



Cornell University
ILR School

NYS PERB Contract Collection – Metadata Header

This contract is provided by the Martin P. Catherwood Library, ILR School, Cornell University. The information provided is for noncommercial educational use only.

Some variations from the original paper document may have occurred during the digitization process, and some appendices or tables may be absent. Subsequent changes, revisions, and corrections may apply to this document.

For more information about the PERB Contract Collection, see
<http://digitalcommons.ilr.cornell.edu/perbcontracts/>

Or contact us:

Catherwood Library, Ives Hall, Cornell University, Ithaca, NY 14853
607-254-5370 ilrref@cornell.edu

Contract Database Metadata Elements

Title: Tarrytown Union Free School District and Tarrytown Non-Instructional Unit 9156-1, CSEA Local 1000, AFSCME, AFL-CIO, Westchester Local 860 (2004)

Employer Name: Tarrytown Union Free School District

Union: Tarrytown Non-Instructional Unit 9156 -1, CSEA, AFSCME, AFL-CIO

Local: 1000, Westchester Local 860

Effective Date: 07/01/04

Expiration Date: 06/30/08

PERB ID Number: 8744

Unit Size: 90

Number of Pages: 30

For additional research information and assistance, please visit the Research page of the Catherwood website - <http://www.ilr.cornell.edu/library/research/>

For additional information on the ILR School - <http://www.ilr.cornell.edu/>

GEN
8744

AGREEMENT

**BY AND BETWEEN THE
UNION FREE
SCHOOL DISTRICT
OF THE TARRYTOWNS**

AND THE

**TARRYTOWNS
NON-INSTRUCTIONAL
UNIT 9156-#1**

WESTCHESTER LOCAL 860

LOCAL 1000, AFSCME, AFL-CIO

JULY 1, 2004 – JUNE 30, 2008

RECEIVED

DEC 16 2004

**NYS PUBLIC EMPLOYMENT
RELATIONS BOARD**

70

TABLE OF CONTENTS

ARTICLE	DESCRIPTION	PAGE
I	PREAMBLE AND RECOGNITION	1
II	JOB CLASSIFICATION	1
III	CIVIL SERVICE	1
IV	RETIREMENT PLAN	2
V	SALARY DEDUCTIONS	2
VI	INSURANCE PROVISION	3
VII	DAILY REPORTING	4
VIII	REGULATIONS GOVERNING WORKING CONDITIONS	5
IX	HOURLY RATE EMPLOYEES	5
X	OVERTIME	6
XI	LEGAL HOLIDAYS	8
XII	SICK AND FAMILY ILLNESS LEAVE	9
XIII	BEREAVEMENT LEAVE	12
XIV	PERSONAL LEAVE	13
XV	PARENTAL LEAVE	14
XVI	LEAVE WITHOUT PAY	14
XVII	VACATIONS	14
XVIII	PROMOTION	14
XIX	EMERGENCY DAYS	15
XX	MILEAGE ALLOWANCE	15
XXI	CALENDAR COMMITTEE	15
XXII	EVALUATION AND FILES	15
XXIII	CHANGES AND AMENDMENTS	16
XXIV	DISCIPLINARY PROCEDURES	16
XXV	SAVE HARMLESS CLAUSE	16
XXVI	SAFETY AND WELFARE	16
XXVII	CONTRACTING OUT	17
XXVIII	SALARY	17
XXIX	OUT OF TITLE PAY	18
XXX	LONGEVITY	18
XXXI	ADMINISTRATIVE AND UNION RIGHTS	19
XXXII	MANAGEMENT RIGHTS	20
XXXIII	LAY-OFFS	20
XXXIV	GRIEVANCE PROCEDURE	20
XXXV	DRUG TESTING	23
XXXVI	TERMS OF AGREEMENT	24
PAY SCHEDULE 2004-2005		APPENDIX A
PAY SCHEDULE 2005-2006		APPENDIX B
PAY SCHEDULE 2006-2007		APPENDIX C
PAY SCHEDULE 2007-2008		APPENDIX D
HOURLY RATE BENEFITS SCHEDULE		APPENDIX E

ARTICLE I – PREAMBLE AND RECOGNITION

A. Acceptance of a position with the Public Schools of the Tarrytowns is to undertake a responsibility of a high order. Each employee of the School District assumes part of the responsibility for the welfare of the most valuable possession of the communities – their children. The non-instructional employees not only protect the health and safety of the children of the school, but also teach many valuable lessons in the most effective manner possible, by example. The employee of the School District who performs assigned work efficiently, who is neat in appearance, effective in protecting the property of the school, and who maintains dignity at all times for his/her work and for the schools is a teacher of children.

B. COLLECTIVE BARGAINING AGREEMENT entered into by and between the Union Free School District of the Tarrytowns (hereinafter referred to as the “District”), recognizes the Civil Service Employees Association, Inc., Local 1000, AFSCME, AFL-CIO, for the Tarrytowns Non-Instructional Unit – 9156-1, (hereinafter referred to as the “Union”), as the sole and exclusive bargaining representative for the unit defined as all non-instructional personnel not represented by CSEA Unit 9156-2. Titles to be excluded from the union are the Superintendent of Buildings and Grounds, the Supervisor of Transportation and all other administrative, teaching, and supervisory employees.

ARTICLE II – JOB CLASSIFICATION

The specific duties and responsibilities of each position in the school district are found in the applicable job descriptions as maintained in the Office of Instruction and Personnel.

ARTICLE III – CIVIL SERVICE

A. The regulations of the New York Civil Service Commission cover all non-instructional employees of the School District. Nothing in these policies or other regulations of the School District is to be considered as superseding the Civil Service regulations.

B. 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 fund therefore shall not become effective until the appropriate legislative body has given approval.

ARTICLE IV – RETIREMENT PLAN

A. The School District will provide for all Civil Service employees regularly working more than twenty (20) hours per week membership in the New York State and Local Retirement Systems.

B. The District shall subscribe to the New York State and Local Retirement Systems and shall participate in a buy-back of credit for veterans if allowed by the legislature, provided that it is done at no cost to the District.

C. The District shall allow any employee who actually retires from active District employment under the terms of the New York State and Local Retirement Systems to cash in unused sick days remaining as of the day of retirement at the rate of fifty (\$50) dollars for each day in excess of 40 accumulated. No allowance will be granted for more than 100 such days, with a maximum payment of five thousand (\$5,000) dollars.

ARTICLE V – SALARY DEDUCTIONS

A. 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 insurance organization shall be accorded any payroll deduction privilege without express consent and written authorization of the Civil Service Employees Association, Inc.

The District agrees to submit to the Civil Service Employees Association, Inc., 143 Washington Avenue, Albany, New York 12210, each payroll period, a list itemizing the deductions of each employee.

B. The District agrees that no other representative or Organization offering benefits or programs similar to those offered or sponsored by the Civil Service Employees Associations, Inc., shall be provided access to bargaining unit employees. The Employer further agrees that it will not permit any other organization or union to hold meetings for the purpose of discussing terms and conditions of employment, or be provided meeting space, on property or premises owned or occupied by the Tarrytown School District.

C. The Civil Service Employees Association, Inc., having been recognized or certified as the exclusive representative of employees within the bargaining unit represented by this agreement, shall have deductions made from the wage or salary of employees of said bargaining unit who are not members of the Civil Service Employees Association, Inc. The District shall make such deductions and transmit the amount so deducted, along with a listing of such employees, to Civil Service Employees Association, Inc., 143 Washington Avenue, Albany, New York 12210.

D. On the effective date of this Agreement, the District shall supply to the Union a list of all employees in the bargaining unit showing the employees full name, home address, social security number, job title, work location, membership status, insurance deduction and first date of employment. Such information shall hereafter be provided to the Unit President on a quarterly basis.

E. The District shall supply to the Union President on a bimonthly basis the name, number, and work location and date of hire all new employees. In addition, the District shall supply a listing of employees showing their work location, who terminate their employment or are terminated from their employment.

ARTICLE VI – INSURANCE PROVISION

A. Effective July 1, 1990, the District shall contribute \$500.00 per eligible employee per year for participation in the current dental plans or an acceptable alternate.

B. Additionally, the District shall pay for two (2) pair of glasses per family, per year, through the participating provider or \$50.00 per pair on receipt of paid invoices for all eligible employees.

C. Effective July 1, 1990, and each year thereafter, all eligible employees shall be required to pay (10%) percent of the annual premium for health insurance and the District shall pay ninety (90%) percent.

The District reserves the right to substitute health insurance carriers at no less than the benefits of the plan currently in effect. Copies of the plan shall be given to the Union for review.

Upon retirement, health insurance benefits will continue for all annual salaried employees. The share paid by the employee upon retirement shall be the same as was in effect at the time of retirement. The Union and the District together shall seek the best coverage possible.

D. Upon retirement, dental insurance and life insurance will be continued for all annual salaried employees hired before March 10, 1995 only. The dental and life benefits will not apply to employees hired after March 10, 1995. The District and the Union together will seek the best coverage possible.

E. The District will pay \$48.06 toward the total annual cost of individual life insurance for all members of this unit.

F. Bus Driver employees are required to have a physical examination in August of each year. This service is provided at District expense in the office of the School Physician. No employee of this classification may enter upon assigned duties at the opening of school in September without a satisfactory physical examination being on file.

ARTICLE VII – DAILY REPORTING

Each employee of the School District shall sign on the sheets provided giving the date and time of reporting for work each day and shall sign the time of leaving the job. This sheet is the official record of employment upon which the payrolls are justified and salary checks prepared. No salary payment can be made without this sheet bearing the proper entry. If the immediate supervisor of the employee does not have the payroll sheet available, immediate question should be raised as to its whereabouts so that no deduction will be necessary.

ARTICLE VIII – REGULATIONS GOVERNING
WORKING CONDITIONS

A. In order to ensure proper personnel coverage, the Superintendent of Schools will establish the schedule of work hours.

B. The workweek for the custodial staff, including bus drivers and maintenance personnel shall consist of forty (40) hours per week, eight (8) hours per day, Monday through Friday.

Bus Drivers who are on a trip and on duty inside their buses during lunchtime will be paid for that time. If they are in-district for all or part of the hours, 11:30 a.m. to 2:00 p.m., and not working, they will have an unpaid lunchtime. Similarly, if they are on a trip and not on duty, they will have an unpaid lunchtime.

C. The District has the right to require that uniforms be worn during working hours and laundered by the employee to whom they are issued. A committee will be formed to finalize uniforms provided to employees and procedures relating to same.

D. The employer and employee acknowledge the applicability of the Omnibus Transportation Employee Act of 1991 to bus drivers as provided by law.

ARTICLE IX – HOURLY RATE EMPLOYEES

A. Salaries shall be paid according to the schedules attached to this agreement.

B. An hourly-rate employee who works 20 hours or more per week and has been employed for one year is eligible to participate in insurance benefits. Health, dental, optical and life insurance plans will be available on current enrollment dates and on a shared-cost basis determined by the number of hours worked (Current Benefits Schedule Appendix F).

C. Leave provisions for employees who work twenty hours or more per week are as follows:

Hours Worked Per Day	Sick Days Per Year	Personal Days Per Year
6 - 7.5	10	1
5 - 5.5	8	1
4 - 4.5	6	0

D. Two family illness days per year may be taken from an employee's sick days.

E. Hourly rate employees shall be entitled to a total of five (5) bereavement days per year, as defined in Article XIII, the hours of such days being the time that they are scheduled to work on a regular basis. Bereavement days may be taken for relatives as per Article XIII.

ARTICLE X – OVERTIME

A. All employees covered by this Agreement shall receive overtime compensation at the rate of time and one-half for all hours worked in excess of an eight (8) hour day or forty (40) hour workweek. Overtime will only be paid to employees who secure approval in advance. Authorized leave shall be counted as time worked for the purpose of computation of overtime. The exception to this case is the partial day use of sick time.

B. In addition, employees required to work Sundays and holidays will receive double time.

C. Substitution of time off for overtime pay at the overtime rule shall be allowed to any non-instructional employee, if agreed upon in advance by the employee and the superintendent's designee. The rules for utilizing compensatory time shall be in accordance with those in effect for vacation leave, Article XVII. If compensatory time cannot be utilized by the end of the fiscal year, it can be carried over into the next year.

D. Any employee called in for work at a time that is not continuous with his/her regular workday shall receive no less than two (2) hours pay.

E. Building checks performed by head custodians or their replacements shall be compensated at the rate of one (1) hour for Sundays and holidays.

F. A committee will be formed to finalize procedures for the building related overtime to the extent feasible. A committee will be formed to finalize language on the allocation of overtime recognizing that equitable distribution in overtime is desirable.

G. Extra Time Policies for Drivers – Overtime/Charter Trips/Late Runs/Summer Runs.

a. WEEKDAY EXTRA TIME

All full-time and part-time bus drivers and mechanics may participate in weekday extra time. Any driver assigned to a daily late run will not participate in Monday through Friday extra time. They will, however, be eligible to participate in weekend and holiday extra time.

Weekday extra time will be distributed on a seniority basis that includes all full-time and part-time drivers and mechanics not assigned to daily late runs, and will be done on a rotating basis.

b. WEEKENDS AND HOLIDAYS

For weekend and holiday extra time, all full-time drivers (in seniority order), then full-time mechanics (in seniority order), will participate on a rotating basis. If there is additional extra time on any given day, it will be distributed to part-time drivers on a rotating basis (in seniority order).

c. GENERAL

The transportation department will have a listing of all extra time needs twenty-four hours in advance. The employee at the top of the rotating list will have the first choice of extra time. If extra time becomes available after all trips are assigned, it will go to the next person on the list. If extra time is cancelled, the driver previously assigned will be given the next available extra time duty. If an employee does not accept the extra time, they will be moved to the bottom of the rotating list.

Up-to-date rotating lists will be maintained by the transportation department, and made available to all employees upon request.

A committee comprised of an equal number of members from the Administration and the Union will be established to review these policies, resolve any differences, and modify when necessary.

ARTICLE XI – LEGAL HOLIDAYS

A. Legal holidays and Presidential Election day shall be granted to all non-instructional employees providing school is not in session as follows:

New Year's Day	Independence Day	Veterans' Day
Martin Luther King Day	Labor Day	Thanksgiving Day
Presidents' Day	Columbus Day	Christmas Day
Memorial Day	Pres. Election Day	

Employees who work twenty (20) or more hours per week but less than thirty-five (35) hours per week shall be paid their regular daily rate for Thanksgiving Day, Christmas Day, New Year's Day, Martin Luther King Day and Memorial Day.

B. In the event that a legal holiday, as defined above, shall be used for a school day, Civil Service Employees covered by this agreement shall be granted a compensatory day, which day shall be designated by the Superintendent of Schools.

C. All full-time non-instructional staff will be granted the following days: Good Friday, the day after Thanksgiving, December 24th and December 31st.

D. In the event that Independence Day falls on Saturday or Sunday, Civil Service employees covered by this agreement shall be granted the following Monday or the preceding Friday as a legal holiday.

E. If school is closed for snow days, part-time employees shall be granted up to two (2) snow days per year. A full-time employee who works on a snow day shall be granted up to one (1) compensatory day per school year.

ARTICLE XII – SICK AND FAMILY ILLNESS LEAVE

A. Sick leave for all full-time non-instructional salaried employees under contract:

1. Twelve (12) month employees will be allowed fifteen (15) sick days (12 for 10 month) of absence because of personal illness without loss of pay for each year of service. The unused portion shall be cumulative to a maximum of 180 days (150 for ten month).

2. A day of absence is defined as a normal workday as per contract.

B. A medical note may be required after four (4) consecutive days of illness. Said note should include the physician's estimate of further necessary absence.

C. Part-time employees shall accumulate sick leave days in accordance with Article IX.

D. Accumulated sick leave can be used for on-the-job injuries for the period of time covered by Workers' Compensation.

If the School District is reimbursed by Workers' Compensation for such sick days taken, the employee will be credited with an appropriate amount of sick time equal to the reimbursement divided by the worker's daily or hourly rate of pay.

E. A maximum of five (5) days during the fiscal year will be allowed for serious illness in the immediate family for all full-time annual salaried employees.

F. SICK LEAVE BANK

A sick leave bank shall be established to provide income protection to participants who suffer from a prolonged and disabling illness or injury and are ineligible for Workers' Compensation benefit.

CONTRIBUTION

This will be on a voluntary basis. Only those who contribute shall be eligible to receive this benefit.

The initial contribution required of each eligible employee shall be five (5) sick leave days.

The minimum number of days to be maintained in the sick leave bank shall be two hundred (200). Participants will contribute one (1) additional day when the balance falls below this level.

Employees who borrow days will be required to repay such days at the rate of three (3) days per year until totally repaid.

COMMITTEE

The sick leave will be jointly administered by a committee of two administrators and two members of the bargaining unit. The two CSEA members will be appointed by the Executive Board for a term coinciding with the Executive Board's term of office.

The Committee/or its designee shall administer the bank, be responsible for accepting the recording of members, maintaining records regarding the number of sick leave days in the bank, and acting on each application for benefits submitted to it within (10) working days.

In all cases, the committee shall make the final determination of approval or disapproval of an employee's application.

A mediator will be chosen jointly to resolve any and all disputes when the committee reaches an impasse. The mediator's decision will be binding.

An appeal from the committee's/mediator's decision will not be entertained.

ELIGIBILITY

Any member of the bargaining unit who is a contributing member of the bank and is a full time contract salaried employee who works thirty-five (35) hours or more per week is eligible. Sick leave accruals, vacation and personal leave

time must be exhausted before being eligible to withdraw from sick leave bank. Vacation time will be the only time earned while out on sick leave. If any accrued time (vacation, personal, sick) is credited to participate while out on sick bank leave, such time will be used prior to receiving additional sick bank leave time.

The participant must have been sick/injured for twenty (20) consecutive workdays prior to commencement of sick leave bank benefits. The number of sick bank days a member is eligible for is outlined on the attached schedule.

BENEFIT

Application for withdrawals should be made by a participant ten days before his/her accumulated leave time has been exhausted. After approval of the committee, compensation will be retroactive to the expiration of the accumulated leave time. The committee will be afforded ample time to investigate applications with a maximum time being ten (10) working days from date of receiving application. Each sick leave withdrawal request must be accompanied by a statement signed by a physician confirming the nature of the illness or injury.

Should the committee so request either before or after approval of a sick leave withdrawal request, the participant shall be required to undergo a medical review by a physician of the committee's choice at the participant's expense. Failure to comply with such request may result in disapproval or cancellation of the sick leave withdrawal.

The committee shall have the right to review at any time sick leave withdrawals. The benefit available to any participant in the sick leave bank shall be two hundred (200) days within a five (5) year period.

PAYMENT

Payment will be paid at the rate equal to a regular daily rate of pay, based on participants contract work schedule.

Under no circumstances will participant receive compensation covered by sick bank leave without the written consent of the sick bank committee. The sick bank will not be held responsible and days will not be deducted unless there is prior committee approval.

All sick bank participants shall sign an agreement to reimburse sick bank for all days which reimbursement is received from third party.

TERMINATION

A member's rights to continue to participate in the sick leave bank shall end upon termination of participant's employment by the District or failure of the participant to contribute additional leave days duly called for by the committee unless the committee grants a waiver.

SCHEDULE OF SICK DAYS

Years of Service (July 1 st)	Members' Accumulated Sick Day Balance	Maximum # of Sick Bank Days Available	Members' Accumulated Sick Day Balance	Maximum # of Sick Bank Days Available
0 - 1	Under 5	10	5 or More	20
1 - 2	Under 10	20	10 or More	40
2 - 3	Under 15	30	15 or More	60
3 - 4	Under 20	40	20 or More	80
4 - 5	Under 25	50	25 or More	100
5 - 6	Under 35	70	35 Or More	140
7 - 8	Under 40	80	40 Or More	160
8 - 9	Under 45	90	45 Or More	180
10 Or More	Under 50	100	50 Or More	200

G. All employees covered by this Agreement shall be notified in writing, by October 1st of each fiscal year as to the number of sick days he/she has accumulated.

ARTICLE XIII - BEREAVEMENT LEAVE

All full-time, non-instructional employees shall be allowed five (5) days per occurrence for death of an immediate family member without loss of pay. Immediate family is defined as, spouse, son, daughter, parents, grandparents, grandchildren, sister, brother, stepparents and stepchildren.

A total of five (5) days in a fiscal year will be allowed for death of other family members without loss of pay. Other family is defined as, son-in-law, daughter-in-law, sister-in-law, brother-in-law, mother-in-law, father-in-law, aunt, uncle, nephew, niece or any relative with whom one is residing.

ARTICLE XIV – PERSONAL LEAVE

A. All full-time non-instructional employees may be granted not more than four (4) half days or two (2) whole days absence for personal reasons without loss of pay, subject to the approval of the Superintendent of Schools in advance. Two (2) personal days shall be taken without reason. Notice of need for personal days shall be submitted in triplicate to the immediate supervisor as far in advance as possible. Approval by the Superintendent of Schools shall not be reasonably denied. If denied, the staff member may take the day with loss of pay. Any dispute arising from the denial shall be arbitrable.

B. Such absences shall not be allowed on the last working day preceding or the first working day following a legal holiday.

C. No personal leave shall be granted for personal days immediately preceding or following an individual's vacation.

D. Personal leave will be brought back by the District annually at the rate of \$25.00 per day at the completion of the District's fiscal year June 30th or, at the employee's option, forwarded to an employee's sick leave accumulation.

E. Jury Duty

1. Upon receipt of a jury subpoena, an employee must notify the Superintendent of Schools of his/her designee within five (5) school days in order to permit the Superintendent, with consent of the employee to attempt to secure postponement.

2. All compensation for jury duty less monies for meals and mileage, shall be endorsed over to the Board of Education in consideration of the person receiving full compensation and benefits. In the event an employee fails to notify the Superintendent of Schools, the/she then forfeits all compensation from the School District during his/her services on jury duty.

ARTICLE XXV – PARENTAL LEAVE

An expectant parent may apply to the Superintendent of Schools for a leave of absence. Upon approval by the Board of Education a leave of absence without pay shall be granted for a period not to exceed one (1) year.

Parental leave shall be granted, upon application to the Superintendent of Schools, for the actual term of the disability due to pregnancy. In all other respects, parental leave shall be governed by the Family and Medical Leave Act.

ARTICLE XVII – VACATIONS

A. A paid vacation is provided all twelve (12) month full-time non-instructional employees covered by this agreement as follows: after one (1) year of service – two (2) weeks; after five (5) years – three (3) weeks; after ten (10) years – four (4) weeks.

B. Vacations may be taken at any time during the year if agreeable to the individuals' immediate supervisor. Vacations will be given on a seniority basis subject to manning and staffing needs.

C. Upon separation of service earned vacation shall be paid to employees on a pro-rated basis.

D. Five-sixths (5/6th) of a day per month vacation with pay shall be given to all new employees with a minimum of three (3) months of service and such vacation credit shall extend to June 30th.

E. For purposes of vacation eligibility, any full-time employee within this bargaining unit who assumes a twelve (12) month position from a ten (10) month position shall receive full credit for years of service.

ARTICLE XVIII – PROMOTION

A. The salary for an employee who was appointed to a higher job classification effective July 1st shall be no less than their current salary, plus one thousand (\$1,000) dollars plus the equivalent of the annual increase in their previous classification. Employees who are appointed to a higher job classification after July 1st shall receive a salary no less than one thousand (\$1,000) dollars than their current salary.

B. Any employee who has the opportunity to take advance-training courses, which in the opinion of the Superintendent would benefit the District, may be granted leave without pay.

C. All job openings shall be posted for at least one (1) workweek on District Bulletin boards. The Superintendent and Board shall give preference to senior employees among those equally qualified.

ARTICLE XIX – EMERGENCY DAYS

All non-instructional employees are expected to be present for work on Emergency Days. Each employee must use good judgment in any such decision.

ARTICLE XX – MILEAGE ALLOWANCE

Mileage allowance will be granted at the rate established by the Board of Education at its annual organizational meeting for each year of the agreement.

ARTICLE XXI – CALENDAR COMMITTEE

The CSEA group is to be represented on the Calendar Committee. When the school calendar is made up, it shall state specifically when the non-teaching staff may expect to be free from work.

ARTICLE XXII – EVALUATION AND FILES

A. All employees shall be evaluated on job performance at least one (1) time per year. Each evaluated employee shall be given a copy of the evaluation and an opportunity to review, respond or comment on it prior to the evaluation being placed in the employee's file. Signature on an evaluation shall not be construed as an agreement, but only an indication that it has been reviewed.

B. Employees shall be given the opportunity to confer with his/her supervisor about any formal complaint. That employee shall have the right to put a written explanation into his/her individual personnel file.

C. Each employee shall have the right to review his/her own personnel file on request at reasonable notice and shall have the right to make one (1) copy of any material contained in said file at the employee's expense.

ARTICLE XXIII – CHANGES AND AMENDMENTS

Any new or unusual circumstances, change or amendment not covered by this agreement, which affect the Civil Service employees of the School District, shall be reviewed by and between the Board of Education and the CSEA.

ARTICLE XXIV – DISCIPLINARY PROCEDURE

After completion of twelve (12) months of probationary service, all non-competitive and labor class employees shall have the same rights as competitive employees under Section 75 of the Civil Service Law as it is related to suspensions and/or removal. Hearing officers appointed pursuant to the provision of Section 75 shall be appointed from a list of designated impartial hearing officers agreed to by and between the parties.

ARTICLE XXV – SAVE HARMLESS CLAUSE

The Board will provide legal counsel to advise an employee who is assaulted in the performance of assigned duties. The Board will save harmless and protect all members from financial loss arising out of any lawsuit by reason of alleged negligence, if the employee was working in the discharge of assigned duties within the scope of that employee's employment or under the discretion of the Board.

ARTICLE XXVI – SAFETY AND WELFARE

A. A procedure has been devised in consultation with the Union to protect employees who are required to search for bombs or explosive materials.

The first responsibility of all staff members relates to the safety and welfare of the student body. However, bomb scares can result in lengthy disruptions of the school program unless a workable plan is in operation that enables a search of all areas within the school building to be conducted quickly. Since the school personnel are most familiar with the school building, each adult member of the staff will be asked to quickly review the areas within the building to which they are normally assigned. The principal will designate for the custodial staff which areas this would include for each staff

member. If any unfamiliar, suspicious object is seen, a staff member should immediately evacuate that area and report the object to the office. No staff member should be expected or permitted to explore an object to determine its contents. If an object is discovered, it would be the responsibility of the police department to determine the nature of the object. Through this procedure, a school can be searched quickly and the educational program resumed with minimal disruption.

B. The District agrees to provide a safe and healthy place to work and shall furnish and use safety devices and safeguards and shall adopt and use methods and processes adequate to render the workplace safe and healthful, and shall do every other thing necessary to protect the life, health and safety of employees. The District shall repair and maintain every place of employment so as to render it safe and healthful.

In accordance with the requirements of OSHA, it shall be the exclusive responsibility of the District to ensure the safety and health of its employees.

ARTICLE XXVII – CONTRACTING OUT

Where feasible, work usually performed by the employees in the bargaining unit will not be contracted out if it will result in loss of employment to the employees employed by the District and such actions by the District, if any, will not be arbitrary or capricious. Notice to the Association will be given prior to entering into any such contractual commitment and the Association shall be given an opportunity to be heard.

ARTICLE XXVIII – SALARY

A. All salary increments for personnel covered by this agreement shall be automatic except where the Superintendent certifies that the job performance of an individual employee is inadequate. In those situations increment may be withheld.

B. Salaries shall be paid according to the salary schedules attached hereto.

C. Stipends will be noted in the salary schedule.

D. Late shift custodians shall receive additional compensation of \$500 to be included in the annual salary. Late shift cleaners shall receive an additional \$400 to be included in their annual salary.

The wages of each unit member shall reflect the following increases:

July 1, 2004	3.25 percent
July 1, 2005	3.25 percent
July 1, 2006	3.25 percent
July 1, 2007	3.50 percent

E. Any unit member due an increment shall advance accordingly.

F. Anyone who works in two different positions will be entitled to the benefits appropriate to the position with the greater number of hours. He/she will not be entitled to benefits for the total hours worked.

ARTICLE XXIX – OUT OF TITLE PAY

Employees who are directed, in writing, by his/her immediate supervisor, to work in a higher category for five (5) consecutive days or more shall be paid at the corresponding step of the higher rate retroactive to the first (1st) day.

ARTICLE XXX – LONGEVITY

A. Effective July 1, 2001, the longevity schedule shall read as follows:

After 7 years	-	\$500.00
After 10 years	-	750.00
After 15 years	-	1000.00
After 20 years	-	1250.00
After 25 years	-	1500.00
After 30 years	-	1750.00

Anyone on Step 7 who has been in the District a minimum of three years will be eligible for longevity in his or her fourth year.

B. Longevity will be paid in two equal payments, the initial payment in July and the final payment in December.

C. For the purposes of longevity eligibility, any employee who assumes a twelve-month position shall receive pro-rated credit for prior years of service, with the exception of substitute time, which will not be credited for this purpose.

ARTICLE XXXI – ADMINISTRATIVE AND UNION RIGHTS

A. Employees who are designated by the Union to adjust grievances or assist in the administration of the agreement shall be granted a reasonable amount of time off with the approval of the Superintendent, without loss of pay. The Unit President or his/her designee shall be allowed two (2) hours per week to conduct Union business.

B. Time without loss of pay may be granted for up to two (2) employees to attend the statewide delegates CSEA convention.

C. The Board shall install up to six (6) bulletin boards for posting of Union meeting notices. There shall be one (1) bulleting board in each school building which shall be placed in a conspicuous place for the posting of matters pertaining to Union business.

D. The President of the Union shall receive a copy of all job postings.

E. The Union and its representatives shall have the right to use the school building at reasonable hours for meetings.

The Union shall be allowed to use the following equipment items that are located in the schools: photo copiers, calculating machines and other audio-visual equipment. Cost of materials shall be borne by the Union and requests are subject to the availability of the equipment.

The Union may use the inter-school mail service and mailboxes for communications to members.

The use of school facilities is subject to the Superintendent's approval through his/her delegated representative responsible for these facilities and this approval shall not be unreasonably withheld.

F. A copy of the official agenda for each Board meeting shall be given to the Union prior to each Board meeting. The Union shall be given the unofficial minutes of official Board meetings as soon as possible after such meetings.

ARTICLE XXXII – MANAGEMENT RIGHTS

The Union recognizes that the Board has the responsibility and authority to manage and direct on behalf of the public all the operations and activities of the school district to the full extent authorized by law. The exercise of these powers, rights, authority, duties, and responsibilities by the Board and the adoption of such rules, regulations, and policies, as it may deem necessary, shall be limited only by the terms of this agreement.

ARTICLE XXXIII – LAY-OFFS

All non-competitive and labor class employees shall be laid off according to seniority within each job title.

ARTICLE XXXIV – GRIEVANCE PROCEDURE

The organization and procedure for the processing of grievance for members of the Union shall be as follows:

Definitions:

- A. “Employee” shall mean any person or persons directly employed by the Board who are affected by an alleged grievance.
- B. “Grievance” shall mean any claimed violation, misinterpretation or inequitable application of the existing agreement.
- C. “Department” shall mean any school, office or department of the Board of Education.
- D. “Supervisor” shall mean any employee or officer on a higher level of authority than the employee in the department wherein the grievance exists and who assigns and supervises the employee’s work, approves time records or evaluates that employee’s work performance.
- E. “Days” shall mean all days other than Saturdays, Sundays and legal holidays. Saturdays, Sundays and legal holidays shall be excluded in computing the number of days within which action must be taken or notice given.

F. "Grievance Committee" is a three (3)-member committee made up of employees appointed by the Union.

First Stage:

a. An employee who claims to have a grievance shall present the grievance to the Grievance Committee, in writing, within fifteen (15) days after the grievance occurs, specifying the grievance and requesting a conference to discuss the grievance.

b. The Grievance Committee shall discuss the grievance with the employee and shall make such investigation as it deems appropriate, including but not limited to discussion with the appropriate Supervisor, Department Head or Principal.

c. Within five (5) days after the presentation of the grievance to the Grievance Committee, said Grievance Committee shall have its decision and communicate the same, in writing, to the employee presenting the grievance, the representative of employee, the Superintendent of Schools and to the President of the Union.

Second Stage:

a. If the grievance is not resolved by the Grievance Committee and the Supervisor, Department Head or Principal on the basis of the First Stage, the Superintendent of Schools shall receive all records and reports relative to the grievance. The employee may then choose one of the following alternatives.

b. The employee may request of the Superintendent of Schools a review of the determination made in the First Stage of this procedure. Said request for review by the Superintendent of Schools shall be submitted, in writing, within seven (7) days after the receipt of said determination in the First Stage of this procedure. The Superintendent of Schools will review the decision in the First Stage of this procedure and make a determination within ten (10) days of the request for review. The Union has the right to present to the Superintendent, in writing, within seven (7) days after the receipt of the determination in the First Stage of this procedure, a brief outlining its views on the grievance.

c. The employee or representative may request, in writing, a hearing with the Superintendent of Schools to review the determination made in the First Stage of this procedure. Said request must be submitted to the Superintendent within seven (7) days after receipt of the determination made in the First Stage of this procedure. The office of the Superintendent shall set a date for said hearing within five (5) days of the receipt of the request and shall notify the appropriate individuals and the Union of this date. The hearing shall take place within fourteen (14) days of the receipt of this request. The Superintendent of Schools shall submit to the employee and/or a duly designated representative any finding upon such review within ten (10) days after the conclusion of said hearings. The Union has the right at the hearing to present orally or in writing a brief giving its view on the grievance.

Third Stage:

a. An employee may appeal from the determination made in the First Stage and the determination of the Superintendent of Schools after the completion of the First Stage and the Second Stage, as outlined under this procedure, upon written notice within ten (10) days after the receipt of the determination by the Superintendent of Schools to the Superintendent and CSEA demanding arbitration.

b. The decision of the arbitrators will be binding only insofar as it interprets the agreement and in all other respects it is advisory.

c. Arbitration shall proceed under the Voluntary Labor Arbitration Rules of the American Arbitration Association.

d. The Board agrees to continue to adhere to its policy of not discriminating or taking any reprisals against an employee instituting a grievance action.

e. Any willful interruption in the performance of employee duties individually or by group action directly or indirectly related to the binding decision of the arbitrator, shall be sufficient cause to invalidate and void the right to binding arbitration as herein provided.

f. The arbitrator will be selected by the American Arbitration Association. The cost of the arbitrator shall be borne equally by the Board and the CSEA.

PRESENTATION

A. Any employee may informally present a complaint or grievance orally to the immediate Supervisor at any time without being represented. When an employee wishes to present a grievance formally according to the grievance procedure as set forth in the current Agreement in the First Stage and in the Second Stage, the grievance shall be presented to the Union who shall first investigate the circumstances of the grievance prior to its presentation. Thereafter the employee claiming a grievance shall have the right at all remaining stages to proceed personally, or through the CSEA, or any counsel assigned by the CSEA or a counsel or representative of that employee's own choice. If the employee should not designate the CSEA, the CSEA shall have the right to be present at all stages of the procedure herein set forth and shall be entitled to receive notice of all proceedings, copies of all papers and a copy of the final decision mailed to the President of the Union within five (5) days of such final decision.

B. In addition to matters contained in this Agreement, the Tarrytowns Non-Instructional Unit 9156-1 of Westchester Local 860 of CSEA, Inc, Local 1000, AFSCME, AFL-CIO wishes to express its belief in the principles that duties and obligations are accompanied by rights and responsibilities, and the Tarrytowns Non-Instructional Unit 9156-1 herewith asserts that it will do its utmost to see that its members perform their respective duties in the schools loyally, efficiently and continuously under the terms of this Agreement. The Union and its members also wish to reaffirm that they will continue to give service of the highest quality to the School District and to exercise their best efforts to protect the interest of the Public Schools of the Tarrytowns, the children of the Schools and the citizens of the community.

ARTICLE XXXV – DRUG TESTING

Drug testing will be utilized to comply with both Federal and State laws on alcohol and drug testing, including the District's right to require annual alcohol and drug testing for employees in safety sensitive positions as required per the Omnibus Transportation Employee Act.

ARTICLE XXXVI – TERMS OF AGREEMENT

A. The term of this Agreement is from July 1, 2004 through and including June 30, 2008. The CSEA unit shall have the unchallenged representation status for the maximum period permitted by law on the date of this Agreement.

B. The terms of this Agreement are herewith accepted by the Board of Education, Public Schools of the Tarrytowns, and the Non-Instructional Employees, Westchester Local, Civil Service Employees Association, Tarrytowns School Unit 9156-1.

UNION FREE SCHOOL DISTRICT OF THE TARRYTOWNS

BY: _____


SUPERINTENDENT

DATE: _____

9/10/04

TARRYTOWNS NON-INSTRUCTIONAL UNIT 9156-1 OF
WESTCHESTER LOCAL 860, CSEA, INC., LOCAL 1000,
AFSCME, AFL-CIO

BY: _____


PRESIDENT


LABOR RELATIONS SPECIALIST

DATE: _____

9/20/04

2004 - 2005 CSEA UNIT - 1 SALARY CONTRACT: 3.25% INCREASE

Step	Class/Driver		Mint Pdm-Cams		Mint Mch-Camp		Bus Driver		Head Cust		Step
	Dispatcher	Auto Mechanic	Mnt Mch-Paint	Mnt Mch-Paint	Maintenance	Laboier	Head Auto	Mechanic	Custodial	Cleaner	
1	39,954	40,883	35,821	42,572	37,612	33,039	37,612	33,039	37,612	33,039	1
2	40,057	42,018	36,858	43,683	38,709	34,561	38,709	34,561	38,709	34,561	2
3	41,159	43,134	37,913	44,784	39,821	35,731	39,821	35,731	39,821	35,731	3
4	42,261	44,235	38,959	45,887	40,922	37,161	40,922	37,161	40,922	37,161	4
5	43,316	45,566	40,018	46,944	42,126	38,217	42,126	38,217	42,126	38,217	5
6	44,307	46,887	41,007	47,934	43,468	39,212	43,468	39,212	43,468	39,212	6
7	45,380	48,228	42,080	49,009	44,707	40,289	44,707	40,289	44,707	40,289	7
8	46,669	49,044	42,849	49,787	45,430	40,990	45,430	40,990	45,430	40,990	8

ADDITIONAL STIPEND

WI, WLM HEAD CUSTODIAN: \$1600

HEAD CUSTODIAN/NIGHT - SHHS: \$1200

BUS DISP, HD MECH, HD HIGH SCH CUST, HD GRDS: \$2500

2005 - 2006 CSEA UNIT - 1 SALARY CONTRACT: 3.25% INCREASE

Step	Class/Driver		Mint Pdm-Cams		Mint Mch-Camp		Bus Driver		Head Cust		Step
	Dispatcher	Auto Mechanic	Mnt Mch-Paint	Mnt Mch-Paint	Maintenance	Laboier	Head Auto	Mechanic	Custodial	Cleaner	
1	40,220	42,212	36,985	43,956	38,834	34,113	38,834	34,113	38,834	34,113	1
2	41,359	43,384	38,056	45,103	39,987	35,478	39,987	35,478	39,987	35,478	2
3	42,487	44,538	39,145	46,239	41,115	36,892	41,115	36,892	41,115	36,892	3
4	43,634	45,673	40,225	47,378	42,252	38,369	42,252	38,369	42,252	38,369	4
5	44,724	47,047	41,317	48,470	43,495	39,459	43,495	39,459	43,495	39,459	5
6	45,747	48,421	42,340	49,492	44,881	40,486	44,881	40,486	44,881	40,486	6
7	46,855	49,795	43,446	50,602	46,160	41,598	46,160	41,598	46,160	41,598	7
8	48,186	50,638	44,242	51,384	46,908	42,322	46,908	42,322	46,908	42,322	8

ADDITIONAL STIPEND

WI, WLM HEAD CUSTODIAN: \$1600

HEAD CUSTODIAN/NIGHT - SHHS: \$1200

BUS DISP, HD MECH, HD HIGH SCH CUST, HD GRDS: \$2500

2006 - 2007 CSEA UNIT - 1 SALARY CONTRACT: 3.25% INCREASE

Step	Job Classification					
	Guard/Driver Dispatcher	West Side Auto Mechanic	Maintenance Technician	Head Custodian Mechanic	Disposal Worker	Garage
	41,527	43,584	38,187	45,385	40,096	35,222
	42,703	44,794	39,293	46,569	41,266	36,631
	43,878	45,983	40,417	47,742	42,451	38,091
	45,052	47,157	41,532	48,918	43,625	39,616
	46,178	48,576	42,660	50,045	44,809	40,741
	47,234	49,995	43,716	51,100	46,340	41,802
	48,378	51,413	44,860	52,247	47,660	42,950
	49,752	52,864	45,680	53,054	48,430	43,697

ADDITIONAL STIPEND

WI, WLM HEAD CUSTODIAN: \$1600

HEAD CUSTODIAN/NIGHT - SHHS: \$1200

BUS DISP, HD MECH, HD HIGH SCH CUST, HD GRDS: \$2500

2007 - 2008 CSEA UNIT - 1 SALARY CONTRACT: 3.50% INCREASE

Step	Job Classification					
	Guard/Driver Dispatcher	West Side Auto Mechanic	Maintenance Technician	Head Custodian Mechanic	Disposal Worker	Garage
	42,980	45,109	39,524	46,973	41,499	36,455
	44,198	46,362	40,668	48,199	42,710	37,813
	45,414	47,592	41,832	49,413	43,937	39,424
	46,629	48,807	42,986	50,630	45,152	41,003
	47,794	50,276	44,153	51,797	46,481	42,167
	48,887	51,745	45,246	52,889	47,962	43,265
	50,071	53,212	46,430	54,076	49,328	44,453
	51,493	54,114	47,279	54,911	50,125	45,226

ADDITIONAL STIPEND

WI, WLM HEAD CUSTODIAN: \$1600

HEAD CUSTODIAN/NIGHT - SHHS: \$1200

BUS DISP, HD MECH, HD HIGH SCH CUST, HD GRDS: \$2500

2004 - 2005 CSEA UNIT - 1: SALARY SCHEDULE FOR HOURLY EMPLOYEES: 3.25% INCREASE

Step	Bus Driver Maint. Labor	Custodial Worker	Cleaner	School Monitor Bus Attendant	Step
1	17.22	18.08	15.86	11.88	1
2	17.73	18.61	16.52	12.08	2
3	18.21	19.13	17.17	12.32	3
4	18.72	19.67	17.86	12.59	4
5	19.20	20.26	16.37	13.06	5
6	19.71	20.90	18.84	13.57	6
7	20.24	21.50	19.38	14.07	7
8	20.60	21.84	19.71	14.35	8

2005 - 2006 CSEA UNIT - 1: SALARY SCHEDULE FOR HOURLY EMPLOYEES: 3.25% INCREASE

Step	Bus Driver Maint. Labor	Custodial Worker	Cleaner	School Monitor Bus Attendant	Step
1	17.78	18.67	16.38	12.27	1
2	18.31	19.21	17.06	12.47	2
3	18.80	19.75	17.73	12.72	3
4	19.33	20.31	18.44	13.00	4
5	19.82	20.92	18.97	13.48	5
6	20.35	21.58	19.45	14.01	6
7	20.90	22.20	20.01	14.53	7
8	21.27	22.55	20.35	14.82	8

2006 - 2007 CSEA UNIT - 1: SALARY SCHEDULE FOR HOURLY EMPLOYEES: 3.25% INCREASE

Step	Bus Driver Maint. Labor	Custodial Worker	Cleaner	School Monitor Bus Attendant	Step
1	18.36	19.28	16.91	12.67	1
2	18.89	19.83	17.61	12.88	2
3	19.42	20.39	18.31	13.13	3
4	19.96	20.97	19.04	13.42	4
5	20.47	21.60	19.59	13.92	5
6	21.01	22.28	20.09	14.47	6
7	21.57	22.92	20.66	15.00	7
8	21.96	23.28	21.01	15.30	8

2007 - 2008 CSEA UNIT - 1: SALARY SCHEDULE FOR HOURLY EMPLOYEES: 3.50% INCREASE

Step	Bus Driver Maint. Labor	Custodial Worker	Cleaner	School Monitor Bus Attendant	Step
1	19.00	19.95	17.50	13.11	1
2	19.55	20.52	18.23	13.33	2
3	20.10	21.10	18.95	13.59	3
4	20.66	21.70	19.71	13.89	4
5	21.19	22.36	20.28	14.41	5
6	21.75	23.06	20.79	14.97	6
7	22.33	23.72	21.38	15.53	7
8	22.73	24.09	21.75	15.84	8