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Greenburgh Central School District
#7 And Greenburgh Csea

AGREEMENT

by and between the
BOARD OF EDUCATION
of the
**GREENBURGH CENTRAL
SCHOOL DISTRICT NO. 7**

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

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NYS PUBLIC EMPLOYMENT
RELATIONS BOARD



Greenburgh CSD No. 7 Unit
Westchester County Local 860



July 1, 1998 - June 30, 2002



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AGREEMENT

Preamble

Agreement made between the Board of Education of the Greenburgh Central School district (hereinafter referred to as the "Board", "District" or "Employer") and the Civil Service Employees Association, Inc., Local 1000, American Federation of State, County and Municipal Employees (hereinafter referred to as the "CSEA" or "Union").

ARTICLE 1 - RECOGNITION

- A. The Board hereby recognizes the CSEA as the sole and exclusive representative for negotiations with respect to salaries, wages, hours and all other terms and conditions of employment for the employees in the bargaining unit and for the settlement of all grievances.
- B. The District agrees that the Union shall be the sole and exclusive representative for a unit consisting of all personnel employed on an hourly basis in the following titles: bus drivers including substitute bus drivers, school monitors, including substitute

school monitors, noon aides, and substitute noon aides, cleaners, including substitute cleaners, van/chauffeur drivers, interim clerks, clerk-typists and bus monitors.

- C. Nothing contained herein shall be construed to deny to any employee his or her rights under Section 15 of the New York Civil Rights Law, under the State Education Law or under applicable Civil Service laws and regulations.

ARTICLE 2 - DUES DEDUCTIONS

- A. The CSEA shall have sole and exclusive rights to payroll deduction of dues, and for deductions for union sponsored insurance and benefit program premiums for employees covered by this agreement. Such dues and premiums shall be remitted on a payroll basis to the CSEA, 143 Washington Ave., Albany, N.Y. 12210

- B. The District shall deduct dues equivalent to those deducted from union members from all employees who are not members of the union and remit them in the same manner as in "A" above, subject to the rights of employees under applicable law.

ARTICLE 3 - ACCESS TO EMPLOYEES

- A. Except as otherwise provided by law, the Union, and its designated agents, shall have the sole and exclusive right to access members of the bargaining unit during working hours to administer this agreement, to explain CSEA sponsored benefits and programs, and to adjust grievances, provided such access does not interfere with the employer's work schedules and the employee's duties.
- B. The District shall, within 20 days of hire, notify the union of all new hires within bargaining unit including name, job title, salary and first date of employment.

- C. The District shall, upon request of the union, supply a list of all members of the bargaining unit listing name, job title and first date of employment, not to exceed four times per year.
- D. In the event new titles are created by the District, the union president or his or her designee shall be informed, in writing, no later than 10 days after the establishment of such titles.

ARTICLE 4 - FAIR PRACTICES

The Board shall not discriminate against any member of the negotiating unit on the basis of race, creed, color, national origin, sex, marital status or membership or participation in or association with the activities of any employee organization.

ARTICLE 5 - UNION LEAVE

The president of the union or designee shall be entitled to fourteen (14) hours per year of leave without loss of pay for union business. Additional time without loss of pay may be authorized by the Superintendent of Schools or his designee.

ARTICLE 6 - REDUCTIONS IN STAFF

- A. In the event the Board determines that a reduction in staff is required in any area of Civil Service classification within the District, such reductions shall be effected on the basis of Civil Service regulations and inverse order of seniority of service in the District. The Union agrees to cooperate with the District in formulating a seniority list of the members of the unit for this purpose.
- B. All job vacancies shall be posted in appropriate work locations for a period of ten (10) working days to allow all interested employees to apply.
- C. Employees shall be entitled to 30 days notice of intent to reduce staff. Employees who are terminated because of a reduction in staff shall be eligible for recall for the same position for a period of one (1) year.
- D. (1) Routes for transportation employees within this bargaining unit shall be picked on the basis of seniority, by category. Seniority for this purpose is defined as length of service from the date of first hire for any position in the service of the

district. Additionally, exceptions may be made to this paragraph by the Superintendent or his designee, both at the time routes are assigned and during the course of the school year, where the Superintendent or his designee determines, in his discretion, that the District will be better served by the assignment of one or more routes to particular employees. The Superintendent or his designee shall not exercise his discretion in an arbitrary manner.

(2) For the purposes of subparagraph (1), above, employees must be present at the time that routes are picked, individually or by representative. Representative capacity must be proven by written authorization, unless exercised by the Union's labor relation's representative on behalf of an employee. All employees not present to pick a route will be assigned the last route available at the end of the pick.

ARTICLE 7 - ACCESS TO PERSONNEL FILE

Each employee shall, upon request, to office of the Superintendent of Schools, have access to his or her personnel file, excluding letters of reference, but including evaluations

and any correspondence relating to performance of duties, and shall have the right to file a written reply to any unfavorable evaluation or written criticism. Such access shall be at a mutually convenient time upon three (3) day's notice to the Superintendent's office.

ARTICLE 8 - EMPLOYEE MEETINGS

- A. The CSEA shall have the right to hold no more than 1 membership meeting per month on school property upon one (1) week notice to the District.
- B. The CSEA and the District shall, upon the request of either party, meet monthly to discuss issues of mutual concern.

ARTICLE 9 - UNIFORMS

Custodial staff shall be provided with two (2) uniforms per year at no cost to the employee. Bus mechanics shall be provided with five (5) rented uniforms per week at no cost to the employee. During the months of October through March, bus mechanics shall be provided with two (2) rented coveralls per week at no cost to the employee.

ARTICLE 10 - BULLETIN BOARDS

The employer shall provide the union with bulletin boards available to all members of the bargaining unit for the purpose of posting CSEA related materials.

ARTICLE 11 - COMPENSATION

- A. Compensation shall be on an hourly basis pursuant to the salary schedules attached as appendix A.
- B. Overtime work may be required of any and all employees in the Union. All overtime work shall be requested and approved in advance by the Director of Transportation. Employees shall be paid at the rate of one and one-half (1-1/2) times their regular hourly rate of pay for all hours of work beyond forty (40) hours in any calendar week.
- C. Employees who have perfect attendance during any school year will receive merit pay on June 30 of each year on the basis of the following schedule:

- a) No absences from work during a school year - seven (7) days pay at the employee's average daily rate for the year;
- b) One (1) absence from work during a school year - six (6) days pay at the employee's average daily rate for the year;
- c) Two (2) absences from work during a school year - five (5) days pay at the employee's average daily rate for the year;
- d) Three (3) absences from work during a school year - four (4) days pay at the employee's average daily rate for the year;
- e) Four (4) absences from work during a school year - three (3) days pay at the employee's average daily rate for the year;
- f) Five (5) absences from work during a school year - two (2) days pay at the employee's average daily rate for the year;

- g) Six (6) absences from work during a school year -
One (1) days pay at the employee's average daily
rate for the year;

Notwithstanding the effective date of this agreement, merit pay allowed by this article shall be effective beginning on December 1, 1999 and shall be prorated for the 1999-2000 school year from that date. However, for any employee who has not been absent on any day between September 1, 1999 and December 1, 1999, this Article will be effective as of July 1, 1999 and, in such case, benefits under this Article shall not be prorated. For all school years beginning with the 2000-2001 school year, employees who commence their employment prior to December 1 of any school year and are employed by the District for the remainder of the school year shall be entitled to full (not prorated) benefits under this Article. However, in all events and for all school years, including the 1999-2000 school year, if an employee works for the district for less than three (3) months of the school year he or she will not be entitled to any benefit under this Article and if the employee works for three (3) months or more of the school year, but less than a full

school year, his or her benefits shall be prorated. For example, if an employee works for four (4) months out of the school year and is absent two (2) times during that period, he or she will be entitled to 4/10 of five (5) days pay upon separation. Summer employment shall be excluded from all calculations under this Article.

ARTICLE 12 - ADMINISTRATIVE LEAVE

Upon application of an employee, the Board may at any time, for any period of time, for any reason and on such conditions as it, in its sole and uncontrolled discretion, deems advisable, grant administrative leave to any employee in the Union. Such Administrative leave shall be without pay.

ARTICLE 13 - DISCIPLINE

Employees recommended by their supervisor for discipline or termination for any reason, other than a reduction in force, shall, upon request, have their supervisor's recommendation reviewed by the Superintendent of Schools. Any period of suspension prior to review and/or required Board action, if any,

will be without pay. However, should the Superintendent determine that that discipline and/or termination, in part or in whole, is not appropriate, then the employee shall be returned to work with backpay for any period of suspension in excess of that determined by the Superintendent to be appropriate.

The determination of the Superintendent will be final and will not be subject to grievance rights set out in Article 14 of this agreement. This clause shall not be construed to allow employees any rights under the New York State Civil Service law, which they are not otherwise entitled to by that law.

ARTICLE 14 - GRIEVANCE PROCEDURE

1. Objective

It is the declared objective of the Board and the organization to encourage the prompt and informal Resolution of all complaints as they arise and to provide recourse to orderly procedures, consistent with Article 16 of the General Municipal Law, for the satisfactory adjustment of complaints.

2. Definitions

- (a) "Employee" shall mean any person directly employed by the Board included in the negotiating unit hereinbefore defined, or any number of such employees similarly affected by an alleged grievance.
- (b) "Grievance" shall mean a complaint by an employee or by the Union through its officers, that there has been a violation, misinterpretation, or inequitable application of any of the provisions of this agreement, except that the term "Grievance" shall not apply to any matter as to which the Board is without authority to act or to any violation of Article 4 of the agreement.
- (c) "Days" shall mean all days other than Saturdays, Sundays and legal holidays. Saturdays, Sundays and legal holidays will be excluded in computing the number of days within which actions must be taken or notice given.

(d) "Immediate Supervisor" shall mean:

(1) the administrator to whom the employee is directly responsible, or

(2) the person designated in the operational organization plan as the immediate supervisor.

3. Basic Principles

(a) Employees shall have the right to present grievances in accordance with these procedures, free from coercion, interference, restraint, discrimination or reprisal.

(b) The Union, through its officers, shall have the right to present grievances in accordance with these procedures, provided that such grievances shall be limited to those provisions of the agreement as confer special rights and privileges on the Union and shall include matters relating to rights, privileges, duties, and obligations of individual employees except as provided in paragraph 4, "Informal Stage'.

- (c) An employee shall have the right to be represented at any stage of the procedures hereinafter set forth by a person or persons of his or her own choice provided that such person is not an officer in an employee's organization other than the Union and provided further that the Union representative shall be permitted to audit any grievances beyond the informal stage.
- (d) Each party to a grievance shall have access at reasonable times to all written statements and records pertaining thereto and shall have the right to obtain copies thereof.
- (e) All hearings shall be confidential, unless requested otherwise by the aggrieved party.
- (f) It shall be the responsibility of the Superintendent to take such steps as may be necessary to give force and effect to these procedures. Each administrator and immediate supervisor shall have the responsibility to consider promptly each grievance presented to him or her and to make a

determination within the authority delegated to him or her within the time specified in these procedures.

4. Informal Stage

All grievances shall be presented for adjustment, in the first instance, to the immediate supervisor of the employee allegedly aggrieved. The first step of the grievance procedure need not be in writing, but it shall be taken, if at all, within twenty (20) days from the time when the employee became aggrieved and a decision thereon shall be rendered within five (5) days thereafter. Notwithstanding the above, any grievance involving a group of employees, or broad policy questions, may be initiated, with the consent of the Superintendent, beginning at the formal stage.

5. Formal Stage

(a) Within five (5) days after a determination has been made at the informal stage, the aggrieved employee or his or her representative, may make a written request to the Superintendent, or his

designee, for review and determination. The Superintendent, or his designee, shall immediately notify the aggrieved employee, the immediate supervisor of the aggrieved employee and any other administrator previously rendering a determination in the subject matter of the grievance and shall require each of them to submit written statements to him within five (5) days setting forth:

- (1) the specific nature of the grievance;
- (2) all the facts relating thereto;
- (3) the determination(s) previously rendered;
and
- (4) the aggrieved employee's reasons for being dissatisfied with such determination or determinations;

Copies of such written statements shall be made available to the Union and the grievant. Upon request of any party, the Superintendent, or his designee, may notify all concerned in the subject

matter of the grievance, of the time and place where a formal hearing will be held where such persons may appear and present oral and written statements supplementing their positions in the case. Such hearing will be held within five (5) days after receipt of the written statements. Within ten (10) days thereafter, the Superintendent, or his designee, shall render his decision in writing.

- (b) If the grievance is not satisfactorily resolved by the Superintendent, it may be submitted to arbitration by the Union, upon written notification to the employer, in accordance with the voluntary labor arbitration rules of the American Arbitration Association then in effect provided, however, that the Arbitrator shall have no power to alter or modify any express provision of this agreement or to render any award or determination which by its terms affects any such alteration or modification.

6. Preservation of Documents

All written statements and documents presented by all parties to a grievance and all opinions and recommendations incident thereto shall be filed with the Clerk of the Board by the person(s) having possession thereof at the time of the final resolution of the grievance. Such documents shall be kept on file by the Clerk for a period of three (3) years after which they may be destroyed.

ARTICLE 15 - SAVINGS CLAUSE

If any provision of this agreement is found contrary to law then such provision shall not be applicable except to the extent permitted by law, but all other provisions of this agreement shall remain in full force and effect.

ARTICLE 16 - LEGISLATIVE ACTION

It is agreed that any provision of this agreement requiring legislative action to permit its implementation by or amendment of law or by providing additional funds therefore, shall not become effective until the appropriate legislative body has given approval.

ARTICLE 17 - DURATION OF AGREEMENT

The effective date of the Agreement and each of its provisions, unless otherwise stated, shall be July 1, 1998, and it shall continue to force until June 30, 2002.


ARTICLE 18 - RATIFICATION

This agreement was duly ratified by the Board of Education of the Greenburgh Central School District No.7 on December 14, 1999 and by the membership of the Union on December 7, 1999.

IN WITNESS WHEREOF, the undersigned have affixed their signatures
on the day and year set forth below.

Dated:

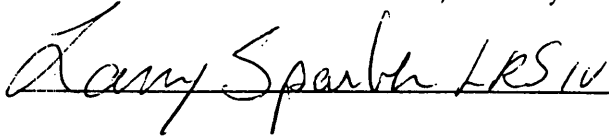
Greenburgh Central School District No.7



Superintendent of Schools
for the Board of Education

Dated:

Civil Service Employees Association, Inc., Local 1000
American Federation of State, County and Municipal Employees



APPENDIX A

Greenburgh Central Schools

CSEA Van Driver Salary Schedule Hourly Rate

Step	Base	1998/99	1999/00	2000/01	2001/02
1	\$12.78	\$13.04	\$13.37	\$13.77	\$14.18
2	\$13.05	\$13.31	\$13.64	\$14.05	\$14.47
3	\$13.31	\$13.58	\$13.92	\$14.34	\$14.77

Greenburgh Central Schools

CSEA Bus Driver Salary Schedule Hourly Rate

Step	1998/99	1999/00	2000/01	2001/02
1	\$14.04	\$14.37	\$14.77	\$15.18
2	\$14.31	\$14.64	\$15.05	\$15.47
3	\$14.58	\$14.92	\$15.34	\$15.77

Greenburgh Central Schools

CSEA Bus Monitor Salary Schedule Hourly Rate

Base	1998/99	1999/00	2000/01	2001/02
\$7.28	\$7.46	\$7.65	\$7.88	\$8.12
\$8.00	\$8.20	\$8.41	\$8.66	\$8.92
\$11.12	\$11.40	\$11.69	\$12.04	\$12.40
\$13.05	\$13.38	\$13.71	\$14.12	\$14.54

Greenburgh Central Schools

CSEA School Aides, Cleaners & Mailman Salary Schedule Hourly Rate

Base	1998/99	1999/00	2000/01	2001/02
\$9.52	\$9.76	\$10.00	\$10.30	\$10.61
\$9.79	\$10.03	\$10.28	\$10.59	\$10.91
\$10.14	\$10.39	\$10.65	\$10.97	\$11.30
\$10.46	\$10.72	\$10.99	\$11.32	\$11.66
\$10.80	\$11.07	\$11.35	\$11.69	\$12.04
\$11.14	\$11.42	\$11.71	\$12.06	\$12.42
\$11.56	\$11.85	\$12.15	\$12.51	\$12.89
\$12.11	\$12.41	\$12.72	\$13.10	\$13.49

Greenburgh Central Schools

CSEA Clerk & Interim Clerk Salary Schedule Hourly Rate

Base	1998/99	1999/00	2000/01	2001/02
\$8.00	\$8.20	\$8.41	\$8.66	\$8.92
\$12.82	\$13.14	\$13.47	\$13.87	\$14.29

SALARY INCREASES BY PERCENTAGES

- A) a salary schedule for transportation drivers is to be set up as follows:

	entry level	1 st year	2 nd year
	12.78	13.05	13.31
1998/99	+2%	+2%	+2%
1999/00	+2.5%	+2.5%	+2.5%
2000/01	+3%	+3%	+3%
2001/02	+3%	+3%	+3%

In addition, drivers of full size buses receive a \$ 1.00 per hour differential in all cases.

- B) Bus monitors salary is to be set at \$ 7.28 plus increases as follows:

1998/99 - -2.5%, 1999-2000- -2.5%, 2000-2001 - + 3%,
2001-2002 - +3%

- C) All other unit members start at their current hourly salary and receive the same increases as the bus monitors.