNU who are covered under a competitive classification, must take the appropriate Civil Service examination at the first date it is scheduled by the County. Every effort shall be made by the Administration to hire only those persons who have successfully passed the examination applicable to their competitive classification. In the case of continuous examinations, a provisional employee who fails the examination on the first attempt must wait thirty (30) days to be re-examined, a provisional employee who has failed the required examination is subject to dismissal at any time, if anyone appearing on the County Civil Service eligibility list wishes to apply for that position.

V. **Legislative Action**

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

W. **Dental Plan – CSEA/EBF**

All regular part-time drivers working a minimum of four (4) hours plus one-half (1/2) hour bus preparative per day and all maintenance and custodial and cafeteria employees working minimum of four (4) hours per day shall be eligible to participate in the CSEA/EBF Dental Program in effect on June 30, 1986.

The Employer agrees to pay the EBF the sum of $34.53 per month for eligible employee from July 1, 2002 – June 30, 2003, $34.73 per month per eligible employee from July 1, 2003 to June 30, 2004, and $45.08 per month per eligible employee effective on and after July 1, 2004.

The Employer also agrees to sign the necessary contracts effectuating such program.

Effective July 1, 2005 and thereafter, should the per month cost of the dental plan to the District increase 10% or more, employees shall thereafter contribute to the monthly cost of the dental plan at a rate of $4 per month.

ARTICLE III - GRIEVANCE PROCEDURES

Definitions

1. **Grievant** - shall mean any person or group of persons in the SNU as described in Article I, Paragraph A of the Agreement.

2. **Chief School Officer** - shall mean the Superintendent of Schools.

3. **Immediate Supervisor** – shall mean the Supervisor or other person to whom the grievant is directly responsible.

4. **Representative** – shall mean the person or persons designated by the grievant to represent them in any or all stages of the procedures.

5. **Grievance** – shall mean any claimed violation, misinterpretation, or inequitable application of any provision of this Agreement or of any existing laws, rules, regulations or work rules which relate to or involve the employee in the exercise of their duties assigned to them, their health or safety, physical facilities, material or equipment, furnished to employees or supervision of employees.

6. **Decision** – shall mean the determination or report made by an immediate supervisor, chief school officer, arbitrator or Board of Education after the grievance is heard or submitted as provided in this procedure.

7. **Days** – shall mean all days other than Saturdays, Sundays, or holidays. Saturdays, Sundays and holidays shall be excluded in computing the number of days with which action must be taken or notice given under the terms of this procedure.

8. **Board of Education** – shall mean the legislative body of the School District.

PROCEDURE

First Stage

Within thirty (30) days of a grievant's knowledge that a grievance has occurred, such grievant and/or their representative(s) shall orally present the grievance to their immediate supervisor. The immediate supervisor shall discuss the grievance with the grievant and/or their representative shall make such investigation as they deem necessary. Within five (5) days after the grievance has been presented to them, the immediate supervisor shall make their decision and communicate, in writing, the same to the grievant and to the grievant's representative, if any.

Second Stage

If the grievant is not satisfied with the decision of the immediate supervisor, the grievant and their representative(s) shall be allowed to make a request within ten (10) days of receipt of the First Stage Decision to the Chief School Officer or their designee for review and determination of the grievance. Such request shall be in writing and shall include the name and position of employee, the time when and place where the alleged events or conditions occurred, if known to the aggrieved employee, a general statement of the grievance, and the redress sought by the employee. A copy of the request shall be sent to the immediate supervisor. The Chief School Officer or their designee may schedule a hearing, but in any

event shall render their decision in writing within ten (10) days after receipt of the request for their review and shall send copies of such decision to all parties involved in the grievance.

Third Stage

If the grievant is not satisfied with the decision of the Chief School Officer, the grievant and their representative(s) shall be allowed to submit the grievance to arbitration by written notice to such Chief School Officer within fifteen (15) days of the decision at Stage Two.

Within five (5) days after such written request is submitted to the Chief School Officer, he/she and representative(s) of the SNU 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 and/or gain a commitment from said arbitrator within ten (10) days of submission of the request for arbitration, a request for a list of arbitrators will be made to the Public Employment Relations Board by either party. The parties will then be bound by the rules and procedures of the Public Employment Board in the selection of an arbitrator. The selected arbitrator will hear the matter promptly and will issue a decision not later than thirty (30) 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 arbitration. The arbitrator's decision shall be in writing and will set forth findings of fact, reasoning and conclusions on the issues. The cost of the arbitrator shall be borne equally by both parties.

The award and decision of the arbitrator shall be sent to all parties involved in the grievance.

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

The arbitrator's award and decision shall be binding.

BASIC PRINCIPLES

1. It is the intent of these procedures to provide for the orderly settlement of differences in a fair and equitable manner. The resolution of a grievance at the earliest stage is encouraged.

2. An employee shall have the right to present grievances in accordance with these procedures free from coercion, interference, restraint, and discrimination or reprisal.

3. An employee shall have the right to be represented at any step of the procedure by SNU or by a representative of employees choosing, by no other employee organization may institute a grievance or represent an employee in the processing of a grievance.

4. Employees who are designated or selected for the purpose of adjusting grievances shall be permitted a reasonable amount of time without loss of pay subject to the approval of the Superintendent from their regular duties to fulfill these obligations. Such approval shall not be unreasonably denied.

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

6. All hearings are confidential.

7. If the Employer or its representative(s) does not respond to a grievance within the time limits established at each stage of this procedure, the grievant shall be allowed to move on to the next stage.

8. All notification of meetings, movement to the next stage(s) of the procedure and decision shall be sent to all parties of interest as contained in this procedure by certified mail or personal delivery.

9. In the event that a grievant does not submit a grievance and/or request to move on to the next stage within the time limits specified, the grievance shall be considered settled and all rights under this procedure waived.

10. The SNU has the right to file a grievance when there are two or more employees grieving the same matter. In such instance, the Unit President or Grievance Chairman shall act in their behalf by filing the grievance for the employees (grievant).

11. Immediate Supervisors for the purpose of this procedure are:

    1) Food Service Staff:
       Cafeteria Manager

    2) Custodial and Maintenance Staff:
       Supervisor of Buildings and Grounds

    3) Transportation Staff:
       Transportation Supervisor

ARTICLE IV - SPECIAL ITEMS PERTAINING TO FOOD SERVICE EMPLOYEES

A. Overtime Work

Overtime work assignments resulting from extracurricular activities shall be the responsibility of the Cook-Manager if other employees familiar with the equipment are not available.

B. **Substitute's Salary Placement**

A person substituting in a higher paying job will be compensated at the established rate for the position in accordance with the classification of the position, but at the step which is the substitute's proper level.

C. Employees will be paid at their regular rate for snow days. Individual employees will be notified by the school principal or a designee, if schools are to be closed.

D. **Training Course**

Personnel may be required to attend training courses. Participants will be compensated for the actual time spent attending these courses at the regular hourly rate of pay.

E. **Duty Free Periods**

The following duty free periods, inclusive of lunch, will be provided:

2-3 hour employees - 10 minutes
4-5 hour employees - 15 minutes
6 hour employees - 20 minutes
7 hour employees - 25 minutes

ARTICLE V - SPECIAL ITEMS PERTAINING TO CUSTODIAL & MAINTENANCE EMPLOYEES

A. **Work on Snow Days**

Due to the nature of school operations, it is necessary to staff the plants with maintenance and custodial personnel on days students do not attend school because of snow, inclement weather or other emergency conditions. Employees who are required to work on such days will have a special salary adjustment pertaining to number of days worked at the end of the fiscal year (June 30). Such adjustment will be the equivalent of straight-time in addition to the regular pay and will be for days so worked when school has not begun before emergency closing.

B. **Responsibilities of Head Custodian and Supervising Custodian**

The Head Custodian or Supervising Custodian as designated by the District in each building shall be the supervisor of the custodial personnel working within that particular building and is responsible to the Supervisor of Buildings and Grounds and the Principal of the Building.

C. **Building Checks and Mileage**

Building Head Custodians are required to participate in building checks. At the beginning of each fiscal year, schedules will be determined by the Supervisor of Buildings and Grounds in consultation with the affected employees based upon annual hours of need as follows:

High School	-	3 hours per check
Goff Middle School	-	2 hours per check
Elementary Schools	-	2 hours per check

Salary differentials will be determined upon an individual basis at the rate of time and one-half within the total allocations above. The differential determined will be added to the rate of pay as determined by the salary schedule.

In the event of illness or other absence from an assignment, a salary deduction will be made. The substitute will be paid at the rate of time and one-half.

Mileage for members of this bargaining unit shall be paid the current rate paid set by the IRS or any other government unit charged with setting such rate.

D. **Working Conditions - Lunch Period**

All custodians are entitled to and will have their work schedules so arranged that they will have, except in cases of extreme emergency, a duty-free and uninterrupted, one-half (1/2) hour, lunch period. In the event that their lunch hour is interrupted, the custodian is entitled to compensatory time during the day equal to the amount of time lost during the lunch period

E. **Working Conditions - General**

The SNU recognizes its responsibility for the general upkeep and maintenance of the plants and equipment of the School District. Nevertheless, the Unit believes that the total success of the service operation will result only with the understanding and cooperation of the students and faculty of each building. The Superintendent concurs in this belief and agrees that they or their designee will cause all practicable resources be taken to encourage all be concerned with and cooperate in the custodial and maintenance services within each school. To foster this feeling of mutual cooperation, the Superintendent will:

1. Improve the section in the District faculty handbook relating to staff awareness of and responsibility in student control as it relates to cleanliness and vandalism.

2. Instruct each principal to hold a meeting early in the school year with building staff covered under this unit.

3. Where possible, ask principals to establish a method of contract between the student body and the custodial staff (e.g., with student council or student task forces).

4. Encourage building principals to develop personal and social contacts between the instruction staff and members of the services unit (e.g., staff picnics, Christmas parties, etc.).

5. In case of an emergency declared by the District, any employee that is directed to work is to do so.

F. **Out-of-Title Work**

In the event that an employee is temporarily assigned to a higher paying position, they will be compensated for all time served during that assignment at the established rate for the position in accordance with the classification of the position but at the step which is the substitute's proper level provided the employee is qualified to assume the higher paying position.

G. **Night Differential**

Maintenance personnel working the third shift shall be paid forty (40) cents per hour additional over their regular hourly rate effective July 1, 2002.

H. **Custodial Workers/Day Custodians**

1. Effective July 1, 2002, employees in the Custodial Worker job classification shall receive a $.25 per hour wage adjustment in addition to the negotiated rate set for the Custodial Worker position in the first year of this Agreement.

2. Any full-time custodial worker may elect to upgrade to a competitive position of custodian which is open within the District and will be awarded such open position provided that he or she has passed the requisite civil service exam, is reachable, and is otherwise qualified for the position as required by law. When an employee who has upgraded from a day custodial worker position leaves the employ of the School District, the position vacated shall revert to a day-time custodial worker position.

ARTICLE VI - SPECIAL ITEMS PERTAINING TO TRANSPORTATION EMPLOYEES

A. **Period of Employment**

Bus Drivers appointed to full or part-time status prior to July 1, 1996 will have the option to work a 196 day school year. The terms and conditions for electing the 196 day option are set forth in Appendix D attached to this agreement. Bus Drivers appointed to full or part-time status after July 1, 1996 will work a 190 day school year.

If a driver is directed to attend a meeting (i.e., a disciplinary conference with building administrators) between 9:30 AM and 1:30 PM, the driver will be paid for attending such meeting at the regular hourly rate of pay. An employee shall have the right, at any such meeting, to be represented by a representative of CSEA, or a representative of their own choosing, but no other employee organization may represent an employee.

B. **Seniority List**

The Supervisor of Transportation will keep posted at all times a seniority list of all transportation workers.

C. **Bus Driver Position**

1. All positions will be formulated by the school administration and will be comprised of actual driving time, bus preparation and related activities. Positions so formulated shall be known as runs.

2. Regular part-time drivers shall be guaranteed for each run a minimum of two (2) hours plus fifteen (15) minutes for bus preparation.

3. All runs planned to commence with the opening of school in the Fall will be posted one (1) week prior to orientation day. Bus drivers will select the run they desire on orientation day. Selection shall be on a title seniority basis.

4. In the event that an employee leaves, retires or is terminated and the position becomes vacant, that position shall be made available to the next driver in seniority plus the next two (2) in seniority. However, bidding shall take place only in the event it increases the driver's working day. In the event the driver in seniority declines the vacant position, they cannot bid for another vacant position during that school year.

5. Senior and Head Bus Drivers who perform their duties primarily in the Transportation Office shall continue their duties and will not bid on route runs or be assigned to drive except in emergency conditions

D. **Mechanic Position**

1. Mechanic will be on duty in the bus garage until the last regular bus run is in, which will be approximately 6:15 PM. Differential pay for the second (2nd) shift mechanic(s) who hold this position will be forty (40) cents per hour.

2. Each regular mechanic shall receive an annual allowance up to $100 for the purchase of approved safety shoes which are to be used in the course of their employment. The District will reimburse the mechanic up to the amount of this allowance upon presentation of a paid and detailed receipt indicating the safety shoe purchased.

E. **Special Vacation Provision – Mechanics**

Mechanics may take one (1) week of their earned vacation anytime they desire during the period of time from the last day of school to the week before school starts in the fall.

F. **Extra Run Reimbursement**

Drivers will be reimbursed for a minimum of two (2) hours for any day trip that extends beyond their normal working day. A guarantee of a minimum of four (4) hours pay will be given for extra trips and a minimum of six (6) hours pay will be given for split trips other than those scheduled on a normal day.

G. **Mechanics as Drivers**

Mechanics and the Senior School Bus Driver will not be assigned to drive extra trips, originating after 5:00 PM or on Saturdays, Sundays, or holidays, except under unusual circumstances.

H. **Breakdown Time**

Drivers will be reimbursed for the extra time beyond their regular schedule when they are involved in a vehicle breakdown.

I. **Bus Driver Training Course**

In the event that the District provides a Driver Training Program for currently employed drivers outside their regularly scheduled work day, participants will be compensated for the actual course time attended as the regular straight time hourly rate of pay when the course is completed.

J. **Transportation of Students**

All transportation of students shall be by transportation personnel, except in the following situations:

1. BOCES or contract transportation of handicapped students;

2. Transportation of students who become ill and require transportation by the school nurse;

3. When the District transports six (6) or less students to an outside activity or athletic event, the District has sole discretion to use whatever means of transportation available;

4. When the District transports seven (7) or more students to an outside activity or athletic event, the District will use a school vehicle and a School District bus driver unless there is good and sufficient reason for not doing so. The President of SNU will be notified when such transportation is provided.

5. School District bus drivers, who are asked to participate in such bus runs, shall be paid their normal hourly rate, or overtime, whichever is applicable. Bus drivers, who stay overnight will be paid for fifteen (15) minutes before they are responsible to pick up passengers on the return trip. Bus drivers shall be guaranteed a six (6) hour per day minimum on all overnights.

6. School District bus drivers will be reimbursed for any reasonable lodging requirements and meals.

K. **Mechanic's Tools**

Full-time bus garage mechanics with the exception of the Head Mechanic are required to have their own tools. Any such mechanics who have served two (2) full years as a full-time mechanic with the District shall be entitled to a tool allowance. The tool allowance shall reimburse the mechanic for the mechanic's tools which are worn out or broken on the job. Mechanics may be reimbursed up to $150 per annum under the tool allowance program the details of which are contained in Appendix E, attached hereto. Effective July 1, 2002 this allowance shall be raised up to $200 per annum. Effective July 1, 2003, it shall be increased up to $250 per annum. Effective July 1. 2004, it shall be increase up to $300 per annum.

ARTICLE VII - MISCELLANEOUS

A. **Agreement**

This Agreement shall be for three (3) years beginning July 1, 2002 and expiring on June 30, 2005.

B. **Retirement Number**

The employee's retirement number or retirement number (none) shall be noted on a yearly intent to work form (salary notification).

C. **Personnel Files**

An employee has the right to review the contents of his/her personnel file at a mutually agreeable time. A request must be submitted no less than forty-eight (48) hours prior to the review. An employee may have a statement included in the file regarding any derogatory materials.

D. **Re-Licensing Fees**

The District will pay any re-licensing fees incident to meeting the New York State and/or Federal rules and/or guidelines regarding the operation of District vehicles by bus drivers, mechanics, grounds maintenance and other employees charged with driving District vehicles.

For example, if a new state regulation requires bus drivers to take an annual written test, the District would pay the fee for any such test; however, the District would not pay for the driver's remedial education classes if the driver would need to take such classes in order to earn a passing grade on the test.

E. **Committees**

CSEA members will be invited to participate on district-wide committees.

F. **Salary Schedules Agreement**

The salary schedules of the 2001-02 school year attached as Appendices A-C of the July 1, 1999 to June 30, 2002 collective bargaining agreement shall be amended so as to reflect an increase of:

- 4.0% on each step of the schedules for 2002-03, plus increment where due;
- 4.5% on each step of the schedules for 2003-04, plus increment where due;
- 5.0% on each step of the schedules for 2004-05, plus increment where due.

EAST GREENBUSH CENTRAL SCHOOL DISTRICT
APPENDIX "A"
MAINTENANCE & CUSTODIAL WAGE RATES
IN 2002-2003

CLASSIFICATION	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7
Head Custodian	$12.95	$13.85	$14.73	$15.22	$15.86	$16.33	$16.85
Groundskeeper	$11.96	$12.74	$13.53	$13.88	$14.36	$14.82	$15.23
Building Maintenance Mechanic Building Maintenance Worker Truck Driver A-V Maintenance Worker	$11.17	$11.97	$12.74	$13.11	$13.58	$14.04	$14.46
Custodial Worker	$10.23	$10.92	$11.38	$11.75	$12.13	$12.46	$12.83
Custodian	$11.23	$11.92	$12.38	$12.75	$13.13	$13.46	$13.83
Head Custodian, Districtwide Nights Head Groundskeeper					$17.63	$18.69	$20.00
Supervising Custodian					$19.39	$21.06	$23.14
Head Building Maintenance Mechanic					$20.23	$21.98	$23.66
Substitutes	$9.41						

EAST GREENBUSH CENTRAL SCHOOL DISTRICT
APPENDIX "A"
MAINTENANCE & CUSTODIAL WAGE RATES
IN 2003-2004

CLASSIFICATION	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7
Head Custodian	$13.53	$14.47	$15.39	$15.90	$16.57	$17.06	$17.61
Groundskeeper	$12.50	$13.31	$14.14	$14.50	$15.01	$15.49	$15.92
Building Maintenance Mechanic Building Maintenance Worker Truck Driver A-V Maintenance Worker	$11.67	$12.51	$13.31	$13.70	$14.19	$14.67	$15.11
Custodial Worker	$10.69	$11.41	$11.89	$12.28	$12.68	$13.02	$13.41
Custodian	$11.74	$12.46	$12.94	$13.32	$13.72	$14.07	$14.45
Head Custodian, Districtwide Nights Head Groundskeeper					$18.42	$19.53	$20.90
Supervising Custodian					$20.26	$22.01	$24.18
Head Building Maintenance Mechanic					$21.14	$22.97	$24.72
Substitutes	$9.83						

EAST GREENBUSH CENTRAL SCHOOL DISTRICT
APPENDIX "A"
MAINTENANCE & CUSTODIAL WAGE RATES
IN 2004-2005

CLASSIFICATION	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7
Head Custodian	$14.21	$15.19	$16.16	$16.70	$17.40	$17.91	$18.49
Groundskeeper	$13.13	$13.98	$14.85	$15.23	$15.76	$16.26	$16.72
Building Maintenance Mechanic Building Maintenance Worker Truck Driver A-V Maintenance Worker	$12.25	$13.14	$13.98	$14.39	$14.90	$15.40	$15.87
Custodial Worker	$11.22	$11.98	$12.48	$12.89	$13.31	$13.67	$14.08
Custodian	$12.33	$13.08	$13.59	$13.99	$14.41	$14.77	$15.17
Head Custodian, Districtwide Nights Head Groundskeeper					$19.34	$20.51	$21.95
Supervising Custodian					$21.27	$23.11	$25.39
Head Building Maintenance Mechanic					$22.20	$24.12	$25.96
Substitutes	$10.32						

EAST GREENBUSH CENTRAL SCHOOL DISTRICT
APPENDIX "B"
FOOD SERVICE WAGE RATES
IN 2002-2003

CLASSIFICATION	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7
Cook Manager - Columbia & Goff	$10.08	$10.60	$11.25	$11.89	$12.51	$13.06	$13.18
Cook #1	$9.33	$9.80	$10.34	$10.86	$11.32	$11.88	$11.99
Cook	$9.06	$9.64	$9.97	$10.40	$10.82	$11.26	$11.38
Food Service Helper	$8.74	$9.24	$9.33	$9.64	$9.97	$10.40	$10.51
Substitutes	$8.24						

FOOD SERVICE WAGE RATES
IN 2003-2004

CLASSIFICATION	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7
Cook Manager - Columbia & Goff	$10.53	$11.08	$11.76	$12.43	$13.07	$13.65	$13.77
Cook #1	$9.75	$10.24	$10.81	$11.35	$11.83	$12.41	$12.53
Cook	$9.47	$10.07	$10.42	$10.87	$11.31	$11.77	$11.89
Food Service Helper	$9.13	$9.66	$9.75	$10.07	$10.42	$10.87	$10.98
Substitutes	$8.61						

EAST GREENBUSH CENTRAL SCHOOL DISTRICT
\PPENDIX "B"
FOOD SERVICE WAGE RATES
IN 2004-2005

CLASSIFICATION	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7
Cook Manager - Columbia & Goff	$11.06	$11.63	$12.35	$13.05	$13.72	$14.33	$14.46
Cook #1	$10.24	$10.75	$11.35	$11.92	$12.42	$13.03	$13.16
Cook	$9.94	$10.57	$10.94	$11.41	$11.88	$12.36	$12.48
Food Service Helper	$9.59	$10.14	$10.24	$10.57	$10.94	$11.41	$11.53
Substitutes	$9.04						

EAST GREENBUSH CENTRAL SCHOOL DISTRICT
\PPENDIX "C"
TRANSPORTATION WAGE RATES
IN 2002-2003

CLASSIFICATION	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7
Bus Driver	$13.04	$14.18	$14.81	$15.46	$16.21	$16.96	$18.03
Senior School Bus Driver	$13.64	$14.77	$15.40	$16.06	$16.82	$17.56	$18.65
Head Bus Driver	$14.85	$15.97	$16.61	$17.25	$18.01	$18.75	$19.84
Mechanic	$13.51	$14.66	$15.26	$15.96	$16.69	$17.42	$18.57
Head Mechanic				$17.64	$18.42	$19.23	$20.47
Substitute Driver Trip Rate	$33.66	$37.08	$40.06				

TRANSPORTATION WAGE RATES
IN 2003-2004

?LASSIFICATION	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7
Bus Driver	$13.63	$14.82	$15.48	$16.16	$16.94	$17.72	$18.84
Senior School Bus Driver	$14.25	$15.43	$16.09	$16.78	$17.58	$18.35	$19.49
Head Bus Driver	$15.52	$16.69	$17.36	$18.03	$18.82	$19.59	$20.73
Mechanic	$14.12	$15.32	$15.95	$16.68	$17.44	$18.20	$19.41
Head Mechanic				$18.43	$19.25	$20.10	$21.39
Substitute Driver Trip Rate	$35.17	$38.75	$41.86				

EAST GREENBUSH CENTRAL SCHOOL DISTRICT
APPENDIX "C"
TRANSPORTATION WAGE RATES
IN 2004-2005

CLASSIFICATION	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7
Bus Driver	$14.31	$15.56	$16.25	$16.97	$17.79	$18.61	$19.78
Senior School Bus Driver	$14.96	$16.20	$16.89	$17.62	$18.46	$19.27	$20.46
Head Bus Driver	$16.30	$17.52	$18.23	$18.93	$19.76	$20.57	$21.77
Mechanic	$14.83	$16.09	$16.75	$17.51	$18.31	$19.11	$20.38
Head Mechanic				$19.35	$20.21	$21.11	$22.46
Substitute Driver Trip Rate	$36.93	$40.69	$43.95				

APPENDIX D

Per Article VI, Paragraph A, Bus Drivers appointed to full or part-time status prior to July 1, 1996 will have the option to work a 196 day contract school year or a 190 day school year. These Bus Drivers must elect the 196 or 190 day year not later than July 15th, annually on the form provided in this Appendix.

The following rules pertain to drivers who elect the 196 day year:

1. Drivers will be assigned duties to achieve the additional six (6) days of work. The additional six (6) days will be accounted for on an hourly basis. Example: Bus Driver is assigned to a 6.5 hour run for the school year.

   For that school year, the driver's base pay will be computed by multiplying 190 days times 6.5 hours (or 1,235 hours) times their hourly rate of pay. Then to complete the contract school year, this driver's base 190 school year pay will be added to by six (6) days' pay computed by multiplying six (6) days times 6.5 hours (or 39.0 hours) times their hourly rate of pay.

2. The election form will also serve to log the hours worked to complete the 196 day school year.

3. Drivers may request certain dates that they will not be available for work during the year when opting to work 196 days. The Transportation Supervisor will endeavor to honor these requested non-work dates if the request is reasonable.

4. The Transportation Supervisor will have discretion in the actual assignment of specific daily tasks to each driver. Samples of tasks are listed below. This is not an all-inclusive list.

   a) **August** – approximately two weeks before school opens:
      1. Pre-trip bus inspections
      2. Road test of buses
      3. Registration and insurance card updates
      4. Paint bumpers and wheels
      5. Organization/layout of yearly parking plan
      6. Prepare parking lot (sweep, paint lines, etc.)
      7. Touch up rust spots on buses
      8. Clean and paint stair wells
      9. Clean and paint fuel pump area

b) **September – May:**

1. Paint interior areas of Bus Garage including rest rooms, office, and drivers areas
2. Clean and paint certain garage equipment
3. Assist in inventory of small items such as light bulbs, nuts and bolts, and other bus parts
4. Clean spare buses
5. Shuttling snow plow operator
6. Clear snow by shovel or snowblower from doorways, pumps, and walk areas
7. Driving duties, e.g. securing bus parts from vendors in an emergency, delivering and retrieving of buses sent out for contracted repairs, or shuttling of passengers during special events such as WinterFest
8. Clean and paint stair wells
9. Filing and inventories of items such as vehicle reports
10. Office assignments when filling in for a regular employee who must be absent from work due to illness, jury duty, vacation, mandatory drug testing, etc.

5. In addition to performing duties such as those listed in four (4) above, drivers may also elect to apply extra trip hours worked to the additional hours which must be accounted for under this Appendix. This voluntary election would constitute the pay for such extra trips which normally arise from Theater, Field, or Athletic runs.

6. Drivers must complete the number of hours necessary to fulfill their 196 day obligation not later than May 31st each year. Drivers who fail to do so will be assessed sick leave for the time not worked unless some other arrangement is mutually agreed upon to meet this requirement.

BUS DRIVER* WORK YEAR ELECTION FORM & ASSIGNMENT LOG

*Applies only to bus drivers appointed prior to 7/1/96 pursuant to Article VI. Election must be made on or before July 15th.

_____
Last First MI

Check One:
_____ 190 day school year
_____ 196 day contract school year

Drivers electing 196 days must request dates on which no assignment will occur here: _____

6 ADDITIONAL DAY ASSIGNMENT LOG (IN HOURS)

Date Worked	Duty Assigned	# Hours Worked	Balance Remaining	Employee Initials	Supervisor's Signature
__/__/__	_____	_____	_____	_____	_____
__/__/__	_____	_____	_____	_____	_____
__/__/__	_____	_____	_____	_____	_____
__/__/__	_____	_____	_____	_____	_____
__/__/__	_____	_____	_____	_____	_____
__/__/__	_____	_____	_____	_____	_____
__/__/__	_____	_____	_____	_____	_____
__/__/__	_____	_____	_____	_____	_____
__/__/__	_____	_____	_____	_____	_____
__/__/__	_____	_____	_____	_____	_____
__/__/__	_____	_____	_____	_____	_____
__/__/__	_____	_____	_____	_____	_____

June 1st Certification

I hereby certify that the hours shown above were actually worked and that the driver was not compensated in any other way for those hours and duties listed above. (**NOTE:** send form to Payroll after both signatures are affixed below)

_____ _____ _____ _____
Driver Date Transportation Supervisor Date

APPENDIX E

Per Article V, Paragraph K, regarding Bus Mechanics Tools, the following rules apply:

1. The District will reimburse:
   - up to $200 per annum for the period July 1, 2002 through June 30, 2003, and
   - up to $250 per annum for the period July 1, 2003 through June 30, 2004,
   - up to $300 per annum for the period July 1, 2004 through June 30, 2005.

   for each full-time bus garage mechanic, exclusive of the Head Mechanic, for personal tools which become worn out or broken on the job. To qualify, the bus mechanic must have served two full years as a full-time mechanic with the District.

2. The District will provide shop tools for use by all bus garage mechanics. A listing of District-owned shop tools, as of the date this agreement was signed, appears below. The District will endeavor to maintain these shop tools in good working order and, when necessary, will replace shop tools which are broken and not repairable at a reasonable cost.

Shop Tools

1 55 ton hydraulic press (O.T.C.) plus Bearing puller assortment
2 drill press
1 ¾" impact wrench
22 ¾" impact sockets
2 sledge hammers
2 "A" Frame, under lift style, jack stands
1 (O.T.C.) under lift style, transmission jack
1 (O.T.C.) Wheel Dolly
1 (Landa) pressure washer
1 "American Forge" engine hoist
1 "Hein, Warner" Wheel Dolly
1 "Heine Warner" porta-power
8 "Lincoln" Jack Stands
1 "Miller" arch welder
1 "Big Four" bubble style wheel balancer
1 (O.T.C.) engine stand
1 "John Bean" tire machine
1 "Miller" Mig Welder
1 "Star" brake lathe
1 High lift wheel dolly (Norco)

1 ¾" Torgue wrench and sockets (Snap-on)
2 Oil drain pans – 3613 Lincoln
1 Cordless circular saw (DeWalt)
1 Air power rivet gun
1 Sand Blaster (Snap-on)
2 Torch sets
1 "Solar" Mig welder
1 "Associated" battery charger
1 "White Industries" air conditioning recharge system
2 bench grinders
1 metal bender
2 respirator masks
2 air compressors
1 small Skill saw
2 disk grinders
3 step ladders
1 metal cutting band saw
1 Snap-on Scan Tool (for diagnosing electronic engine systems)
1 DeWalt 3/8" drill

Note: Brand names are for reference only.

3. **Procedure for Reimbursement**

a. When a qualifying bus mechanic believes a non-shop tool, i.e. the bus mechanic's personal-owned tool, has been worn out or broken on the job, (s)he shall purchase a new tool to replace the old tool.

b. After the above purchase, (s)he will present the new tool, the paid receipt for that new tool, and the old tool to the Head Mechanic for inspection.

c. After inspecting and approving the three (3) items listed in (b) above, the Head Mechanic shall:

1. Take possession of the old tool and dispose of that tool.
2. Sign and date the mechanic's receipt and return that receipt to the bus mechanic.

d. Each June 1st, all eligible mechanics employed on that date shall prepare a claim voucher listing the tools purchased between June 1 of the previous year and May 31st of the current year. Such listing will include the date of purchase, a brief description of each tool, and the cost they paid for each tool. The bus mechanic shall attach each receipt signed by the Head Mechanic, per (c) above, to the claim voucher. This claim voucher shall be submitted to the

Transportation Supervisor not later than 2 working days after June 1 for final approval, processing, and drawing of the District's reimbursement check to the qualifying bus mechanic in an amount not to exceed that specified in this Appendix Section, Paragraph 1.

EAST GREENBUSH CENTRAL SCHOOL DISTRICT **Appendix F**
SICK LEAVE BANK – SERVICE NEGOTIATING UNIT (CSEA)

TRUSTEE RULES AND FORMS

Purpose
The purpose of the sick leave bank is to provide financial relief for members who suffer a long-term disabling illness or other disability and whose sick day reserve has been exhausted.

Procedures

1. Application must be made on the approved form and all information requested must be provided.

2. Any member whose sick day reserve is exhausted and who is unable to work may apply for financial relief from the sick bank provided that he/she has been unable to work for a period of twenty-five (25) working days.

   The twenty-five (25) waiting period referred to above is waived under the following circumstances:

   a. A member with one (1) but less than three (3) years service.
   b. A member whose sick reserve has been exhausted by a major illness or disability which must be medically verifiable. This may be verified by examination and/or consultation with the employee's physician.
   c. A member whose sick reserve has been exhausted by a medically verifiable chronic condition.

3. In the event that a member's disability qualifies him/her for Social Security disability benefits, "no fault" disability, public relief, or such disability plan that may be implemented by the District, the sick day pool will provide financial assistance that would supplement such payments up to the level of the member's regular salary.

4. Benefits shall not be restricted to any one (1) school year.

5. A person who qualified for retirement disability is not eligible for sick bank benefits.

6. The continued eligibility of a member receiving benefits from the sick bank shall be reviewed every thirty (30) work days. Updated medical documentation may be required for such reviews.

Guidelines for Eligibility

Maximum eligibility from sick bank will be determined as follows:
Maximums noted are for any two consecutive year period.

Length of Service in District	Sick Bank Eligibility
1 – 3 years	27 days
4 – 6 years	54 days
7 and greater	90 days

For those members who have accumulated a maximum reserve, the maximum eligiblity from the sick bank shall be 110 days.

The guidelines for the sick bank shall take effect on September 1, 1999. This guideline is in effect until June 30, 2005.

Appeal

Whenever a member wishes to appeal the decision of the trustees or whenever the trustees cannot agree, the appeals process shall be initiated. A member wishing to appeal shall make known his or her desire in writing to both the Superintendent and the President of the Association. In the case where the trustees cannot agree the appeal procedure shall be automatically initiated. In any appeals procedure the applicant shall have the right to representation, to all witnesses on his behalf, and to provide documentation. At least two (2) weeks, but no more than three (3) weeks preparation shall be provided between the decision of the trustees and the first meeting of the appeal board. The trustees can appear before the appeals board to represent their point of view, but they shall not vote in the decision of the appeals board.

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

Danny Donohue, President