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# **AGREEMENT**

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by and between the

**BOARD OF EDUCATION**

of the

**HASTINGS-ON-HUDSON UNION**

**FREE SCHOOL DISTRICT**

and the

**CIVIL SERVICE**

**EMPLOYEES ASSOCIATION, INC.**

Local 1000, AFSME, AFL-CIO

**CSEA**

**Hastings Association of Office and Auxiliary Personnel Unit**

**Westchester County Local 860**

**July 1, 2003 - June 30, 2006**

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# **ARTICLE 1 THE AGREEMENT**

## **1.1 Definitions**

Definitions as used herein, the following terms shall have these meanings:

"Employer" means the Hastings-on-Hudson Board of Education.

"Union" means the Civil Service Employees Association, Local 1000 AFSCME AFL-CIO for the Hastings Association of Office and Auxiliary Personnel.

## **1.2 Appropriate Unit**

The Appropriate Employer-Employee negotiating unit to which this Agreement applies consists of all employees of the Board of Education listed on the attached salary schedule, except those employees designated as confidential by PERB.

# **ARTICLE 2 RECOGNITION**

## **2.1**

The Board recognizes C.S.E.A. as the exclusive representative for collective negotiations with respect to salaries, hours and other terms and conditions of employment.

# **ARTICLE 3 EMPLOYEE ORGANIZATIONAL RIGHTS**

## **3.1 Payroll Deductions**

C.S.E.A. shall have exclusive payroll deductions of membership dues.

The Civil Service Employees Association, Inc., having been recognized or certified as the exclusive representative of employees within the bargaining unit represented by this Agreement shall have deductions made from the wage or salary of employees of said bargaining unit who are not members of the Civil Service Employees Association, Inc., the amount equivalent to the dues levied by the Civil Service Employees Association, Inc. The District shall make such deductions and transmit the amount so deducted, along with a listing of such employees to: Civil Service Employees Association, Inc., 143 Washington Avenue, Albany, New York, 12210.

C.S.E.A. hereby holds the School District harmless for any funds deducted and transmitted pursuant to this provision and to indemnify the School District from any liability resulting from such deductions. The C.S.E.A. hereby represents

that it has instituted a lawful rebate procedure which complies with all statutory and constitutional mandates. If for any reason said rebate procedure is deemed unlawful by a Court of competent jurisdiction, the School District shall no longer have an obligation to deduct agency shop until such time as C.S.E.A.'s rebate procedure is deemed lawful by an appropriate authority.

### **3.2 Remittance**

Dues will be deducted each payroll period and will be transmitted to the Union at its designated address.

### **3.3 Representative Rights**

Employees shall have the right to be represented by the Union, to negotiate collectively with the Employer in the determination of their wages, hours, and terms and conditions of employment and the administration of grievance.

### **3.4 Bulletin Board**

The Board will provide a reasonable amount of exclusive bulletin board space in each building for the purpose of posting bulletins, notices and material issued by the C.S.E.A.

### **3.5 Meeting Space**

Where there is appropriate available meeting space in buildings owned by the Board it shall be offered to C.S.E.A. for specific meetings, provided that request for the use of such space is made in advance in accordance with Board policy.

### **3.6 Access to Employees**

C.S.E.A. representatives shall have access to individual employees and facilities subject to the approval of the Building Supervisor to explain C.S.E.A. membership, services and programs, and to administer the terms of this Agreement. Such access shall not interfere in any way with an employee's work obligations.

### **3.7 Board Meetings**

The C.S.E.A. Unit President shall be furnished with the date, time, place and agenda of all Board Meetings. This will be available in the Board of Education Office or sent through inter-office mail.

### **3.8 Organizational Leave**

C.S.E.A. delegates shall be granted organizational leave with pay to attend

C.S.E.A. conventions, seminars and conferences. Personal Leave days may be used for this purpose.

### **3.9 Coffee Breaks**

All full time employees shall be entitled to a fifteen (15) minute coffee break at a time which is subject to the approval of the Building Supervisor.

## **ARTICLE 4 WORK YEAR - WORK DAY**

### **4.1 Work Year**

All ten (10) month employees covered under this Agreement will work in conformance with the school teacher calendar except they will work until June 30; all 12 month employees covered under this Agreement will work in conformance with the school calendar.

For calculation of daily or bi-weekly payroll purposes, the work year shall be defined as follows:

10 months shall equal 200 days

12 months shall equal 240 days

The District's current practices with respect to payment of salary for work during the recess periods shall be continued.

The work year for ten (10) month employees shall commence the week before school begins and end no later than June 30<sup>th</sup>. Ten month employees shall not be required to work more than three (3) days before school begins and/or during summer, and may choose which three (3) days they prefer to work, with administration's approval, exercising such preference in writing prior to the end of the prior school year. However, it is understood and agreed that no personal days without reason may be taken during the week before school begins.

Summer work shall first be offered to members of the bargaining unit.

### **4.2 Working Day**

The full working day for 12 month office staff shall be seven (7) hours from September 1 through June 30. The summer working day for office staff will be six (6) hours from July 1 through August 31.

It is agreed that all full time employees working 3 ½ hours or more are entitled to a regularly scheduled lunch period.



### **4.3 School Delays**

In the event there is a delay in the opening of school for students, as a result of the weather or other unforeseen event, all employees of the bargaining unit shall make every good faith effort to report at their regular commencement time for work, unless otherwise notified by the Superintendent or his/her designee.

## **ARTICLE 5 OVERTIME**

### **5.1**

Any employee who is assigned to work in excess of forty hours shall be paid at the rate of time and one-half of all hours worked or may, at the discretion of the employee, accrue compensatory time off at the same rate. Such accrued compensatory time may not exceed 240 hours. Employees who are assigned to work beyond their normal work week but do not exceed forty hours will be compensated at straight time for all such hours. Employees will have the option of refusing to work overtime.

### **5.2 Field Trips and Overnight Trips**

#### Field Trips:

When a nurse is required to go on a field trip, s/he will receive regular compensation for the first seven (7) hours of work. Any time over the 7 hours, s/he will receive overtime payment (time and one-half).

#### Overnight Trips:

When a nurse is required to go on an overnight trip lasting two days/one night or more, s/he will receive 7 hours of regular pay for each day, teacher's chaperone stipend for each day, and a compensatory day (7 hours) for each trip.

## **ARTICLE 6 OUT OF TITLE PAY**

### **6.1**

When an employee is directed to perform substantial duties of a higher classification for a period of ten consecutive work days, said employee shall, commencing with the eleventh (11) consecutive work day, be paid at least the lowest rate currently paid in such classification, or at least one increment step in the higher classification above the employee's current rate, whichever is higher.

## **ARTICLE 7 COMPENSATION**

### **7.1**

Effective July 1, 2003, each step of the salary schedule in effect shall reflect a 3.5% percent increase. Additionally, any employee due an increment shall advance accordingly.

Effective July 1, 2004, each step of the salary schedule in effect shall reflect a 3.5% percent increase. Additionally, any employee due an increment shall advance accordingly.

Effective July 1, 2005, each step of the salary schedule in effect shall reflect a 3.5% percent increase. Additionally, any employee due an increment shall advance accordingly.

Effective July 1, 2004, the salary schedule shall be revised with the addition of a new step 8. The new step shall reflect a 2% increase over step 7.

Effective July 1, 2003, a Column VIA will be added and the following titles will be moved into that column: Secretary to Principal, Senior Office Assistant - Automated Systems, Senior Purchasing Clerk, Senior Accounting Clerk, and Accountant with an increase of \$400 over Column VI for 2003-04, an increase of \$800 over Column VI for 2004-05 and an increase of \$1,200 over Column VI for 2005-06, for each step.

Effective July 1, 2003, the current Column III (Senior Library Clerk) will be eliminated and the current Column IIA (Teacher Aide) will be reclassified as Column III.

### **7.2 Placement on Salary Schedule**

Based upon experience, new employees may be hired up to step four (4) on the salary schedule. A new employee may be hired on step five (5) or above if his/her qualifications, training and experience, in the reasonable opinion of the district, justify such placement on the salary schedule.

Promotions: Whenever a person is promoted from one classification to a higher classification, that person shall be moved to a corresponding salary on the salary guide for the higher classification. On promotion, the minimum amount of salary increase shall be \$200 or the nearest step thereafter.

### **7.3 Longevity Payments**

Effective July 1, 2003, a longevity increment shall be granted as follows:

After nine years of service	\$650.
After fourteen years of service	\$750.
After nineteen years of service	\$850.
After twenty-four years of service	\$1,050.

Effective July 1, 2004, a longevity increment shall be granted as follows:

After nine years of service	\$675.
After fourteen years of service	\$775.
After nineteen years of service	\$875.
After twenty-four years of service	\$1,075.

Effective July 1, 2005, a longevity increment shall be granted as follows:

After nine years of service	\$700.
After fourteen years of service	\$800.
After nineteen years of service	\$900.
After twenty-four years of service	\$1,100.

#### **7.4 Broken Eyeglasses**

It is agreed that the Board will reimburse employees up to \$75 per pair of glasses broken by students.

#### **7.5 Evaluation**

Members of the bargaining unit will be evaluated at least annually and will be given an annual performance appraisal.

## **ARTICLE 8 HEALTH INSURANCE**

### **8.1**

Members of the bargaining unit shall receive individual or family hospitalization. The Board of Education shall pay the premium, minus the employee's annual premium contribution, for such insurance and any employee who opts for a different health insurance plan, i.e., HMO, shall absorb any additional costs.

Notwithstanding anything to the contrary set forth in this Article, effective July 1, 1997, members of the bargaining unit opting for health insurance coverage under the terms of this Agreement shall be obligated to pay a portion of the premium through payroll deduction. Commencing July 1, 2003, an employee's annual premium contribution shall be as set forth below:

### Health Insurance Annual Premium Contribution

For 2003-04 and 2004-05, an employee's annual premium contribution shall remain the same as 2002-03:

Single person -	\$120.00
Two Persons -	\$252.00
Family -	\$269.00

For the 2005-06 year, contribution will be

Single person -	\$250.00
Two Persons -	\$350.00
Family -	\$400.00

Any employee hired after July 1, 2003 who works 17.5 hours or more but less than 30 hours per week, will contribute 7% of the health insurance premium.

The District reserves the right to change health insurance carriers so long as the benefits being offered by the new insurance carrier or self-insured benefits are comparable to the overall benefits schedule being provided by the District for eligible employees, dependents, and retirees at the time of conversion. However, it is understood and agreed that moderate changes in co-pays and deductibles shall not be considered a change in the overall benefit structure.

The Board of Education reserves the right to change health insurance carriers. However, the Board of Education agrees to give the Hastings Clerical Association one hundred twenty (120) calendar days notice prior to a conversion. At the time of such notice, the Board of Education shall also provide details of the plan to which it proposes to change. Within sixty (60) calendar days of such notice, the CSEA shall provide the Board with a statement as to its position on whether the new plan is equal to or better than the overall benefit schedule of the current plan. If the CSEA objects to any portion of the plan it must indicate where the new plan is out of compliance. The parties will work together to resolve areas of alleged non-compliance within thirty (30) calendar days of CSEA submission. Within ninety (90) calendar days of the Board's original notice, the CSEA may immediately demand expedited arbitration by submitting such a demand to American Arbitration Association.

If the CSEA does not demand arbitration within the ninety (90) day period, the Board may convert to the proposed plan. An arbitration date will be set by the arbitrator within thirty (30) days of submission of such demand and an award shall be rendered by the arbitrator within ten (10) days of the final date of hearing with a decision to follow thereafter. If the arbitrator determines that the proposed plan is not equal to or better than the overall benefit schedule in effect at the time of the proposed conversion, the Board shall be ordered by the arbitrator to remain in the existing plan. If the challenged portion of the proposed plan is equal to or better than the plan in effect at the time of the proposed conversion, the Board may convert to the new plan.

Members of the bargaining unit who are covered under another health insurance plan through either a spouse or relative may opt to waive coverage under the District's insurance policy for a full year by completing the appropriate form furnished by the District. In order to be eligible for this option, a member of the bargaining unit must certify that he or she has health insurance through another source other than the District. The District will pay these employees an amount equal to 50% of the net savings on premiums that would be expended on their behalf, taking into account any retirement or social security that must be paid, should such be necessary. The District will pay any employee hired after July 1, 2003 who is covered under another health insurance plan an amount equal to 50% of the individual health premiums that would be expended on their behalf taking into account any retirement or social security that must be paid, should such be necessary.

An employee may reduce coverage (i.e., family to individual) and receive 50% of the net savings. Employees electing to waive or reduce coverage must do so by October 15 with the provision of this paragraph taking effect on January 1. Payment to the employee shall be made in two halves, with the first half being made during the first payroll period in October. Reinstatement of full coverage may be made by notifying the District in writing no later than October 15 of the succeeding year. Reinstatement will take place on January 1. In the event of an emergency causing the loss of insurance through another source, the previously stated notification deadlines may be waived to the extent there is no conflict with the requirements of the District's insurance carrier. If reinstatement occurs during such an emergency, as permitted by the District's carrier, the employee will repay, pro rata, any amount already forwarded to him or her.

## **8.2 Retirees**

The Board will pay eighty-five (85%) percent of the cost of the premiums for retirees who have completed ten (10) years of service with the District and their dependents.

## **8.3 Life Insurance**

All unit member employees shall be provided with life insurance in the amount of \$40,000.00.

## **8.4 Section 125 Plan**

The employees of the unit shall be entitled to participate in an IRS Section 125 Plan to cover health insurance premium contributions, uncovered medical expenses and dependent care expenses.

## **ARTICLE 9 EMPLOYEE BENEFIT FUND**

### **9.1**

Effective July 1, 2003, the Board of Education shall contribute the sum of seven hundred seventy-five (\$775.00) dollars per employee toward the Hastings Association of Office and Auxiliary Personnel Benefit Fund. These monies shall be used to purchase benefits such as dental plan, optical plan, etc. Effective July 1, 2004 the Board's contribution shall be increased to eight hundred (\$800.00) per employee. Effective July 1, 2005 the Board's contribution shall be increased to eight hundred twenty-five (\$825.00) per employee.

### **9.2**

All unit members shall be provided with the CSEA Family Employee Benefit Fund Platinum Vision Plan.

## **ARTICLE 10 RETIREMENT**

### **10.1**

Eligible members of the bargaining unit shall belong to New York State Employees Retirement System. Tier I and II members shall be covered under Retirement and Social Security Law Section 75i. Tier III and Tier IV members shall receive the benefits of the CO-ESC plan. It is further agreed that the Board of Education shall provide coverage under Retirement and Social Security Law Section 41j and 60b of the New York State Employees Retirement System. Members of the bargaining unit shall be provided pamphlets from the State of New York, to the extent that they are available, which outline the various benefits of membership in the Retirement System.

## **ARTICLE 11 HOLIDAYS**

Holidays shall be according to school calendar. July 4th shall be a holiday for all twelve (12) month employees. If July 4th falls on a weekend, then an alternate day off shall be provided.

## **ARTICLE 12 VACATION WITH PAY (12 MONTH EMPLOYEES)**

### **12.1 Vacation Schedule (Twelve month employees)**

The amount of vacation which may be utilized by an employee shall be determined as of July 1 following an employee's anniversary date. Vacation days will be prorated for employees who have not served one full year, effective July 1, following the employee's date of hire.

Vacation schedule shall be two weeks vacation after one (1) year of service; three weeks vacation after seven (7) years of service. The third week of vacation may be taken at a time other than during the summer months, providing the interests of the District are not penalized thereby. The determination regarding vacation is to be made by the Superintendent or designee on advice of the building principal where applicable.

## **ARTICLE 13 SICK LEAVE**

### **13.1 Sick Leave**

Sick leave shall be cumulative to 180 days for all full time employees. Full time is defined as any person under contract working 3 ½ or more hours per day. Full time employees shall be entitled to 1 ¼ sick days leave per month. June 30 annually shall be the date of determining eligibility.

After five (5) or more consecutive work days of illness, a certificate from a medical doctor may be required before a member of the bargaining unit can qualify for further sick leave under this Article. Upon the employee's return the employee shall present a certificate on which the doctor certifies that the employee is physically able to assume all regular duties of his/her position and the reason for the absence. If not able to return after five (5) days, the employee shall send in to his/her supervisor a certificate giving some indication when the employee may be able to resume regular duties and the nature of the disability causing the absence. If the employee is not able to return within two weeks of the initial absence, subsequent certificates will be required after each two weeks of absence and a verification of ability to return from a licensed physician must be provided by the employee upon return to work indicating that the employee is physically able to assume all regular duties of the position. Failure to provide any required certificate will disqualify the employee from eligibility for further sick leave. The District reserves the right to have the employee examined by a District physician upon his/her return at District expense.

## **13.2 Sick Leave Bank**

A Sick Leave Bank (SLB) shall provide income protection to members of the bargaining unit (hereinafter "member") with one (1) year of service or more in the District in the event of long-term catastrophic illness or injury.

### **Contributions**

The District will contribute one (1) sick day per employee annually for the SLB which may be used by an employee upon certified illness and upon exhaustion of all credits. All sick days contributed to the SLB shall be carried over from year to year.

### **Withdrawals**

- a. Application for withdrawals may be made by a member only after his/her accumulated leave has been exhausted. Further, there shall be a twenty (20) school day waiting period before benefits may be available which shall be compensated retroactively upon approval. This period will be reduced by one day for each two full years of service in the District.
- b. Should a member be unable to do so, a member's family member or an agent may prepare and file a Withdrawal Request on behalf of the member.
- c. Each Withdrawal Request must be accompanied by a statement signed by a physician confirming the nature of the illness or injury and the anticipated duration of the resulting incapacity to attend to the member's duties.
- d. Should the SLB committee so request, either before or after approval of withdrawal requests, the member shall be required to undergo a medical review by a physician of the District's choice at District expense. Failure to comply with such request shall result in disapproval or cancellation of the withdrawal Request.
- e. The SLB Committee may not grant a withdrawal of more than forty (40) days for any one (1) illness or injury.
- f. The SLB Committee shall have the right to disapprove Sick Leave Withdrawal Request for any appropriate reasons.
- g. The SLB Committee made up of two appointees chosen by the Union and two appointees chosen by the Superintendent shall administrate the SLB.



## Benefit Coverage

- a. The District shall continue to pay the health insurance premiums during the period of approved absence.
- b. There shall be no leave accrual during the period of approved absence.

### **13.3 Sickness in Family**

Five school days may be allowed in each year for emergency illness in the immediate family: Mother, Father, Legal Guardian, Brother, Sister, Husband, Wife, Child, Legal Ward, Mother-in-Law, Father-in-Law, Stepmother, Stepfather.

## **ARTICLE 14 PERSONAL LEAVE**

### **14.1 Personal Leave**

Five days of personal leave may be granted, not to be cumulative. These days may be used for official religious observances, house closings, legal court appearances, off-spring's graduation from high school and higher institutions of learning, taking a child to and from college (two days per year) and such other cogent reasons as determined by the Superintendent of Schools.

Personal leave requests shall not be honored on days preceding or following holidays or vacations unless an emergency exists as determined by the Superintendent or his/her designee. Two of these days may be personal without reason. Employees may take personal leave without reason following the last day of school up to June 30th of each year. Permission must be obtained in advance and will not be withheld without just cause. Personal days must be obtained in advance unless there are unusual extenuating circumstances. Personal leave day is defined as days or day for business which cannot be conducted outside the normal work day.

All unexplained personal days which are not used will be accumulated as sick leave at the end of each fiscal year.

## **ARTICLE 15 BEREAVEMENT LEAVE**

### **15.1 Bereavement Leave**

- a. Up to five days per year per occurrence non-cumulative shall be granted each employee as "bereavement leave" in the event of death in the immediate family. Immediate family shall be defined as:

Mother, Father, Legal Guardian, Brother, Sister, Husband, Wife, Child, Legal Ward, Mother-in-Law, Father-in-Law, Stepfather and Stepmother.

- b. Three days non-cumulative "bereavement leave" per year may be allowed for each death of a member of the family in the following relationship: Grandparent, Aunt, Uncle, Brother-in-Law, Sister-in-Law, Niece, Nephew, First Cousin.

## **ARTICLE 16 SEVERANCE LEAVE PAY**

### **16.1**

Because of reorganization, consolidation or for any other reason other than disciplinary, an employee released from the District shall be granted severance pay in the amount of one (1) week's salary for each year of employment in the District up to a maximum of five (5) weeks.

## **ARTICLE 17 CIVIL SERVICE PROTECTION**

### **17.1 Civil Service Protection**

Civil Service protection shall be granted for those employees working in non-competitive classifications where no protection is available after one full year of employment in the District.

### **17.2 Layoff or Displacement**

Where, because of economy, consolidation or abolition of functions, curtailment of activities or otherwise, all non-competitive class employees of the District will be afforded the same Seniority Rights as competitive class employees provided said employees in the opinion of the employer meet the qualifications for the available position.

## **ARTICLE 18 VACANCIES**

### **18.1 Vacancies**

Notice of all vacancies shall be posted for a period of ten (10) working days during the summer recess and five (5) working days during all other times to allow all interested candidates to apply prior to notifying outside agencies and eligible

employees may apply for same. During the period from the last day of school to September 1 of each year, all employees shall be notified by mail to their address of record as to any vacancies that have occurred.

### **18.2 Employee Preference and Seniority**

In the absence of an eligible list for a "competitive" position to be filled by promotion or by hiring, and in all instances where the position to be filled is in the "labor" or in the "non-competitive" class, the appointing authority shall first consider the qualifications and performance of applicants who are currently employed by the District before considering applicants from outside the District service. Seniority will be a consideration in any non-competitive promotions, and will be a consideration within the law for competitive titles.

## **ARTICLE 19 WORKERS' COMPENSATION**

### **19.1**

Employees who are deemed to be disabled as the result of a work-related incident by the Workers' Compensation Board incur no loss of sick leave, and shall maintain his/her regular rate of pay pursuant to the following formula: One month for each year of service with a minimum of six months. Thereafter, sick leave will be credited on a pro-rata basis.

## **ARTICLE 20 LEAVE OF ABSENCE**

### **20.1**

Any employee who is temporarily, physically or mentally unable to perform his duties or who desires to engage in a course of study intended to increase his usefulness to the service, or who, for any reason considered good by the District desires to secure a leave of absence from his regular duties may be granted a leave of absence with Board approval, without pay for a period not to exceed one (1) year. Such leave of absence without pay shall be reported to the District in the form prescribed by him.

Where a leave of absence without pay has been granted for a period which aggregates one (1) year, a further leave of absence without pay shall not be granted unless the employee returns to his position and serves continuously therein for a period of three (3) months immediately preceding the subsequent leave of absence without pay. Notice of such subsequent leave of absence without pay shall be approved by the District.

An employee's failure to return at the end of a leave of absence shall be deemed a resignation in accordance with Westchester County Personnel's rules and regulations. The Board of Education shall have sole discretion as to the approval of leaves applied for pursuant to this Article.

## **20.2**

In an exceptional case, the Board of Education may for a good cause shown, waive the provisions of this rule to permit an extension of the leave of absence without pay for an additional period not to exceed in the aggregate two (2) years from the date of commencement thereof.

# **ARTICLE 21 CHILD CARE LEAVE**

## **21.1**

An employee who is disabled during pregnancy is eligible to use the sick leave protection set forth in 13.1 as well as other leave time including personal leave, holiday leave and vacation for the period of disability. Upon written application, a child care leave shall be granted to employees hereunder for the birth or adoption of the child. Application must be made in two months of the birth or adoption of the child. Such a child care leave shall be without pay or benefits and shall not exceed one school year. Such leave may be extended at the discretion of the Board, for an additional year.

# **ARTICLE 22 PERSONNEL FILE**

## **22.1**

Employees' personnel file shall be made available to them for inspection at reasonable times and intervals. Employees will have a right to append an answer to any material placed in their file and such answer will be inserted into the personnel file.

# **ARTICLE 23 DEFINITION OF PART TIME**

## **23.1**

Part-time is defined as any employee working on a regular basis less than 3 ½ hours per day. All employees working 3 ½ hours per day or more shall receive full benefits.

## **23.2**

Part-time employees will receive no fringe benefits other than mandated by

law, and shall be paid the established hourly rate of pay for their classification.

## **ARTICLE 24**

### **JURY DUTY: MILEAGE REIMBURSEMENT**

#### **24.1 Jury Duty**

An employee called for Jury Duty should notify the appropriate school personnel in the same manner as a normal absence. Jury Duty is considered an excused absence when Jury Duty falls during an employee's normal working hours. Jury Duty is not a sick leave or personal day deduction. Employees excused for Jury Duty must submit a record of their time of Jury Duty and must appear at their assigned location if excused for all or part of a day from Jury Duty. Employees shall reimburse the District any payment while on Jury Duty excluding meals and/or transportation.

#### **24.2 Mileage Reimbursement**

When an employee is directed to use his own vehicle to conduct school business, he/she shall be reimbursed at the rate of thirty-six (.36) cents per mile.

## **ARTICLE 25**

### **GRIEVANCE PROCEDURE**

#### **25.1 Preamble**

In order to maintain a harmonious relationship among CSEA employees and the Board, which will enhance the educational program of the school system, it is hereby declared to be the purpose of these procedures to provide a means for orderly settlement of differences, promptly and fairly as they arise and to assure equitable and proper treatment of parties pursuant to this Agreement.

#### **25.2 Definitions**

1. A "grievance" shall mean any alleged violation of a specific provision of this Agreement or any dispute with respect to its meaning or application.
2. An "aggrieved person" is the person or persons alleging the violation.
3. The term "employee" may include an individual or a group of CSEA employees who is alleging the violation or who is similarly affected by the grievance.
4. The "parties at interest" are the persons alleging the violation and any persons who might be required to take action or against whom action

might be taken in order to resolve the alleged violation or who might be required to be present at any grievance hearing.

5. The term "days" shall mean days on which "employees" are required to be in school.
6. The "Grievance Committee" shall consist of duly designated members of the Association.

### **25.3 Procedures**

#### **General**

- A. The resolution of a grievance at the earliest possible stage is encouraged. Nothing herein contained will be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the administration following the normal chain of command, and having the grievance adjusted without the intervention of the Association, provided the adjustment is not inconsistent with the terms of this Agreement, and that the Association has been given the opportunity to be present at such adjustment to state its views.
- B. It is important that grievances shall be processed as rapidly as possible. The number of days indicated at each level should be considered as maximum number and shall not be increased unless the time limit is extended by mutual agreement of both parties and the Grievance Committee of the Association to a maximum of five (5) more days at any level.

#### **Level I**

- A. An employee having a grievance must file it in writing with the Supervisor, either directly or through a representative, and must also notify the Grievance Committee of the Association that he has filed a grievance. These actions must take place within fifteen (15) working days after the cause or knowledge of the grievance first occurred. The objective at this level is to resolve the matter within five (5) days after the date of conference about the act or condition which was the basis of the grievance. The Supervisor will confer with all the parties in interest.
- B. If the aggrieved person submits the grievance through a representative, the aggrieved person must be present during the discussion of the grievance.
- C. Within five (5) days of the presentation of the grievance, the Supervisor shall render a written decision. One copy of the decision

shall be given to the aggrieved person, to the President of the Association or his/her designee, to the Superintendent or his/her designee and to the Supervisor.

## Level II

- A. If the aggrieved person is not satisfied with the disposition of his grievance at Level I, or if no decision has been rendered within five (5) days after the conference, and, after having conferred with the Grievance Committee, he may within another ten (10) days file an appeal for a hearing with the Superintendent of Schools for a review of the grievance. The request shall be written and shall set forth specifically the act or condition and the grounds on which the grievance is based. A copy shall be given to both the Association and the Supervisor who rendered the decision at Level I.
- B. The Superintendent or his/her designee shall meet and confer with the aggrieved person, the Association representative, and all other parties in interest within ten (10) days after a receipt of such appeal and the Superintendent or his/hers designee shall render a written decision within ten (10) days after such meeting and conference. Two days notice of the meeting and conference shall be given to the aggrieved person and all other parties in interest. The meetings and conferences shall not take place during normal working hours. His decision and the basis for this decision shall be written, and a copy given to the President of the Association, the aggrieved person, the Board, the Supervisor, and all other parties in interest.

## Level III

- A. If the aggrieved person is not satisfied with the disposition of his grievance at Level II, or if no decision has been rendered within ten (10) days after the meeting with the Superintendent or his/her designee, he may file the grievance in writing with the Board or its designee, within five (5) days after a decision by the Superintendent or fifteen (15) days after he first met with the Superintendent, whichever is sooner.
- B. Within ten (10) days after receiving the written grievance the Board or its duly constituted committee will meet with the aggrieved person and all other parties in interest for the purpose of resolving the grievance. The decision of the Board and the basis for its decision shall be written and delivered to the aggrieved person within ten (10) days of his first meeting with the Board. A copy of the decision shall be sent to the President of the Association or his designee, the Superintendent and the Supervisor.

#### Level IV

- A. If the aggrieved person is not satisfied with the decision in his case at Level III, or if no decision has been rendered within ten (10) days of his first meeting with the Board, he may within five (5) days of the decision or fifteen (15) days of his first meeting with the Board, request in writing that the Grievance Committee of the Association submit his grievance to arbitration. Provided, however, that it relates to a grievance as defined in this Article. If the Committee believes that the grievance has merit, and that submitting it for arbitration is in the best interest of the District, it may, by written notice to the Superintendent, submit the grievance to arbitration within five (5) days of receiving the request from the aggrieved person; or, within five (5) days of the decision by the Board at Level III, and without a request by the aggrieved person, the Grievance Committee may at its option by written notice to Board, submit the grievance to arbitration if it feels it is in the best interest of the District. Said notice shall include a brief statement setting forth precisely the issue to be decided by the arbitrator and the specific provision of the Agreement or rule involved as well as the specific complaint.
- B. Within ten (10) days after written notice of submission to arbitration, the Board, or its duly constituted committee and the Association's Grievance Committee will set in motion the procedures of the American Arbitration Association to select an arbitrator.
- C. The Arbitrator shall confer with representatives of the Board and the Grievance Committee and hold hearings promptly and shall issue his report not later than ten (10) days from the date of the closing of the hearing or, if an oral hearing has been waived, then from the date that the final statements and proofs are submitted to him. The arbitrator's report shall be in writing and submitted to the Board and the Association and shall set forth his findings of fact, conclusions, and recommendations on the issues involved.
- D. The power of the arbitrator stems from this Agreement and his function is to pass upon alleged violations of this Agreement and any disputes with respect to its meaning of application. He shall have no power to add to, subtract from, or modify any of the terms of this Agreement, nor shall he have any power to make any decisions that require the commission of any act prohibited by law or that is violative of any of this Agreement.
- E. The decision of the arbitrator shall be submitted to the Board and the Association, and, subject to law, shall be final and binding on all parties to the proceeding during the duration of this Agreement. The Board shall send a copy of the decision to each employee involved.



- F. In any proceeding seeking to require or stay arbitration, or to say, enforce, modify, or set aside a decision or award of the arbitrator, none of the terms or provisions of this Agreement shall deprive a court of competent jurisdiction of its power to determine questions or arbitrability, or the jurisdiction of an arbitrator or the validity of the decision or award of the arbitrator.
- G. The Board and the Association agree that, whenever feasible, they will apply the decisions of the arbitrator to all substantially similar situations. The Association agrees that it will not bring or will not represent any employee in a grievance which is substantially similar to a grievance previously submitted to arbitration.
- H. Should any costs arise for the services of an arbitrator, they shall be borne equally by the Board and the Association.

## **ARTICLE 26 IMPLEMENTATION CLAUSE**

### **26.1**

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

## **ARTICLE 27 TERM OF AGREEMENT**

### **27.1**

This Agreement shall remain in effect from July 1, 2003 through June 30, 2006.

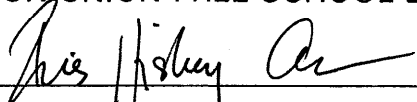
## **ARTICLE 28 LABOR MANAGEMENT COMMITTEE**


### **28.1**

A Labor Management Committee shall be formed consisting of the Superintendent of Schools and/or his/her designees, and no more than two (2) selected members of the CSEA bargaining unit.

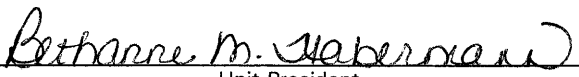
Said committee shall meet at mutually agreed upon times. No decision of this committee, if or when implemented, shall act as a precedent in any future situation and shall not, in any circumstances, bind the District, the Board of Education or the CSEA to take a particular action in any future situation.

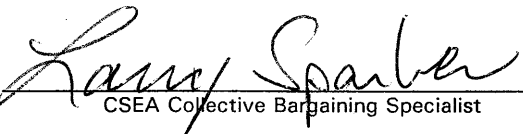
HASTINGS-ON-HUDSON UNION FREE SCHOOL DISTRICT

By:   
President, Board of Education

By:   
Superintendent of Schools

CIVIL SERVICE EMPLOYEES ASSOCIATION,  
LOCAL 1000 AFSCME, AFL-CIO FOR THE HASTINGS ASSOCIATION OF  
OFFICE AND AUXILIARY PERSONNEL

By:   
Unit President

By:   
CSEA Collective Bargaining Specialist

2.13.04

Date

**HASTINGS-ON-HUDSON UNION FREE SCHOOL DISTRICT**  
**Hastings-on-Hudson, New York 10706**

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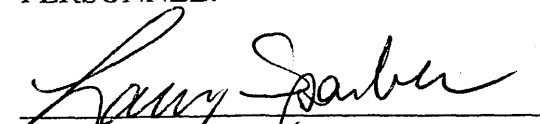
**SIDE LETTER**

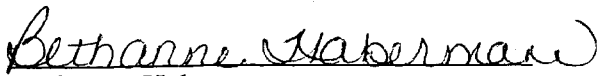
**TO JULY 1, 2003 – JUNE 30, 2006 AGREEMENT**


It is agreed that during the 2004-05 school year, the administration and the union will meet to discuss the language of Article 4.1.C "Ten month employees shall not be required to work more than three (3) days before school begins and/or during summer, and may choose which three (3) days they prefer to work, with administration's approval, exercising such preference in writing prior to the end of the prior school year".

Date: September 5, 2003

FOR THE HASTINGS ASSOCIATION  
OF OFFICE AND AUXILIARY  
PERSONNEL:

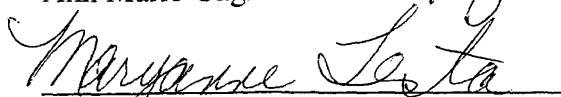
  
Larry Sparber  
CSEA Representative


  
Bethanne Habermann  
President

  
Elaine LaMorte

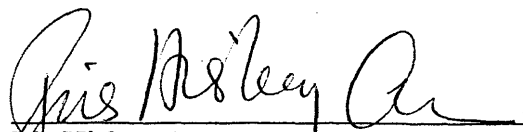
  
Beverly Lucas


  
Ann Marie Gagliardi

  
Maryanne Testa

  
Rosemarie Cardoso

FOR THE HASTINGS-ON-HUDSON  
UNION FREE SCHOOL DISTRICT:

  
Kris Hiskey Arno  
President

  
John J. Russell  
Superintendent of Schools

**SIDE LETTER**

**TO JULY 1, 2003 – JUNE 30, 2006 AGREEMENT**

**RE: TEACHER AIDE INSTRUCTIONAL**

Effective July 1, 1993 the position of "teacher aide instructional" shall be deleted from Column IV of the Salary Schedule. All incumbents in the teacher aid instructional position, as of July 1, 1993, shall continue to have such title and shall continue to receive his/her salary, as set forth in Column IV of the Salary Schedule as reproduced below, together with increments and salary raises for subsequent years. When an incumbent of a teacher aide instructional position vacates the position, the subsequent hire shall be hired as a "teacher aide" and placed on the appropriate step of the teacher aide salary schedule.

Teacher aides in the computer room/laboratory and the science room/laboratory shall receive an annual stipend of One Thousand (\$1,000) Dollars in addition to regular salary.

Date: 9.23.03

FOR THE HASTINGS ASSOCIATION  
OF OFFICE AND AUXILIARY PERSONNEL

FOR THE HASTINGS-ON-HUDSON  
UNION FREE SCHOOL DISTRICT

*Bethanne M. Haberman*

*Joe J. Russo*

**SALARY SCHEDULE  
TEACHER AIDE INSTRUCTIONAL  
(10 months)**

	2003-2004	2004-2005	2005-2006
1	25,125	26,004	26,914
2	27,085	28,033	29,014
3	29,356	30,383	31,446
4	30,460	31,526	32,629
5	31,314	32,410	33,544
6	32,335	33,467	34,638
7	32,982	34,136	35,331
8	N/A	34,819	36,037

**2003-2004**  
**HASTINGS-ON-HUDSON UFSD**  
**CSEA Clerical & Auxilliary Unit**

	I	II		III	IV		V		VI		VIA		VII
	Clerk 10 Mos	Int. Clk, Typist, Lib. Asst 10 Mos	12 Mos	Teacher Aide 10 Mos	Sr. Typist, Office Asst 10 Mos	12 Mos	Acct. Clk., Sr Steno, Audio Visual Tech. 10 Mos	12 Mos	Secy-Steno, Payroll Clk. Jr. Acct., Office Asst. (Aut. Sys.) Office Asst.-Fin. Sup. 10 Mos	12 Mos	Secy. to Prin., Sr. Pur. Clk Sr. Acct. Clk., Accountant Sr. Office Asst. (Aut. Sys.) 10 Mos	12 Mos	RN 10 Mos
1	17,315	20,804	24,965	21,310	25,125	29,979	26,464	31,780	28,862	34,634	29,262	35,034	36,815
2	18,777	22,504	27,005	23,010	27,085	32,552	28,414	34,125	30,945	37,135	31,345	37,535	39,389
3	20,234	24,208	29,050	24,714	29,356	35,103	30,363	36,473	33,017	39,620	33,417	40,020	41,956
4	21,330	25,307	30,370	25,813	30,460	36,201	31,454	37,585	33,936	40,723	34,336	41,123	43,058
5	22,179	26,161	31,393	26,666	31,314	37,204	32,306	38,588	34,773	41,726	35,173	42,126	43,912
6	23,141	27,147	32,577	27,673	32,335	38,411	33,335	39,806	35,801	42,962	36,201	43,362	45,024
7	23,603	27,689	33,227	28,225	32,982	39,178	34,001	40,601	36,517	43,819	36,917	44,219	45,923

Longevity

9 yrs.	650
14 yrs.	750
19 yrs.	850
24 yrs.	1050

**2004-2005  
HASTINGS-ON-HUDSON UFSD  
CSEA Clerical & Auxiliary Unit**

	I	II		III	IV		V		VI		VIIA		VII
	Clerk 10 Mos	Int. Clk, Typist, Lib. Asst 10 Mos	12 Mos	Teacher Aide 10 Mos	Sr. Typist, Office Asst 10 Mos 12 Mos		Acct. Clk., Sr Steno, Audio Visual Tech. 10 Mos 12 Mos		Secy-Steno, Payroll Clk. Jr. Acct., Office Asst. (Aut. Sys.) Office Asst.-Fin. Sup. 10 Mos 12 Mos		Secy. to Prin., Sr. Pur. Clk Sr. Acct. Clk., Accountant Sr. Office Asst. (Aut. Sys.) 10 Mos 12 Mos		RN 10 Mos
1	17,921	21,532	25,839	22,056	26,004	31,028	27,390	32,892	29,872	35,846	31,086	37,060	38,104
2	19,434	23,292	27,950	23,815	28,033	33,691	29,408	35,319	32,028	38,435	33,242	39,649	40,768
3	20,942	25,055	30,067	25,579	30,383	36,332	31,426	37,750	34,173	41,007	35,387	42,221	43,424
4	22,077	26,193	31,433	26,716	31,526	37,468	32,555	38,900	35,124	42,148	36,338	43,362	44,565
5	22,955	27,077	32,492	27,599	32,410	38,506	33,437	39,939	35,990	43,186	37,204	44,400	45,449
6	23,951	28,097	33,717	28,642	33,467	39,755	34,502	41,199	37,054	44,466	38,268	45,680	46,600
7	24,429	28,658	34,390	29,213	34,136	40,549	35,191	42,022	37,795	45,353	39,009	46,567	47,530
8	24,918	29,231	35,078	29,797	34,819	41,360	35,895	42,862	38,551	46,260	39,789	47,498	48,481

Longevity

9 yrs.	675
14 yrs.	775
19 yrs.	875
24 yrs.	1075

**2005-2006**  
**HASTINGS-ON-HUDSON UFSD**  
**CSEA Clerical & Auxiliary Unit**

	I	II		III	IV		V		VI		VII		VII
	Clerk 10 Mos	Int. Clk, Typist, Lib. Asst 10 Mos	12 Mos	Teacher Aide 10 Mos	Sr. Typist, Office Asst 10 Mos	12 Mos	Acct. Clk., Sr Steno, Audio Visual Tech. 10 Mos	12 Mos	Secy-Steno, Payroll Clk. Jr. Acct., Office Asst. (Aut. Sys.) Office Asst.-Fin. Sup. 10 Mos	12 Mos	Secy. to Prin., Sr. Pur. Clk Sr. Acct. Clk., Accountant Sr. Office Asst. (Aut. Sys.) 10 Mos	12 Mos	RN 10 Mos
1	18,548	22,286	26,743	22,828	26,914	32,114	28,349	34,043	30,918	37,101	33,374	39,557	39,438
2	20,114	24,107	28,928	24,649	29,014	34,870	30,437	36,555	33,149	39,780	35,605	42,237	42,195
3	21,675	25,932	31,119	26,474	31,446	37,604	32,526	39,071	35,369	42,442	37,826	44,899	44,944
4	22,850	27,110	32,533	27,651	32,629	38,779	33,694	40,262	36,353	43,623	38,810	46,080	46,125
5	23,758	28,025	33,629	28,565	33,544	39,854	34,607	41,337	37,250	44,698	39,706	47,154	47,040
6	24,789	29,080	34,897	29,644	34,638	41,146	35,710	42,641	38,351	46,022	40,807	48,479	48,231
7	25,284	29,661	35,594	30,235	35,331	41,968	36,423	43,493	39,118	46,940	41,574	49,397	49,194
8	25,790	30,254	36,306	30,840	36,037	42,808	37,151	44,363	39,900	47,879	42,382	50,361	50,177

Longevity

9 yrs.	700
14 yrs.	800
19 yrs.	900
24 yrs.	1100