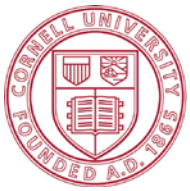

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AGREEMENT

by and between the

ICHABOD CRANE SCHOOL DISTRICT

AND

CSEA, LOCAL 1000 AFSCME, AFL-CIO

CSEA

Ichabod Crane School District Unit 6502
Columbia County Local 811

July 1, 2008 – June 30, 2012

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NYS PUBLIC EMPLOYMENT
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ADMINISTRATION

AGREEMENT

by and between the

ICHABOD CRANE SCHOOL DISTRICT

AND

CSEA, LOCAL 1000 AFSCME, AFL-CIO

CSEA

Ichabod Crane School District Unit 6502
Columbia County Local 811

July 1, 2008 – June 30, 2012

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ARTICLE 1
APPLICABLE LAWS

1.1 Article 14 of the Civil Service Law (Public Employees' Fair Employment Act), the rules and regulations of the Commissioner of Education, and all provisions of the Laws of New York which pertain directly or indirectly to the administration of the public schools of New York State shall apply to this Agreement.

ARTICLE 2
RECOGNITION

2.1 Recognition

A. The Board of Education of the Kinderhook Central School District (the "Board") has recognized the Ichabod Crane Central School District CSEA Unit, Local 1000, AFSCME, AFL-CIO ("CSEA"), as the sole and exclusive bargaining representative of all non-certified employees of the District ("employees") excepting therefrom the following positions:

1. Director of School Facilities & Operations II
2. Transportation Supervisor
3. Cook Manager
4. Clerk of the Board
5. Secretary to the Superintendent of Schools
6. Secretary to the School Business Official
7. Payroll Clerk
8. Accounts Payable Clerk
9. Bookkeeper
10. Secretary to the Assistant Superintendent of Schools
11. Administrative Assistant
12. Nurses (RN's and LPN's)

The negotiating unit shall include full and part-time employees but shall not include substitutes or employees whose term of employment is less than one year.

B. Part-time employment means any employment in the District in which individuals, other than those excluded from this Agreement, work less than 50 percent of the time prescribed as a normal workweek.

C. For the sole purpose of determining when an employee is "part-time", the following shall be considered a regular workweek:

1. Custodians, cleaners and mechanics - 40 hours/week
2. Office workers and Bus Dispatcher - 37-1/2 hours/week
3. Cafeteria - 30 hours/week
4. Bus drivers and Bus Attendants - 20 hours/week
5. Aides and monitors, Classes 1,3,4,5 - 32-1/2 hours/week
6. Aides, monitors, Class 2 including playground and cafeteria monitors - 15 hours/week

2.2 Exclusive Representative

CSEA shall be the sole and exclusive representative for all employees for the purpose of collective bargaining and the administration of grievances pursuant to the terms and conditions of the Public Employees' Fair Employment Act.

2.3 No Strike Pledge

CSEA affirms that it does not assert the right to strike against the employer, to assist or participate in any such strike, or to impose obligations upon its members to conduct, assist or participate in such a strike.

ARTICLE 3
WORKDAY AND WORKWEEK

3.1 Regular Workweek

A. The regular workweek for all custodians, cleaners and mechanics shall be 40 hours. The Board agrees to provide a work year of 16 weeks at 40 hours each, and 36 weeks of 44 hours each, for this group. Temporary leave benefits shall not apply to guaranteed overtime provided in this section. The regular workweek for all office workers shall be 37.5 hours; and for full-time cooks - 30 hours. The District agrees to continue the past practice of including the use of vacation leave, sick leave, business leave, and bereavement leave in the computation of the normal workweek hours to determine eligibility for overtime. This provision merely states the current practice and is not intended to enhance or change benefits which existed prior to July 1, 1988. N.B. not withstanding the provisions of Article 3.3, overtime rates for clerical summer work do not apply until these employees have actually worked 40 hours in a week.

B. Employees who are required to work on Saturday must give written notice on the preceding Thursday, if they are going to be, for any reason, unable to work. Employees going on shift at 3:00 p.m. are to give notice by that hour and all others by 12:00 noon. In the event insufficient personnel are available for work scheduled for a

Saturday, as determined in the discretion of the District, then the District shall have the right to direct employees to perform work on that Saturday.

3.2 Work Year – Clerical Employees

Clerical employees except attendance clerks, who work other than 12 months, will work from September 1st to June 30th. These employees may be required to work on Superintendent's Conference days, for which they will be compensated at the regular rate of pay. These employees will be required to work two additional weeks during August if so scheduled, to be approved by the School Business Official. Whenever possible, the last two weeks (10 working days) in August may be scheduled. Employees affected by this schedule will be compensated at the regular rate of pay. The salary schedule for such employees shall reflect compensation to be paid for any such scheduled summer work. Attendance clerks will work when students attend school and as assigned. Eleven month employees will work ten more additional days during July and August to be approved by the School Business Official.

3.3 Summer Hours

Summer Hours for clerical employees shall be from 9:00 to 4:00 or from 8:00 to 3:00 at the discretion of the Board.

3.4 Work Year - Aides

All aides will work on days that students are in attendance at school. An aide required to work on days other than those when students are in attendance will be compensated at the regular rate of pay. All aides shall work for a full day on each one half day Parent's Conference Day. All aides will work on one full-day conference day prior to the start of the school year as scheduled by the district. Aides will supervise students as necessary. A list of anticipated supervisory assignments will be discussed in labor management prior to a contract settlement.

3.5 Work Year - Cafeteria Employees

The District guarantees a minimum of 180 working days for cafeteria employees.

3.6 Snow Days

A. Employees are not required to report for work when the school is closed because of weather and/or road conditions ("snow day").

1. Announcement of school closing shall be made by 6:30 a.m. whenever

practicable.

2. If the decision to close school, because of weather, is made after CSEA employees are at work, employees shall be excused from work:

   a. One-half hour after the students are dismissed, or
   b. At the time of the announcement, if there are no students in the school.
   c. Bus drivers are expected to complete normal runs.

B. When school is closed for a "snow day" or for part of the day:

1. Employees shall work as directed by the School Business Official.

   a. The School Business Official shall confer with unit supervisors (Transportation, Building and Grounds, and Cafeteria) and Building Principals (Clerical), to determine the number of hours that employees will work.

   b. Assignments shall include emergency type work, including, but not limited to, snow removal, special maintenance, jobs that because of their nature must be completed immediately, etc.

2. Employees who have worked on snow days as directed by the School Business Official, shall be compensated at a regular "straight-time" hourly rate according to the salary schedule. Such payment shall be in addition to a regular day's pay for the "snow day".

C. Second shift employees who report to work on early dismissal days shall be required to report to work within one-half (1/2) hour after the early dismissal. Employees shall be required to work at least four (4) hours (and receive eight hours of pay). Any hours worked beyond four (4) hours shall be paid straight time at the employee's hourly rate. Employees who do not report to work shall be required to charge accruals for the time actually worked by the second shift. The School District agrees that no teams or outside groups are to remain in the buildings to hinder cleaning. Based upon weather conditions, the Director of Facilities may determine to dismiss employee earlier with no charge to accruals.

3.7 Parochial or Private Schools

The work schedule of school bus drivers and school bus attendants will follow the school

calendar of the bus run to which they have been assigned for that school year. Drivers and attendants shall not be required to report to work when their schools are closed and not in session. If an assigned school bus run includes more than one school, the driver and attendant must report to work for the school that is open. On such days, the drivers' and attendants' and pay will be adjusted accordingly.

Drivers and attendants shall not be eligible to use sick leave or business leave if they are not required to report to work.

Drivers and attendants may request work from the Transportation Supervisor if their assigned schools are closed. Work will be assigned by seniority on an as-needed basis.

Regular drivers and attendants will not be allowed to bump substitutes assigned to a run for five (5) days or longer.

3.8 When school is not in session, all employees work the day shift, i.e., Spring recess, Winter recess, Christmas.

ARTICLE 4
OVERTIME

4.1 Overtime compensation for all employees, except cafeteria workers, shall be at the rate of one and one-half times the regular rate for all such employees who work beyond 40 hours in any week.

4.2 Overtime compensation for cafeteria workers shall be at the rate of one and one quarter times the regular rate for all work beyond 30 hours if the work is performed during the time school is in session and at the rate of one and one half the regular rate for all work performed other than during the hours school is in session and at an event for which the District receives reimbursement from an outside agency.

4.3 Differential pay shall be incorporated and become part of the employee's "regular rate" for the purpose of overtime when the differential is paid.

4.4 Compensation for earned overtime shall be paid at the next payday following within two weeks of the submission of the approved form.

ARTICLE 5
ASSOCIATION RIGHTS

5.1 Dues Deduction

The Board shall deduct from the wages of employees, and remit to CSEA, Inc., 143 Washington Avenue, Albany, New York 12210, regular membership dues for those employees who signed authorizations permitting such payroll deduction. The Board also agrees to deduct from the payroll such insurance premiums as may be authorized by the employee who elects to enroll in the programs available from CSEA as fringe benefits of membership.

5.2 Agency Fee

A. The District shall deduct from the salaries of those members of the bargaining unit who are not members of the Association, a service fee (agency fee) equivalent to the total amount per capita dues paid by members of the Association.

B. The agency fee shall be deducted in the same manner as payroll deduction of dues and transmitted promptly to the Association unless the non-member has paid the total agency fee directly to the Association by the last workday in September as stipulated by the Association to the District.

C. Any bargaining unit member subject to the agency fee charge who is employed for less than a full school year shall pay a service fee equivalent to the pro-rata portion of the total annual per capita dues paid by members of the Association.

D. The Association hereby agrees that it will at all times hereafter indemnify and save harmless the District against any liability, loss, damage, cost or expense which it may incur or sustain by reason of any action, suit or proceeding which may be brought against the District by any other person, firm or corporation that may have been or may be claimed to have been damaged or injured in any way by reason of the foregoing agency fee provision of this contract. It is further agreed that in the event any action, suit or proceeding is brought against the District or any officer or any employee for any liability arising out of the aforesaid agency fee provision the said District or District officer or employee shall at once give notice in writing to the Association by mail addressed to the President of the Association. Upon giving of such notice, the Association at its own expense shall defend any such action, suit or proceeding and take all such steps as may be necessary or proper therein to prevent the obtaining of a judgment against the District or its officer or employee, and in the event any such judgment is obtained against the District, prior to the making of any demand upon the District for payment, will pay such judgment in its entirety.

5.3 Employee Representatives

A. The Board recognizes the right of employees to designate representatives of CSEA, to appear on their behalf to adjust salaries, working conditions of the Agreement and to visit employees during working hours. The officers and agents of the CSEA Unit shall have the right to visit the employer's facilities for the purpose of adjusting grievances and administering the terms and conditions of this agreement. Such employee representatives shall also be permitted to appear at hearings before the Board of Education.

B. Employees who are designated or elected for the purpose of adjusting grievances or assisting in the administration of this Agreement, shall be permitted a reasonable amount of time free from their duties to fulfill these obligations. It shall be understood that these obligations have their purpose for the maintenance of harmonious and cooperative relations between the employer and the employee and the uninterrupted operation of governmental services.

5.4 Bulletin Boards

The CSEA Unit shall have the right to post notices and other communications on bulletin boards, maintained on the premises and facilities of the employer, subject to the approval of the contents of such notices, and communications by the President of the Board or his or her designee.

5.5 Employee Organization Leave

Members of the bargaining unit who are elected or appointed officers of the CSEA, Inc., shall have the right to leave without charge to accumulated credits for the conduct of Union Business as follows:

A. Member of the Union Board of Directors. An employee who is a member of the CSEA Board of Directors shall be granted twelve (12) days leave per year to attend Board of Directors meetings. The CSEA shall reimburse the District the salary plus fringe cost of the employee so delegated for each of the days so used. The employee will provide the district with two working days prior notice regarding such attendance.

B. CSEA Functions. The District shall provide up to three (3) days paid leave to CSEA for its representation to attend CSEA functions.

5.6 Labor-Management Committee

The parties agree to hold labor-management meetings at times mutually agreed upon.

ARTICLE 6
SALARY

6.1 Effective July 1, 2008, each step of the salary schedule in effect in the 2008-2009 school year shall be increased by three and one quarter percent (3.25%) on each and every step.

6.2 Effective July 1, 2009, each step of the salary schedule in effect in the 2009-2010 school year shall be increased by three and one-quarter percent (3.25%) on each and every step.

6.3 Effective July 1, 2010, each step of the salary schedule in effect in the 2010-2011 school year shall be increased by three and one quarter percent (3.25%) on each and every step.

6.4 Effective July 1, 2011, each step of the salary schedule in effect in the 2011-2012 school year shall be increased by three and one-half percent (3.5%) on each and every step.

6.5 Effective July 1, 2008, the salary schedule shall reflect Clerk/typists and Dispatcher shall receive an increase of twenty-five cents ($.25) on Step 6. Effective July 1, 2010, the salary schedule shall reflect Clerk/typists and Dispatcher shall receive an increase of twenty-five cents ($.25) on Step 6. The salary schedule without yearly wage increases on all steps would be as follows: Effective July 1, 2008

Step 1: $14.34
Step 2: $14.56
Step 3: $14.86
Step 4: $15.13
Step 5: $15.38
Step 6: $15.63

6.6 Effective July 1, 2008, add the Secretary 1 (Secretary to the Principal) title which would reflect the following changes:

Step 1: $15.25
Step 2: $15.60
Step 3: $15.95

6.7 Employees shall receive said increases in addition to an increment as due.

6.8 Said schedules are attached hereto as Appendix A.

6.9 Longevity

Effective July 1, 2008, the District shall pay a longevity increment in the following amounts:

On July 1, during or upon completion of the 10th yr of service:	$425.00
On July 1, during or upon completion of the 15th yr of service:	$675.00
On July 1, during or upon completion of the 20th yr of service:	$875.00
On July 1, during or upon completion of the 25th yr of service:	$1,075.00
On July 1, during or upon completion of the 30th year of service:	$1,275.00

Effective July 1, 2010, the District shall pay a longevity increment in the following amounts:

On July 1, during or upon completion of the 10th year of service:	$450.00
On July 1, during or upon completion of the 15th year of service:	$700.00
On July 1, during or upon completion of the 20th year of service:	$900.00
On July 1, during or upon completion of the 25th year of service:	$1,100.00
On July 1, during or upon completion of the 30th year of service:	$1,300.00

(e.g. On July 1 following the employees 9th, 14th, 19th, 24th and 29th anniversary date, the longevity benefit applies on July 1 during that year's employment. If the anniversary date is July 1, longevity will be given on July 1 upon completion of the 10th, 15th, 20th, 25th and 30th year. Longevity is paid as per past practice.)

The longevity benefits will be paid in equal installments in the biweekly paycheck during the fiscal year period of employment. An employee is not entitled to remaining longevity payments if he or she terminates employment for any reason during the fiscal year.

6.10 Out of Title Work

An employee who is assigned by the District to perform the duties of an employee in a job classification which has a higher rate of pay for a period of five (5) consecutive working days or more shall be paid for the period of such assignment the rate of pay of such higher job classification next to or higher than the employee's present rate of pay, commencing with the sixth (6th) day of such assignment. Saturdays shall be considered part of the five (5) consecutive working day period, if the employee is normally scheduled to work Saturdays.

6.11 Payroll Dates

All pay dates shall be bi-weekly. All CSEA Unit employees (of any non-teaching

department) shall be paid on the last scheduled working day before a holiday provided that no CSEA Unit employee would be required to work on employee's regular assignment before the end of the pay period, and in the event, the payday would be on the regularly scheduled pay day. If an employee has less than ten sick and/or business leave days accrued, the employee shall have their wages lagged for the duration of their employment.

Overtime for all bargaining unit employees will be paid on a two (2) week lag (real time). All transportation unit employees hired after June 30, 1999 shall be paid on a two week lag basis (real time). Employees in transportation, who are lagged after June 30, 1999, shall have their wages lagged for the duration of their employment with the District.

All employees who hold more than one job title will be paid on a two week basis (real time) effective June 30, 2001.

The payroll date on the last business day of the fiscal year (normally June 30) is eliminated. Any adjustments from the prior pay period or year-end adjustments will be paid on the first payroll date in July.

Dual title employees will be required to submit individual time sheets for payroll period to their immediate supervisor for approval.

6.12 Night Shift Differentials

The District shall pay a shift differential in addition to the employee's regular rate of pay for employees assigned to work other than the normal day shift (i.e. 7 a.m. to 3 p.m.) Custodial and Maintenance, on those days when they actually work a night shift. The night shift differential shall be seventy five ($.75) cents per hour.
Night shift differential will be paid on a two week lag basis (real time). Night differential will only be paid to employees who are assigned the night shift on a regular basis. Day employees working additional hours will not be eligible for the night shift differential.

6.13 Promotions

If an employee is promoted from one job classification to another job classification with a higher rate of pay, employee shall be placed in such job classification at the step which shall provide a rate of pay higher than employee's present rate of pay.

6.14 Demotions

If an employee is demoted to a position in a job classification with a lower rate of pay pursuant to Section 80 of the Civil Service Law, employee shall, upon such demotion, receive the rate of compensation which corresponds with the total number of employee's

years of service in the job classification from which and to which employee was demoted.

ARTICLE 7
RETIREMENT BENEFITS

7.1 Retirement

The District agrees to continue the retirement plans and related death benefits and sick leave options as provided for by the New York State Retirement and Social Security Law.

The benefits currently available under the above State Retirement Plans and options are described in "Appendix E", it being understood that the District's sole obligation is to make the required contributions to the applicable State plans and options and does not guarantee that these benefits are or will be available. For full particulars, consult with the New York State Department of Audit and Control (474-7736) or the New York State Department of Civil Services.

ARTICLE 8
HEALTH INSURANCE

8.1 Health and Major Medical Insurance with Prescription Drug Plan

Except as provided and modified below, the Board of Education shall offer the Secure Blue Preferred PPO Health Insurance Plan with a $5.00/$10.00/$0.00 mail order prescription drug card. The Board will pay 100 percent of the premium for individual and family coverage for employees who are both regularly employed for 20 hours or more weekly and who were hired prior to July 1, 1991.

The Board of Education shall pay 100 percent of the premium for individual coverage for employees regularly employed for 20 hours or more and hired on or after July 1, 1991 and for those employees regularly employed less than 20 hours per week, hired prior to July 1, 1991, upon becoming regularly employed for 20 hours or more per week thereafter. These employees will also be eligible to purchase, at their own expense, spouse and/or family coverage. An employee eligible for District contribution to health and major medical insurance shall contribute fifty percent (50%) of the health insurance premium during the first two (2) years of employment. If an employee, eligible for a District contribution to health and major medical insurance, completes two (2) years of continuous service to the District, the District shall contribute seventy-five percent (75%) of the premium commencing on the third year of employment.

The Board will also provide a plan of health and major medical insurance selected by the District with the approval of the CSEA for employees who are both regularly employed for

20 hours or more weekly and who were hired prior to July 1, 1999, with the following major medical and hospital in-patient and out-patient deductibles

	MAJOR MEDICAL	HOSPITAL
Individual	$100.00	$100.00
Two Person	$200.00	$200.00
Family	$300.00	$300.00

CSEA Employees selecting insurance other than the PPO will pay the following:

Employees hired prior to July 1, 1991 and working 20 hours or more weekly will pay 25% of the cost difference between the premiums for the PPO and the plan selected.
Employees hired after July 1, 1991, but before July 1, 1999 will pay 25% of the cost difference between the premiums for the PPO and the selected plan for individual coverage only. If the employee selects family coverage or two-person coverage the employee must pay 100% of the additional premiums. To receive the 50% or 75% reduction in premiums after 2 or 5 years of continuous service, the employee must select the PPO.

All employees hired after June 30, 1999 must enroll in the PPO.

EFFECTIVE MARCH 1, 2009, the Board of Education shall offer the Secure Blue Preferred PPO 812 (base plan). Health Insurance plan has a carve-out $5/$10/$25 co-pay prescription drug card.

Effective July 1, 2008, there will be no co-pay for mail order prescriptions.
Effective July 1, 2009, there will be no co-pay for mail order prescriptions.
Effective July 1, 2010, there will be one co-pay for mail order prescriptions.
Effective July 1, 2011, there will be two co-pays for mail order prescriptions.

The above mail order prescriptions are for a 90 day supply.

Effective January 6, 2009, health insurance eligible employees will contribute to the PPO 812 health insurance plan according to the following schedule:

	Year 1	Year 2	Year 3
Pre-1991 employees			
Individual plan	1%	4%	7%
Two Person plan	1%	4%	7%
Family plan	1%	4%	7%

	Year 1	Year 2	Year 3
Post-1991 (less than two years of service)			
Individual plan	1%	4%	7%
Two Person plan	15%	12.5%	11%
Family plan	15%	12.5%	11%
Post-1991 (more than two years service)			
Individual plan	1%	4%	7%
Two Person plan	12.5%	10%	10%
Family plan	12.5%	10%	10%

Starting July 1, 2011, all employees shall pay 10% towards the applicable cost of the base plan PPO 812.

As soon as practicable, the District may offer the PPO 816 to any unit member interested. The above percentages will be applicable. If an employee chooses to enroll in any other health plan offered by the Board, the employee shall pay one hundred percent of the difference over the Board's contribution of the PPO 812 premium.

Dual Health Insurance

When both spouses are employed by the District and eligible for health insurance coverage, they have the option of one (1) family plan, one (1) two person plan (if offered) or two (2) individual plans.

8.2 Retirees

The District shall provide the same health insurance coverage (individual, spouse, or family), at District expense, as the employee was enrolled in during active District service for an employee who retires from District service, pursuant to the rules and regulations of the New York State Employees Retirement System (1) after seven consecutive years of District service with respect to employees who commence District service prior to July 1, 1981 or (2) after ten (10) consecutive years of District service with respect to employees who commence District service on or after July 1, 1981. The District's obligation shall be to pay 100% of the premium for individual coverage and 50% of the premium for family coverage for retirees who select the PPO. If a retiree elects to enroll in a plan other than the PPO, which premium exceeds the premium cost of the PPO, the retiree, in addition to the contribution required by this agreement, shall pay 25% of the premium difference between the PPO and the plan selected. Retirees who are eligible for health insurance benefits may elect to participate in

the prescription drug plan at the retiree's expense.

Medicare reimbursement for those active members who retire on or prior to June 30, 2012, when such member retires and becomes Medicare Part B eligible, the District will reimburse the retired unit member for the Medicare Part B premium in the amount of $93.50 per month plus 50% of future increases in the Part B premium with the cap on District contributions of $150.00 per month. This shall apply to the retired member only.

8.3 Health Plan Buyout

Employees who are covered by health insurance from another source may elect not to receive health insurance from the District. Such employees must make such election during the open enrollment period except if the employee becomes ineligible for health insurance from the other source, at which time the employee may re-enroll in a District health insurance plan and receive a prorated buy out. Employees who make such election shall be paid $1,000 for a family or two person buy out or $750.00 for an individual buyout and shall be paid in June of the year in which the election pertains. (For example, an employee who elects in May of 2009 to buy out for the 2009-2010 school year shall receive the payment in June 2010).

Where both spouses work for the District neither shall be eligible for the buyout.

8.4 Dental Plan

The District shall pay 60% of the premium for the Sunrise Dental Plan for those employees qualifying under the conditions as set forth in 8.1 above.

8.5 Health Insurance Maximum

The plan of health and major medical insurance that is acquired in accordance with this Article will include an increase in the lifetime maximum for health insurance coverage per covered individual from $250,000 to $1,000,000. The additional premium for the increased coverage will be contributed by the Board in accordance with the provisions of this Article.

ARTICLE 9
TEMPORARY LEAVE POLICY

9.1 Sick Leave

The District shall grant sick leave subject to the following conditions:

A. Employees shall be allowed one day (defined as hours regularly worked in one day)

per month of employment for sick leave which they may accumulate to 200 days. These days will be granted on the first day of employment at the beginning of each school year, which shall be defined as July 1st for twelve month employees and September 1st for ten month employees. If employment starts any time after the beginning of the school year, sick leave will be prorated. Ten month employees will be allowed ten (10) sick leave days per year; twelve month employees will be granted twelve (12) days sick leave per year.

B. A unit member may use up to five (5) accumulated sick days per year for the illness of family members or other individuals who legally reside in the residence of the unit member. In the event that an employee has used all of his/her family illness leave time, he/she may use his/her unused business leave for family illness. Such leave shall be deducted from the employee's accumulated sick leave and/or business leave. Accumulated sick leave is defined as those unused sick days which an employee has at the conclusion of each year's employment.

C. (i) When an employee is absent due to illness for five (5) consecutive working days the employee must provide the District with a doctor's note to utilize sick leave. If the employee returns to work without a note the District will provide reasonable time for the employee to produce one. The doctor's note must indicate that the employee is able to perform the duties of their positions.

(ii) Employees who have exhausted their sick leave must also provide the District with a doctor's note after an absence of five (5) or more consecutive days.

(iii) When a five day consecutive absence occurs due to any combination of Sick Leave, Family Sick Leave or Business Leave, the District reserves the right to require a doctor's note before said employee may receive the appropriate pay.

D. The open enrollment for the sick leave bank is October 1 of each year. Further information is available from the unit officers.

9.2 Business Leave

A. A maximum absence of three (3) working days per year, non-cumulative will be approved for business reasons for ten (10) month employees.

B. A maximum absence of four (4) working days per year, non-cumulative will be

approved for business reasons for twelve (12) month employees.

C. Unused business leave days are to be added to employees cumulative sick leave days, at the beginning of the new fiscal year.

D. A request for business leave shall be submitted in writing at least three (3) working days in advance of such absence to the employee's immediate supervisor, except in cases of emergency when advance notice cannot be given, in which case the employee's immediate supervisor shall be advised by a telephone call of such emergency as early as possible and the employee shall, upon return to work, complete and submit a business leave form to the immediate supervisor explaining the reasons for the use of said time. The School Business Official shall approve all business leaves prior to application of the benefit.

E. Business Leave days will be granted only for the reasons listed below, and only if the employee cannot use a day school is not in session to conduct the "business" as stated:

A. Legal Matters: house closing, income tax hearing, court appearances, probate proceedings, obtaining licenses.

B. Funerals: attendance at funeral services of a person, the nature of whose prior relationship to the employee warrants such attendance.

C. Ceremonies: graduation of spouse or child, day of wedding, participation in religious ceremonies, honors and award ceremonies involving the employee or immediate family.

D. Education: required educational examinations, required parental visits by parents to college, professional advancement.

E. Religious Observances: an employee may use business days for religious holiday observances of employee's particular faith not covered in the regular school calendar.

F. Family: illness or condition of a family member that requires employee to be in attendance, or any emergency situation at home.

G. Extenuating Circumstances: request for business leave for reasons not included in the above (1-6) may be submitted directly to the School Business Official. Approval of such request shall be at the discretion of the School Business Official.

F. Employee's requests for business leave for such reasons as extension of vacations, hunting, shopping, lack of transportation to school, honeymoon, and visiting relatives/friends, will not be approved by the Administration.

NOTE: Lack of transportation will not be approved except should an employee have car trouble on the way to school and has made a bona fide effort to leave for school. The School Business Official shall, at his/her sole discretion, allow the employee business leave without loss of pay, providing such employee has not used the maximum number of business leave days allowed the employee.

9.3 Bereavement Leave

Each unit member shall be granted up to five (5) days per occurrence, non-cumulative without loss of pay, for absences due to death in the immediate family or the death of another individual who legally resided in the unit member's immediate residence.

A. Immediate family is defined as spouse, parent, grandparent, brother, sister, child, and corresponding members of the spouse's family.

B. The Superintendent of Schools shall, at his or her discretion, have the authority to grant leave under this section due to death of a person who stood in "parentis loci" (place of parents) for the unit member during the deceased person's lifetime. The decision of the Superintendent of Schools shall be, in all cases, final.

9.4 Jury Duty

An employee shall be granted leave without salary deduction to serve on a jury subject to the following conditions:

1) The employee shall return all per diem pay for jury service to the School District upon receipt of same (travel and meal allowances excluded).

2) The employee shall report to the School for his/her normal assignment on any day when jury service is not required or when he/she is excused from jury service prior to 10 a.m.

3) The employee submits proof of jury duty service to Central Office.

9.5 Military Leave

Military leave will be granted to any employee as provided by Sections 242-245 of the

Military Law of the State of New York.

9.6 Leave of Absence Without Pay

Employees may request from the Board up to a one (1) year leave of absence without pay providing that the reason for requesting the leave shall not be for the purpose of seeking employment elsewhere. An employee's written request for leave of absence must be received in Central Office by the Superintendent at least 6 weeks prior to the first day of leave, except in the case of family medical illness or emergency. Except in the case of serious family illness, during each 5 year period of time, an employee may request 2 leaves of absence without pay, the total time not to exceed a one year period. An employee eligible for family leave act will be allowed to follow the rules concerning the Family Leave Act.

An employee must notify Central Office in writing of their intent to return to work at least 30 days prior to the end of the leave of absence.

The CSEA union president will be notified in writing of all approved leave of absences.

9.7 Attendance Incentive Committee

A. An attendance incentive program is established for the purpose of rewarding employees who make minimum use of sick and business leave benefits and to encourage reduction in existing leave benefit usage (the "program"). The program shall be available during the term of this agreement for all full-time employees who work for an entire school year. The program shall be as follows:

1. Each year, during the month of July, the Superintendent shall review the usage of sick and business leave for each member of the negotiating unit in the preceding July 1 through June 30.

2. Each ten (10) and eleven (11) month employee who has utilized less than one and one-half (1-1/2) days of combined sick and business leave and each twelve month employee who has utilized less than three (3) days of combined sick and business leave shall receive up to three (3) unrestricted business leave days ("bonus days") in accordance with the following schedule:

Days of Absence for 10 & 11 Month Employees	Days of Absence for 12 Month Employees	Bonus Days
0	0 to 1	3
.1 to 1	1.1 to 2	2
1.1 to 1.5	2.1 to 3	1

3. For purposes of the program, a leave without pay shall be considered as the use of a sick or business leave day.

4. Bonus days shall be credited effective August 1 following the award and shall be used prior to the next succeeding June 30. In computing the next year's award, usage of bonus days shall not be considered.

B. The existing Attendance Incentive Committee, consisting of three (3) members appointed by the Superintendent and three (3) appointed by the President of CSEA is continued. The Committee shall continue to review the program and shall make recommendations to the Superintendent and the President of CSEA for change.

C. The District and CSEA agree that eligibility levels or number of bonus days shall not be altered prior to July 1, 1993.

ARTICLE 10
VACATIONS

10.1 Vacation Entitlement

Effective July 1, 1995, employees shall receive vacation as follows: (see APPENDIX G FOR SAMPLES OF NEW HIRE VACATION SCHEDULES)

	Days	Level
After employment - prorated days on July 1 for cycle	TBD	1
On Jul 1 after 1st year (during 2nd year to 1st day of 3rd year of service)	10	2
On Jul 1 after 2nd year (during 3rd year to 1st day of 4th year of service)	10	3
On Jul 1 after 3rd year (during 4th year to 1st day of 5th year of service)	10	4
On Jul 1 after 4th year (during 5th year to 1st day of 6th year of service)	10	5
On Jul 1 after 5th year (during 6th year to 1st day of 7th year of service)	15	6
On Jul 1 after 6th year (during 7th year to 1st day of 8th year of service)	15	7
On Jul 1 after 7th year (during 8th year to 1st day of 9th year of service)	15	8
On Jul 1 after 8th year (during 9th year to 1st day of 10th year of service)	15	9
On Jul 1 after 9th year (during 10th year to 1st day of 11th year of service)	16	10
On Jul 1 after 10th year (during 11th year to 1st day of 12th year of service)	17	11
On Jul 1 after 11th year (during 12th year to 1st day of 13th year of service)	18	12
On Jul 1 after 12th year (during 13th year to 1st day of 14th year of service)	19	13
On Jul 1 after 13th year (during 14th year to 1st day of 15th year of service)	20	14

10.2 Scheduling of Vacations

Employees may apply for vacation at any time during the school year. Where management determines that a vacation at that time is feasible, such time shall be approved.

ARTICLE 11
HOLIDAYS

11.1 Twelve Month Employees

All twelve month employees shall be paid for 12 holidays, to be scheduled each year during the term of this Agreement.

11.2 Ten Month Employees

There shall be no paid holidays for ten month employees. Ten month clerical employees shall receive in lieu of such holidays a $200.00 stipend each year during the term of this Agreement which sum shall be paid in June of the school year and shall not be considered part of the employee's regular salary.

11.3 Scheduling of Holidays

The scheduled holidays will be specified by the School Business Official after consideration of the recommendations of the local CSEA representative. A list of scheduled holidays shall be distributed to all CSEA school employees, prior to the beginning of each school year.

ARTICLE 12
WORKING CONDITIONS

12.1 Posting of Vacancies

A. The District shall post notices of vacancies for all positions within the Unit, with a copy to the Unit president.

B. Any employee with qualifications and abilities to perform the duties of said position shall have the opportunity to make application for such position.

C. Seniority of an employee shall be considered as a factor, all things being equal including qualifications and abilities.

12.2 Change in Working Methods or Conditions

The Board shall notify the employees involved in advance of any change in working methods or working conditions, except where such change is required because of an emergency or a major disaster over which the Board had no control.

12.3 Lunch Area

A suitable area will be designated by the Board of Education for the use of custodians and bus drivers for lunch.

12.4 Meals

Effective January 1, 2009, eligible employees shall receive a stipend of six dollars ($6) for breakfast, seven dollars ($7) for lunch, and ten dollars ($10) for dinner.

Eligible employees are employees who commence work before 5:00 a.m. for checking roads or for snow plowing, as determined by the Facilities Manager or the Transportation Supervisor. If school is closed for a snow day, part of the day, or on weekends and holidays, maintenance employees required to work hours other than their regular business day hours, shall receive a meal allowance after four (4) hours of overtime. Anytime between 12:00 midnight and 7:00 a.m. will be considered breakfast. Anytime between 3:30 p.m. and 11:59 p.m. will be considered dinner. Also included are bus drivers for meals obtained during the hours of their employment as determined by the Transportation Supervisor.

12.5 Tools

A. An annual tool allowance shall be provided to each mechanic in the bus garage and maintenance department. The allowance will be paid quarterly or sooner if the payment is in excess of twenty-five ($25.00) dollars for tools owned by the employee which are required for employment are stolen or broken through no negligence on the employee's part.

B. The tool allowance shall be a stipend of two hundred and fifty dollars ($250.00) pay per year for each year of this agreement for each garage/building, maintenance and bus mechanic.

12.6 Reimbursement for Clothing

A. The District will reimburse CSEA unit employees for the reasonable cost of any clothing or other personal property damaged or destroyed as a result of assault suffered by CSEA unit employee while the CSEA unit employee was acting in the

discharge of employee's duties within the scope of employee's employment.

B. The District will provide each bus maintenance mechanic and each building and maintenance mechanic with five (5) changes of uniform (shirts and pants) each week. The District will provide each building and maintenance mechanic, on an alternating annual basis, with either two (2) coveralls or a winter coat. The District will provide each bus maintenance mechanic with a winter coat and two (2) coveralls annually.

Effective July 1, 2009, the District will provide for garage/building, maintenance mechanic, and bus mechanics a two hundred and seventy-five dollar ($275) clothing allowance for each school year. The appropriate clothing can be purchased by the employee pursuant to the District's purchasing policy. It will be the unit member's responsibility to purchase the appropriate clothing.

The District will provide to employees who qualify per industry standard (OSHA) safety shoes with a value up to $150.00.

This benefit will be provided yearly.

Note: Employees may be responsible for taxes on tools and the clothing allowance per IRS and state regulations.

Note: Receipts must be submitted per the requirements of the District's purchasing policy for the accounts payable process.

C. The District will provide five (5) aprons per week for cafeteria workers.

D. The District will provide a fifty ($50.00) dollar annual work shoe allotment for the cafeteria employees. All claims for shoe allotment shall be submitted no later than November 15th of a current school year.

E. Cleaners, Custodians, and Head Custodians shall receive an annual shoe allowance stipend of $50.00. The stipend will be paid as part of the last paycheck in August.

F. Effective July 1, 2004, the District will provide an annual clothing allowance of $50.00 per year for the purchase of white pants for cafeteria employees.

ARTICLE 13
BUS DRIVERS

13.1 Benefit Entitlement

Part-time bus drivers who work less than twenty (20) hours per week on a regular basis shall be entitled to sick days, business days, and bereavement days on a pro rata basis. The percentage of such benefits shall be in the same ratio as the percentage of hours worked to the regular work week of the full-time bus drivers. Substitute bus drivers shall not be entitled to benefits.

13.2 Transfer to Vacancies

When a full-time bus driver leaves the employ of the District and the vacant position is posted, any full-time driver who wishes to transfer to the vacant position may do so if employee has seniority. The position left vacant by this procedure will be filled in the same manner.

13.3 Accident Review Committee

For as long as the Accident Review Committee remains in effect, a school bus driver shall be selected as a voting member of the committee. The school bus driver selected must possess an exemplary driving record and have not been involved in an accident which was determined to be preventable. The Accident Review Committee shall be comprised of the Superintendent or his/her designee, Business Administrator, Transportation Supervisor, Head Mechanic, Driver Trainer, Board Member, representative from insurance company (if necessary), and a representative from the Union.

13.4 Bus Attendants

The District agrees to provide a paid transportation monitor on buses transporting handicapped children. Such transportation monitors, however, will be provided only when the Board of Education determines there is a need.

13.5 Extra Runs

A. Except in the case of an emergency, the driver who works an extra run and does not report for his/her next two regularly scheduled driving duties will be passed over when the next extra run is assigned.

B. All extra runs shall be posted one (1) week in advance when practicable.

C. In the event a driver shows up for a scheduled extra run and the trip is canceled, the driver will be paid for one (1) hour, unless the driver is notified of the cancellation at least one (1) hour prior to departure from home.

D. The District shall use its best efforts to notify bus drivers of the cancellation of a late bus run by 1:30 p.m. of the date of such run.

E. All extra runs shall be assigned on an annual rotation basis using the current seniority list. This would include all drivers on BOCES runs when available, such drivers to be assigned at the discretion of the Supervisor of Transportation.

F. Extra summer runs will be assigned from the seniority list on a rotating basis, which list will continue in force from year to year. This rotation list will be separate from the schedule established by Section 14.3 (E).

G. All regular extra runs shall be assigned on a strict seniority basis.

H. Up-to-date seniority lists will be posted annually or as necessary.

I. Commencing July 1, 2009, any new hires to the bus/maintenance driver's position will be included with the bus drivers in a rotational list by seniority for all athletic trips that occur on Saturday or Sunday. All current bus maintenance drivers will continue to have first refusal on all other athletic trips until they retire from the District or resign their current position.

In the case of an emergency during athletic trips, a bus mechanic will be called for assistance. The call list for an emergency mechanic should be on a strict seniority basis (most senior mechanics to be called first).

13.6 Parent Conferences

A bus driver who is required by a supervisor to attend a conference with the parents of a student shall be guaranteed a minimum one (1) hour's pay at the driver's regular rate of pay for such attendance and shall be paid thereafter for such attendance for each full one-half (½) hour actual attendance.

13.7 Recall

A bus driver who is recalled to work after returning home or who is directed by the District not to leave the bus garage after the completion of the driver's regular run shall be guaranteed one (1) hour's pay for such work.

13.8 Bus Driver and Attendant Physicals and Qualifications

Bus drivers shall be required to have a yearly physical. Any driver that does not have their required physical form submitted to the Superintendent by the due date will be removed from duty without pay until such physical forms are submitted. Bus drivers and bus attendants are required to maintain their qualifications by the due date or they will be removed from duty without pay until such qualifications are satisfied.

ARTICLE 14
IN-SERVICE TRAINING

14.1 The District may require employees to participate in in-service training programs on a regular basis, at District expense, for the purpose of improving employee work skills. Employees may request approval of an in-service training program for which the employee's expenses may be reimbursed in part or whole. With prior approval, training provided by agencies other than the school may be approved for reimbursement.

14.2 The Association is invited to present proposals to the Assistant Superintendent on ways of enhancing in-service training for members of the Association in concert with other on-going policies regarding in-service training.

14.3 All employees shall be required to attend Right to Know and Blood Borne Pathogens in-service training each year.

ARTICLE 15
EMPLOYEE EVALUATION

15.1 All employees affected by this Agreement shall be evaluated at least annually by their supervisors in a manner approved by the Board.

15.2 The Board of Education agrees to implement the attached employee evaluation form to initiate the evaluation program. (The form is attached as Appendix B at the end of this Agreement.)

15.3 The District shall make reasonable efforts to insure a consistent and uniform evaluation for all employees.

ARTICLE 16
DISCIPLINARY ACTIONS AND PERSONNEL FILES

16.1 Disciplinary Actions

All non-probationary employees of the District covered by this agreement shall be entitled to the protection established by Section 75 of the Civil Service Law pertaining to the imposition of discipline, including a written statement of charges and at least an eight (8) day opportunity to respond.

16.2 Personnel File

Any employee shall have the right, upon reasonable notice, to review his/her personnel file in the presence of an appropriate school official and to respond to anything deemed to be unjust in the view of the employee.

ARTICLE 17
SENIORITY

17.1 Computation of Seniority

A. Seniority is defined as the date of original appointment with the District (except bus drivers), with no breaks in service of over one (1) year. Any employee who is terminated or resigned shall lose all seniority rights. However, the employee's earned seniority shall not be lost because of absence due to illness, authorized leave of absence or temporary layoff, up to one (1) year.

B. Seniority shall be accrued in a departmental basis. Seniority shall be held in one department only. A department shall be defined as Transportation, Cafeteria, Operation and Maintenance, Clerical and Aides. Aides employed under the following titles within classification 01 through 06 of the following table shall be considered in separate and distinct layoff units.

Class	Title	Salary Schedule
01	Building Aide	Aide
02	Playground Monitor	Monitor
02	Cafeteria Monitor	Monitor
02	Bus Attendants	Bus Attendant
03	Instructional Aide	Aide
04	Health Aide	Aide
05	Library Aide	Aide
06	Attendance Monitor	Monitor

C. Bus driver's seniority shall commence when such employee starts driving a bus on a regularly assigned run. In the event the run of a bus driver who has been assigned a run of four (4) hours or more a day is reduced to less than four (4) hours a day, the bus driver shall have the right to be assigned to a bus run of the driver with the least seniority who is driving a four (4) hour run.

17.2 Layoffs

A. Layoffs shall be acknowledged in the following manner: A Layoff Unit shall consist of the following: Cafeteria, Clerical, Operation and Maintenance, Transportation and Aides.

B. In the event of a layoff the employee who has the least seniority within a unit shall be the first employee who is laid off.

C. Employees with dual titles, such as mechanic-bus driver, shall maintain dual seniority, as it relates to a layoff.

D. When a reduction of the work force (layoff) occurs, the Board shall give employees so affected ten (10) working days notice.

E. The President of CSEA or a designated officer shall receive a copy of the layoff notice concurrently with the employee.

F. Employees who are laid off under the terms of this Agreement shall not lose their accrued temporary leave benefits or seniority provided they are recalled within two (2) years of the effective date of the layoff.

G. Part-time and temporary employees will be laid off first regardless of their years of continuous service compared to full-time employees.

H. When an employee is on layoff, no preference will be given to the employee for substitute employment in the school district. If an employee works as a substitute, he or she will be paid the Board established substitute rate for the position.

17.3 Recall

As provided in Section 80 of the Civil Service Law, an employee with the most seniority within a layoff unit shall be rehired first within four (4) years of date of layoff.

ARTICLE 18
COPIES OF CONTRACT

A copy of this Agreement shall be reproduced and distributed by and at the expense of the Board to each member of the CSEA unit.

ARTICLE 19
GRIEVANCES

19.1 Declaration of Purpose

The establishment and maintenance of a harmonious and cooperative relationship between the Board and its employees is essential to the operation of the schools. It is the purpose of this procedure to secure, at the lowest possible administrative level, equitable solutions to alleged grievances free from coercion, interference, restraint, discrimination or reprisal, and by which the Board and its employees are offered adequate opportunity to dispose of their differences without the necessity of time-consuming and costly proceedings before administrative agencies and/or in the courts.

19.2 Definitions

A. "Grievances" shall mean any claimed violation, misinterpretation or inequitable application of the existing laws, rules, procedures, regulations, administrative orders of work rules of a government or a department or agency thereof, which relate to or involve employee health, safety, physical facilities, materials or equipment furnished to employees or supervision of employees, provided however, that such term shall not include any matter involving an employee's rate of compensation, retirement benefits, disciplinary proceeding or any matter which is otherwise reviewable pursuant to law or any rule or regulation having the force and effect of law.

B. "Employee" shall mean any person directly employed and compensated by the District serving in a position in the negotiating unit.

C. "Representative" shall mean any person or group of persons designated by the aggrieved employee to act in employee's behalf.

D. "Aggrieved Party" shall mean any person or group of persons in the non-teaching employees negotiating unit filing a grievance.

E. "Party in Interest" shall mean any party named in a grievance who is not the aggrieved party.

F. "Administrative Supervisor" shall mean the School Business Official.

G. "Superintendent of Schools" shall mean the Superintendent of Schools.

H. "Hearing Officer" shall mean any individual or board charged with the duty of rendering decisions of any stage on grievance hereunder as appointed by the Board of Education.

19.3 General Procedures

A. All grievances shall include the name and position of the aggrieved party, the identity of the provision involved in the said grievance, and the time and place where the alleged events or conditions constituting the grievance existed, the identity of the party responsible for causing the said events or conditions, if known to the aggrieved party, and a general statement of the nature of the grievances and the redress sought by the aggrieved party.

B. Except for informal decisions at Stage 1-A, all decisions shall be rendered in writing at each step of the grievance procedure, setting forth findings of fact, conclusions and supporting reasons therefore.

C. If a grievance affects a group of employees and appears to be associated with system-wide policies, it may be submitted to the Association directly at Stage 2 of Section 19.5(B) of the article, hereinafter defined.

D. The preparation and processing of grievances, insofar as practicable, shall be conducted during the hours of employment. All efforts will be made to avoid interruption of assigned work activity.

E. The Board and Association agree to facilitate any investigation which may be required, and to make available any and all material concerning the alleged grievance.

F. Except as otherwise provided in Section 19.5(A)(1) and (2), an aggrieved party and any party in interest shall have the right at all stages of a grievance to confront and cross-examine all witnesses called against him or her to testify and to call witnesses on his or her own behalf, and to be furnished, at his or her expense, with a copy of any minutes of the proceedings made at each and every stage of this grievance procedure.

G. The aggrieved party, or any party in interest, any representative, any member of the grievance committee or any other participant in the grievance procedure or any other person by reason of, shall be free from any interference, coercion, restraint,

discrimination or reprisal.

H. Forms for filing grievances, serving notices, taking appeals, and making reports and recommendations, and other necessary documents will be jointly developed by the Board and the Association. The School Business Official shall have them printed and distributed so as to facilitate operation of the grievance procedure.

I. All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personal files of the participants.

J. If any provision of this grievance procedure or any application thereof to any employee or group of employees in the negotiation unit shall be finally determined by any court to be contrary to law, such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications will continue in full force and effect.

K. The School Business Official shall be responsible for accumulating and maintaining an Official Grievance Record which shall consist of the written grievance, all exhibits, transcripts, communications, minutes and/or notes of testimony, as the case may be; written arguments and brief considered at all levels other than Stage 1-A and all written decisions at all stages. Official minutes will be kept at Board expense of all proceedings in Stages 2,3, and 4. A copy of such minutes will be made available at their cost to the aggrieved party within ten (10) days after the conclusion of hearings at Stage 4. The aggrieved party, any party in interest or the Association may advise the appropriate hearing officer of any errors in said minutes within five (5) working days of the availability of said minutes.

L. Any claim or error in the minutes shall become a part of the Official Grievance Record and the hearing officer shall indicate the determinations made respecting such claimed error. The Official Grievance Record shall be available for inspection by the aggrieved party, and the Board, but shall not be deemed a public record. The aggrieved party shall have the right to make a copy of the Official Record pertaining to his or her case.

M. The existence of the procedure hereby established shall not be deemed to require any employee to pursue the remedies here provided and shall not in any manner impair or limit the right of any employee to pursue any other remedies available in any other form.

19.4 Time Limits

A. Since it is important for good relationships that the grievance be processed as rapidly

as possible, every effort will be made by all parties to expedite the process. The time limits specified for either party may be extended only by mutual agreement.

B. No written grievance will be entertained as described below, and such grievance will be deemed waived unless written grievance is forwarded at the first available stage within 14 working days after the employee knew or should have known of the act or condition on which the grievance was based.

C. If a decision at one stage is not appealed to the next stage of the procedure within the time limits specified, the grievance will be deemed to be discontinued and further appeal under this Agreement shall be barred.

D. Failure at any stage of the grievance procedure to communicate a decision to the aggrieved party, his or her representatives and the Association within the specified time limits shall permit the lodging of an appeal at the next stage of the procedure within the time which would have been allotted had the decision been communicated by the final day.

E. In the event a grievance is filed on or after June 1, upon request by or on behalf of the aggrieved party, the time limits set forth herein will be reduced so that the grievance procedure may be exhausted prior to the end of the school term or as soon thereafter as possible.

19.5 Grievance Procedure Stages

A. STAGE 1: Supervisor

1. An employee having a grievance shall orally present employee's grievance, either directly or through a representative, to employee's immediate supervisor, clearly indicating that it is a grievance. Employee's immediate supervisor shall orally and informally discuss the grievance with the aggrieved employee, with the objective of resolving the matter informally.

2. If the grievance is not resolved informally by the immediate supervisor, the aggrieved employee or employee's representative, shall within five (5) working days, orally present employee's grievance to employee's Department Supervisor clearly indicating that it is a grievance.

3. Department Supervisor shall confer with all parties in interest but, in arriving at his/her decision, will not consider any material or statements offered by or on behalf of any such party in interest with whom consultation has been had, without the aggrieved party or aggrieved party's representative present.

4. If the grievance is not resolved informally, it shall be reduced to writing and presented to the Department Supervisor, and a copy is to be furnished to the Association. Within five (5) working days after the written grievance is presented to him/her, the Department Supervisor shall render a decision thereon, in writing, and present it to the employee, his/her representative and the Association.

B. STAGE 2: Administrative Supervisor

1. If the employee initiating the grievance is not satisfied with the written decision at the conclusion of Stage 1, and wishes to proceed further under this grievance procedure, the employee shall, within five (5) working days, present the grievance to the Association for its consideration.

2. If the Association determines that the employee has a meritorious grievance, then it will file a written appeal of the decision at Stage 1 with the Administrative Supervisor within ten (10) working days after the employee has received such written decision. (The employee retains the right to proceed with the grievance independently of the Association.) Copies of the written decision at Stage 1 shall be submitted with the appeal.

3. The Administrative Supervisor shall render a decision, in writing, to the employee, the Association and its representatives within ten (10) working days after the conclusion of the hearing.

C. STAGE 3: Board of Education

1. If the employee is not satisfied with the decision at Stage 2, the Association will file an appeal in writing with the Board of Education within 15 working days after receiving the decision at Stage 2. The official grievance record maintained by the Administrative Supervisor shall be available for the use of the Board of Education.

2. Within 15 working days after receipt of an appeal, the Board of Education shall hold a hearing on the grievance. The hearing shall be conducted in executive session and a decision shall be rendered within fifteen (15) working days of the conclusion of the hearing.

D. STAGE 4: Advisory Arbitration

1. If the employee does not accept the decision given by the Board of Education,

at the termination of Stage 3 of these grievance procedures, the employee or the Association may file an appeal with the Chief School Officer within 15 working days after having received the decision rendered at the termination of Stage 3.

2. The Chief School Officer shall thereupon, without delay, communicate the nature of the appeal to the arbitrator next in succession, pursuant to paragraph E below, to hear the appeal and request the arbitrator to set an early hearing date involving all parties.

3. The employee whose grievance is being appealed and the Association shall be advised by the Chief School Officer of the date of the hearing set by the arbitrator. The Official Grievance Record maintained by the School Business Official shall be available for the use of the arbitrator.

4. The arbitrator shall within five (5) working days after such hearing, render his/her recommendation to the Board of Education and to the Association.

5. The recommendation of the arbitrator shall, in all cases, be advisory and shall not be binding on either party.

6. The Board of Education shall render its final decision within 15 working days after receiving the recommendation of the arbitrator.

E. The arbitrator shall be selected from the following panel: Maurice Benewitz, James Cashen, Rodney Dennis, Margery Gootnick.

ARTICLE 20
MISCELLANEOUS

20.1 Past Practices

The CSEA and District past practices committee has met and concluded its deliberations. A list of past practices agreed to by the parties is attached to this contract as Appendix C. The parties agree that there are no other past practices and that this Agreement contains all of the employee's terms and conditions of employment.

20.2 Contracting Out

The District recognizes its obligation not to contract out functions presently performed by members of the negotiating unit without negotiations with CSEA. Notwithstanding the execution of this Agreement the District has not waived its right to continue ongoing

negotiations with CSEA.

20.3 Continuation Clause

In the event that for any reason an agreement is not reached by the parties hereto upon the termination date of this Agreement, the terms of this Agreement shall continue in full force and effect until such time as a new agreement is negotiated.

20.4 Severance Clause

If any provision of this Agreement shall be found contrary to law, then such provision shall not be deemed valid and subsisting, except to the effect permitted by law, but all other provisions shall continue to be in full force and effect.

20.5 Legislative Approval (Mandated Provision of Law)

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

20.6 IRS 125 Plan

The School District shall implement an IRS 125 Plan for employees in the bargaining unit.

20.7 403(b) Plan

Unit members may participate in the District's 403(b) plan.

20.8 New Contract

No later than December 15th of the school year in which the contract is to end (June 30th), the parties will enter into good faith negotiations over a successor agreement.

20.9 Labor-Management

The parties agree to discuss the following matters at labor-management: Out of Title Work Provision and Use of Volunteers in School.

20.10 Family Medical Leave Act

Eligible employees shall receive benefits of the Family Medical Leave Act.

ARTICLE 21
DURATION

The term of this agreement shall be July 1, 2008 through June 30, 2012.

Chief Executive Officer

President, CSEA Employee's Unit

President, Board of Education

CSEA Representative

Dated: May 14, 2009

APPENDIX "A"

CSEA WAGE SCHEDULE		3.25%	3.25%	3.25%	3.50%
JOB TITLE	**STEP**	**2008-09 HOURLY**	**2009-10 HOURLY**	**2010-11 HOURLY**	**2011-12 HOURLY**
CLERK/TYPIST	1	14.81	15.29	15.79	16.34
12 Month	2	15.03	15.52	16.02	16.58
TYPICAL HOURS=1950	3	15.34	15.84	16.35	16.92
	4	15.62	16.13	16.65	17.23
	5	15.88	16.40	16.93	17.52
	6	16.41	16.94	17.74	18.36
Secretary 1 (Secretary to Principal)	1	15.25	15.75	16.26	16.83
12 Month	2	15.60	16.11	16.63	17.21
TYPICAL HOURS= 1950	3	15.95	16.47	17.01	17.61
CLEANER	1	14.73	15.21	15.70	16.25
12 Month	2	14.99	15.47	15.98	16.53
TYPICAL HOURS= 2296	3	15.42	15.92	16.44	17.01
CUSTODIAN	1	15.41	15.91	16.43	17.00
12 Month	2	15.70	16.21	16.74	17.33
TYPICAL HOURS= 2296	3	16.14	16.66	17.20	17.81
HEAD CUSTODIAN	1	18.55	19.15	19.77	20.47
12 Month	2	19.15	19.77	20.41	21.13
TYPICAL HOURS= 2296	3	19.68	20.22	20.88	21.61
GEN MECHANIC	1	16.47	17.00	17.56	18.17
12 Month	2	16.71	17.26	17.82	18.44
TYPICAL HOURS= 2296	3	17.15	17.71	18.28	18.92
	6	17.93	18.52	19.12	19.79
BUS DISPATCHER	1	14.81	15.29	15.79	16.34
12 MONTH	2	15.03	15.52	16.02	16.58
TYPICAL HOURS= 2080	3	15.34	15.84	16.35	16.92
	4	15.62	16.13	16.65	17.23
	5	15.88	16.40	16.93	17.52
	6	16.41	16.94	17.74	18.36
BUS/BLDG MECH	1	21.45	22.15	22.87	23.67
12 Month	2	22.13	22.84	23.59	24.41
TYPICAL HOURS= 2296	3	23.03	23.78	24.55	25.41

EW 1/21/09

JW 1/21/09

JOB TITLE	STEP	2008-09 HOURLY	2009-10 HOURLY	2010-11 HOURLY	2011-12 HOURLY
BUS/MAIN/DRIVER	1	16.88	17.43	17.99	18.62
12 Month	2	17.32	17.88	18.46	19.11
TYPICAL HOURS= 2296	3	17.93	18.52	19.12	19.79
BUS DRIVER	1	19.83	20.48	21.14	21.88
	2	20.47	21.13	21.82	22.58
	3	21.44	22.14	22.86	23.66
MONITORS	1	13.20	13.63	14.07	14.56
	2	13.49	13.93	14.38	14.89
	3	13.67	14.11	14.57	15.08
BUS ATTENDANTS	1	13.88	14.33	14.80	15.32
	2	14.17	14.63	15.11	15.64
	3	14.34	14.80	15.29	15.82
FOOD SERVICE	1	13.21	13.64	14.08	14.57
10 MONTH	2	13.49	13.93	14.38	14.89
	3	13.67	14.11	14.57	15.08
COOK	1	14.49	14.96	15.45	15.99
10 MONTH	2	14.66	15.13	15.62	16.17
	3	14.79	15.27	15.76	16.31
HEAD COOK	1	15.77	16.29	16.82	17.40
10 MONTH	2	15.89	16.41	16.94	17.53
	3	16.13	16.65	17.19	17.79
AIDES	1	14.75	15.23	15.72	16.27
10 MONTH	2	15.16	15.65	16.16	16.73
TYPICAL HOURS= 1170	3	15.69	16.20	16.73	17.31
	10	16.50	17.04	17.59	18.21
	15	17.13	17.68	18.26	18.90
	20	17.88	18.46	19.06	19.73
LONGEVITY AMOUNTS	"Year"				
	10	425	425	450	450
	15	675	675	700	700
	20	875	875	900	900
	25	1,075	1,075	1,100	1,100
	30	1,275	1,275	1,300	1,300

CW 1/21/09

JW 1/23/09

APPENDIX B

Ichabod Crane Central School District
Valatie, NY 12184

CO-59

EMPLOYEE PERFORMANCE EVALUATION
NON-INSTRUCTIONAL AND CENTRAL OFFICE SUPPORT STAFF

Employee: _____ **Job Title:** _____

1	2	3	4	5
Poor		**Meets District Standard**		**Excellent**

	Number	Comments
INTERPERSONAL SKILLS:		
Attendance		
Punctuality		
Courtesy/Tactfulness		
Cooperation		
Relationship with others		
WORK CHARACTERISTICS:		
Knowledge/Skills		
Quantity of Work		
Quality of Work		
Resourcefulness		
Initiative		
Flexibility		
Takes Direction Well		
Reliability		
Adaptability		

PRINCIPAL AREAS OF STRENGTHS:

_____

_____

_____

_____

PRINCIPAL AREAS IN NEED OF IMPROVEMENT:

_____

_____

_____

_____

Evaluator's Signature:_____ **Date:**_____

****

☐ I **have read** the Evaluation.

Employee's Signature:_____ **Date:**_____

EMPLOYEE COMMENTS:

_____

_____

_____

_____

_____

Ichabod Crane Central School District

ADMINISTRATORS' GUIDE TO THE EMPLOYEE PERFORMANCE EVALUATION FORM FOR NON-INSTRUCTIONAL AND CENTRAL OFFICE SUPPORT STAFF

INTERPERSONAL SKILLS:

Attendance:

1. Is frequently absent from work without adequate reason
3. Misses work occasionally, but has adequate reason
5. Rarely misses work

Punctuality:

1. Is frequently late for work
3. Occasionally late for work, but has adequate reason
5. Never late for work

Courtesy/Tactfulness:

1. Rude, sometimes disrespectful
3. Friendly
5. Very courteous, helpful to others

Cooperation:

1. Rigid – Does not offer to help others when asked
3. Cooperative
5. Positive attitude, always willing to help others, loyal to the District

Relationship with Others:

1. Maintains a distance with others, lacks courtesy and makes others feel uncomfortable
3. Maintains a satisfactory relationship with others, generally courteous
5. Works well with others, maintains a positive attitude

WORK CHARACTERISTICS:

Knowledge/Skills:

1. Work must be carefully checked at all times, lacks understanding of job
3. Understands scope of assignment, work skills meet agency standards
5. Has thorough knowledge of duties, skills are exceptional

Quantity of Work:

1. Unable to complete the amount of work assigned
3. Works at Agency pace, satisfactorily completes assigned work
5. Maintains a high rate of production

Quality of Work:

1. Often careless, produces poor work
3. Work is generally acceptable
5. Work is consistently of very high quality

Resourcefulness:

1. Does not ask for directions or seek for help when needed
3. Asks questions when needed, looks for answers
5. Readily looks for answers, clarification or assistance

Initiative:

1. Requires direction, does not anticipate needs
3. Regularly anticipates task to be completed, does so without having to be asked
5. Always uses foresight, anticipates and acts on future tasks

Flexibility:

1. Rigid, reluctant to change tasks
3. Flexible, willing to change tasks
5. More than willing, offers to change tasks on own

Takes Direction Well:

1. Has difficulty in following work procedures as directed
3. Does work as requested
5. Easily accepts supervision, responds readily to directives

Reliability:

1. Frequently needs reminding, can't be counted on
3. Dependable, can be relied upon to handle work load
5. Can be depended on to follow through and carry out assigned tasks

Adaptability:

1. Does not handle change well
3. Accepts changes and is able to switch direction without prompting
5. Willing worker at all times, receptive to new work assignments

APPENDIX C

PAST PRACTICES

COFFEE BREAKS

The maintenance and custodial staff of the Ichabod Crane Central School will be permitted to take two 15 minute coffee breaks during the day and evening shift under the supervision of the Director of Facilities and Operations.

WEATHER GEAR

Rain gear and boots for maintenance and custodial staff will be available when the need shall arise as a result of their work assignments. The weather gear and boots shall be property of the school district and shall include rain jackets, rain pants and waterproof boots. This provision shall not apply to such items as work boots, work pants, shirts or winter jackets.

SUMMER HOURS

Summer hours for custodial and maintenance staff have generally been 6:00 a.m. to 3:30 p.m., Monday through Thursday and 6:00 a.m. to 10:00 a.m. on Fridays. The actual determination of summer hours for each building and each employee in the maintenance and custodial department shall be determined by the Director of Facilities and Operations based upon the needs of the school district. Whenever possible the adjusted hours indicated above will be available to the men and women in the maintenance and custodial departments.

SAFETY

Two persons will be in the bus garage while mechanics are working on school district vehicles. The purpose of this policy is to provide assistance in the event a mechanic working on a bus is injured.

ATHLETIC TRIPS

Transportation Department mechanics who are qualified bus drivers will have first refusal on proposed athletic trips for interscholastic sports.

P.M. FIELD TRIPS

Drivers eligible for field trips may be assigned by management to their normal runs provided there is no loss of compensation. In the event that this happens the driver will not be charged with the field trip.

DRIVER'S LOUNGE

A lounge for drivers will be provided. Its location is at the discretion of the Board of Education.

MINIMUM PAY

When a driver takes a regularly assigned school run, a minimum of one (1) hour's time will be paid when the run is less than an hour.

Volunteer firemen and/or rescue squad volunteers called to respond to a fire or emergency will be allowed time free from their normal duties without having to make up time or having time charged to leave credits without loss of pay.

Cafeteria staff will be permitted to have coffee breaks during the day.

APPENDIX D

It is agreed by and between the Board of Education of the Kinderhook Central School District and the Ichabod Crane Central School District CSEA Unit of the Columbia County Local of the Civil Service Employees Association that the 2004-2007 Collective Agreement between the parties, executed herewith, represents all of the terms and conditions of employees serving in positions within the negotiating unit represented by CSEA and concludes collective negotiations for its term.

Notwithstanding this, in the event that during the term of the Agreement another employee organization representing employees of the District negotiates an optometric or vision insurance benefit for its members then, in that event, CSEA may seek to reopen this agreement to negotiate an identical benefit for its members for the balance of the term of the Agreement. Such right to reopen shall affect only such insurance benefits and no other provision of the Agreement may be reopened. All other provisions of the Agreement shall continue for the balance of its term.

FOR THE DISTRICT:

Edmund Brooks

FOR CSEA:

Sherrill Phillips

APPENDIX F

EMPLOYEE ASSISTANCE PROGRAM

It is the intention of the District to provide the support services staff with an Employee Assistance Program (EAP) as developed and implemented through the Rensselaer-Columbia Greene BOCES. The Labor/Management Committee will meet during the year to explore the various programs offered, their content, procedures, availability, cost, and usage and will make a recommendation as to the extent to which the District will continue this benefit at District expense.

APPENDIX G

SAMPLES OF NEW HIRE VACATION SCHEDULE

From date of initial employment to June 30, 2000 earned vacation is pro-rated and made available on July 1, 2001 and thereafter. The employee advances to the next level on the vacation schedule each year.

NEW HIRE ON AUGUST 3, 2001

Aug 3, 2001 to Jun 30, 2002 on Jul 1, 2002	- 2 wk vacation
On Jul 1, 2003 (level 2)	- 2 wk vacation

NEW HIRE ON DECEMBER 10, 2001

Dec 10, 2001 to Jun 30, 2002 on Jul 1, 2002	- 6 day vacation
On Jul 1, 2003 (level 2)	- 2 wk vacation

NEW HIRE ON FEBRUARY 23, 2002

Feb 23, 2002 to Jun 30, 2002 on Jul 1, 2002	- 4 day vacation
On Jul 1, 2003 (level 2)	- 2 wk vacation

The base used for calculating the number of pro-rated vacation days is as follows:

DAYS	EMPLOYMENT DATE
10	07/01 - 08/05
9	08/06 - 09/10
8	09/11 - 10/18
7	10/19 - 11/23
6	11/24 - 12/29
5	12/30 - 02/03
4	02/04 - 03/11
3	03/11 - 04/18
2	04/19 - 05/24
1	05/25 - 06/30

APPENDIX H

MEMORANDUM OF UNDERSTANDING

Recent happenings at the Ichabod Crane Central School District have created employment conditions that are not clearly contained or discussed in the present bargaining agreement. To resolve such matters CSEA and Management met on November 14, 1995 and both parties agree that the following points are designed to outline the manner in which benefits will be applied in a case where the employee holds two jobs (dual employment) within the district.

OVERTIME: When an employee holds two job titles within the district and overtime becomes an issue, it is agreed that the employee will earn such overtime pay "in the title that the overtime occurs".

HEALTH INSURANCE/PRESCRIPTION DRUG PLANS: These benefits will be provided to the employee if a minimum of 20 hours per week for a minimum of 10 months per year is worked as a regular employee regardless of job title.

TEMPORARY LEAVE BENEFITS: The employee will receive prorated temporary leave benefits for sick, business, and family illness as a twelve month employee for as long as the employee works a minimum of forty (40) hours per week in each of twelve months, exclusive of earned vacation. These temporary leave benefits will be applied upon the commencement of employment and in each succeeding year. These benefits apply at the appropriate rates of pay regardless of when taken. For example, if the employee is absent on a day when he is scheduled to drive a bus and clean, one day's leave will be charged against the appropriate leave category. Pay will be based upon the number of hours normally worked in each job description for that day at contract rates. On a day when the person is absent, they will receive the rate of pay appropriately from each job title.

VACATION LEAVE/HOLIDAYS: This leave time will be granted to the employee for work based upon the number of hours worked in the job title that creates the vacation or holiday benefit.