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GEN/6433

# AGREEMENT

by and between the

**WATERFORD-HALFMOON UNION  
FREE SCHOOL DISTRICT**

and

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



Waterford-Halfmoon UFSD Unit  
Saratoga County Educational Local 864

**July 1, 2012 - June 30, 2016**



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## **PREAMBLE**

This Agreement entered into the \_\_\_\_\_ day of \_\_\_\_\_, 2013 by and between the Waterford-Halfmoon Union Free School District and the Civil Service Employees Association, Inc., Local 1000, AFSCME, AFL-CIO for the Waterford-Halfmoon School District Unit of the Saratoga County Educational Local #864 will cover the period July 1, 2012 through June 30, 2016 and is intended to delineate the rights and responsibilities of the parties hereto in a mutual desire to promote harmonious and cooperative relationships in carrying forward the functions of the Waterford-Halfmoon Union Free School District.

## **ARTICLE I / RECOGNITION**

Section 1. The Employer recognizes the Civil Service Employees Association, Inc., AFSCME Local 1000, AFL-CIO, Saratoga Educational Local #864 on behalf of Waterford-Halfmoon Union Free School District as the sole and exclusive representative for all employees defined in the bargaining unit for the purpose of collective negotiations to determine compensation, benefits and other terms and conditions of employment, and the administration of grievances for the maximum period allowed by law.

Section 2. The CSEA affirms that it does not assert the right to strike against the Employer, and it shall not cause, instigate, encourage or condone a strike.

## **ARTICLE II / COLLECTIVE BARGAINING UNIT**

The collective bargaining unit shall be comprised of the following:

**INCLUDED:** All non-certified employees including secretarial, clerical, custodial, cleaner, food service, transportation, nurses, teacher aides/assistants, temporary teacher aides/assistants, microcomputer repair technician, greeter and all other titles appearing in Schedule A.

**EXCLUDED:** School Business Manager, the Account Clerk in the Business Manager's Office, Secretary to the Superintendent of Schools, the School District Clerk, the School District Treasurer and Superintendent of Building and Grounds.

Should any person employed in one of the excluded positions also be employed in a position included in the Unit, the exclusionary provision shall take precedence and the individual shall not be a member of the bargaining unit for either position which they hold.

Unless specified otherwise in this Agreement, a full-time employee is an employee regularly scheduled to work at least seven (7) hours per day, five (5) days per week, for ten (10) or twelve (12) months per year.

### **ARTICLE III / DUES DEDUCTIONS**

Section 1. The Employer shall deduct from the wages of employees CSEA regular membership dues for those employees who have signed the appropriate payroll deductions authorization permitting such deductions and an amount equivalent to Association dues and shall remit such Agency Shop fees to the CSEA, Inc., 143 Washington Avenue, Albany, New York 12210 on a monthly basis.

Section 2. The Employer shall also deduct additional amounts authorized by employees in writing for programs sponsored by its unit. However, the Employer shall not be required to forward the amounts deducted in more than two (2) checks.

### **ARTICLE IV / GOOD FAITH BARGAINING**

Under the terms of this Agreement and pursuant to the Public Employees Fair Employment Act, the Employer and the CSEA Unit shall negotiate collectively in good faith concerning the determination of salaries and the terms and conditions of employment and shall enter into a written Agreement.

Upon a request of either party during the last year of the terms of this Agreement, a mutually acceptable meeting date shall be set to enter into collective negotiations. The first mutually acceptable date shall be used to discuss procedures for the negotiating process. All issues proposed for discussion shall be submitted in writing by the District and the CSEA Unit at the second mutually acceptable meeting date.

### **ARTICLE V / RIGHTS OF THE EMPLOYER**

Except as otherwise specifically provided in this Agreement, the Employer shall have the customary and usual rights, powers and functions to direct the employees, to hire, promote, suspend, discharge and to take disciplinary action, and to otherwise take whatever actions are necessary to carry out the mission of the Employer.

## **ARTICLE VI / RIGHTS OF THE EMPLOYEES**

Section 1. Any employee covered by the provisions of this Agreement shall be free to join or refrain from joining the CSEA without fear of coercion, reprisal or penalty from the CSEA or the Employer.

Section 2. Employees may join and take an active role in the activities of CSEA without fear of any kind of reprisals from the Employer or its agents.

Section 3. An employee may bring matters of concern about employment to the attention of the appropriate Employer's representative in accordance with applicable laws and rules.

Section 4. The Employer and CSEA shall so administer its obligations under this Agreement in a manner which will be fair and impartial to all employees and shall not discriminate against any employee by reasons of sex, nationality, race or creed.

Section 5. Full-time employees in the recognized unit covered by this contract, who are not residents of the Waterford-Halfmoon Union Free School District, may enroll their children in the District on a tuition-free basis.

It is hereby agreed by both parties that the School District will accept hours that were salaried and approved by the Board of Education (Advisors, Coordinators, etc.). This time will be added to regularly scheduled hours of the employee's job description in satisfaction of the 1260 hour work year as outlined in this section.

The tuition rate for part-time employees will be pro-rated based upon the percent of time that the person is employed on a daily basis (i.e., 7 hours per day is considered as full-time, therefore 3-1/2 hours per day would equal 50%, etc.).

If a child has attended at no cost (or a pro-rated amount) the child will be grandfathered in as long as the District employs the parent/guardian.

## **ARTICLE VII / RIGHTS OF CSEA**

Section 1. The CSEA is recognized as the sole and exclusive bargaining agent for employees in the heretofore defined negotiating unit.

Section 2. The Employer recognizes the rights of the employees represented by the Unit to designate representatives of CSEA, Inc. to appeal on their behalf, to negotiate on their behalf and to represent them in grievances and disputes concerning the terms and conditions of the Contract.



## **ARTICLE VII / RIGHTS OF CSEA (CONTINUED)**

Section 3. The President, Vice-President, Secretary or Treasurer of the Waterford-Halfmoon Unit of CSEA shall have the right to post notices and other communications on the two (2) designated bulletin boards subject to the review of the contents of such notices and communications by the Employer: (1) on the loading dock, and (2) on the bulletin board in the staff lunch room.

Section 4. The employee who is designated for the purpose of adjusting grievances shall be permitted a reasonable amount of free time from their regular duties subject to the prior approval of the Department Head and the Superintendent of Schools. It shall be understood that these obligations have as their purpose the maintenance of harmonious and cooperative relations between the Employer and the employees.

Section 5. The CSEA Unit shall be allowed use of school facilities for the purpose of conducting membership meetings, provided, however, the CSEA Unit shall inform the Superintendent of Schools at least three working days in advance of its intention to use such facilities.

Section 6. The Employer agrees to allow a CSEA staff representative a reasonable amount of time to visit employees during working hours, provided, however, that such time will not interfere with the operations of the School District and that the representative shall make their presence known at the Superintendent's office prior to any visitation.

### **Section 7. Labor-Management Committee**

The Superintendent and representatives of the CSEA Unit will meet quarterly to discuss matters of mutual concern.

Section 8. The District agrees to allow two (2) days per year for the Unit President or his/her designee to attend Local, Regional and Statewide CSEA-sponsored meetings, workshops and conventions.

Section 9. The District shall provide CSEA, Inc., a list of all employees in the bargaining unit including each employee's name, address, salary, job title and membership status. This shall be done on a quarterly basis during each year of the Agreement.

## **ARTICLE VIII / GRIEVANCE PROCEDURE**

### **Section 1. Declaration of Principles**

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

It is hereby mutually agreed by the parties of this Agreement that the word "days" used in the contents of this Grievance Procedure shall refer to work days. For ten-month employees, it shall refer to the workdays during their normal work year (i.e. not July and August).

### **Section 2. Subject Matter**

A "grievance" shall mean any claim by an employee or group of employees in the CSEA Unit based upon a violation or misinterpretation of this employment contract, or based upon the definition of a "grievance" in Section 682 of the General Municipal Law.

### **Section 3. Initial Presentation**

A. An employee who claims to have a grievance shall present their grievance to their immediate supervisor, in writing, within ten (10) days after the grievance occurs. A grievance not filed within ten (10) days is waived, unless both parties mutually agree to an extension of time.

B. The immediate supervisor shall discuss the grievance with the employee, shall make such investigation as necessary and shall consult with their superiors, if necessary, on an informal basis. Every attempt shall be made by the employee and their supervisor to adjust the grievance at this level.

C. Within five (5) days after the presentation of the grievance, the immediate supervisor shall make their decision and communicate the decision, in writing, to the employee presenting the grievance, and to the employee's representative, if any.

### **Section 4. Second Stage**

A. If an employee presenting a grievance is not satisfied with the decision made by their immediate supervisor, they may, within five (5) days thereafter, request a review and determination of their grievance by the Superintendent of Schools, or designee. Such request must be in writing and shall contain a statement as to the specific nature of the

## **ARTICLE VIII / GRIEVANCE PROCEDURE (CONTINUED)**

grievance and the facts relating to it. Such request shall be served upon both the Superintendent of Schools and the immediate supervisor to whom the grievance was originally presented.

Thereupon, and within five (5) days after receiving such request, the immediate supervisor shall submit to the Superintendent of Schools a written statement of their information concerning the nature of the grievance and the facts relating to it.

B. The Superintendent of Schools, or their designee, if any, and at the request of the employee, shall hold a hearing within seven (7) days after receiving the written request and statement from the employee. The employee and their representative, if any, may appear at the hearing and present oral statements or arguments.

C. Within five (5) days after the close of the hearing or within ten (10) days after the grievance has been submitted to them, if there has been no hearing, the Superintendent of Schools or designee shall make a decision and communicate the same, in writing, to the employee presenting the grievance and to the employee's representative, if any.

### **Section 5. Legislative Review**

If any employee or employee representative presenting a grievance is not satisfied with the decision made by the Superintendent of Schools, or designee, they may within five (5) days thereafter, submit a written request for a review by the Board of Education. The Board may schedule a meeting within ten (10) days after receiving the written request for review. The Board shall render a written decision within five (5) days of the meeting with the grievant, or if no meeting is held, within fifteen (15) days of its receipt of the appeal.

### **Section 6. Final Stage**

If the employee or employee representative presenting the grievance is not satisfied with the decision of the Board, they may, within ten (10) days of receiving such decision and with the consent of the CSEA, submit a written demand for arbitration for review of an arbitrator. Within fifteen (15) work days after such written notice, the Association and the District will choose an arbitrator from the following panel of arbitrators who shall serve in rotating order: Jeffrey Selchik, Michael Lewandowski, and Thomas Hines. Changes to this list shall be made by the mutual agreement of the parties. Arbitration will be held in accordance with the American Arbitration Association procedures. The arbitrator so selected will conduct a hearing and within thirty (30) days thereafter shall render a written decision. The decision of the arbitrator shall be final and binding on both parties.

## **ARTICLE VIII / GRIEVANCE PROCEDURE (CONTINUED)**

The arbitrator shall limit their decision to matters specified in the grievance and to the remedy, which the grievant submits for resolution of the grievance. The arbitrator shall not usurp the functions and duties of the Board of Education or limit the proper exercise of its judgment or discretionary powers granted under the Education Law, Civil Service Law, this Agreement, or any written rule or directive. The arbitrator shall have no power to add to, subtract from, or modify the provisions of this Agreement in arriving at a decision of the issue(s) presented and shall confine their decision solely to the application and interpretation of this Agreement. The cost of arbitrations shall be borne equally by the parties to the grievance.

### **Section 7. General**

Failure at any step in the grievance procedure to communicate a determination of a grievance within a specified time period shall permit the aggrieved employee to proceed to the next step within the applicable time limits set forth in this Article. Failure to initiate a grievance at the appropriate initiation step within the time limit specified and/or to appeal a grievance to the next appropriate step within the time limit specified shall preclude initiation or appeal of the grievance thereafter. The time limits with respect to both parties may be waived by mutual consent.

## **ARTICLE IX / SAVING CLAUSE**

If any Article or part thereof this Agreement or any addition thereto should be decided to be in violation of any Federal, State or local law, or if adherence to or enforcement of any Article or part thereof should be restrained by a court of law, the remaining Articles of this Agreement or any addition thereto shall not be affected.

## **ARTICLE X / 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 or law or by providing the additional funds therefore, shall not become effective until the appropriate legislative body has given approval.

**ARTICLE XI / COMPENSATION**

**Section 1. Salaries - Out of Title Work**

Each employee covered under this Agreement who temporarily works in a title listed below, shall receive a differential in pay based on the rates listed opposite such title pending prior approval in writing from the Superintendent of Schools or the Business Manager:

Custodial in Charge as designated by the Superintendent \$8.00 per day  
Cook \$1.50 per hour  
Cafeteria Manager/Cook \$2.00 per hour

Employees covered under this Agreement who temporarily work in a title other than Custodian in Charge, Cook or Cafeteria Manager shall be compensated at either their regular rate of pay or the beginning salary of the title in which they work, whichever is greater, for all hours worked in that capacity.

**Section 2. Salary Differential**

The employee designated as Senior Custodian shall receive a differential in pay of one thousand three hundred fifty dollars (\$1,350) in each year.

Nurses, when covering more than one school, shall receive a differential of thirty (30%) percent of the starting daily rate; i.e., 2006-07 - \$114 per day X 30% = \$34.20.

The employee designated as Head Bus Driver shall receive a differential in pay equal to one thousand dollars (\$1,000) in each year.

**Section 3. Each paycheck shall contain a breakdown for regular pay and overtime pay.**

**Section 4. Longevity**

Those employees who have completed ten (10) or more years of work in the District shall be paid, in addition to their salary, a longevity payment in accordance with the following schedule:

	<b>2012-13</b>	<b>2013-14</b>	<b>2014-15</b>	<b>2015-16</b>
12-month employees	\$660.00	\$660.00	\$660.00	\$660.00
10-month employees	\$550.00	\$550.00	\$550.00	\$550.00

## **ARTICLE XI / COMPENSATION (CONTINUED)**

Said payments shall be paid to qualified employees by June 30, absent extenuating circumstances, in one lump sum for longevity earned the prior year.

Section 5. Beginning salaries for the period July 1, 2012 through June 30, 2016, shall be paid in accordance with the attached Schedule "A".

For the 2012-2013 school year there shall be no increase to the starting rates (Schedule "A") or base compensation (Schedule "B"). Instead, each individual member of the unit shall receive a one-time only signing bonus of \$700 paid, less applicable taxes, within 30 days of final approval of the Memorandum of Agreement. This one-time bonus shall not be added to the members' base pay of compensation.

Effective July 1, 2013, increase starting rates and base compensation by three per cent (3%).

Effective July 1, 2014, increase starting rates and base compensation two per cent (2%).

Effective July 1, 2015, increase starting rates and base compensation two per cent (2%).

Only those members employed at the time the Board approves the Memorandum of Agreement or those who retired between July 1, 2012 and the date the Board approves the Memorandum of Agreement shall be entitled to any retroactive compensation.

Section 6. Annual percentage increases for the period July 1, 2012 through June 30, 2016 shall be paid in accordance with the attached Schedule "B".

Section 7. The District shall provide for direct deposit of paychecks into the member's account of his/her choice. After deductions, a member must place the remaining balance of their pay in direct deposit.

## **ARTICLE XII / OVERTIME**

Section 1. All hours worked in excess of forty (40) hours per week or eight (8) hours per day shall be compensated at the rate of time and one-half the regular hourly rate.

Section 2. Hours not actually worked because of illness, vacation, holidays and other paid leaves shall be considered as time worked in determining whether an employee is entitled to overtime.

Section 3. Employees who are required to perform overtime work in a job other than their own shall receive one and one-half (1-1/2) times the hourly rate of the higher job rate, or their own hourly rate whichever is higher.

## **ARTICLE XII / OVERTIME (CONTINUED)**

Section 4. Overtime shall be assigned to employees in the bargaining unit who normally perform such duties and shall be assigned from a rotating seniority roster.

Section 5. Custodians will receive two (2) hours pay at their regular hourly rate for any emergency call-ins.

## **ARTICLE XIII / WORKWEEK**

### **Section 1. Secretarial**

*Workweek for employees shall be thirty-five (35) hours per week.*

### **Section 2. Custodians**

*Workweek for employees shall be forty (40) hours per week (plus one-half [1/2] hour unpaid lunch daily). For the periods July 1 - August 31 and the recess periods of Christmas, midwinter and spring breaks, the workweek shall be thirty-seven and one-half (37-1/2) hours per week (plus one-half [1/2] hour paid lunch daily).*

*Night Custodians - Workweek shall be thirty-seven and one-half (37-1/2) hours per week (plus one-half [1/2] hour paid lunch daily).*

Section 3. No employee shall have his/her workday and/or work shift changed for the purpose of circumventing the payment of overtime.

Section 4. Any changes in an employee's permanent shift or work day shall be made at least seventy-two (72) hours in advance.

## **ARTICLE XIV / WORK YEAR**

Section 1. The school monitors, cafeteria workers, attendance clerk, nurses, aides and teacher assistants shall be guaranteed 180 of their normal work days per school year. The number of hours in a normal workday will vary for individual employees according to the position they hold on September 1 of each school year. Newly hired employees in the above-referred to categories who are employed subsequent to September 1 shall not be entitled to the benefits of this Article during the first year of employment only. Beginning their second year of employment, such employee(s) shall be covered under the 180 day provision as provided herein. Bus drivers, assistant bus drivers and bus monitors are excluded from this section.

## **ARTICLE XIV / WORK YEAR (CONTINUED)**

Section 2. To enable the School District to provide 180 work days per school year, some employees who normally work in the afternoon may be required to work in the morning on days school is closed in the afternoon. The adjustment to the work schedule which may be required pursuant to this section shall be made by the Superintendent of Schools.

Section 3. All ten (10) month employees may request to have a base salary established effective September 1st of each year they have sick leave accruals in excess of ten (10) days on the prior June 30th. This base salary will be evenly paid over twenty-one (21) pay periods. Salary Base will be reviewed during January and revised as necessary. Adjustments to base salary will be made at any time during the year if the employee is on leave without pay for a period of five (5) days or more, or a permanent change in hours by one (1) or more per day. Employees will be converted to an hourly rate if sick leave accruals drop below ten (10) days at any time during the year.

Note: This policy may result in employees being paid in advance during the year. Recollections will occur at termination. Anyone not wishing to be paid on a base salary could be paid on the regular hourly scale as is now in effect.

## **ARTICLE XV / UNIFORMS**

Section 1. To assure a neat and presentable appearance for members of the cafeteria, custodial and dining room monitor staff, the School District will require these employees to wear appropriate uniforms supplied by the District:

*Custodian/Groundskeeper* - Uniforms at full cost from vendor, selected by District, provided for custodians and groundskeepers upon employment by the District:

- 3 uniforms if hired between July 1 and December 1
- 2 uniforms if hired between December 2 and June 30
- 2 uniforms yearly after the first full year of employment

Cafeteria staff will receive three (3) shirts annually as designated by the cafeteria manager.

Cafeteria Monitors - 2 uniform shirts supplied by the District to coordinate with cafeteria staff as designated by the school cafeteria manager. One shirt provided yearly after the first full year.

Each employee shall be responsible for the maintenance and cleaning of said uniforms while on duty.



## ARTICLE XV / UNIFORMS (CONTINUED)

Section 2. Each cafeteria employee shall receive a forty-five (\$45.00) dollar allowance per year to buy shoes. Such allowance shall be paid to each such employee upon presentation of a receipt for said shoes and shall be paid in a separate check. Employees must provide the business office with a receipt for shoes prior to the District issuing a check for the allowance.

Section 3. Each school nurse shall receive a thirty (\$30.00) dollar per year allowance for the purchase of a lab coat. Said allowance shall be paid to each such nurse upon presentation of a receipt for said lab coat and shall be paid in a separate check. Employees must provide the business office with a receipt for the lab coat prior to the District issuing a check for the allowance.

## ARTICLE XVI / LEAVES

All leaves shall apply only to full-time employees unless specifically provided otherwise. Leaves for 12-month full-time employees are to be credited as of July 1 and for 10-month full-time employees as of September 1. For the purposes of this Article, a full-time employee shall be one who works seven (7) hours or more per day, five (5) days per week, twelve (12) months per year.

### Section 1. Sick Leave

A. All full-time employees shall be granted sixteen (16) days sick leave per year and may accumulate sick leave to a maximum of two hundred twenty-five days (225).

B. All employees who work six (6) hours or more per day, five (5) days per week, ten (10) months per year in a single or combined position shall be granted eleven (11) days sick leave per year and may accumulate sick leave to a maximum of two hundred five (205) days.

C. All other employees shall be granted six (6) days sick leave per year and may accumulate sick leave to a maximum of one hundred seventy-five (175) days.

D. All employees shall be allowed to use up to five (5) days of their accumulated sick leave for situations that can be classified as family and/or emergency leave. In the event an employee has no accumulated sick days or has exhausted same, the Board of Education may grant additional leave under this section for extenuating circumstances. This section shall apply only to situations involving school district employees and their immediate families.

E. Disability due to pregnancy is to be treated as any other disability with respect to the use of sick leave. Pregnant employees may use sick leave for the period of their actual disability in accordance with the laws of the State of New York.

## ARTICLE XVI / LEAVES (CONTINUED)

F. Approve the use of accrued sick time for 10-month summer employees working within the realm of their related job title.

### Section 2. Personal Days

A. All full-time employees, as defined in this Article, shall be granted three (3) days personal leave per year. Said leave shall not be cumulative.

B. All other employees shall be granted two (2) days of personal leave per year. Said leave shall not be cumulative.

C. Personal business days shall be used for employees' personal business which cannot be conducted outside of the normal workday of the employee. The responsibility for proper use of personal days pursuant to the above guideline shall rest solely with the employee. In all cases where such days are used, except where emergency situations preclude it, the employee shall give the Superintendent of Schools three (3) days advance notice of taking such day. Personal leave shall not be taken either the workdays immediately before or after a holiday or recess period except in an emergency situation.

D. Employees shall be permitted to convert unused Personal Leave to Sick Leave accumulation at the end of each year.

### Section 3. Bereavement Leave

A. All employees shall be granted three (3) days bereavement leave per year in the event of the death of employee's spouse, child, son-in-law, daughter-in-law, parent, father-in-law, mother-in-law, sibling, grandfather or grandmother. Such days may also be used in the event of death of any person whose relationship can be shown to be of such direct or personal nature as to affect the performance of an employee. With respect to this latter use, the Superintendent may request a personal interview and information necessary to make a determination concerning the matter.

B. All employees covered under this Agreement shall receive an additional two (2) days of bereavement leave each year. Such days, if used, shall be deducted from accumulated sick leave.

### Section 4. Vacation Leave

Vacation shall be pro-rated on the employee's employment date to July 1 of that year and the employee shall receive that pro-rated amount on his/her employment date. On July 1 of that year, the employee shall be credited with five (5) days vacation in accordance with the schedule below and future vacation shall be credited on July 1 of each year in accordance with the schedule set forth below. All full-time employees, as defined in this Article, shall be granted vacation leave with pay as follows:

## ARTICLE XVI / LEAVES (CONTINUED)

Start first complete year(commencing July 1)	5 days
Start years 2 - 5	10 days
Start years 6 - 14	15 days
Start years 15 - 17	20 days
Start 18 years of employment	21 days
Start 19 years of employment	22 days
Start 20 years of employment	23 days
Start 21 years of employment	24 days
Start 22 years of employment	25 days

If a scheduled holiday falls within an employee's vacation, said employee shall receive an additional day off.

B. An employee requesting vacation leave shall submit a written notice of such request to their immediate supervisor as soon as possible (particularly for requests for extended leave such as a week or more) in order to afford the supervisor and School District the time to consider the impact of the request on the needs of the School District. Any use of vacation leave is subject to the approval of the immediate supervisor. The Supervisor shall advise the employee of the action on such request and may consider the operation needs of the District in making a determination.

C. Employees are expected to request and use all vacation leave allocated to them in any given year. Any unused vacation leave shall be forfeited and shall not carry-over from one year to the next. If an employee is unable to use vacation leave as a result of request(s) for such leave being denied by the School District based on the needs of the School District, the employee shall be compensated for any unused leave.

### Section 5. Child Care

Employees will be granted childcare leave upon written application to the Superintendent. Notification of intention to take such child care leave, so far as possible, shall be made in writing at least six months before the expected birth of the child. Such leave shall extend for a period of not more than two (2) years after the birth of the child or other termination of the pregnancy. Such leave may be extended beyond the above period at the discretion of the Board of Education. An employee out on a childcare leave will be required to notify the Superintendent of Schools in writing of the employee's intention to return to work at least one (1) month prior to the expiration of the leave. If the Superintendent of Schools has not received timely notice, they shall send a letter of inquiry to the employee at said employee's last known residence. Failure to notify the Superintendent of Schools within two (2) weeks after receipt of such inquiry or twenty (20) days after the letter of inquiry has been mailed shall be assumed to constitute a resignation. An employee returning to work after a child care leave shall be guaranteed the same position on the same experience step of the employee's job classification to which the employee was assigned prior to the beginning of the leave. Any benefits to which the employee was entitled prior

## ARTICLE XVI / LEAVES (CONTINUED)

to the commencement of the leave shall remain the same for the duration of the leave and shall be returned to the employee upon resuming the employee's duties with the District.

### Section 6. Sick Leave Pool

A. The sick leave pool was originated to provide additional sick days to employees. It is intended to help those participating employees who have exhausted their personal sick leave during an extended illness or incapacitating injury. The sick leave pool is available to those covered under the CSEA contract. The sick leave pool was not developed to create a reserve pool of days for an individual who has indiscriminately exhausted his/her personal allotted sick leave days. It also is not intended to provide leave to an individual who elects to treat a medical problem of a non-emergency nature (elective surgery, etc.) during the school year, and exhausts their sick leave during their recovery period.

The term Participating employee means a person who has contributed to the sick leave pool. A person is not eligible to withdraw from the sick leave pool unless that person has donated to the sick leave pool.

Sick leave pool days are accumulated by the voluntary contributions from all employees. Once days are donated, they become part of the pool and cannot revert back to the donor should that individual later exhaust their sick days. On June 30th the hours in the sick leave pool will roll over to the next years pool.

In September a new request will be submitted to all employees to replenish the sick leave pool. Current employees will be able to donate to the sick leave pool from September 1 to October 15th in each calendar year. New employees will have 60 days from the date of hire to donate to the sick leave pool. In order to be able to withdraw from the sick leave pool you must have donated to the pool. Contributions to the Sick Leave Pool shall be made on a form approved by the Superintendent and the Unit.

Annual request for donations will be made until such time that the pool total is approximately 500 hours. Once the approximate cap of 500 hours has been reached no additional request will be made in subsequent Septembers until the hours in the sick leave pool fall below 300 hours or at the discretion of the committee. Even if the cap has been reached a new employee will be given the opportunity to donate to the sick leave pool within 60 days from their date of hire.

If at any time during the course of a year the sick leave pool total falls below 200 hours a request to replenish said bank will be made to the employees.

Only employees employed in their normal job title will be allowed to withdraw from the sick leave pool.

## ARTICLE XVI / LEAVES (CONTINUED)

Requests to the sick leave pool committee cannot be made unless the employee has exhausted their personal sick days.

### B. Sick Leave Pool Requests

All requests to withdraw days from the sick leave pool must be made in writing to the sick leave pool committee. Due to the diverse number of hours worked by the employees of this membership, all requests must include the amount of days (hours of individual's workday) that are needed.

The total amount of days that any one employee may withdraw during a school year will not exceed 10 days. An employee will be allowed to withdraw only the total number of hours that person would normally work. In the event of extenuating circumstance, the sick leave pool committee will call an emergency meeting to consider the request and determine further action.

All written requests will be reviewed by the sick leave pool committee promptly and a decision by the committee will be made on a case-by-case basis within 3 working days. Past decisions in any particular case will not bind the committee in any future decisions. Any determination of a request will be based on the number of hours remaining in the sick leave pool bank.

At the discretion of the committee medical information may be requested to determine a sick leave pool request. In making a determination, the sick leave pool committee will consider the following:

1. Length of service in the district
2. Prior contribution of sick days to the pool
3. Nature of illness, injury, or disability
4. Number of days/hours requested
5. Number of days/hours available in the pool
6. Number of hours that the person has been previously granted
7. Past use of personal sick leave

## ARTICLE XVII / INSURANCE

All provisions with respect to hospitalization coverage and dental insurance coverage shall apply only to full-time employees unless specifically provided otherwise. For purposes of this Article, effective for any employee hired on or after January 1, 2013, a full-time employee shall be one who works six (6) hours or more per day, five (5) days per week, and ten (10) or twelve (12) months per year. Any employee hired prior to January 1, 2013 and who has remained continuously employed by the School District and thereafter remains continuously employed by the School District, shall remain eligible for

## ARTICLE XVII / INSURANCE (CONTINUED)

hospitalization and dental coverage so long as they work at least four (4) or more hours per day, five (5) days per week, and ten (10) or twelve (12) months per year.

Section 1. Effective January 1, 2013, the Employer shall pay ninety-six (96%) of any individual, two-person, or family plan selected by an employee who was hired prior to July 1, 1992 and who thereafter remains continuously employed by the Employer. Effective January 1, 2013 the Employer shall pay ninety percent (90%) of any individual, two-person, or family plan selected by an employee who was hired after July 1, 1992 and before January 1, 2013 and who thereafter remains continuously employed by the Employer. Effective January 1, 2013, the Employer shall pay eighty-seven and one-half percent (87.5%) of any individual, two-person, or family plan selected by an employee who is hired on or after January 1, 2013. Effective July 1, 2015, the Employer shall pay an employer contribution of eighty-seven and one-half percent (87.5%) for all employees eligible for health insurance regardless of date of hire. In each of the above situations, the percentages are based on the entire premium of the plan selected (i.e. the total premium and not simply any difference in cost between plans). The employee shall be responsible for that portion of the health insurance premium not paid by the Employer and shall have such amount of their contribution deducted from their paychecks throughout the year. Employees are only eligible for health insurance coverage so long as they do not have health insurance coverage available under their spouse's plan.

Employees enrolled in a family or 2-person plan shall be responsible for that portion of the health insurance premium not paid by the District and shall have the amount of their contribution deducted from their paychecks throughout the year.

Section 2. Effective July 1, 1982, dental insurance coverage known as Blue Cross/Blue Shield Basic Coverage 80-20% Plan, including Riders A and B, will be offered full-time employees provided they do not have such insurance coverage under their spouse's plan. The Employer shall contribute 80% of the cost of the monthly premium and the employee will contribute 20% of the cost of the monthly premium.

Section 3. The concept of Managed Care is agreed to as part of the contract with the Blue Cross/Blue Shield Matrix One policy.

Section 4. The District will provide a prescription program to members eligible for insurance as set forth above. Effective July 1, 2004, or as soon thereafter as may be implemented, the District will offer a prescription program with a \$3 generic and \$7 brand name co-pay under the Matrix and the PPO plans until Blue Cross withdraws this plan or a different plan is offered as a component of the Matrix or PPO plans, or to the end of this contract, whichever is sooner. A member participating in such prescription program shall pay the same contribution towards premiums as set forth in Section 1 above with such premium contribution being deducted from their payroll.

## **ARTICLE XVII / INSURANCE (CONTINUED)**

Section 5. Employees hired on or after July 1, 2007, will be offered the PPO Program and CDPHP as insurance options. Effective July 1, 2012, or as soon thereafter as may be implemented, the School District may also offer the new PPO as a voluntary option for members.

Section 6. The deductible limits for the Major Medical Insurance is \$100 per individual and \$300 per family.

Section 7. The District will continue to maintain the current percent level of premium cost for retirees' health insurance (50% individual, 50% family, plus Medicare payments for both retiree and spouse as reflected in the New York State Health Insurance Program) for eligible employees with a minimum of five (5) years of consecutive service with the District. Employees may continue dental insurance at full cost to the employee. Effective for any member retiring from the School District after June 30, 2015, the School District shall no longer reimburse such retired members for Medicare Part B.

## **ARTICLE XVIII / RETIREMENT BENEFITS**

Section 1. All eligible employees shall be entitled to enroll in the New York State Retirement Plan 75i.

### **Section 2. Death Benefit**

All eligible employees shall be entitled to enroll in the Ordinary Death Benefit as provided by Section 60-b of the New York State Retirement and Social Security Law.

### **Section 3. Unused Sick Leave**

All eligible employees shall be covered by Section 41-j of the New York State Retirement and Social Security Law which provides for an allowance of unused sick leave toward additional service credit upon retirement.

### **Section 4. Prior Service Credit**

All eligible employees shall have the prerogative of purchasing Military Service Credit for World War II pursuant to Section 41-j of the New York State Retirement and Social Security Law and other Military Service pursuant to subdivision 4 of Section 243 of the New York State Military Law.

Section 5. Upon retirement, the District will pay to the retiring employee a sum equal to fifty dollars (\$50) per day or one-half of the employee's daily rate of pay, whichever is less, for each day of unused accumulated sick leave the employee has at the time of retirement.

## **ARTICLE XIX / HOLIDAYS**

Section 1. All twelve (12) month employees shall be granted holidays as follows:

Independence Day	Christmas Day
Labor Day	New Year's Day
Columbus Day	Presidents' Birthday
Veterans' Day	Good Friday
Thanksgiving Day	Memorial Day
Day after Thanksgiving	One rotating day to be designated by the Superintendent
Martin Luther King Day	

Section 2. All twelve (12) month employees required to work a holiday shall be compensated at two times their regular hourly rate.

Section 3. All ten (10) month employees shall be granted holidays as follows:

Veterans' Day	Martin Luther King Day
Thanksgiving Day	Presidents Birthday
Day after Thanksgiving	Good Friday
Christmas Day	Memorial Day
New Year's Day	

## **ARTICLE XX / LAYOFF / RECALL**

Section 1. Seniority is defined as continuous service with the School District, regardless of title, commencing with the first date of permanent appointment. Substitute service does not qualify for seniority. Periods of unpaid leave shall not constitute breaks in service but shall also not count for accrual of seniority. Any break in service (e.g. a resignation or termination) shall cause an employee to forfeit accrued seniority should they later return to employment with the School District. An employee who is laid off by the District as a result of a reduction in force shall not forfeit any seniority accrued as of the effective date of lay off and will return with such accrued seniority in the event they are recalled to employment. For example, an employee laid off with two years of seniority who is recalled to work one year later would return with the same two years of seniority intact.

Section 2. A reduction in force of employees in the competitive class shall be effected in accordance with applicable law and regulations.

Section 3. A reduction in force of employees in the non-competitive or labor class shall be effected by seniority as defined above beginning with the least senior employee in the affected job title. If the laid off employee had accumulated seniority in another job title, that employee may bump another employee with less seniority in that other title.



## **ARTICLE XX / LAYOFF / RECALL (CONTINUED)**

Section 4. Any employee to be laid off shall be provided with written notice of such action at least thirty (30) days prior to the effective date of such layoff. For employees who will be laid off as a result of the budget process, the School District shall provide them with written notice of such lay off on or before June 30<sup>th</sup>.

Section 5. Employees who have been laid off shall remain on a recall roster, maintained by the District, for four (4) years and shall be recalled to work by job title in inverse order of layoff.

## **ARTICLE XXI / PROMOTIONS, VACANCIES, NEW OPENINGS**

Section 1. When a vacancy, new opening or promotion opportunity occurs, the job shall be conspicuously posted for five (5) 12-month calendar workdays prior to the position being filled. When employees with comparable ability and competence apply for a job opening, the Employer shall appoint the employee with the most District-wide seniority. The ability and competence of said employees shall be determined solely by the School District and said determination shall be final and not subject to the grievance procedure.

Section 2. When such a vacancy is filled, all applicants shall be notified of the person appointed within a reasonable time frame.

## **ARTICLE XXII / TRANSPORTATION**

Section 1. Extra trips shall be assigned to bus drivers or employees represented by the CSEA unit on a voluntary basis, before assigned to other persons. Assignment of such trips to bus drivers shall be made on a rotating basis based on length of service. A record shall be kept of the assignments made and whether a driver accepted the trip. The School District will attempt to equalize the number of assignments offered each driver. If a driver, whose turn it is on the rotating schedule, refuses an assignment, the assignment must be made to another driver pursuant to the rotating list. If no bus driver or employee represented by the CSEA Unit is available, the assignment may be made to any qualified person including persons other than bus drivers.

Section 2. Compensation for extra trips shall be paid at the rate of \$18.00/hour, effective July 1, 2007. Effective July 1, 2009, the extra trip rate shall increase to \$19.00/hour.

Section 3. Bus drivers shall be required to comply with all provisions of and regulations issued pursuant to Article 19A of the New York State Vehicle and Traffic Law, Section 3624 of the Education Law and part 156.13 of the Regulations of the Commissioner of Education.

## **ARTICLE XXII / TRANSPORTATION (CONTINUED)**

Section 4. For the term of the Agreement, school bus drivers shall be guaranteed a morning and afternoon bus run so long as there are runs available. If there is an insufficient number of runs to provide all drivers, a morning and afternoon run, the reduction of runs would be based upon seniority. Said runs shall be compensated at a minimum of two (2) hours pay for each run.

Section 5. Any school bus driver driving a noon bus run shall be guaranteed a minimum of one (1) hour pay for such run.

Section 6. Any school bus driver driving a field trip that falls outside the normal work week (e.g., weekends, vacations, holidays) will be guaranteed two hours each way.

Section 7. The District shall reimburse school bus drivers for the cost of the C.D.L. in excess of a regular license renewal. Reimbursement shall occur after the completion of 1 year of service and upon presentation of receipt to the District Business Office. Currently employed drivers will receive this benefit upon renewal of license after July 1, 2000.

## **ARTICLE XXIII / DISCIPLINE - DISCHARGE**

Section 1. Applicable provisions of the New York State Civil Service Law shall be followed in connection with any disciplinary or discharge proceeding initiated by the Employer. The President of the Local CSEA Unit shall be notified when any such proceeding has been initiated by the Employer.

Section 2. Upon completion of two (2) consecutive years of service with the District, employees in a non-competitive or labor class position shall in the event of any disciplinary or discharge proceeding be provided with a statement of charges and an opportunity to be heard before the Superintendent of Schools. If the employee is not satisfied with the Superintendent's decision, said employee could present their case to the Board of Education. The Board's decision would be final and would not be subject to the grievance procedure.

## **ARTICLE XXIV / PERSONNEL FILE**

Upon request, any employee shall be permitted to examine their own personnel file. No derogatory material shall be placed in an employee's personnel file unless that employee has had an opportunity to read the material. The employee shall acknowledge that they have read such material by affixing their signature to the actual copy to be filed with the understanding that such signature merely signified that they read the material to be filed and does not necessarily indicate agreement with its contents. The employee shall have the right to answer any material filed and their answer shall be attached to the file copy.

## **ARTICLE XXV / PERSONAL INJURY BENEFITS**

Section 1. Whenever an employee is absent from their employment and unable to perform their duties as a result of personal injury caused in the course of their employment such that Worker's Compensation payments are made for such injury/absence, they will be paid their full salary (except as provided below) during their absence from their employment up to a period of one (1) year and no part of such absence will be charged to their annual or accumulated sick leave. In order to avoid duplicate and excessive payments to such an employee, any monies received by the employee during such absence from Worker's Compensation, Unemployment Insurance, or other third party payment shall be made known to the School District by the employee and first be deducted from the pay to the employee by the School District. The intent of this provision is to insure the employee's regular pay continues but that they not receive cumulative payments which exceed their regular pay.

Section 2. The School District shall reimburse employees for the reasonable cost of replacing or repairing dentures, eyeglasses, hearing aids, or similar bodily appurtenances not covered by Worker's Compensation, Blue Cross/Blue Shield or Major Medical, which are damaged, destroyed or lost as a result of an injury sustained in the discharge of their duties within the scope of their employment.

Section 3. The School District will reimburse employees for the reasonable cost of any clothing or other personal property damaged or destroyed as a result of an assault suffered by an employee while the employee was acting in the discharge of their duties within the scope of their employment.

Section 4. In order to avoid duplicate payments to an employee, an employee shall reimburse the School District for any monies paid to them by the School District pursuant to this Article from any money which they may recover from a third party in relation to any of the matters covered in this Article. The legal costs incurred to obtain recovery from the third party shall not be considered a part of the money received by the employee.

## **ARTICLE XXVI / MEDICAL EXAMINATIONS**

If a medical examination is required of a regular employee, the cost of said examination will be borne wholly by the School District if the employee uses the services of the school physician. If the employee elects to use a physician of their own choice, the District will reimburse said employee the amount of nine dollars and fifty cents (\$9.50) toward the cost of said examination upon the receipt of a completed health form.

## **ARTICLE XXVII / PRINTING AND DISTRIBUTION**

Section 1. The Employer and the CSEA hereby agree to share the expense of printing copies of the Contract for each employee.

Section 2. The CSEA shall distribute said copies to all employees.

**ARTICLE XXVIII / DURATION**

This Agreement shall cover the period of July 1, 2012 and remain in effect until June 30, 2016.

IN WITNESS WHEREOF, the parties hereto, the President of the Board of Education for the Waterford-Halfmoon Union Free School District, the Superintendent of Schools of said District, the Chief Negotiator of said District and the President of the Waterford-Halfmoon Union Free School District Unit of the Saratoga County Educational Local #864 of the Civil Service Employees Association, Inc., Local 1000, AFSCME, AFL-CIO and the Chief Negotiator of said Unit, have hereunto affixed their names and seals this 2<sup>nd</sup> day of May 2013.

FOR THE WATERFORD-  
HALFMOON UNION FREE  
SCHOOL DISTRICT

FOR THE CSEA, INC., LOCAL 1000,  
AFSCME, AFL-CIO, FOR THE  
WATERFORD-HALFMOON UFSD UNIT OF  
THE SARATOGA COUNTY LOCAL #864



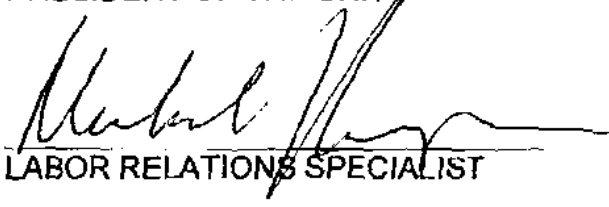
PRESIDENT  
BOARD OF EDUCATION



PRESIDENT OF THE UNIT



SUPERINTENDENT OF SCHOOLS



LABOR RELATIONS SPECIALIST

**Schedule "A"**  
**Beginning Salary Schedule**  
**For the Period of July 1, 2012 - June 30, 2016**

Position	2012-13	2013-14	2014-15	2015-16
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**12-Month Employees**

<b>Typist</b>	<b>13.70</b>	<b>13.97</b>	<b>14.25</b>	<b>14.54</b>
<b>Account Clk/Typ</b>	<b>13.82</b>	<b>14.10</b>	<b>14.38</b>	<b>14.67</b>
<b>Senior Typist</b>	<b>13.94</b>	<b>14.22</b>	<b>14.50</b>	<b>14.79</b>
<b>Custodian</b>	<b>11.67</b>	<b>11.90</b>	<b>12.14</b>	<b>12.38</b>
<b>Groundskeeper</b>	<b>11.67</b>	<b>11.90</b>	<b>12.14</b>	<b>12.38</b>
<b>Guard</b>	<b>9.41</b>	<b>9.60</b>	<b>9.79</b>	<b>9.99</b>
<b>Cleaner</b>	<b>9.74</b>	<b>9.93</b>	<b>10.13</b>	<b>10.34</b>

**10-Month Employees**

**Aide-Non-Classroom Includes:**

<b>Library Median Aide</b>				
<b>Clerical Aides</b>				
<b>Dining Room Monitor</b>				
<b>In-School Susp</b>				
<b>H.S. Hall Monitor</b>	<b>10.10</b>	<b>10.30</b>	<b>10.51</b>	<b>10.72</b>

**Aides-Classroom Includes:**

<b>Temporary Aides</b>				
<b>Teacher Aides</b>	<b>11.00</b>	<b>11.22</b>	<b>11.44</b>	<b>11.67</b>
<b>Teacher Assistant</b>	<b>12.41</b>	<b>12.66</b>	<b>12.91</b>	<b>13.17</b>
<b>Attendance Supv.</b>	<b>11.55</b>	<b>11.78</b>	<b>12.02</b>	<b>12.26</b>
<b>Audio Visual Aide</b>	<b>12.29</b>	<b>12.54</b>	<b>12.79</b>	<b>13.04</b>
<b>Nurse</b>	<b>17.81</b>	<b>18.17</b>	<b>18.53</b>	<b>18.90</b>
<b>Bus Driver</b>	<b>14.24</b>	<b>14.52</b>	<b>14.82</b>	<b>15.11</b>
<b>Assistant Driver</b>	<b>12.16</b>	<b>12.40</b>	<b>12.65</b>	<b>12.90</b>
<b>Bus Monitor</b>	<b>10.51</b>	<b>10.72</b>	<b>10.93</b>	<b>11.15</b>
<b>Greeter</b>	<b>9.53</b>	<b>9.72</b>	<b>9.92</b>	<b>10.11</b>
<b>Microcomputer Repair Technician</b>	<b>24.02</b>	<b>24.50</b>	<b>24.99</b>	<b>25.49</b>
<b>Food Service Manager</b>	<b>17.20</b>	<b>17.54</b>	<b>17.89</b>	<b>18.25</b>
<b>Cook</b>	<b>12.90</b>	<b>13.16</b>	<b>13.42</b>	<b>13.69</b>
<b>Food Service Helper</b>	<b>10.22</b>	<b>10.42</b>	<b>10.63</b>	<b>10.85</b>

**SCHEDULE "B"**

**SUMMARY OF CSEA SALARY SCHEDULE**

	<b>2013-14</b>	<b>2014-15</b>	<b>2015-16</b>
All Present Employees In all Positions	3%	2%	2%

## **SCHEDULE "C"**

### **TEMPORARY TEACHER AIDES**

The parties agree to merge temporary teacher aides into all elements of the collective bargaining agreement with the following conditions:

- The seniority date for any members formerly identified as temporary teacher aides shall commence on August 30, 2012 for determination of any layoff and recall pursuant to Article XX. Thereafter, seniority shall accrue as set forth in Article XX. In the event of a layoff of this "subgroup" of temporary teacher aides, the order of seniority for application within that subgroup shall be by time of continuous employment with the District as temporary teacher aide. In other words, if the layoff of an aide results in the District looking to this subgroup which shares a common seniority date of August 30, 2012 for layoff purposes, the selection of which aide(s) within the subgroup will be laid off shall be by their internal seniority based on continuous service with District prior to August 30, 2012. Continuous employment means that an aide worked successive school years up to August 30, 2012. Any break in service for any reason constitutes a break in service which would cause any seniority to start over.
  
- All members previously employed as temporary teacher aides shall not be eligible for the protections of Article XXIII or Civil Service Law Section 75 until July 1, 2013. The intent of this is to provide for a one year probationary period for all such employees for the 2012-2013 school year.
  
- Those members formerly employed as temporary teacher aides shall continue to receive pay and accrue paid leave benefits as they have done so in the past and as are afforded other members of the bargaining unit.



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