

AGREEMENT
BY AND BETWEEN THE
RONDOUT VALLEY SCHOOL DISTRICT
AND
CSEA, LOCAL 1000 AFSCME, AFL-CIO

CSEA
RONDOUT VALLEY SCHOOL DISTRICT CUSTODIAL
& MAINTENANCE UNIT
ULSTER COUNTY LOCAL 856

JULY 1, 2013 - JUNE 30, 2017



TABLE OF CONTENTS

| ARTICLE | DESCRIPTION | PAGE |
|---------------|---|------|
| | PREAMBLE | 1 |
| ARTICLE I | APPLICABLE LAW | 1 |
| ARTICLE II | UNIT DEFINITION | 1 |
| ARTICLE III | RECOGNITION | 1 |
| ARTICLE IV | COMPENSATION | 3 |
| ARTICLE V | WORKDAY, WORKWEEK AND OVERTIME..... | 5 |
| ARTICLE VI | HOLIDAYS | 5 |
| ARTICLE VII | VACATION LEAVE | 6 |
| ARTICLE VIII | OTHER LEAVES..... | 7 |
| ARTICLE IX | PENSION AND HEALTH INSURANCE | 12 |
| ARTICLE X | PERSONAL INJURY & WORKERS' COMPENSATION BENEFITS..... | 13 |
| ARTICLE XI | SENIORITY | 13 |
| ARTICLE XII | GRIEVANCE PROCEDURE..... | 15 |
| ARTICLE XIII | RECIPROCAL RIGHTS | 16 |
| ARTICLE XIV | WORKING CONDITIONS..... | 17 |
| ARTICLE XV | RIGHTS GUARANTEE..... | 19 |
| ARTICLE XVI | EVALUATION..... | 19 |
| ARTICLE XVII | LEGISLATIVE ACTION..... | 20 |
| ARTICLE XVIII | DURATION OF AGREEMENT AND REOPENING..... | 20 |
| APPENDIX A | 2013-2017 SALARY SCHEDULES | 21 |
| APPENDIX A | 2013-2014 SALARY SCHEDULE | 22 |
| APPENDIX A | 2014-2015 SALARY SCHEDULE | 23 |
| APPENDIX A | 2015-2016 SALARY SCHEDULE | 24 |
| APPENDIX A | 2016-2017 SALARY SCHEDULE | 25 |
| APPENDIX B | REQUEST FOR LEAVE..... | 26 |



PREAMBLE

In order to effect the provisions of Chapter 392 of the laws of 1967 (The Public Employees Fair Employment Act) to encourage and increase effective and harmonious relations between the Rondout Valley Central School District (hereinafter known as "The District") and the custodial and maintenance staff as represented by the Civil Service Employees Association, Local 1000, AFSCME, AFL-CIO, (hereinafter known as "CSEA"), and to provide for the best educational interests of the pupils of the Rondout Valley Central Schools, the District and CSEA make the following agreement.

ARTICLE I APPLICABLE LAW

The New York State Civil Service Law, Article 14, (Public Employees Fair Employment Act), the Rules and Regulations of the Commissioner of Education, and all statutory provisions of law consistent with the functioning and administration of the Rondout Valley Central School District of Accord, New York.

ARTICLE II UNIT DEFINITION

Agreement entered into this 14th day of August 2013 by and between the District and CSEA.

The Agreement governs the wages, salaries, hours, terms and conditions of employment of all employees in the negotiation unit defined as: All regularly employed custodial and maintenance employees, part-time and full-time; all regularly employed custodians, custodial workers, working foremen, maintenance workers, groundsmen, school driver/ messenger, security guard, mechanic, exclusive of Superintendent of Buildings and Grounds and Transportation Liaison and foreman; after negotiations between the parties and as more fully set forth herein.

ARTICLE III RECOGNITION

Section 1. Period of Recognition

The Rondout Valley School District hereinafter referred to as the District, recognizes the Civil Service Employees Association, Inc., Local 1000, AFSCME, AFL-CIO for the Rondout Valley Custodial Unit of the Ulster County Local 856, pursuant to the resolution by the School District issued on November 19, 1968, as the exclusive representative for collective negotiations with respect to salaries, wages, hours and all other terms and conditions of employment for the employees in the bargaining unit as defined in Article II.

Section 2. Other Organizations

The Board agrees not to negotiate with any employee covered by this Agreement or employee organization other than CSEA for the duration of this Agreement.

Section 3. No Strike Provision

The CSEA agrees that it will not strike, conduct a slowdown or work stoppage against the District, or assist or participate in any strike, a slowdown or any work stoppage against the District, or impose an obligation upon its members to conduct, assist or participate in any strike, slowdown or work stoppage. Should the Public Employees Fair Employment Act be changed in this regard, the Act will supersede this section.

Section 4. Dues Deduction

The Civil Service Employees Association, Inc., shall have exclusive rights to payroll deduction of dues and union sponsored insurance and benefit program premiums for employees covered by this agreement. Such dues and premiums shall be remitted to the Civil Service Employees Association, Inc., 143 Washington Avenue, Albany, New York 12210 on a payroll period basis. No other organization shall be accorded any payroll deduction that conflicts with any CSEA sponsored insurance or benefit program without the express written consent and written authorization from Civil Service Employees Association.

Section 5. Agency Shop

1. The CSEA warrants that it has established and maintains and will continue to maintain a refund procedure as required by Section 208(3)(b) of the Civil Service Law and that such procedure complies in all respects with the provisions of that section and Federal and State Law.

2. The District shall deduct from the salary of each employee who is not a member of the CSEA a service fee equivalent to the per capita dues the CSEA levies upon its members. Such fee shall be deducted in the same manner as payroll deduction dues and shall be remitted promptly to the CSEA, unless the CSEA has certified, in writing, to the District by September 15 of each year that the non-member has paid the fee directly to the CSEA.

3. In the event an action or proceeding is commenced in a court of competent jurisdiction or before an administrative agency regarding such fee, the CSEA agrees to provide counsel and to indemnify and save harmless the District from and against the cost of such action or proceeding and to defray the costs of complying with any interim order or final judgment that may be entered therein. Such cost of compliance shall include the cost of recomputation of the salaries of employees and any interest ordered on any such judgment.

Section 6. Information

On the effective date of this agreement, the District shall supply to the Rondout Valley Custodial Unit, a list of all employees in the bargaining unit showing the employee's full name,

school address, social security number, item number, job title, work location, membership status and first date of employment. Such information shall hereinafter be provided to the Rondout Valley Custodial Unit's President on an annual basis upon his/her written request.

Section 7. Access to Employees

The Union and its designated agents have the sole and exclusive right of access to members of the bargaining unit during working hours to administer this agreement and to explain Civil Service Employees Association's sponsored benefits and programs insofar as it does not interfere with assigned duties. The Union will give at least three (3) days advance notice to the Superintendent of Buildings and Grounds or Business Official when possible, and will sign in with the administrator at each school.

ARTICLE IV COMPENSATION

Section 1. Salary Schedule

a. The salaries for employees covered by this agreement are shown in Appendix A which is made a part hereof. The salary schedule shall become effective July 1, 2013 and shall terminate effective June 30, 2017.

Unit members employed by the District as of July 1, 2013 shall receive a recurring \$400 off schedule increase¹ in each year of the four year successor agreement. This provision shall sunset and no new increases shall be added after July 1, 2016. All unit members eligible to move a step will do so for all four years of the successor agreement.

b. Effective July 1, 1978 any employee hired on or after July 1, and on or before December 31, in any school year shall be entitled to a step increment on July 1 of the next year.

Any employee hired on or after January 1 and on or before June 30, shall not be eligible for a step increment on July 1 of that year, but shall be eligible on July 1 of the subsequent year - a waiting period not to exceed eighteen (18) months maximum.

This formula shall be used for crediting time for step increment, longevity payments and vacation allotment.

All incumbent employees shall receive step increments where due on July 1 of each year.

In order to be eligible for step movement after their first year of employment, such employee must have been in a paid status for 75% of the work days in the prior school year.

¹ The increase for such employees in each year shall be \$400, plus step movement, if any. By way of example, a Custodial Worker on Step 4 in the 2012-2013 school year shall be paid as follows: 2013-2014 (\$31,016); 2014-2015 (\$31,933); 2015-2016 (\$33,224); and 2016-2017 (\$34,516). The same methodology shall be used for all other titles in the unit.

c. Effective July 1, 2000, (and on July 1 of each subsequent year) any employee who has completed ten (10) years of service with the District shall be eligible for a longevity increment of Two Hundred Dollars (\$200.00) per year beyond the tenth year.

Upon completion of 10 years service - \$200.00 additional
Upon completion of 11 years service - \$400.00 additional
Upon completion of 12 years service - \$600.00 additional
Upon completion of 13 years service - \$800.00 additional
Upon completion of 14 years service - \$1,000.00 additional
and so on.

Effective July 1, 2001 increase longevity from \$200.00 - \$235.00

Effective July 1, 2002 increase longevity from \$235.00 - \$275.00

Longevity entitlements are determined by multiplying the value of the longevity time (x) the number of completed years of service, beginning with the completion of the tenth year (i.e., 14 years of completed service - $5 \times \$200 = \$1,000$).

Section 2. Shift Differential

Excepting the Security Guard, employees who are scheduled to work a shift in which the majority of working hours fall between the hours of 11:00 p.m. and 7:00 a.m. shall receive a shift differential of eight (8%) percent of their contractual rate of pay. On the evening of holidays, such employees shall be scheduled to work an earlier shift.

Section 3. Promotions

Whenever an employee commences with duties related to a new classification, as approved by Civil Service, he or she will be advanced to the new classification at the salary step closest to, but not lower than his or her present salary.

Section 4. Emergency Call-in-Pay

Any employee called in to work outside of his or her normal working days or hours shall receive a minimum of two hours pay at the applicable rate, provided that the employee has not finished his/her shift immediately prior to such call in. The employer shall not change hours of work and/or work schedules to avoid the payment of overtime.

This will be done on a rotating seniority basis within the appropriate titles needed.

Section 5. Out-of-Title Work

Any employee who performs out-of-title work in a higher classification for one or more work days, shall be receive \$25.00 per day retroactive to the first day. In order to receive out of title pay, the employee must be directly assigned out of title work by a non-unit supervisor.

**ARTICLE V
WORKDAY, WORKWEEK AND OVERTIME**

Section 1. Workday and Workweek

a. The workweek for all employees shall consist of five consecutive workdays, Monday through Friday, or Tuesday through Saturday, not in excess of eight hours per day or forty hours per week, exclusive of a thirty minute lunch period each day.

b. If the District implements a Tuesday through Saturday work week, such work week will be for employees hired after July 1, 1997 or current employees on a voluntary basis.

c. Employees shall have an undisturbed lunch period except in cases of emergency.

d. Beginning with the first Monday after graduation, and concluding a full week prior to the Labor Day weekend, unit members shall operate on a four-day week from 6:00 a.m. through 4:30 p.m. The week prior to Labor Day weekend will be a regular work week. Leave days taken during this Summer period shall be chargeable at the rate of 1 day for each day taken.

Section 2. Overtime - Over Forty (40) Hours

a. The District agrees to pay time and one-half for a 6th day of work to those employees who have completed a forty hour workweek.

b. Paid leave of absence shall be counted as time worked in computing the forty hours.

Section 3. Overtime - Saturdays, Sunday and Holidays

The District agrees to pay time and one-half for a 6th day of work and double time for Sunday and Holidays to those employees who have completed a forty hour week. Unit members who work on Thanksgiving, Christmas or New Year's Day shall receive holiday pay plus time and one-half.

Section 4. Overtime - Notice Requirement

The District shall attempt to give employees forty-eight (48) hours notice when requested to work overtime, except in an emergency.

**ARTICLE VI
HOLIDAYS**

Section 1. Paid Holidays

The following holiday schedule shall be in effect for all employees covered by this

agreement: (14 paid Holidays)

Defined Holidays

| | | |
|------------------------|-----------------|------------------|
| Independence Day | Labor Day | Columbus Day |
| Veterans' Day | Memorial Day | Thanksgiving Day |
| Day after Thanksgiving | Christmas Day | New Year's Day |
| Martin L. King Day | President's Day | (Total 11) |

The remaining three (3) paid holidays shall be subject to the school calendar (total 14).

In addition, unit members shall receive Rosh Hashanah and/or Yom Kippur as holidays if either or both fall on a Monday through Friday and no students or staff are in attendance as per the approved school calendar.

Section 2. Observance

If any of the above holidays fall on a Saturday, or a Sunday, a compensatory day off shall be given in lieu thereof.

In order to earn holiday pay, an employee must have worked the regular workday before and the regular workday after a holiday. An employee on authorized leave is deemed to have worked the day before and/or the day after a holiday.

**ARTICLE VII
VACATION LEAVE**

Section 1. Vacation for 12 month employees

The vacation leave plan for 12 month employees shall be as follows: After one year's employment, the employee is entitled to ten (10) days of vacation. In addition the following days of vacation will be provided:

| Years Completed | Days of Vacation |
|-----------------|------------------|
| 2 | 11 |
| 3 | 12 |
| 4 | 13 |
| 5 | 14 |
| 6 | 15 |
| 7 | 16 |
| 8 | 17 |
| 9 | 18 |
| 10 | 19 |
| 11 and over | 20 |

Eligible employees shall provide the District with a tentative schedule of all of their vacation days for approval on or before March 31. Vacation time shall be taken in blocks of at

least five (5) days, when possible.

The District shall approve said request on or before May 15 of the same year. Where conflicts in scheduling vacation exist, the same shall be resolved by seniority rule, provided the employees concerned have observed the required filing requirements. The District reserves the right to limit the number of employees on vacation.

Vacations shall be implemented on a prorated basis for all eligible incumbent employees. Vacation schedules are to commence July 1 of each year.

When a holiday, referred to in Article VI, Section 1, falls during an employee's vacation period, the employee shall be entitled to add an extra day to his/her vacation leave.

Employees hired on 3/3/98 or after shall receive the following vacation leave:

After 1 year - 10 days
After 5 years - 12 days
After 10 years - 15 days
After 15 years - 20 days.

Section 2. Staffing During Vacations

No building shall have fewer than two (2) individuals on duty during summer vacation periods.

Section 3.

Unused vacation days shall be converted to sick leave days, but shall not be counted towards any of the buyout provisions in this Agreement.

ARTICLE VIII OTHER LEAVES

Section 1. Educational Leave

All full time employees of the school except those on an hourly pay scale shall be entitled to educational leave without pay.

Persons must request leave prior to April 15 of the year in which they intended to study. In turn, written notice must be filed with the Superintendent of Schools by March 15 of the leave year of the employee's intention to return to his/her duties.

Return to the position vacated is at the discretion of the administration and Board of Education. A year of study shall not qualify an employee for an additional step increment.

Section 2. Leave - Sick and Personal

Employees of the Rondout Valley Central School District earn one and one-half days of leave for each month of regular service, four days of which may be utilized as personal leave. (See Section 2b - Personal Leave.) There is no limit on accumulation for members of the staff. (Hourly wage workers are not entitled to sick leave.) Effective in the 2000-2001 school year, employees will have the right to receive 50% of the cash value of up to ten (10) sick days per year as long as the employee will have a minimum of twenty (20) sick days at the end of the year after cashing-out such days.

a. Sick Leave - Sick leave is to be used for personal sickness or family illness (see family illness leave Sub-section 3). Employees are entitled to transfer up to 50 days of sick leave from the last system in which they were employed. Forms requesting transfer of such sick leave will be available on October 1 of each school year. Forms must be completed by October 31 of the school year and must be certified by the previous employer. Any sick leave days that are transferred from the last system in which a unit member was employed shall not be considered for purposes of determining eligibility to sell back unused sick leave days in accordance with this Agreement.

The District reserves the right to have a School District Physician or a physician referred by the School District Physician examine any employee for any absence due to illness or injury at no cost to the employee.

All employees shall make every effort to schedule regular physician or dental appointments during non-working hours whenever possible.

b. Personal - Each employee shall be entitled to a maximum of four (4) days of personal leave each year for the transaction of personal business or religious observance that cannot be accomplished at times other than regularly scheduled work hours. Personal leave shall not be used as vacation time, for the pursuit of a hobby, or an additional vacation. Applications for use of such leave shall be made not fewer than three (3) days in advance of each anticipated absence for personal reasons on a form annexed hereto as Appendix B, except in an emergency, to the designee of the Superintendent. The granting of such leaves is subject to the reasonable operating needs of the District, but the approval of such leave shall not be unreasonably withheld.

Personal leave shall not be available except in an emergency for days immediately preceding or following a vacation or holiday.

Personal leave days not used shall be added to accumulated sick leave. Personal leave shall be limited to 5% of the staff of the building at any given time.

When requests by employees for personal leave conflict, the same shall be resolved by seniority rule.

Section 3. Family Illness Leave

It is the responsibility of each employee to make arrangements for the care of members of his or her immediate family who become ill and require care. Recognizing, however, that there will be situations where it may be impossible to effect such arrangements on an emergency basis, an employee shall be allowed to charge absences from work, which are required to provide bedside care arising out of an illness in the employee's immediate family, against Family Illness Leave. Each employee shall be allotted three (3) days of Family Illness Leave each school year and such leave shall not be accumulative. In addition, employees may utilize up to five (5) days of sick leave as family illness leave during each school year (July 1/June 30). In the event additional time is needed, it shall be charged against accumulated sick leave credits as approved by the Superintendent. As used in this section, "immediate family" shall be defined as the employee's spouse or child, parent or other dependent with whom the employee resides.

Section 4. Family Bereavement

An employee shall be granted leave without charge to other leave credits in the event of death in the employee's immediate family, up to a maximum of five (5) days per occurrence. As used in this section, "immediate family" shall be defined as the employee's spouse, child, parent, grandparent, sibling or parent-in-law.

Section 5. Quarantine

Any employee who is prevented from attending his/her employment because of quarantine shall be entitled to the full benefits of the sick leave policy, even though the employee himself is not ill.

Section 6. Unexcused Absences

All absences other than for illness or for reasons officially approved by the Board of Education shall be deemed unexcused. All 12 month employees shall have 1/260th of their annual salary deducted for each day of unexcused absence.

Section 7. Leave at the Termination of Employment

a. The District shall pay all employees the monetary value of their accumulated vacation time upon their termination of employment provided the employee has not been discharged for just cause.

b. Employees who retire from the District shall receive payment for all unused sick leave days based upon the following formula:

1. Employees may apply the maximum number of days as allotted by law for service credit for retirement purposes.
2. If the employee chooses option "1" as described above, he/she may be remunerated for his/her remaining number of accumulated sick leave days on a graduated scale as follows:

| Accumulated Sick Days | | Percentage of Monetary Value |
|-----------------------|-----|------------------------------|
| Day 1 | 15 | 50% of the daily value |
| Day 16 | 50 | 70% of the daily value |
| Day 51 | 75 | 90% of the daily value |
| Day 76 | 100 | 100% of the daily value |
| Day 101 | 150 | 60% of the daily value |
| Days in excess of 150 | | 0% of the daily value |

c. Employees who separate from the District (other than for retirement or for dismissal for just cause) shall receive payment for unused sick leave days based upon the scale listed below, provided that the employee has been in the employ of the District for a minimum of ten (10) consecutive years:

| Accumulated Sick Days | | Percentage of Monetary Value |
|-----------------------|-----|------------------------------|
| Day 1 | 50 | 25% of the daily value |
| Day 51 | 100 | 50% of the daily value |
| Day 101 | 150 | 60% of the daily value |
| Days in excess of 150 | | 0% of the daily value |

Section 8. Tax Sheltered Annuity Plan

A payroll deduction plan shall be maintained in the District which will allow employees to participate in the tax sheltered annuity program, as sanctioned by the Federal Government.

Section 9. Grievance Representatives

CSEA Representatives in each school building shall be allowed time free from their duties to handle grievances without loss of pay. The CSEA shall advise the District by September 30 as to the identity of the CSEA Representative in each school building.

Section 10. Sick Bank

Effective July 1, 1980 and thereafter during the terms of the contract now in effect, and if included in subsequent contracts, there shall exist a "Sick Bank" constituting a reservoir of unused sick leave, to which members may voluntarily elect to contribute days from unused accumulated sick leave.

The administration of the Sick Leave Bank shall be handled by a joint Unit-District Board. The Sick Leave Board shall consist of four (4) members, two (2) to be appointed by the Unit and two (2) to be appointed by the Superintendent. It shall submit a record of its deliberations and judgments for annual review to both the Unit and the Board.

All who wish to participate in the Bank and who are employed in the District on the effective date of this Agreement for two (2) or more years shall contribute three (3) days of accumulated sick leave. New employees may join the Bank after two (2) years of service with

the District. Applications may be filed between September 1 and September 30 of the year of eligibility.

All employees seeking membership in the Bank must meet the qualifications set forth below.

Qualifications for participation: An employee, in order to participate in the Sick Leave Bank, must have accumulated a total number of days equal to 50% of potential accumulated sick leave for each full year of employment.

General Rules

The Bank must be used by members only for extended absences resulting from illness, accident or disability which normally will require hospitalization or long-termed recuperation.

Payment for sick leave days drawn from the Sick Bank will be at the rate of the regular salary of the recipient.

The Bank shall grant up to a maximum of 20 days provided the applicant has exhausted all of his or her accrued sick leave. Additional days may be granted by the Sick Leave Board which shall act on each request based upon its own merit.

Individuals must prove need to the Sick Leave Board by either a doctor's statement or presenting any other proof required by the Sick Leave Board.

Decisions of the Sick Leave Board shall be final and binding upon all parties.

Carry-over Procedures

All days that remain in the Bank at the end of the year shall be carried over in the following school year.

The Sick Leave Bank shall remain at its current level except for the addition of new employees (at the time of eligibility).

Once the Sick Leave Bank has been exhausted, it shall be renewed subject to the same terms upon which it was created, except that the thirty (30) day period for the eligible employees shall commence with the date upon which the sick bank was exhausted.

Employees who elect not to join the Bank within the time specified above, shall not be eligible to join the bank until it is renewed.

**ARTICLE IX
PENSION AND HEALTH INSURANCE**

Section 1. Retirement Benefits

a. All members of the CSEA unit shall be entitled to be and/or become members of the New York State Retirement System and in conjunction with Section 75-C of the Retirement and Social Security Law shall be entitled to the full benefits of the One-sixtieth Non-contributory Retirement System Plan.

b. Effective July 1, 1974, the District agrees to adopt option 41j, which allows up to 165 accumulated sick leave days to be added to retirement.

c. Effective July 1, 1974, the District agrees to adopt option 60b known as the "improved death benefit".

Section 2. Health Insurance

a. The District agrees to continue to offer to full-time unit members a contributory type group health insurance plan, as provided to other employee groups. Effective July 1, 2013, the District shall pay 90% of the individual or family health insurance premium and unit members shall pay 10% of such premium for unit members hired on or before June 30, 2013. For unit members hired on or after July 1, 2013, the District shall pay 80% of the individual or family health insurance premium and unit members shall pay 20% of such premium. Employee contributions will be automatically deducted by the District through the Section 125 Internal Revenue Code Plan. Additionally, the District's contribution to HMO premiums for individual and family coverage shall not exceed the cost of the individual or family premiums as provided for in the Orange-Ulster School Districts Health Plan.

b. Effective July 1, 1989, upon retirement from District service, the District shall continue to pay health insurance for the employee for life, provided that he or she has been in District service for ten (10) continuous years. For unit members hired on or after February 1, 2010 and retiring from the District immediately following fifteen (15) years of continuous service, the District shall pay the percentage of the individual health insurance premium paid at the time of the unit member's retirement.

c. The District shall contribute the full cost of the premium for each employee enrolled in the CSEA Platinum 12 Vision Employee Benefit Fund (EBF) as of July 1st for each year of the Agreement. Such fund shall be used for the purchase of vision insurance

d. On or before April 1 of each year, existing unit members shall inform the District of their desire to opt out of the District's Health Plan effective July 1. In return for opting out, the unit member shall receive a payment of \$750.00 (family) or \$375.00 (individual) on or before December 1 from the District. If the employee remains out, an additional \$750.00 (family) or \$375.00 (individual) shall be paid on June 1st. In no event would the total amount for the buy-out in any given year exceed \$1,500.00 (family) or \$750.00 (individual); provided, however, if six (6) unit members take the buyout, it shall be increased to \$2,500 family/\$1,250

individual and if eight (8) or more unit members take the buyout, it shall be increased to \$3,000 family/\$1,500 individual.

To be entitled to the above referenced payment, the unit member must produce proof of Health Insurance coverage from another source at the time of application. Re-entry shall be conditional upon compliance by the unit member with the rules of the health insurance provider governing re-entry and with the unit member repaying on a pro-rated basis 1/12 of the family or individual buyout amount for each month for twelve (12) months until the total is repaid.

If the employee ceases working before the full buyout amount has been repaid, the remaining debt will be subtracted from any monies owed by the District to the employees.

- e. The District agrees to implement a flexible spending plan (IRS - 125 plan).

Section 3. Parity Dental Benefit

Unit members receiving a dental insurance benefit as of July 1, 2009 shall continue to receive such benefit. However, no other unit members shall receive such dental insurance benefit.

Section 4. New York State Disability

The District shall provide a payroll deduction for New York State Disability to those employees who authorize such a deduction.

ARTICLE X PERSONAL INJURY AND WORKERS' COMPENSATION BENEFITS

Section 1. Workers' Compensation Insurance

The District will provide Workers' Compensation insurance for all school personnel. Any employee injured in the course of his/her employment for the District must file an accident report with the Business Office within twenty-four (24) hours. Proper forms are available in the Business Office and the Principal's Office.

When the District is reimbursed by the Workers' Compensation carrier for remunerating an employee under the sick leave policy of the District, the employee will receive credit for loss of sick leave. This credit for sick leave will be computed to the nearest day by dividing the reimbursement received from the Workers' Compensation insurance carrier by the employee's daily rate of compensation.

ARTICLE XI SENIORITY

Section 1. Direct and Department Seniority

Individual Seniority shall be in effect from the date an employee is initially hired as a full-time employee.

Departmental seniority shall be effective from the date an employee is appointed to his/her post within one of the following departmental areas:

- (a) Custodians and Custodial Workers
- (b) Maintenance Workers
- (c) Groundsmen
- (d) School Driver/Messenger
- (e) Mechanic and Security

Section 2. Vacancies and New Positions

a. The District shall post notices of all vacancies falling within the bargaining unit no later than two (2) weeks prior to the date on which the position is to be filled and shall attempt to fill all vacancies within thirty (30) days of vacancy. The District shall post such notices in the custodial and maintenance rooms in each school building.

b. The District shall follow the procedure authorized below to fill all vacancies:

1. In filling said vacancies, greater consideration shall be given to qualification, training, performance and attendance. If all such factors are equal, seniority shall be a consideration.
2. Upon request, the District shall give a written explanation to any senior employee who is not selected by the District specifying why he or she was not selected. Such employee shall have the right to grieve such written explanation.
3. Employees who are promoted shall serve at least a twelve (12) week probationary period. If they are unable to perform satisfactorily during this period, they shall be given the option of returning to their former position at their former salary with no less of seniority or benefits.

c. Seniority "in title" shall be the controlling factor in layoffs and recalls. Layoffs shall be effective in inverse order of seniority within title. The District shall notify the unit president and all potentially affected employees of possible layoffs at least thirty (30) days in advance of when layoffs are scheduled to take place. After exercising any Civil Service layoff rights the effected unit member may have, the least senior employee whose title is being subjected to layoff may bump the least senior employee in a previously held title to which the laid off unit member remains qualified, regardless of Civil Service Classification (a competitive title subjected to layoff may bump a non-competitive and/or a labor class title), and said least senior employee shall be subject to layoff from his/her title. The least senior unit member who was bumped shall have the same right to bump a less senior unit member in a previously held title to which the unit member remains qualified.

**ARTICLE XII
GRIEVANCE PROCEDURE**

A. Since the establishment and maintenance of a harmonious and cooperative relationship between the Board and its employees is essential to the operation of the District, it is the purpose of this procedure to secure, at the lowest possible administrative level, equitable solutions to alleged grievances and by which the Board and its employees are given adequate opportunity to dispose of their differences without the necessity of time-consuming and costly proceedings before administrative agencies and/or in the courts.

- B.
1. A **grievance** shall mean a claim by any person or group of persons in the negotiating unit based upon any event or condition effecting terms and conditions of employment.
 2. **Aggrieved party** shall mean any person or group of persons in the negotiating unit who files a grievance.
 3. **Days** shall mean work days, exclusive of holidays and weekends.
 4. **Grievance Committee** shall be the committee created and constituted by the local CSEA Unit.

- C.
1. All grievances shall include the name and position of the aggrieved party, the time when and the place where the grievance took place, the identify of the person(s) responsible for the grievance and the redress sought by the aggrieved party. All grievances must indicate the contract provisions that are alleged to have been violated.

D. Prior to the filing of a written grievance, the grievant(s), the Union and the appropriate supervisor will meet to attempt to resolve the grievance. Notification to the appropriate supervisor of a grievance shall satisfy the filing requirement contained in Stage 1.

STAGE 1

The aggrieved party shall present this grievance in writing, within twenty (20) work days of its occurrence or when the employee knew of its occurrence to the Superintendent of Buildings and Grounds, Maintenance and Security who shall render a written decision within ten (10) work days.

STAGE 2

If not satisfied with the Stage 1 response above, or if no response is received, the aggrieved party shall submit his/her grievance, in writing, within ten (10) work days to the Superintendent who shall render his/her written decision within ten (10) work days.

STAGE 3

If no response is received, or if not satisfied with the Superintendent's response, the aggrieved party, if he chooses, shall submit the grievance in writing, to the Clerk of the Board

within ten (10) work days. The Board shall hold a hearing within fifteen (15) work days and, within ten (10) work days thereafter, shall render its decision in writing to the aggrieved party and the grievance committee.

STAGE 4

If the decision of the Board is not satisfactory, or if the Board does not respond within ten (10) work days after the hearing, the procedures of the American Arbitration Association shall be utilized for final and binding arbitration. Costs shall be shared equally between the parties.

** Any or all of the above time limits may be waived by mutual consent of the District and Union.

ARTICLE XIII RECIPROCAL RIGHTS

Section 1. Administration of Contract

The District shall administer its obligation under this contract in a manner which shall be fair and impartial to employees and shall not discriminate against any employee by reason of sex, nationality, race or creed.

Section 2. Bulletin Board

The CSEA 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 prior approval of the content of such notices and communications by the Business Official. The District shall supply the Unit President with copies of all Civil Service announcements and approved School Board minutes upon written requests.

Section 3. Status of Agreement

This Agreement shall supercede any rules, regulations or practices of the District which shall be contrary to or inconsistent with its terms. The provisions of this Agreement shall be incorporated into and be considered part of the established policies of the District.

Section 4. Copies of Agreement

Copies of this Agreement shall be printed at the expense of the Union and shall be given to all Unit employees now or hereafter employed by the Board.

Section 5. CSEA Representation

The District agrees that any employee elected as a representative of the chapter to attend official CSEA organizational meetings shall be permitted time off up to a maximum of 6 days per year and shall not have them charged against the employee's accrued time.

Section 6. Meetings

The District agrees that the CSEA Unit shall have access to a meeting room eight (8) times per year at 3:00 p.m. for purposes of Unit meetings. Such meetings shall be limited to one (1) hour and the appropriate "Building Use Form" shall be submitted by the Unit President. Should additional time be needed, it may be granted upon request of the Unit President.

Section 7. Labor-Management Committee

The District and the CSEA shall establish a Labor-Management Committee. This committee shall be advisory and consist of six (6) members, three (3) members from the District appointed by the Superintendent and three (3) members from the CSEA of whom two (2) shall be members of the Unit's Executive Committee. The Chairman of this committee shall be appointed by the Superintendent. The Labor-Management Committee shall meet at the request of either party during the year for the purpose of informal discussions relative to matters of mutual concern.

ARTICLE XIV WORKING CONDITIONS

Section 1. Uniforms

Uniforms must be worn by all unit members while on duty. Effective July 1, 2008, the District shall allow Three Hundred and Seventy-Five Dollars (\$375) per year to each full-time unit member to purchase uniforms, including jackets and work shoes. Effective July 1, 2010, the District shall allow Four Hundred Dollars (\$400) per year to each full-time unit member to purchase uniforms, including jackets and work shoes. Selection of uniforms, vendor, payment plan and period of purchase shall be at the discretion of the District. Uniforms are to be purchased by December 1st of each year in order to be reimbursable. The District shall reimburse the unit member as soon as possible after appropriate receipts are submitted.

Section 2. Snow Days

A. All employees are required to report to work on a snow day. All evening shift employees (exclusive of security) shall work 7:00 a.m. - 3:30 p.m. Evening shift employees who are called in prior to 7:00 a.m. shall be paid at the time and one-half (1 ½) rate for all hours worked up to 7:00 a.m. If employees work after 3:30 p.m., such employees shall be paid at the time and one-half (1 ½) rate for all hours worked past 3:30 p.m. Employees may be dismissed early with no loss of pay when work is completed, subject to the satisfaction of the Superintendent of Buildings and Grounds or his/her designee. Employees who do not report to work or who are not excused must provide a medical certificate or they will be docked a day's pay.

B. Employees who are called in to work on a Saturday for snow removal shall be compensated at double time. Employees who are normally scheduled to work Saturday, shall be compensated in accordance with Subsection 2A.

C. Employees will not be expected to report to work on days when schools are closed for unused overage snow days which are being removed from the school calendar and they will not suffer any loss of pay for these days. Any work required on these days will be compensated at the holiday overtime rate provided that the employee has completed a forty-hour (40) week.

Section 3. In-Service Training

In-Service Training programs may be set up for unit employees, and it is agreed that employees shall attend such training programs during working hours as requested by their supervisors.

Section 4. Casual Employees

Casual employees are employees who do not work more than twenty (20) hours per week. They are entitled to an hourly rate, but fringe benefits are excluded.

Section 5. Lunchroom

An adequate room for employees to eat lunch shall be provided.

Section 6.

When an employee is employed as a probationary appointee and confirmed by the Board on a subsequent date, the confirmation dates back to the day of employment.

Section 7.

Upon successfully completing all Civil Service requirements, and having served a probationary period of no less than eight (8) weeks and no more than fifty-two (52) weeks, all competitive class employees and non-competitive and labor class employees hired before July 1, 2000 shall receive coverage under Section 75 and 76 of the Civil Service Law as it relates to discharge and discipline. Non-competitive and labor class employees hired on or after July 1, 2000 shall receive coverage under Section 75 and 76 of the Civil Service Law after serving continuously in the bargaining unit for a period of two (2) years.

Section 8.

a. When an employee is absent and the District determines that the duties of the absent employee need not be completed during the period of absence, his/her work may be done by a substitute when school is in session. If a substitute is not available, the absent employee's work assignment may be done on an overtime basis.

b. The employer shall create seniority lists by school building and job classification. Overtime shall be assigned to employees on a rotating basis. Those employees who accept and work the overtime, or who refuse the overtime, shall be placed on the bottom of the list.

Section 9.

The District shall provide adequate foul weather gear to those employees whose assignments require them.

Section 10.

The District shall provide the equipment and facilities necessary to maintain a safe work environment as prescribed by the New York State Department to Labor.

Section 11.

Whenever possible, the District shall supply employees with two (2) weeks notice of any transfer.

Section 12.

Employees shall be compensated for the use of their personal vehicles on approved District business per the rate established in the Board of Education Policy Book.

Section 13.

If the District requires the presence of an employee for a meeting or supervisory conference, such meeting shall take place during the employee's regularly scheduled work day. Union representation shall be limited to one (1) member of the executive committee.

Section 14. Sign-In/Sign-Out Procedure

All employees will be required to sign-in and sign-out either through a time clock, handwritten sheets or through a security system developed by the District.

**ARTICLE XV
RIGHTS GUARANTEE**

All rights, privileges, or benefits already accorded to the employees of the District shall not be rescinded during the terms of this contract.

**ARTICLE XVI
EVALUATION**

Effective in the 2004-05 school year, an evaluation process will be implemented for all bargaining unit members. The District will have the right to establish the evaluation document, but will provide the Union with thirty (30) days notice prior to implementation and allow the Union to provide input into the evaluation document. It is the intent of the District to annually evaluate each unit member. All evaluations shall be jointly conducted by a non-bargaining unit supervisor/administrator and the facilities manager.

Each employee will be given a copy of the evaluation and will be required to sign the copy to indicate that he or she has received the same. The employee will have thirty (30) calendar days following receipt of any evaluation to request a conference with his or her evaluators to discuss the evaluation. The employee has the right to respond in writing to the evaluation which will be included in the employee's personnel file.

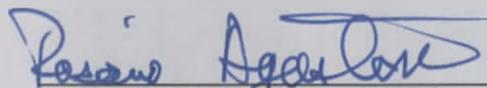
**ARTICLE XVII
LEGISLATIVE ACTION**

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

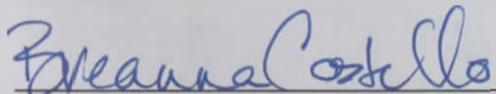
**ARTICLE XVIII
DURATION OF AGREEMENT AND REOPENING**

This Agreement shall be effective July 1, 2013 and shall continue in effect through June 30, 2017. The Board and the Civil Service Employees Association, Local 100, AFSCME, AFL-CIO agree that all negotiable items have been discussed during the negotiations leading to this Agreement, except as provided by law or mutual agreement. Any District policies unaltered or unchanged by the language of this Agreement shall remain in force, and this Agreement shall supersede any rules, regulations or practices of the Board which shall be contrary to or inconsistent with its terms. The provisions of this Agreement shall be incorporated into and be considered part of the established policies of the Board. No later than January 15 of the expiration year, the parties will enter into good faith negotiations over a successor agreement covering the following school year(s).

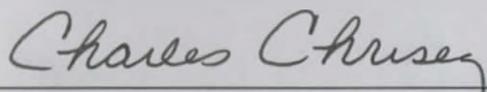
ATTEST:



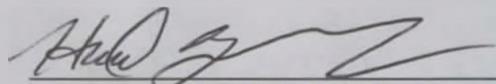
SUPERINTENDENT OF SCHOOLS



PRESIDENT, BOARD OF EDUCATION



**PRESIDENT, RONDOUT VALLEY UNIT
CSEA, LOCAL 856**



**LABOR RELATIONS SPECIALIST
CSEA**

APPENDIX A

SALARY SCHEDULES

TO THE

JULY 1, 2013 TO JUNE 30, 2017

CSEA AGREEMENT

(CUSTODIAL AND MAINTENANCE UNITS)

RONDOUT VALLEY CENTRAL SCHOOL DISTRICT
 2013-14 Salary Schedule

| <u>STEP</u> | <u>Custodial Worker</u> | <u>Custodian</u> | <u>Head Custodian</u> | <u>School Driver/Messenger Groundsman</u> | <u>Security</u> | <u>Maintenance Mechanic</u> | <u>Auto Mechanic</u> |
|-------------|-----------------------------|------------------|---------------------------|---|-----------------|---------------------------------|--------------------------|
| 1 | 28,397 | 34,168 | 35,625 | 30,508 | 30,508 | 35,625 | 44,906 |
| 2 | 28,956 | 34,841 | 36,326 | 31,111 | 31,111 | 36,326 | 45,790 |
| 3 | 29,526 | 35,528 | 37,042 | 31,722 | 31,722 | 37,042 | 46,693 |
| 4 | 30,100 | 36,220 | 37,765 | 32,340 | 32,340 | 37,765 | 47,606 |
| 5 | 30,616 | 36,927 | 38,500 | 32,970 | 32,970 | 38,500 | 48,534 |
| 6 | 31,133 | 37,466 | 39,063 | 33,451 | 33,451 | 39,063 | 49,247 |
| 7 | 32,024 | 38,357 | 40,111 | 34,342 | 34,342 | 40,111 | 50,138 |
| 8 | 32,916 | 39,248 | 41,002 | 35,235 | 35,235 | 41,002 | 51,031 |
| 9 | 33,808 | 40,146 | 41,893 | 36,131 | 36,131 | 41,893 | 51,919 |
| 10 | 34,703 | 41,035 | 42,784 | 37,021 | 37,021 | 42,784 | 52,817 |
| 11 | 36,298 | 42,675 | 44,453 | 38,652 | 38,652 | 44,453 | 54,455 |
| 12 | 37,931 | 44,340 | 46,098 | 40,273 | 40,273 | 46,098 | 56,144 |
| 13 | 38,906 | 45,305 | 47,062 | 41,245 | 41,245 | 47,062 | 57,091 |
| 14 | 39,846 | 46,242 | 47,993 | 42,178 | 42,178 | 47,993 | 58,017 |
| 15 | 40,820 | 47,205 | 48,949 | 43,148 | 43,148 | 48,949 | 58,961 |
| 16 | 41,841 | 48,166 | 49,926 | 44,164 | 44,164 | 49,926 | 59,943 |

RONDOUT VALLEY CENTRAL SCHOOL DISTRICT
 2014-15 Salary Schedule

| <u>STEP</u> | <u>Custodial Worker</u> | <u>Custodian</u> | <u>Head Custodian</u> | <u>School Driver/Messenger Groundsman</u> | <u>Security</u> | <u>Maintenance Mechanic</u> | <u>Auto Mechanic</u> |
|-------------|-----------------------------|------------------|---------------------------|---|-----------------|---------------------------------|--------------------------|
| 1 | 28,397 | 34,168 | 35,625 | 30,508 | 30,508 | 35,625 | 44,906 |
| 2 | 28,956 | 34,841 | 36,326 | 31,111 | 31,111 | 36,326 | 45,790 |
| 3 | 29,526 | 35,528 | 37,042 | 31,722 | 31,722 | 37,042 | 46,693 |
| 4 | 30,100 | 36,220 | 37,765 | 32,340 | 32,340 | 37,765 | 47,606 |
| 5 | 30,616 | 36,927 | 38,500 | 32,970 | 32,970 | 38,500 | 48,534 |
| 6 | 31,133 | 37,466 | 39,063 | 33,451 | 33,451 | 39,063 | 49,247 |
| 7 | 32,024 | 38,357 | 40,111 | 34,342 | 34,342 | 40,111 | 50,138 |
| 8 | 32,916 | 39,248 | 41,002 | 35,235 | 35,235 | 41,002 | 51,031 |
| 9 | 33,808 | 40,146 | 41,893 | 36,131 | 36,131 | 41,893 | 51,919 |
| 10 | 34,703 | 41,035 | 42,784 | 37,021 | 37,021 | 42,784 | 52,817 |
| 11 | 36,298 | 42,675 | 44,453 | 38,652 | 38,652 | 44,453 | 54,455 |
| 12 | 37,931 | 44,340 | 46,098 | 40,273 | 40,273 | 46,098 | 56,144 |
| 13 | 38,906 | 45,305 | 47,062 | 41,245 | 41,245 | 47,062 | 57,091 |
| 14 | 39,846 | 46,242 | 47,993 | 42,178 | 42,178 | 47,993 | 58,017 |
| 15 | 40,820 | 47,205 | 48,949 | 43,148 | 43,148 | 48,949 | 58,961 |
| 16 | 41,841 | 48,166 | 49,926 | 44,164 | 44,164 | 49,926 | 59,943 |

RONDOUT VALLEY CENTRAL SCHOOL DISTRICT
2015-16 Salary Schedule

| <u>STEP</u> | <u>Custodial Worker</u> | <u>Custodian</u> | <u>Head Custodian</u> | <u>School Driver/Messenger Groundsman</u> | <u>Security</u> | <u>Maintenance Mechanic</u> | <u>Auto Mechanic</u> |
|-------------|-----------------------------|------------------|---------------------------|---|-----------------|---------------------------------|--------------------------|
| 1 | 28,397 | 34,168 | 35,625 | 30,508 | 30,508 | 35,625 | 44,906 |
| 2 | 28,956 | 34,841 | 36,326 | 31,111 | 31,111 | 36,326 | 45,790 |
| 3 | 29,526 | 35,528 | 37,042 | 31,722 | 31,722 | 37,042 | 46,693 |
| 4 | 30,100 | 36,220 | 37,765 | 32,340 | 32,340 | 37,765 | 47,606 |
| 5 | 30,616 | 36,927 | 38,500 | 32,970 | 32,970 | 38,500 | 48,534 |
| 6 | 31,133 | 37,466 | 39,063 | 33,451 | 33,451 | 39,063 | 49,247 |
| 7 | 32,024 | 38,357 | 40,111 | 34,342 | 34,342 | 40,111 | 50,138 |
| 8 | 32,916 | 39,248 | 41,002 | 35,235 | 35,235 | 41,002 | 51,031 |
| 9 | 33,808 | 40,146 | 41,893 | 36,131 | 36,131 | 41,893 | 51,919 |
| 10 | 34,703 | 41,035 | 42,784 | 37,021 | 37,021 | 42,784 | 52,817 |
| 11 | 36,298 | 42,675 | 44,453 | 38,652 | 38,652 | 44,453 | 54,455 |
| 12 | 37,931 | 44,340 | 46,098 | 40,273 | 40,273 | 46,098 | 56,144 |
| 13 | 38,906 | 45,305 | 47,062 | 41,245 | 41,245 | 47,062 | 57,091 |
| 14 | 39,846 | 46,242 | 47,993 | 42,178 | 42,178 | 47,993 | 58,017 |
| 15 | 40,820 | 47,205 | 48,949 | 43,148 | 43,148 | 48,949 | 58,961 |
| 16 | 41,841 | 48,166 | 49,926 | 44,164 | 44,164 | 49,926 | 59,943 |

RONDOUT VALLEY CENTRAL SCHOOL DISTRICT
 2016-17 Salary Schedule

| <u>STEP</u> | <u>Custodial Worker</u> | <u>Custodian</u> | <u>Head Custodian</u> | <u>School Driver/Messenger Groundsman</u> | <u>Security</u> | <u>Maintenance Mechanic</u> | <u>Auto Mechanic</u> |
|-------------|-----------------------------|------------------|---------------------------|---|-----------------|---------------------------------|--------------------------|
| 1 | 28,397 | 34,168 | 35,625 | 30,508 | 30,508 | 35,625 | 44,906 |
| 2 | 28,956 | 34,841 | 36,326 | 31,111 | 31,111 | 36,326 | 45,790 |
| 3 | 29,526 | 35,528 | 37,042 | 31,722 | 31,722 | 37,042 | 46,693 |
| 4 | 30,100 | 36,220 | 37,765 | 32,340 | 32,340 | 37,765 | 47,606 |
| 5 | 30,616 | 36,927 | 38,500 | 32,970 | 32,970 | 38,500 | 48,534 |
| 6 | 31,133 | 37,466 | 39,063 | 33,451 | 33,451 | 39,063 | 49,247 |
| 7 | 32,024 | 38,357 | 40,111 | 34,342 | 34,342 | 40,111 | 50,138 |
| 8 | 32,916 | 39,248 | 41,002 | 35,235 | 35,235 | 41,002 | 51,031 |
| 9 | 33,808 | 40,146 | 41,893 | 36,131 | 36,131 | 41,893 | 51,919 |
| 10 | 34,703 | 41,035 | 42,784 | 37,021 | 37,021 | 42,784 | 52,817 |
| 11 | 36,298 | 42,675 | 44,453 | 38,652 | 38,652 | 44,453 | 54,455 |
| 12 | 37,931 | 44,340 | 46,098 | 40,273 | 40,273 | 46,098 | 56,144 |
| 13 | 38,906 | 45,305 | 47,062 | 41,245 | 41,245 | 47,062 | 57,091 |
| 14 | 39,846 | 46,242 | 47,993 | 42,178 | 42,178 | 47,993 | 58,017 |
| 15 | 40,820 | 47,205 | 48,949 | 43,148 | 43,148 | 48,949 | 58,961 |
| 16 | 41,841 | 48,166 | 49,926 | 44,164 | 44,164 | 49,926 | 59,943 |

APPENDIX B

**RONDOUT VALLEY CENTRAL SCHOOL DISTRICT
REQUEST FOR LEAVE**

NAME _____ **DATE** _____

SCHOOL _____ **BARGAINING UNIT** _____

LEAVE CATEGORY _____ **DATES REQUESTED** _____

REASONS FOR REQUEST – If the leave category is “personal”, please indicate whether religious, legal, medical, other (specify), or without pay (not charged against any particular leave credits).

_____ **SIGNATURE** _____

APPROVED/DISAPPROVED BY: _____ **DATE:** _____

COMMENTS _____

NOTE: This application for leave is to be submitted as per your unit’s contractual provisions.



