

**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](mailto:ilrref@cornell.edu)

**Contract Database Metadata Elements**

Title: **Hudson City School District and Hudson City School District Aides Unit, Civil Service Employees Association, Local 1000 American Federation of State, County and Municipal Employees, AFL-CIO, Columbia County Local 811 (2006)**

Employer Name: **Hudson City School District**

Union: **Hudson City School District Aides Unit, Civil Service Employees Association, American Federation of State, County and Municipal Employees, AFL-CIO**

Local: **Columbia County Local 811, Local 1000**

Effective Date: **07/01/06**

Expiration Date: **06/30/10**

PERB ID Number: **5316**

Unit Size: **77**

Number of Pages: **24**

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/>

---

# AGREEMENT

---

by and between the  
**BOARD OF EDUCATION**

of the  
**HUDSON CITY SCHOOL  
DISTRICT**

and  
**CSEA, Local 1000 AFSCME,  
AFL-CIO**

**RECEIVED**  
NYS PUBLIC EMPLOYMENT  
RELATIONS BOARD

JAN 12 2010

ADMINISTRATION

*Since 1910*



***New York's LEADING Union***

---

Hudson City School District Aides Unit  
Columbia County Local 811

**July 1, 2006 - June 30, 2010**

**TABLE OF CONTENTS**

ARTICLE I-PREAMBLE ..... 1

ARTICLE II-RECOGNITION ..... 1

ARTICLE III - COLLECTIVE BARGAINING UNIT ..... 2

ARTICLE IV - NO STRIKE CLAUSE ..... 2

ARTICLE V - SALARIES - WAGES - HOLIDAYS ..... 2

ARTICLE VI - SICK LEAVE ..... 4

ARTICLE VII - OTHER LEAVES ..... 6

ARTICLE VIII - NOTIFICATION OF ACCRUED LEAVE TIME ..... 8

ARTICLE IX - RETIREMENT ..... 8

ARTICLE X - SENIORITY ..... 8

ARTICLE XI - LAYOFFS AND RECALLS ..... 8

ARTICLE XII - VACANCIES AND PROMOTIONS ..... 9

ARTICLE XIII - EXTRA HOURS ..... 9

ARTICLE XIV - INSURANCE ..... 9

ARTICLE XV - LUNCH PERIOD ..... 12

ARTICLE XVI - TRAVEL TIME ..... 12

ARTICLE XVII - RECIPROCAL RIGHTS ..... 12

ARTICLE XVIII - LABOR - MANAGEMENT COMMITTEE ..... 13

ARTICLE XIX - GRIEVANCE PROCEDURE ..... 14

ARTICLE XX - SAVINGS CLAUSE ..... 18  
ARTICLE XXI - PRINTING AND DISTRIBUTION ..... 19

## ARTICLE I-PREAMBLE

The Board of Education of the HUDSON CITY SCHOOL DISTRICT, Hudson, New York, (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, Columbia County, Local 811 representing the Hudson City School District Aides Unit (hereinafter referred to as the "Union"), mutually declare the policy that in order to promote harmonious labor relations between the Employer and the employees, the principle of collective bargaining is to be employed pursuant to the New York State Public Employees Fair Employment Act and that no Article or Section of this contract is to be construed to be in any violation of New York State Law. Both parties to this Agreement, furthermore, affirm that public employment is to be regarded as a life-long career and that, as such, the terms, conditions of employment and the working conditions shall be of the highest caliber to attract and maintain in employment the best personnel available, and that will best serve the students and community.

## ARTICLE II-RECOGNITION

### SECTION 1:

The Employer has recognized the Union as the sole and exclusive bargaining agent for all of the employees in the unit described in Article III of this Agreement for the maximum period permitted under statute.

### SECTION 2:

The Employer shall deduct from the wages of the employees and remit to the CSEA, Inc. membership dues and premium deductions for Group Insurance and Mass Merchandized Automobile and Homeowners Insurance policies sponsored by the CSEA or a Disability Insurance Program set up by the Union for those employees who sign authorizations permitting such deductions in the manner and form mutually agreeable.

### SECTION 3:

The Employer agrees to remit said deductions at least monthly to the CSEA, Inc., 143 Washington Avenue, Albany, New York 12210.

### SECTION 4:

The Employer agrees that the Union shall have exclusive dues deductions and that no other employee organization or union shall be permitted membership dues deductions.

SECTION 5:

The Employer agrees to furnish the Union with a complete listing of the names, home addresses, work locations and job titles of all the employees in the negotiating unit on a quarterly basis and, furthermore, will furnish the same information for new employees, employees who are promoted or transferred, and a listing of all employees terminated. This information will also be provided on a quarterly basis.

SECTION 6:

The Union assumes responsibility for the disposition of such funds so deducted, once they are turned over to the Union.

SECTION 7:

In making deductions pursuant to this Section, the District assumes no responsibility for the amount deducted or whether a deduction for a particular employee was authorized. The Union shall hold the District harmless for damage and expenses, including legal fees, resulting from those deductions.

SECTION 8:

All employees shall pay an Agency Shop Fee. The Employer shall deduct from the salaries of these members of the bargaining unit who are not members of the Union, a service fee (Agency Fee) equivalent to the total amount of annual per capita dues paid by the members of the Union.

ARTICLE III - COLLECTIVE BARGAINING UNIT

The Employer agrees that all of its Aides shall be included in the bargaining unit.

ARTICLE IV - NO STRIKE CLAUSE

The Union affirms that it does not assert the right to strike against the Employer, to assist or participate in any such strike or to impose an obligation upon its members to conduct, assist or participate in such a strike.

ARTICLE V - SALARIES - WAGES - HOLIDAYS

SECTION 1:

The starting rate shall be \$8.44 per hour. For each year thereafter, the employee shall receive the same monetary increase as that which is received by all other employees.

Hourly wages shall be increased as follows:

Effective July 1, 2006	45 cents per hour
Effective July 1, 2007	65 cents per hour
Effective July 1, 2008	65 cents per hour
Effective July 1, 2009	65 cents per hour

In order to be eligible for any retroactive salary increase, an employee must either be on the payroll at the time of ratification or have retired from the District since the expiration of the predecessor contract.

**SECTION 2:**

Longevity: The following payment for years of services will apply on the anniversary of each employee. There will be no pyramiding.

After 5 years	55
After 10 years	60
After 15 years	70
After 20 years	75
After 25 years	85
After 30 years	95

**SECTION 3:**

All employees shall receive 11 paid holidays within the school year. Part-time employees shall receive on a pro-rated basis, any holidays observed while they are employed. Holidays to be observed are:

Columbus Day	Christmas Day	Martin Luther King, Jr. Day
Veterans' Day	New Year's	Washington's Birthday
Good Friday	Thanksgiving(2)	Mid Winter (1)
Memorial Day		

**SECTION 4:**

All unit members attending conference days shall be paid for all expenses incurred while attending such conference at an amount not to exceed the expenditure approved in advance by the Superintendent.

All unit members shall be given a minimum of fourteen (14) days notice of required attendance at Superintendent's Conference Day(s).

**SECTION 5:**

A teacher aide who is required to substitute for a teacher shall receive his/her normal hourly rate of pay in addition to a \$15 stipend for coverage of up to three (3) hours, and \$30 for coverage of more than three (3) hours.

**SECTION 6:**

Any aide who is regularly scheduled to work on a day in which school is closed due to inclement weather shall receive his/her pay for that day up to a maximum of four (4) days. In the event that school is shut down during the school day, employees will be paid full pay after one-half (½) day has been worked. Furthermore, all employees in the bargaining unit shall not be compensated for returned snow days.

**SECTION 7:**

The District agrees to pay an additional \$100.00 on the last payroll of the year to a unit member who holds an Associate Degree, upon proof of such degree.

**SECTION 8:**

The District agrees to pay employees at their normal daily rate of pay for all hours in attendance at a conference which the employee is requested to attend by the Building Principal.

**SECTION 9:**

All members of the unit who are required to supervise field trips by their building principals shall be paid their regular hourly rate for all hours worked.

**ARTICLE VI - SICK LEAVE**

**SECTION 1:**

All full-time aides shall earn sick leave with pay not to exceed ten (10) days per year. Sick leave shall be earned on a monthly basis. The maximum accumulation of sick leave shall be increased to one hundred ten (110) days. Sick leave shall be granted to an employee due to illness, bodily injury and attendance upon members of the immediate family. (By immediate family is meant parent, brother, sister, spouse, child, stepparent, stepchild, grandchild or any other person who makes a permanent home with the family of the employee).



SECTION 2:

"Day" shall be the standard work day of the employee at the time such leave is requested.

SECTION 3:

A physician's certificate of illness or injury may be required at the discretion of the Superintendent of Schools.

SECTION 4:

Severance of employment shall automatically cancel any leave accrued to the employee, except for payment for accrued sick leave at the time of retirement. The buy-out of unused sick leave at retirement shall be paid at Thirty Dollars (\$30.00) per day. In the case of the death of such an employee such payment shall be made to the estate.

SECTION 5:

Compensation for leave shall not be granted to an employee who uses school time for remedial treatments or operations which, in the opinion of the attending physician, may be safely postponed until a vacation period.

SECTION 6:

If physical injury causing a loss of time from work occurs on school property to an employee in the line of duty because of assault by a student, there will be no deduction from the employee's sick leave for the period of time not covered by Workers' Compensation.

SECTION 7:

Sick Leave Bank shall be created upon the contribution of one day from each member of the unit. Association members electing to participate in such a bank shall submit to the Hudson City School District a waiver of no more than one day of accumulated sick leave. The Union shall contribute no more days than the number of members employed by the Hudson City School District. Employees must join the sick bank when the waiver forms are distributed or at the time of hire in order to be eligible to participate in the sick leave bank. The bank shall be administered by a committee of two administrators appointed by the Superintendent and two Union members appointed by the Association who shall act upon withdrawals from the bank. Withdrawals from the bank shall be limited to employees who are involved in catastrophic illness or accident and who have exhausted their sick leave. No employee shall be granted more than forty (40) days for any single disability. The bank shall be renewable once all days contributed have been used. The renewal shall be subject to terms set forth above. For the term of this contract, the District shall match the number of days contributed by unit members when the Bank is exhausted.

## ARTICLE VII - OTHER LEAVES

### SECTION 1: Bereavement Leave.

Five (5) days bereavement leave non-cumulative without loss of pay for absences due to death in the immediate family (immediate family to include grandparents, parents, spouse, brother, sister, child, stepparent, stepchild, grandchild or corresponding member of spouse's family).

### SECTION 2: Workers' Compensation.

Employees shall be allowed to use accumulated sick leave until it is fully used up if it is necessary; and when the Workers' Compensation carrier reimburses the employee for the injury, the Employer shall receive the payment and then restore fully the used sick leave to the employee's record.

### SECTION 3: Personal Leave.

A. All employees shall be granted three (3) days personal leave. Such leave shall be non-cumulative and shall be granted only for the following reasons:

1. Legal matters, house closing, income tax hearing, court appearances, probate proceedings.
2. Ceremonies, graduation of spouse or child, day of wedding, participation in religious ceremonies, honors and awards ceremonies involving employee or immediate family.
3. Education requirements, educational examinations, attending educational meetings, required parental visits by parents to college.
4. Medical appointments, when such appointment cannot be made outside of the school day.
5. Any other reason of serious nature must be approved directly by the District Office.

B. Written requests for personal leave shall be made to the immediate supervisor at least (2) days in advance except in the case of an emergency where a difficulty may exist.

C. All requests are to be approved by the immediate supervisor and forwarded to the District Office who will make a final determination where a difficulty may exist.

D. Personal leave on days immediately preceding or succeeding a holiday will be approved by the District Office whenever the request does not jeopardize the operation of the District.

E. Unused personal leave will be accumulated in the individual employee's sick leave bank.

**SECTION 4: Vacation Day.**

School aides personnel completing five (5) years of employment with at least twenty (20) hours of service per week will be credited with two and one-half (2 ½) days vacation on July 1 of the next school year. After ten (10) years of employment with at least twenty (20) hours of service per week, five (5) days vacation will be credited on July 1. All vacation time will be pro-rated according to the employee's hourly work schedule. Normally the employee will be paid on the pay day nearest Christmas Recess for two and one half (2 ½) days of vacation credit for five (5) years of service on the pay day nearest Spring Recess for the second two and one half (2 ½) days of vacation credit for ten (10) years of service. If an employee terminates service with the school district after July 1 and is entitled to two and one-half (2 ½) days of five (5) days vacation pay, such vacation pay will be paid at the time of final payment for services made.

**SECTION 5: Jury Duty.**

Employees called to jury duty shall be paid for all such mandated time.

**SECTION 6: Child Care Leave.**

An unpaid leave of absence shall be granted for the purpose of child rearing as follows:

An employee shall be entitled, upon request to leave beginning within one (1) year upon delivery or adoption of a child in accordance with Civil Service Rules and Regulations.

An employee who is granted a leave of absence shall have the following re-employment rights: An employee shall be returned to the same position or a position similar and within his/her own area. Said return shall be the beginning of a semester or by mutual agreement. Upon return to service, an employee shall have restored the same benefits accrued at the time the leave commenced.

**SECTION 7: Union Leave.**

An employee who is a delegate to the CSEA Annual Convention shall be granted five (5) days leave per year, without charge to accumulated credits, to attend CSEA Annual Convention.

## ARTICLE VIII - NOTIFICATION OF ACCRUED LEAVE TIME

At the beginning of each school year each employee will be furnished a list of all accrued leave as of the beginning of that year.

## ARTICLE IX - RETIREMENT

All employees in the unit who are eligible may become members of the New York State Employees Retirement System.

## ARTICLE X - SENIORITY

Seniority shall be determined from the date of entrance into the school district employment as an aide.

## ARTICLE XI - LAYOFFS AND RECALLS

### SECTION 1:

Part-time employees (less than 20 hours) shall be laid off prior to full-time employees being laid off, regardless of seniority. A separate seniority list shall be maintained for part-time employees and part-time employees shall be laid off in inverse seniority order. Part-time employees shall accrue full seniority for purposes of vacancies and promotions.

### SECTION 2:

Should there be a layoff of full-time employees, the layoff shall be done in the order of inverse seniority.

### SECTION 3:

Full-time employees shall be recalled prior to the recall of part-time employees. Full-time employees shall be recalled in the order of seniority. Once all full-time employees have been recalled, then part-time employees shall be recalled in order of seniority.

### SECTION 4:

Recall rights shall exist for up to a maximum of two (2) years from the date of layoff for all employees.

## ARTICLE XII - VACANCIES AND PROMOTIONS

### SECTION 1:

Notices of all vacancies and promotional opportunities will be sent to each Building Principal and the President of the Union two (2) weeks prior to filling any vacancy. During this time, only personnel covered by this Agreement are eligible to apply. These notices will be posted on all designated bulletin boards in each building. Both parties agree to monitor all announcements to insure the fact that this information is available to all employees.

The District will also send notices by mail to people on vacation or extended sick leave. All other things being relatively equal, seniority and suitability shall be the determining factors in filling vacancies and promotions. The District will supply the Union President with a copy of all existing and new job classifications.

### SECTION 2:

Aides are entitled to request transfer to another position regardless of hours available and in accordance with their qualifications, subject to the approval of the Building Principal and the District Office.

## ARTICLE XIII - EXTRA HOURS

### SECTION 1:

Extra hours shall be rotated by building seniority and by separate aide assignment. Employees who are unavailable or who decline for good cause shall be skipped and counted as though the time had been worked.

### SECTION 2:

Unit members who work in the summer school program shall be paid their normal hourly rate of pay or \$10 per hour, whichever is greater.

## ARTICLE XIV - INSURANCE

### SECTION 1: Hospitalization.

- (A) Employees hired on or after October 15, 2007, shall contribute toward health insurance as follows:

Individual Coverage: 5%

**2 Person and Family Coverage:**

Effective July 1, 2007	11%
Effective July 1, 2008	12%
Effective July 1, 2009	15%

- (B) Employees hired on or after July 1, 2002, but prior to October 15, 2007, shall contribute toward health insurance as follows:

**Individual Coverage** No Contribution

**2 Person and Family Coverage**

Effective July 1, 2006	5%
Effective July 1, 2007	7%
Effective July 1, 2008	7%
Effective July 1, 2009	7%

- (C) Employees hired prior to July 1, 2002 shall contribute toward health insurance as follows:

**Individual Coverage:** No contribution

**2 Person and Family Coverage**

Effective July 1, 2006	\$200
Effective July 1, 2007	\$400
Effective July 1, 2008	\$500
Effective July 1, 2009	\$500

- (D) Prescription co-payments shall be \$2.00 for generics and \$5.00 for name brands. Effective October 15, 2007, prescription co-payments shall be increased to \$5 for generics and \$10 for name brands. There shall be no co-payment for mail order prescriptions.

- (E) Waiting Period for Health Insurance - Employees hired on or after October 15, 2007 shall have a ninety (90) day waiting period for health insurance eligibility and must work thirty (30) or more hours per week in order to be eligible for health insurance coverage.

- (F) Employees off the Payroll - Employees who take leave without pay shall pay the pro-rated cost of health coverage for the period the employee is off the payroll, except for employees absent due to workers' compensation leave, disability leave, summer months, and days that school is not in session or closed due to calendar restrictions.

(G) **Retiree Health Insurance** - To be eligible for health insurance in retirement, an employee hired prior to ratification must have completed ten (10) continuous years of service with the District and have worked twenty (20) or more hours per week during the ten (10) year period prior to retirement. To be eligible for health insurance in retirement, employees hired on or after ratification must have completed ten (10) continuous years of service with the District and have worked thirty (30) or more hours per week during the ten (10) year period prior to retirement. Continuous service shall mean employment without a break in service of 1 or more years.

(H) 1. Unit members who are other wise insured may voluntarily opt out of the District's health insurance program and receive a payment of \$1,500.00 each year of the contract. One-half of the payment shall be made by January 15 of each year and at that time the employee must submit proof of alternate coverage and the balance paid by the end of the school year. Eligibility for participation in the buy-out requires written notification of withdrawal and proof of alternate coverage from the employee by June 1st of the year preceding the buy-out. Employees must be out for a full year to get full payment.

2. Written notice and proof of alternative health insurance coverage must be submitted to the Business Office not later than June 1st for the buyouts effective July 1<sup>st</sup>.

3. **Dual Health Insurance Restriction:** No employee hired on or after July 1, 2002 shall be eligible for two-person or family coverage with the District if his/her spouse is an employee of the District and receiving two-person or family coverage. The employee may either be covered under his/her spouse's family or two-person coverage, or may select individual coverage if the employee's spouse has also selected individual coverage. No buyout shall be paid. This clause is not intended to leave an employee uncovered and if such events, such as divorce or separation occur, and as a result the employee is left uncovered, the employee shall be eligible to enroll in the District's plan subject to the provisions of the plan. Employees hired prior to July 1, 2002 shall continue to receive the health insurance buyout if they were receiving it prior to July 1, 2002.

4. Re-entry into the District's health insurance program shall be limited to persons who have lost alternate coverage and shall be allowed at any time, subject only to the waiting period, if any, of the health insurance program's rules and regulations. Upon re-entry, the unit member will receive a pro-rated payment of the buy-out paid for the months out of the applicable year. New hires may opt-out within 30 days and receive this benefit only on a pro-rated basis where applicable, at the time of hire, provided that proof of other health insurance is furnished to the Business Office at the time of making written application.

## SECTION 2: Dental.

The District shall contribute \$200.00 per unit member for dental coverage to either offset premium expenses or personal dental expenses upon proof of dental expenses.

**SECTION 3: Vision Plan.**

The District shall pay 100% of the cost of a Family Vision (CSEA Vision Program) as available through the CSEA Employee Benefit Fund.

Note: Eligibility for participating in said plans are by established criteria as practiced or restricted by the insurance carrier.

**SECTION 4: Flexible Spending Plan**

In accordance with §125 of the Internal Revenue Code, the District shall implement a Flexible Spending Plan for all employees covered under this agreement.

**ARTICLE XV - LUNCH PERIOD**

Employees will be allowed at least one-half (½) hour lunch period.

**ARTICLE XVI - TRAVEL TIME**

Employees traveling between schools as per assignment shall be paid for all such travel time and be granted mileage reimbursement for miles traveled at the rate established by the District but no less than 22.5 cents per mile.

**ARTICLE XVII - RECIPROCAL RIGHTS**

**SECTION 1:**

The Employer shall recognize the right of the employees to designate representatives of the Union to appear on their behalf to discuss salaries, working conditions, benefits, grievances and disputes as to the terms and conditions of this contract and to visit employees during working hours under mutually developed arrangements with the Building Principal or District Office. Any such arrangements shall insure that such access shall not interfere with work duties or performance.

**SECTION 2:**

The employer shall so administer its obligations under this contract in a manner which shall be fair and impartial to all employees and shall not discriminate.

**SECTION 3:**

The Union shall have the right to post notices and other communications on bulletin boards maintained on the premises and facilities of the Employer. Officers and agents of the Union have



the right to visit the Employer's facilities for the purpose of adjusting grievances and administering the terms and conditions of this Agreement subject to the provisions cited in Section 1 of this Article.

**SECTION 4:**

Employees who are designated or elected for the purpose of adjusting grievances or assisting in the administration of this contract shall be permitted time from their regular duties to fulfill these obligations.

**SECTION 5:**

The Employer agrees that each employee will be allowed to examine any public record pertaining to the employee's own personal history and employment. Said employee shall have the right to have his Union representative present at such review.

**SECTION 6:**

The Employer agrees that no material will be furnished to the employees within the purview and intent of this Agreement without prior notification of Union.

**SECTION 7:**

The Employer agrees that if the New York Legislature passes any permissive legislation favorable to the employees, the Union shall be granted a contract re-opener for discussion of said benefit.

**SECTION 8:**

The Employer agrees that the Union shall have the right to represent its members under the Grievance Procedure.

**SECTION 9:**

The Employer shall allow use of the facilities for Union meetings according to District policy.

**ARTICLE XVIII - LABOR - MANAGEMENT COMMITTEE**

The Administration and the CSEA shall meet at least quarterly in labor-management settings, to discuss matters of mutual concern. Agendas will be provided one week in advance of such meetings. If either party desires to meet more often, it may request same.

## ARTICLE XIX - GRIEVANCE PROCEDURE

### DECLARATION OF PRINCIPLES

In order to establish a more harmonious and cooperative relationship between the non-instructional staff and members of the Board of Education, which will enhance the educational program of the Hudson City School District, 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 non-instructional staff pursuant to established rules, regulations and policies of the District. The provisions of these procedures shall be liberally construed for the accomplishment of this purpose.

Every employee shall have the right to present his grievance in accordance with the procedures provided herein, free from interference, coercion, restraint, discrimination or reprisal and shall have the right to be represented at all stages of the grievance procedure.

### DEFINITIONS

A. Employee shall mean any person covered by this Agreement as provided under Article III - Collective Bargaining Unit.

B. Employer shall mean the individual designated by management to review and resolve grievances.

C. Association or Union shall mean the CSEA.

D. Grievance shall mean any claimed violation, misinterpretation or inequitable application of this Agreement or of any laws, rules, procedures, regulations, administrative order or work rules of the Employer, or those matters affecting employees' health or safety, physical facilities, materials or equipment furnished to the employees or supervision of employees, or any other matter(s), in which the employee feels he has been dealt with unfairly.

E. Supervisor shall mean the employee on the next higher level of authority above the employee in the department wherein the grievance exists and who normally assigns and supervises the employee's work.

F. Days shall mean all days other than Saturday, Sunday and holidays which shall be excluded in computing the number of days within which action must be taken or notice given within the terms of this procedure.

## RIGHTS OF PARTIES

### A. Rights of Grievant

1. The Grievant may select any representative(s) to assist him in the processing and/or preparing of grievances, except that no representative may be present from any other employee organization other than CSEA.
2. The Grievant shall have access to all written statements, records and materials relating to the grievance.

### B. Rights of the Association

1. The Association shall receive a copy of any claim, including supporting materials and of any decision rendered pursuant to this procedure.
2. The Association shall have the right to submit briefs to support or refute allegations of any party in a grievance.
3. The Association may have an observer at any hearing, conference, or meeting held under this procedure where it would not be otherwise represented and shall be given seven (7) days notice of the time, date and place of the hearing, conference or meeting.
4. The Association may file a grievance in its own name in matters relating to Union Rights and Recognition.

### C. Mutual Rights

In the event of the unexcused failure on the part of an aggrieved party to be timely, the grievance shall be deemed to be withdrawn. If the Employer or his representative fail to make a decision within the required time period, the grievance shall be deemed to be upheld and all respects final and binding upon the parties.

The function of these procedures is not designated to be used for changing any existing rules, regulations, laws, etc., or establishing new ones.

## PRESENTATION

### STEP ONE

1. An employee(s) who claims to have a grievance shall present his grievance to his supervisor orally or in writing within twenty (20) days of its occurrence or when the employee(s) becomes aware of it.

2. The supervisor shall meet with the aggrieved party to resolve the grievance within three (3) days. After the request for the meeting, he shall render a decision in writing within three (3) days thereafter, a copy of which is sent to both the employee(s) and his representative.

### STEP TWO

1. The aggrieved party, if not satisfied with the decision in Step One, may, within seven (7) days, request a review by the Superintendent's designee. Such request is to be in writing with a copy to the immediate supervisor. The Superintendent's designee shall convene a hearing within seven (7) days, after receipt of the request for said hearing. The Superintendent's designee shall render a decision in writing, within five (5) days after the hearing, copies to be sent to both the aggrieved and his representative.

### STEP THREE

1. The aggrieved person may, within five (5) days of the final determination by the Superintendent's designee, make a written request to the Board of Education for a review and determination. All written statements and records of the case shall be submitted to the President of the Board of Education by the Superintendent's designee. The Board of Education may hold a hearing to obtain further information regarding the case. The Board of Education shall render a final decision within five (5) days after the hearing.

### STEP FOUR - ADVISORY ARBITRATION

1. The aggrieved party may appeal an unsatisfactory decision at Step Three to an arbitrator provided by the American Arbitration Association subject to its rules. The decision arrived at shall be final and binding upon both parties to the Agreement unless either party chooses to appeal to the review panel as detailed in Step Five.

2. The fees and expenses of the arbitrator shall be borne equally by the parties.

3. The arbitrator shall hold a hearing within twenty (20) days after he has been selected and shall render a decision within twenty (20) days after the hearing has been concluded.

4. The arbitrator shall have no power to add to, subtract from or change any of the provision of this Agreement, nor to render any decision which conflicts with a law, regulation, directive or ordinance. Awards may not be retroactive beyond the date the grievance was filed or beyond the date the employee become aware of the grievance except when the grievance involves cash pay earned but not received.

#### STEP FIVE - REVIEW PANEL

1. In the event that the employee does not accept the decision at Step Four, advisory arbitration, he may, within five (5) days, file a written demand for the panel. The arbitration shall consist of a review panel as set forth.

2. A review panel consisting of two (2) employees of the bargaining unit, two (2) members of the Board of Education, and two (2) citizens, one (1) selected by the Board of Education, and one (1) selected by the Bargaining Unit, one (1) administrator chosen by the Bargaining Unit, and one (1) non-voting chairman shall sit in review of all arbitration awards.

3. The non-voting chairman shall be selected by the aggrieved member of the non-instructional staff and the Board in a rotating order from an alphabetical list of five (5) names of residents of the school district, mutually agreed upon by the Unit and Board of Education.

4. The party bringing the grievance to review panel shall assume 2/3 of the cost of the services of the chairman of the review panel, with the other party assuming the remaining 1/3.

5. In no event shall any grievance be subject to appeal to this Step Five except where it involves an interpretation of the contract.

6. The decision of the review panel shall be final and binding.

#### GENERAL PROVISION

1. All grievance discussions, meetings, conferences, hearings at Step One and Two, shall be conducted during the normal work day.

2. The time limits at any Step(s) may be extended by written mutual consent of the parties.

3. The move to arbitration must be approved by the CSEA.

4. Minutes shall be taken at the Step Three hearing, copies of said minutes furnished to all the parties. Cost of such minutes to be borne by the Employer and CSEA equally.

**ARTICLE XX - SAVINGS CLAUSE**

**SECTION 1:**

This contract may be re-opened upon the mutual written consent of the parties.

**SECTION 2:**

If any Section or Article of this Agreement is found to be illegal only that Section will be affected and all other provision of this contract will remain in effect.

**SECTION 3:**

If a determination or decision is made as per Section 2 of this Article, the original parties to this Agreement shall convene immediately for the purposes of negotiating a satisfactory replacement for such Article or part thereof.

**SECTION 4:**

This Agreement is effective the beginning of the fiscal year July 1, 2006, and shall terminate at the close of the fiscal year on June 30, 2010, except as otherwise noted.

**SECTION 5:**

Notice, as provides by Section 204-A of the Civil Service Law, as amended:

**AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT  
ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY  
PROVIDING THE ADDITIONAL FUNDS THEREFORE, SHALL  
NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE  
LEGISLATIVE BODY HAS GIVEN APPROVAL.**

ARTICLE XXI - PRINTING AND DISTRIBUTION

The Employer agrees to print and distribute a copy of the contract to all employees.

In witness thereof, the Parties have executed this Agreement by their duly authorized representatives.

By: John F. Howe  
John F. Howe  
Superintendent

Dated: 2/4/09

By: Timothy Vallee  
Timothy Vallee  
Labor Relations Specialist

Dated: 2/4/09

By: Nicole S. Genito  
Nicole Genito  
CSEA Aides Unit President

Dated: 2/5/09

**STIPULATION OF SETTLEMENT**

**HUDSON CITY SCHOOL DISTRICT**

**And**

**CSEA, LOCAL 1000 AFSCME, AFL-CIO**

**HUDSON CITY SCHOOL DISTRICT AIDES UNIT**


**COLUMBIA COUNTY LOCAL 811**

It is hereby agreed by and between the parties that Article XIV (Insurance), Section 1(F), shall be modified as follows:

1. For unit members receiving health insurance benefits through the District under Article XIV, Section (1) A, B or C, the District shall continue to make its health insurance contribution on behalf of the unit member for the first seven (7) cumulative school days during the course of the fiscal year that the employee is off the payroll. Except as provided for in the exceptions in Article XIV, Section 1 (F), the District's obligation to fund health insurance premiums for unit members shall stop on the eighth day that the unit member is off the payroll.
2. The unit member's contribution toward health insurance premiums shall be calculated as follows: 1/365th of the premiums for each day off the payroll beyond seven cumulative days.
3. This Stipulation shall be effective September 1, 2008.
4. This Stipulation is subject to the approval of the Board of Education.

Dated: January 13, 2009

  
HUDSON CITY SCHOOL DISTRICT

  
CSEA, LOCAL 1000 AFSCME, AFL-CIO  
HUDSON CITY SCHOOL DISTRICT AIDES  
UNIT, COLUMBIA COUNTY LOCAL 811  
