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6343

AGREEMENT

BETWEEN THE

TUXEDO UNION FREE SCHOOL DISTRICT

AND THE

TUXEDO EMPLOYEES UNION

JULY 1, 2004 - JUNE 30, 2007

RECEIVED

DEC 21 2004

NYS PUBLIC EMPLOYMENT
RELATIONS BOARD

24

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ARTICLE I - RECOGNITION

The Board recognizes the Tuxedo Employees' Union as the exclusive bargaining representative and agent for all full-time and part-time (minimum of 25.5 hours) paraprofessionals and school related personnel, excluding persons previously designated as confidential, head custodian, head bus driver and/or transportation supervisor. The unit shall consist of, but shall not be limited to, bus drivers, cafeteria personnel, teacher aides, custodians and maintenance workers, registered nurses and full-time monitors.

ARTICLE II - PROFESSIONAL RESPONSIBILITY

A. The District and the T.E.U. agree that the primary function of the District and its non-instructional staff as represented by the T.E.U. is to provide support services for students of Tuxedo Schools.

B. The parties realize that to achieve the above, the non-instructional staff must give the maximum service and support to the professional staff in the carrying out of their responsibilities.

ARTICLE III - DUES DEDUCTIONS - AGENCY FEES

A. The District agrees to deduct dues for the T.E.U. from its members who authorize the District, in writing, to make such deductions. Dues deduction authorizations shall be in the form attached hereto as Appendix A.

B. The T.E.U. shall certify to the District, in writing, the current rate of its membership dues, and of any changes therein.

C. Payroll Deduction:

Dues deductions shall be made by the District from compensation payable to the member of the T.E.U. in equal installments. Such deductions shall be made from the first pay period in November through the last pay period in June.

D. Credit Union:

The District will provide payroll deduction for the Middletown Teachers Federal Credit Union with up to three (3) changes each fiscal year.

E. Within five (5) days after each deduction, the District shall remit such funds to the Treasurer of the T.E.U., and the T.E.U. shall assume full responsibility for the transmittal of such funds thereafter.

F. An agency fee shall be collected from each non-member of the employees' bargaining unit as provided by law.

G. The Employer shall deduct and remit payments to the N.Y.S.U.T. Benefit Trust upon submission of a signed authorization to the payroll office for any N.Y.S.U.T. member or agency fee payor. Such signed authorization may be discontinued at the end of its term upon written notice by the employee to the Employer. The Employer shall remit to the N.Y.S.U.T. Benefit Trust the payments deducted and shall furnish the Plan and the bargaining agent with a list of all employees from whose salary deductions have been made.

ARTICLE IV - EMPLOYEE WORK SCHEDULES

A. The following regular work schedule shall be in effect during the life of this Contract:

<u>POSITION</u>	<u>LENGTH OF YEAR</u>	<u>HOURS PER DAY</u>
Bus Driver/Utility**	10 months**	8*
Custodial Personnel	12 months	8*
Nurse	10 months	6.5*
Teacher Aide	10 months	6.5*
Library Worker/ Full-Time Monitor***	10 months	6*
Cafeteria Personnel	10 months	6*

* Exclusive of lunch leave.

** Includes seven (7) non-school days within the work year other than holidays to perform bus driver or utility duties. A bus driver working a paid holiday receives the overtime rate of pay.

*** Full-time monitors will be paid on the Library Aides Salary Schedule, but will be expected to work additional days beyond the Library Aides work year for which they shall be paid their regular per diem rate and additional hours beyond the Library Aides work day for which they will be paid their regular hourly rate.

B. Vacations of Twelve-Month Employees:

Vacations may be taken at any time during the calendar year subject to approval by the appropriate Supervisor. No function shall be unstaffed as a result of simultaneous vacations. In the event that two (2) or more persons from an office request the same date -- the choice will be made on the basis of seniority.

Vacations will be granted on the basis of the following service:

1. Completion of one year of service, but less than five (5) years - 2 weeks
2. Five (5) years - 3 weeks
3. Ten (10) years - 4 weeks.

HOLIDAYS

New Years Day	Labor Day
President's Birthday	Columbus Day
Martin Luther King Jr.'s Birthday	Veterans Day
Good Friday	Thanksgiving Day
Memorial Day	Friday after Thanksgiving
Independence Day	Christmas Eve
	Christmas Day

Whenever a holiday falls on a Saturday or Sunday, the employer will determine whether the preceding Friday or following Monday will be designated as the paid holiday. To be eligible, the employee must work the day before and the regularly scheduled work day after the holiday unless the employee cannot report for work due to illness.

In years during which school is in session on President's weekend, members of the unit will report to work and in years during which school is closed during President's week by the school calendar, members of the unit will not be required to report to work, but shall be paid.

C. Overtime:

Overtime performed must have prior approval of the Superintendent of Schools or the Superintendent's designee. In the event of an emergency, the Transportation Supervisor and Head Custodian may authorize overtime and advise either the Superintendent or the Superintendent's designee as soon as possible, but no later than the next business day. Unit members who work in excess of forty (40) hours for the District in any capacity will be reimbursed at a rate of one and one-half (1½) hours their regular hourly rate. Paid, authorized leave will be counted as time worked in the computation of overtime. Should the unit member perform two jobs that are paid at different wage rates, overtime pay will be calculated on the basis of the job in which the excess work was performed.

D. Extra Trips:

Employees who are required to work on an overtime trip shall be reimbursed at straight time during regular working hours, at time and one-half for work beyond regular hours, as agreed in advance. In addition, meals and lodging will be supplied, up to \$75.00 per day, on verified vouchers.

When drivers are on sports trips or field trips that span the lunch hour, they will receive up to \$10.00 meal allowance. If a sport trip or field trip assignment extends beyond 7:00 p.m., drivers will receive up to \$15.00 meal allowance. Drivers are required to produce receipts in order to receive the meal allowance.

When a driver on an out-of-District trip is required to stay with the bus when it is parked, the driver will be paid for that time.

E. Custodial/Maintenance Meal Allowance:

Custodial/Maintenance Workers who work in excess of twelve (12) hours in a shift, will receive up to \$15.00 dinner stipend. Eligible employees are required to produce receipts in order to receive the meal allowance.

F. Higher Classification Pay:

Employees working more than ten (10) consecutive days in a higher classification will be paid at the rate of that classification.

G. Bus Driver Schedules:

It is expressly understood that bus drivers with a regular mid-day shift assignment will only be eligible for the meal allowance when working two (2) or more hours beyond their regular shift.

ARTICLE V - ABSENCES OF NON-INSTRUCTIONAL EMPLOYEES

A. Personal Illness:

Each twelve-month employee may be absent for thirteen (13) days and each ten-month employee for eleven (11) days of sick leave each year due to personal illness.

Unused personal days will be added to accumulated unused sick leave.

Each employee may accrue a maximum of 185 days of unused sick leave.

B. Serious and/or Contagious Sickness in Immediate Family:

A maximum of five (5) days sick leave per year may be granted because of serious and/or contagious sickness in the employee's immediate family. These five (5) days, or any portion thereof, are deductible from the above-mentioned thirteen (13) or eleven (11) days. Immediate family is defined as wife, husband, child, father, mother, brother, sister, father-in-law, mother-in-law and grand-parents.

C. Sick Leave Bank:

Both parties agree to the establishment of a sick leave bank under the following conditions:

Each employee shall donate one (1) day to the sick bank at its inception. The Board shall contribute one-half the number of days contributed by the unit members. The Bank shall be administered by a committee of one (1) representative of the T.E.U. and one (1) representative of the Board. Any disagreements shall be settled according to the terms of the contract.

The purpose of said Sick Leave Bank shall be to provide employees with additional sick leave time during a prolonged personal illness when an individual's sick leave days have been exhausted. Sick Leave Bank days shall apply only to such prolonged or catastrophic illness.

Employees may draw from the Bank provided that they present valid medical evidence attesting to the illness or physical or mental incapacitation to the Sick Leave Bank Committee through the President of the T.E.U.

The number of accumulated Sick Bank days will be given to the Association by October 15 of each year.

No participating individual can draw more than twenty (20) total days in the Sick Leave Bank, except by unanimous agreement of the Sick Leave Bank Committee.

Any individual employee who has exhausted his or her accumulated sick days and used days from the Sick Leave Bank, may use his or her personal days as a buffer to cover emergency illnesses that may occur. However, any employee, having used Sick Bank days during a given year, must contribute any unused personal days to the Sick Leave Bank rather than have them accumulate as sick days in the following year.

The Sick Leave Bank shall be renewable once all days contributed have been used. The renewal shall be subject to the terms set forth above.

D. Death in Family:

In case of death in the immediate family of any employee, the employee will be granted up to three (3) days leave with pay. If more days are needed, the employee may draw on his personal illness sick leave.

E. Absence for Personal or Business Reasons:

Three (3) days per year are provided for business or personal leave. Except in cases of emergency, written requests for such leave should be made to the Superintendent five (5) school days prior to the proposed absence. All "Personal" or "Business" days are granted by the Superintendent. Personal leave will not be granted on days preceding or following holiday or vacation periods. Requests for personal leave shall be in writing and shall state the reason for such leave, except that employees are entitled to one (1) request per year with no reason stated.

F. Jury Duty or Temporary Military Duty:

Employees summoned for temporary military duty not to exceed one (1) month, shall be granted leave and shall receive full salary and benefits during such duty. Such leave shall not be deducted from accumulated sick or personal leave.

Employees summoned for jury duty in Orange, Ulster, Sullivan or Rockland County who are released at noon or earlier must report to work within two hours after being released from jury duty, or at the beginning of the evening shift. Unit members who are summoned elsewhere shall not be required to report. Employees summoned for jury duty shall receive full salary and benefits for a period not to exceed one month without deduction from accumulated sick or personal leave.

G. Extended Sick Leave:

An employee whose personal illness extends beyond accumulated sick leave and the sick bank will be granted leave, without pay, to the extent requested, up to six (6) months or the balance of the school year, whichever is greater. A request for leave must be accompanied by a statement from a school physician.

H. Members of the unit will be notified of accumulated unused sick leave no later than October 15th of each school year. The Unit President will be given access to all such notifications.

ARTICLE VI - COMPENSATION

A. The T.E.U. pay schedule shall be bi-weekly. Said pay schedule shall be attached as Appendix B and shall be distributed to each employee. Payments will be at the rate of one-twenty-sixth (1/26) of the total annual salary of the twelve (12) month employee and one-twenty-first (1/21) of the ten (10) month employee.

B. Any deductions made from such salary payment shall be described on the payroll statement.

C. Salaries:

1. Modify the salary schedule by increasing the base column by \$250.00 and the experience column by \$400.00, effective July 1, 2004. Thereafter, modify the schedules by increasing them by 3.5%, effective July 1, 2004; 3.75%, effective July 1, 2005; and 4.0%, effective July 1, 2006.

The following annual salaries will be paid each school year, effective July 1, 2004:

2004-2005 SALARY SCHEDULE

<u>POSITION TITLE</u>	<u>ENTRY</u>	<u>BASE</u>	<u>EXPERIENCE</u>
Maintenance Worker	38,413	42,817	44,249
Custodial Worker	33,172	37,139	38,399
Bus Driver/Utility	31,075	34,654	35,842
Cook/Manager	24,510	27,233	28,198
Cook	22,220	24,947	25,843
Library Aide/Full Time Monitor	21,215	23,829	24,691
Teacher Aide	22,979	25,793	26,714
Nurse	37,469	41,762	43,163

2005 - 2006 SALARY SCHEDULE

<u>POSITION TITLE</u>	<u>ENTRY</u>	<u>BASE</u>	<u>EXPERIENCE</u>
Maintenance Worker	39,853	44,423	45,909
Custodial Worker	34,416	38,532	39,838
Bus Driver/Utility	32,240	35,953	37,186
Cook/Manager	25,429	28,254	29,255
Cook	23,054	25,882	26,812
Library Aide/Full Time Monitor	22,011	24,722	25,617
Teacher Aide	23,841	26,760	27,716
Nurse	38,874	43,328	44,781

2006-2007 SALARY SCHEDULE

<u>POSITION TITLE</u>	<u>ENTRY</u>	<u>BASE</u>	<u>EXPERIENCE</u>
Maintenance Worker	41,448	46,199	47,745
Custodial Worker	35,792	40,073	41,432
Bus Driver/Utility	33,530	37,392	38,674
Cook/Manager	26,446	29,384	30,425
Cook	23,976	26,917	27,885
Library Aide/Full-Time			
Monitor	22,891	25,711	26,642
Teacher Aide	24,794	27,831	28,825
Nurse	40,429	45,061	46,572

2. The Cook/Manager shall receive the differential over the Cook, as referenced above, and shall be responsible for daily cash receipts, daily deposits, monthly and quarterly state forms and other required paperwork in cooperation with the Business Office.

3. All Bus Drivers will be classified as Bus Driver/Utility, except that drivers hired after July 1, 1983 will be placed on an hourly wage as agreed for Bus Driver/Utility between the parties. All Bus Driver/Utility will report to the Transportation Supervisor during driving time and to the Head Custodian during layover time for assignment.

4. Non-bus drivers shall be entitled to transport up to seven (7) students without the use of a scheduled bus driver.

5. The District shall provide uniforms to all bus drivers, custodians and cafeteria employees and nurses.

6. The minimum call-back for employees called back after the conclusion of their regular day where they have already left for home shall be three (3) hours. Also, employees called in to work on Saturdays or Sundays will be granted a minimum of three (3) hours call-in.

7. Night Differential: The differential for night work shall apply to employees whose regular weekly schedule includes four (4) or more hours beyond 3:00 p.m. each day. The rate for the night differential will increase to \$.60 per hour, effective July 1, 2004; \$.65 per hour, effective July 1, 2005; and \$.70 per hour, effective July 1, 2006.

8. In the event a teacher aide is required to cover classes for a classroom teacher, he/she will be compensated at the rate of \$7.50 for each period of instruction, up to a maximum of six (6) periods per day. Compensation will only be provided when aides serve full periods (at least 42 minutes) with students.

D. Starting Salaries:

1. Employees placed at the entry level will move to the base level after completing one (1) full year of service. Base level shall be years two (2) through the completion of year (5) and the experience level shall commence at six (6) years of service. The District reserves the right at the time of initial hire to place employees at the base or experience level, depending upon the new hires prior experience.

ARTICLE VII - INSURANCE, RETIREMENT AND CREDIT UNION

A. Health Insurance:

Each unit member shall contribute towards the cost of health insurance premiums as described below:

Date	Pre - 7/01/04 hires/mo.	Post - 6/30/04 hires/mo.
Effective 07/01/04	\$450 fam./\$200 ind.	6% fam./6% ind.
Effective 07/01/05	\$550 fam./\$250. ind.	6.5%fam./6.5% ind.
Effective 07/01/06	\$650 fam./\$300 ind.	7% fam./7% ind.

The members of the bargaining unit shall have the option of selecting Orange-Ulster School District's Health Plan, or H.M.O.'s as designated pursuant to law, whereby the District's obligation to pay premium costs shall be set at up to the same dollar limits as for the Orange-Ulster School District's Health Plan. The District shall implement a Section 125 Internal Revenue Code Flexible Benefit Plan to include all health-related costs (e.g., premium payments, deductibles, co-pays, prescriptions, etc.) at no cost to the School District through a third-party administrator selected with input from the Association. The Plan shall also provide for child care and elder care with a limit of \$3,000.00.

B. Benefit Fund:

Unit members will be members of the Tuxedo Teachers Association Benefit Fund. The District contribution will be the same per capita amount that is paid for teachers in 2004-05, 2005-06

and 2006-07. Payments shall be based upon the number of full-time equivalent participants on payroll at the time the installment payment is due. The District shall make payments to the Welfare Fund in four (4) equal installments (July 1, October 1, January 1 and April 1).

The District's sole obligation with respect to the Welfare Fund shall be to make payments referenced above at the time set forth above. The Union agrees to indemnify the District against any and all liability which might arise from a litigation in which the District is named a party and which involves the Welfare Fund, except to the extent of the District's obligations, as described in the paragraph immediately above.

C. Unused Sick Leave Retirement Option:

The District shall adopt 41J of the Retirement Act, effective January 1, 1989.

D. Dual Family Health Insurance Restriction:

Unit members whose spouse is entitled to coverage under the Orange-Ulster School Districts Health Plan shall be prohibited from receiving family health insurance coverage paid for by this District. Such employees shall be entitled to individual coverage at District expense if his/her spouse, likewise, elects individual coverage. If the spouse is subject to the same restriction by contract, the spouse with the earlier birthday shall be entitled to family coverage. However, if both spouses are employees of this District, both may enroll for individual coverage or either one may elect to be the covered employee for a single family coverage. Notwithstanding the above, this dual coverage restriction shall not apply if the effect would be to leave children uninsured by reason of how custody and support issues have been determined by the parents or court of law.

E. Health Insurance Buy-Out:

On or before May 1 of each school year, existing unit members who are eligible for health insurance benefits shall inform the Business Administrator of their decision to opt out of the District's health insurance plan, effective July 1. In return for opting out, the unit member shall receive a payment of \$1,500.00 per participant per annum, payable in twelve (12) monthly installments, so long as the employee remains employed. To be entitled to the payment referenced above, the unit member must produce proof of health insurance coverage from another source at the time of application for opting out. Re-entry shall be governed by the rules of the health insurance plan(s) provided for in this Agreement.

New hires may opt out and receive this benefit on a pro-rated basis, where applicable at the time of hire, provided that proof of other health insurance is furnished to the Business Administrator.

ARTICLE VIII - PERSONNEL FILES

All unit members' files shall be maintained under the following circumstances:

A. No material shall be placed in an employee's file until the member has had an opportunity to read the material. The member shall be given an opportunity to acknowledge that the evaluative material has been read by affixing their signature or initials and the date of the review on the actual copy to be filed, immediately, with the understanding that such signature merely signifies that the member has read the materials to be filed. Such signature does not necessarily indicate agreement with its content. Unit members will receive copies of all material at the time it is placed in the file.

B. The member shall have the right to respond to any evaluative material filed in the District file through either the member's immediate Supervisor or the Superintendent. In addition, each member shall have the right to review any such file on reasonable notice. Answers to filed materials, however, shall be made within twenty (20) calendar days of the date on which the material was initialed by the member.

C. The member shall be furnished with a reproduction of any material other than pre-employment confidential reference material in that member's file within three (3) days of any such request, with the member paying the cost of the duplication in accordance with District policy.

ARTICLE IX - GRIEVANCE PROCEDURE

A. Declaration of Purpose:

Whereas, the establishment and maintenance of an harmonious and cooperative relationship between the District and its employees is essential to effective operation of the schools, it is the purpose of this procedure to secure equitable solutions to alleged grievances of employees at the administrative level, through procedures under which they may present grievances free from coercion, interference, restraint, discrimination or reprisals, and by which the District and its employees are afforded adequate opportunity to dispose of their grievances without the necessity of time-consuming and costly proceedings before administrative agencies or in the courts.

B. Definitions:

1. A grievance is any claim by the T.E.U. that there has been a violation, misinterpretation or inequitable application of the terms of this Agreement.
2. "Day" shall mean a work day.

C. Step 1 - Business Official

Before submission of a written grievance, the grievant must attempt to resolve the grievance informally with the Business Official.

In the event that informal resolution is unsuccessful, the T.E.U. will submit the grievance in writing to the Business Official on the agreed upon form within 30 days after the grievant knew of the event(s) or condition(s) on which the grievance is based. A grievance shall be deemed waived unless it is submitted within the 30 days as specified above. Within five (5) days after the filing of the grievance, the Business Official will meet with the T.E.U. and the grievant for the purpose of resolving the grievance. Following the meeting, the Business Official will issue a written decision to the T.E.U. and the grievant within five (5) days.

Step 2 - Superintendent

If the aggrieved party is not satisfied with the decision at Step 1, the T.E.U. may proceed to Step 2 by filing the written grievance with the Superintendent of Schools within ten (10) days after receipt of the Step 1 decision. A grievance shall be deemed waived unless it is submitted within ten (10) days of the Step 1 decision.

Within ten (10) days from the receipt of the written grievance, the Superintendent of Schools shall schedule a hearing. Following the hearing, the Superintendent will issue a written decision within five (5) days.

Step 3 - Arbitration

Within 20 days after receipt of the answer or after the answer is due, the T.E.U., may by notice, refer the grievance to arbitration. The arbitrator shall be selected from the following list of arbitrators or, if they are unavailable within a reasonable period of time, the selection of the arbitrator and arbitration procedures shall be conducted pursuant to the Voluntary Labor Arbitration Association Rules of the American Arbitration Association:

Randall Kelly
Carol Wittenberg
Bonnie Siber-Weinstock
Jeffrey Selchick.

The cost of the arbitrator shall be shared by the parties.

The decision of such panel of arbitrator shall be final and binding on all parties.

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

D. Miscellaneous:

1. The District and the T.E.U. agree to facilitate any investigation which may be required and to make available to each other any and all material and relevant documents, communications, and the records concerning the alleged grievance, except those considered confidential or actionable. All hearings shall be fair, just and conducted in good faith.

2. No reprisals of any kind will be taken by the Board of Education or the Administration against any employee because of his participation in the grievance procedure.

3. Nothing herein contained shall be construed to prevent any individual employee from presenting a grievance and having the grievance adjusted, without the intervention of the T.E.U., if such adjustment is not inconsistent with the terms of the contract. The Superintendent will inform the T.E.U. prior to adjustment of the basis for resolution of such individual grievance. In no case shall adjustment constitute a binding precedent. Should an individual be represented by an officer, agent or member of another employee's organization, then the Association may have a representative present at all meetings. In any event, the T.E.U. will have the right to have a representative present at all grievance hearings.

4. The District shall maintain a separate official grievance file which shall consist of all papers connected with the processing of the grievance, including all exhibits, transcripts, communications, minutes or notes of testimony and written arguments and briefs, if any. They shall be available for inspection and copying by the grievant and the T.E.U.

5. The time limits specified for either party may be extended only by mutual agreement.

6. If a decision at one stage is not appealed to the next stage of the procedure within the time specified, the grievance will be deemed to be so decided or withdrawn and dismissed on the merits and be discontinued and further appeal and consideration shall be barred.

7. In the event a grievance is filed on or after May 1st, upon request by or on behalf of the grievant or by the T.E.U., the time limits set forth herein will be reduced pro rata so that the grievance procedure may be exhausted prior to the end of the school year or as soon thereafter as possible.

E. Employee Rights:

No unit member with more than six (6) months service shall be suspended, demoted or dismissed without being provided reasons by his/her supervisor. At the request of the employee,

he/she may be accompanied by a representative of the T.E.U. This provision is not intended to create a property interest in the employment of individuals to whom this applies and the rights described herein shall constitute the sole and exclusive discipline related rights afforded to such individuals. Those unit members who are entitled to pre-disciplinary hearing rights pursuant to Section 75 of the Civil Service law, shall continue to be assured the protections of its statutory provisions in lieu of the terms set forth above.

ARTICLE X - SENIORITY

Seniority shall be calculated on the basis of continuous employment within the District and may be broken only by lawful discharge or voluntary resignation. Summer absence shall not constitute a break in continuous employment.

A. For the purposes of this Article, the District shall prepare a master seniority list of the bargaining unit as a whole, and a seniority list for each job classification. These lists shall be posted annually in all work locations. The employee will be placed on these lists after thirty (30) days of employment.

B. The District agrees to consider competence, expertise and employees' seniority when making decisions dealing with promotions, transfers and other work conditions.

ARTICLE XI - LABOR-MANAGEMENT COMMITTEE

A. A Labor-Management Committee will be created consisting of representatives of the union and management to discuss matters of mutual concern. Among the matters to be discussed, will be issues of discipline and the day-to-day administration of this collective bargaining agreement.

B. The District will provide the Union President with a copy of the agenda for the Board of Education meeting at the same time that such agenda is distributed to the Board of Education. A copy of the minutes of each meeting of the Board of Education will be sent to the Union President no later than five working days after they are approved.

ARTICLE XII - DRUG AND ALCOHOL TESTING

A. AWARENESS

1. Annually, the District will provide an alcohol and drug awareness program for unit members in safety sensitive positions. Unit members who attend outside their work hours will be paid. The District retains the right to set the time and place for the alcohol and drug awareness program in order to minimize costs.

2. Employees in safety sensitive positions will receive the following information annually:
 - a. A copy of the Board Policy and Regulation pertaining to drug and alcohol testing.
 - b. A copy of the driver information packet furnished by the drug testing administrator.

B. PROCEDURES

1. Costs for conducting the District required drug and alcohol tests will be borne by the District.
2. Employees who are tested during work hours shall not receive additional pay for being tested. Employees who are tested outside their work day will be paid for time spent on the testing.
3. If the Union President requests a copy of the driver information packet from the transportation supervisor, he/she shall receive a copy.

C. MEETING

1. The Union and District agree to meet annually with the Union President/designee to discuss issues of alcoholism and drug abuse. The purpose of such meeting will be to review the drug and alcohol testing awareness program and to make recommendations.

ARTICLE XIII - MISCELLANEOUS

- A. This Agreement shall become effective on July 1, 2004, and shall continue in effect through June 30, 2007.
- B.
 1. The parties mutually agree that all negotiable items have been discussed in the negotiations leading to this Agreement and that negotiations will not be reopened on any item during the life of this Agreement, except as contained in this Agreement.

2. Any District policies and practices unaltered and unchanged by this Agreement shall continue in full force and effect.

3. The District reserves the right to initiate and announce new programs or policies which may not affect or change matters contained in this Contract.

C. Except as expressly set forth herein, the Board retains all its rights, powers and authority.

D. The failure or waiver of any party hereto to insist upon full and prompt performance of any term or condition of this Agreement at one time shall not be deemed to be a waiver of the right to insist upon full and prompt performance of such term or condition on a future occasion or incident.

E. Every agreement between the District and any employee hereafter executed during the term of this Agreement shall be subject and consistent with the provisions of this Agreement and shall so state.

F. If any provision of this Agreement shall be determined to be contrary to law, only such provision shall be modified or nullified as the law requires; all other terms and conditions shall remain in full force and effect. The District and the T.E.U. shall reopen negotiations on that part of the Agreement that has been found to be contrary to law as a matter of form or any item of the economic package vacated by a court or an administrative agency.

G. The District will prepare copies of this Agreement at its expense for distribution by T.E.U. to all employees of the District staff, whether members of T.E.U. or not, within two (2) weeks after execution hereof.

H. This Agreement has been duly approved, adopted and consented to by the members of the T.E.U. and the Board of Education and the undersigned officers of the T.E.U. and the Board are duly authorized and empowered to execute and deliver it as of the date hereof.

ARTICLE XIII - TAYLOR LAW NOTICE

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

DATED: OCTOBER 19, 2004

TUXEDO EMPLOYEES UNION

BY: *Teresa E. Haslam*
PRESIDENT, TUXEDO EMPLOYEES UNION

TUXEDO UNION FREE SCHOOL DISTRICT

BY: *Joseph P. Zanetti, Esq.*
MR. JOSEPH ZANETTI
SUPERINTENDENT OF SCHOOLS

BY: *Robert L. Yates*
PRESIDENT, BOARD OF EDUCATION

SCHEDULE "B"

PAYROLL SCHEDULE SCHOOL YEAR 2004-2005

July	2
July	16
July	30
August	13
August	27
September	10
September	24
October	8
October	22
November	5
November	19
December	3
December	17
December	31
January	14
January	28
February	11
February	25
March	11
March	25
April	8
April	22
May	6
May	20
June	3
June	17

PAYROLL DATES MAY CHANGE TO ACCOMMODATE HOLIDAYS