



**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](mailto:ilrref@cornell.edu)

#### **Contract Database Metadata Elements**

**Title: Millbrook Central School District and Millbrook Central School Non-Instructional Unit #6671, CSEA Local 1000, AFSCME, AFL-CIO, Dutchess County Educational Local 867 (2013) (MOA)**

**Employer Name: Millbrook Central School District**

**Union: Millbrook Central School Non-Instructional Unit #6671, CSEA Local 1000, AFSCME, AFL-CIO**

**Local: Dutchess County Educational Local 867, 1000**

**Effective Date: 07/01/2013**

**Expiration Date: 06/30/2016**

**PERB ID Number: 5623**

**Unit Size:**

**Number of Pages: 39**

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/>

**AGREEMENT BY AND BETWEEN**

**THE MILLBROOK CENTRAL SCHOOL DISTRICT**

**And**

**THE CIVIL SERVICE EMPLOYEES ASSOCIATION, INC.,  
LOCAL 1000, AFSCME, AFL-CIO,  
MILLBROOK CENTRAL SCHOOL DISTRICT UNIT #6671,  
OF THE DUTCHESS COUNTY EDUCATIONAL LOCAL #867**



**JULY 1, 2013 – JUNE 30, 2016**

**TABLE OF CONTENTS**

	<u>Page</u>
ARTICLE I RECOGNITION & DUES DEDUCTIONS.....	1
ARTICLE II NO STRIKE, NO LOCKOUT .....	3
ARTICLE III WORK DAY/WORK WEEK .....	3
ARTICLE IV COMPENSATION .....	8
ARTICLE V HOLIDAYS WITH PAY .....	13
ARTICLE VI VACATION WITH PAY .....	14
ARTICLE VII LEAVES .....	14
ARTICLE VIII INSURANCE .....	17
ARTICLE IX RETIREMENT .....	20
ARTICLE X ADMINISTRATIVE & EMPLOYEE RIGHTS .....	20
ARTICLE XI GRIEVANCE PROCEDURE .....	23
ARTICLE XII EMPLOYEE HEALTH CONCERNS .....	26
ARTICLE XIII CONFORMITY WITH LAW.....	27
ARTICLE XIV TERM .....	28
APPENDIX A – 2013-2016 SALARY SCHEDULES	

THIS CONTRACT made and entered into the 9<sup>th</sup> day of October, 2013, by and between THE MILLBROOK CENTRAL SCHOOL DISTRICT, with offices in Millbrook, New York, hereinafter referred to as "the District"

and

THE CIVIL SERVICE EMPLOYEES ASSOCIATION, INC., LOCAL 1000, AFSCME, AFL-CIO, hereinafter referred to as "the Association", for the Millbrook Central School District Unit #6671, of the Dutchess County Educational Local #867.

**ARTICLE I**  
**RECOGNITION & DUES DEDUCTIONS**

**Section 1: Recognition**

The District recognizes the Association as the sole and exclusive representative for all secretarial employees, custodial employees, custodians, library clerks, cafeteria employees, school aides/monitors, junior accountants, registered nurses, bus drivers, attendance clerks, teacher assistants, maintenance employees, food service helpers, cooks, head custodians, teaching assistants, teacher aides, senior account clerk/typists, typists and courier/bus drivers, excluding all substitute, temporary and regular employees working twenty (20) or less hours per week, for the purpose of collective negotiations for all terms and conditions of employment and the administration of grievances for the maximum period allowed by law.

**Section 2: Dues Deduction**

- A. The Association shall have the exclusive right to payroll dues deductions.
- B. The District will honor individual authorizations subject to paragraph D hereof, for the deductions of Association dues and such Association insurance premiums as may be authorized by the employee. The Association shall certify to the District in writing, the current rate of its membership dues and any insurance premiums.

C. Deductions shall be made uniformly and consistently on each pay-day and remit same to the treasurer, Civil Service Employees Association, Inc., 143 Washington Avenue, Albany, New York, 12210.

D. Deductions authorized by any employee shall continue until such employee notifies the District of his desire to discontinue or to change such authorization in writing, except as may be provided by Section 3 of the Article.

E. The Millbrook Central School District agrees to deduct an agency fee from any employee of the bargaining unit who is not a union member. This fee shall be equivalent to the dues levied by Civil Service Employees Association, Inc. and shall be transmitted, along with a listing of such employees to Civil Service Employees Association, Inc., 143 Washington Avenue, Albany, New York 12210.

F. The Association assumes responsibility for the disposition of such funds so deducted once they are remitted to the Association.

G. In making deductions pursuant to this section, the District assumes no responsibility for the amount deducted or whether deductions for a particular employee were authorized. The Association shall hold the District harmless for damages and expenses resulting from these deductions.

H. Should any employee indicate a change subject to paragraph D hereof by an application in triplicate, the District shall forward one copy to the Association, one copy to the treasurer, Civil Service Employees Association, Inc., 143 Washington Avenue, Albany, New York, 12210 and one copy retained for its own record.

### Section 3: Information

On the effective date of this Agreement, the District shall supply to the Millbrook School Unit a list of all employees in the bargaining unit showing the employees full name, home address, job title, membership status, insurance deduction and first date of employment. Such information shall hereafter be updated on a yearly basis.

**ARTICLE II**  
**NO STRIKE, NO LOCKOUT**

**Section 1: No Strike**

The Association affirms that it does not assert the right to strike against the District, nor will it assist in or participate in any such strike by the employees, nor will it impose any obligation on said employee to conduct, assist in or participate in a strike.

**Section 2: No Lockout**

The District affirms that it does not assert the right to lockout the Association, its employees or any employee of the District, nor will it assist in or participate in any such lockout by any of its administrators, or supervisors, nor will it impose any obligation on said administrators or supervisors to conduct, assist in or participate in a lockout.

**ARTICLE III**  
**WORK DAY/WORK WEEK**

**Section 1: Custodial/Maintenance Department; Bus Driver/Courier**

A. Day Shift

1. **Normal Work Week:** The work week shall be forty (40) hours per week, eight (8) hours per day, exclusive of a one-half (½) hour lunch period, Monday through Friday.

B. Night Shift

1. **Normal Work Week:** The work week shall be forty (40) hours per week, eight (8) consecutive hours per day, inclusive of a one-half (½) hour lunch period, Monday through Friday.

2. **Emergency Cell Phones:** The District shall provide cell phones for night custodial workers who work alone in their buildings during the time of their shift for emergency call purposes.

3. **Summer Hours and School Recess:** During summer months and school recess periods, the regular full time night shift employees shall work their regular shift or the custodial day shift at the District's option; provided, however, that the District shall first seek

volunteers from among the night shift employees to fill the needed positions. In the event that no volunteers come forward, the District may assign night shift employees on the basis of the inverse order of seniority. On school holidays, Superintendent's Conference days and other days when school is not in session, the Employer may assign the custodial night shift workers to the day shift.

C. Special Night Shift

Whenever the necessity arises, at the discretion of the District, night shift assignment(s) commencing after 6:00 PM may be made in accordance with the following conditions:

1. Volunteers shall be solicited in writing for such assignment from the staff existing at the building where the assignment shall be made.
2. If no volunteers come forward, then the least senior staff member at the building shall fill the assignment.
3. The hours of work for an assignment at or after 6:00 P.M. pursuant to this paragraph, shall be eight (8) hours in duration, inclusive of one (1) hour for dinner. Any shift starting after 8:00 p.m. shall be seven (7) hours in duration inclusive of one-half (½) hour for a meal, without any reduction in salary.

D. Regular Night Shift

The District has the right to establish a regular night shift commencing at 11:00 p.m. which shall be eight (8) hours in duration, inclusive of one hour for dinner.

E. ID Pictures for Night Shift Employees

Custodial workers who work the night shift shall have ID pictures taken during their shift or will be granted time back if they are required to have their photos taken during the day shift.

Section 2: Secretarial/Clerical

A. Normal Work Week: The work week shall be thirty-seven and one-half hours (37 ½) per week, seven and one-half (7 ½) consecutive hours per day, exclusive of a one-half (½) hour lunch period, Monday through Friday.

B. Summer and School Recess Hours: During the summer months and school recess periods (Christmas, Mid-Winter and Spring), the work week shall be thirty-two and one-

half (32 ½) hours per week, six and one-half (6 ½) consecutive hours per day, exclusive of a one-half (½) hour lunch period, Monday through Friday.

However, the District may extend summer and school recess period hours to normal workday/workweek hours provided that the affected employee(s) shall be compensated at the regular hourly rate for time worked. Advance notice of at least one (1) day shall be required as a minimum period of notice for requiring employee(s) to work beyond normal hours.

Section 3: Food Service Workers, Cooks, Library Clerks, Teacher Aides, Teaching Assistants, Typists/Monitors and Attendance Clerks

A. Normal Work Week: Varied according to student need; up to six and one-half (6 ½) hours per day, thirty-two and one-half (32 ½) hours per week, exclusive of a one-half (½) hour lunch period, Monday through Friday.

For employees on payroll as of September 1, 1985, there will be no reduction, without the consent of the employee affected, in the number of hours that the particular employee is assigned. The Board may assign the employee to any location in the District and may determine employee starting and ending times during the day. The Board may hire employees to work hours, location and times different from employees on payroll as of September 1, 1985. This provision does not restrict the District from laying-off any current or new employee, in accordance with existing contractual provisions (Article X Section 2[c]).

For employees hired after September 1, 1985, the District retains all rights with respect to hours, location of work and work day schedule.

Section 4: Registered Professional Nurses

A. Normal Work Week: Thirty-five (35) hours per week, exclusive of one-half (½) hour lunch period, Monday through Friday.

Section 5: Rest Periods

Each employee in the unit shall be entitled to one (1) fifteen minute rest period per day.

Section 6: Snow Days

A. Secretarial, Custodial, Maintenance Employees and Bus Driver: Secretarial and custodial employees shall be required to report to work within two (2) hours of their normal start



time on snow or emergency closing days. Days missed because of snow or emergency closing will be treated as personal leave, vacation or offset against accumulated compensatory time, at the employee's option. Custodians, custodial workers, secretarial and clerical employees shall be entitled to one-half (1/2) day of compensatory time for each one (1) snow day worked. An employee who works four (4) hours on a snow day may use his/her half day of compensatory time on that same day if approved by his/her supervisor. If the compensatory time was not taken on the day that it was earned, the compensatory time can be used at a later date as arranged by mutual agreement between the immediate supervisor and the individual. Any compensatory time must be used by June 30<sup>th</sup> of the school year in which it was earned or it will be forfeited. If such employees do not report to work, their immediate supervisor must be called before the reporting time and informed of the circumstances for non-attendance.

An updated snow crew member list will be established by October 1<sup>st</sup>. The express function of the snow crew is for snow and/or icing removal or any other weather related emergency conditions. The list will be developed by the District, in consultation with the CSEA, and then submitted to the Superintendent of Schools for final approval. The list will consist of at least seven (7) members, and the names will be listed in priority order for calling. The number of members called and used for any event will be determined by need. All snow crew members are guaranteed three (3) hours of overtime pay outside of their normal work shift. The composition of the list and utilization of the members on the list for any event is not grievable. The "snow crew" clause will sunset at the end of the first year of the contract, and will be revised, if necessary, and renewed upon mutual agreement.

In years when the District provides employees with snow "give-back days", all unit members in the titles enumerated in Section "A" above will have one (1) of the "give back days" off, with pay, as determined by the Superintendent of Schools. Every effort shall be made to notify these employees of when the "give back day" will occur no later than two (2) weeks prior to its occurrence.

B. Food Service Worker, Cook, Library Clerk, Teacher Aides, Teaching Assistant, Typist/Monitor, Registered Nurses and Attendance Clerk; If school is canceled because of snow, the cafeteria employees, library clerks, registered nurses, attendance clerk and school aide/monitors shall be paid for that day. All employees in titles enumerated in Section "B" above will be paid for "give back days", in accordance with practice.

C. If all schools in the district are closed at the discretion of the Superintendent due to weather and/or emergency conditions, twelve month employees, including: secretarial employees/typists, senior account clerk/typists, custodial workers, maintenance workers, and maintenance helpers (excluding snow removal crews), will not be charged for missed time.

#### Section 7: Delayed School Openings

If a delayed school opening is put into effect because of snow, icing or other emergency conditions, employees must report to work no later than one hour beyond the normal start time in the event of a one hour delayed opening or two hours beyond the normal start time in the event of a two hour delayed opening, or three hours beyond the normal start time in the event of a three hour delayed opening. Day shift custodians and maintenance workers can report one (1) hour late on a two (2) hours school delay and one and one-half (1 ½) hours late on a three (3) hour school delay with no loss in pay. If such employees do not report to work, their immediate supervisor must be called before the reporting time and informed of the circumstances for non-attendance.

#### Section 8: Early School Closings

If it is necessary to send the students home from school early for any emergency, all aides, monitors, assistants, cafeteria staff, nurses and library clerks shall be permitted to leave after all students are dismissed. All other non-custodial/maintenance unit members will be dismissed when the last student who attends the school in which they are assigned has been dropped off at home, or earlier at the discretion of the Superintendent of Schools. Custodial and maintenance unit members may be dismissed earlier than the end of their normal work day at the discretion of the Superintendent of Schools. The night shift will report at the regular time unless the Superintendent of Schools or his/her designee determines otherwise.

#### Section 9: Safety Coverage

Effective upon ratification, the Employer shall purchase two (2) "walkie-talkies" for employees to use when the building that they are assigned to is staffed by only one employee.

ARTICLE IV  
COMPENSATION

Section 1: Compensation

A. Compensation: July 1, 2013 – June 30, 2016:<sup>a</sup>

1. Step-Eligible Employees: Unit members who are step-eligible shall advance one step effective July 1<sup>st</sup> during each year of this Agreement (July 1, 2013 through June 30, 2016). There shall be no increase to the salary schedules.
2. Ten (10) Month Off-Step Employees:
  - a. Ten (10) month off-step employees who are off-step as of July 1, 2013 will receive a \$600 increase to their base salaries effective July 1, 2013, an additional \$750 effective July 1, 2014 and an additional \$800 effective July 1, 2015. For example, a ten (10) month off-step employee making \$20,000 during the 2012-2013 school year would have a base salary of \$20,600 as of July 1, 2013, a base salary of \$21,350 as of July 1, 2014, and a base salary of \$22,150 as of July 1, 2015.
  - b. Ten (10) month employees who were on-step as of July 1, 2013, but will be off-step as of July 1, 2014 will receive a \$600 increase to their base salaries effective July 1, 2014 and an additional \$750 effective July 1, 2015. For example, a ten (10) month off-step employee making \$20,000 during the 2013-2014 school year would have a base salary of \$20,600 as of July 1, 2014, and a base salary of \$21,350 as of July 1, 2015.
  - c. Ten (10) month employees who were on-step as of July 1, 2014, but will be off-step as of July 1, 2015 will receive a \$600 increase to their base salaries effective July 1,

---

<sup>a</sup> For Association members who were first no longer eligible for step advancement as of July 1, 2010, the \$700, non-cumulative, annual recurring salary payment that has been received by them since the 2010-11 school year shall become a part of all such Association members' base salaries, effective December 2, 2013.

- i. It is understood by the parties hereto that since the \$700 will now become a part of the base salary, that it will no longer be a "recurring" (non-cumulative) salary payment received by these Association members, effective upon the execution of this Agreement when that \$700 is folded into the base salaries of these Association members.

2015. For example, a ten (10) month off-step employee making \$20,000 during the 2014-2015 school year would have a base salary of \$20,600 as of July 1, 2015.

3. Twelve (12) Month Off-Step Employees:

- a. Twelve (12) month off-step employees who are off-step as of July 1, 2013 will receive a \$600 increase to their base salaries effective July 1, 2013, an additional \$600 effective July 1, 2014 and an additional \$600 effective July 1, 2015. For example, a twelve (12) month off-step employee making \$20,000 during the 2012-2013 school year would have a base salary of \$20,600 as of July 1, 2013, a base salary of \$21,200 as of July 1, 2014, and a base salary of \$21,800 as of July 1, 2015.
  - i. In addition, each twelve (12) month employee who has been off-step since July 1, 2013 shall receive one additional vacation day during the 2013-14 and 2014-15 school years, and two additional vacation days during the 2015-16 school year. For example, if a twelve (12) month employee who has been off-step since July 1, 2013 currently receives 15 vacation days a year, he/she shall receive 16 vacation days per year during the 2013-14, 2014-15 school years and 17 vacation days during the 2015-16 school year.
- b. Twelve (12) month employees who were on-step as of July 1, 2013, but will be off-step as of July 1, 2014 will receive a \$600 increase to their base salaries effective July 1, 2014 and an additional \$600 increase effective July 1, 2015. For example, a twelve (12) month off-step employee making \$20,000 during the 2013-2014 school year would have a base salary of \$20,600 as of July 1, 2014 and a base salary of \$21,200 as of July 1, 2015.
  - i. In addition, such employees shall receive one additional vacation day during the 2014-15 and 2015-16 school years. For example, if a twelve (12) month off-step employee currently receives 15 vacation days a year, he/she shall receive 16 vacation days per year during the 2014-15 school year and 16 vacation days during the 2015-16 school year.

c. Twelve (12) month employees who were on-step as of July 1, 2014, but will be off-step as of July 1, 2015 will receive a \$600 increase to their base salaries effective July 1, 2015. For example, a twelve (12) month off-step employee making \$20,000 during the 2014-2015 school year would have a base salary of \$20,600 as of July 1, 2015.

i. In addition, such employees shall receive one additional vacation day during the 2015-16 school year. For example, if a twelve (12) month off-step employee currently receives 15 vacation days a year, he/she shall receive 16 vacation days during the 2015-16 school year.

d. The three provisions contained hereinabove (Subdivision "i" of paragraphs "a", "b" and "c", respectively) providing for additional vacation days for twelve (12) month off-step employees shall sunset, becoming null and void in all regards, effective close of business June 30, 2016, at which time vacation day entitlements shall be governed exclusively by the terms set forth in Article VI, Section A.

B. Longevity increments shall be payable in addition to an employee's base annual salary or annual income in the sums and after the years of service in the District as follows:

Effective July 1, 2012:

After 12 years - \$600;  
After 15 years - \$850;  
After 18 years - \$1,100;  
After 21 years - \$1,350; and  
After 26 years - \$1,600.

Effective July 1, 2014:

After 12 years - \$700;  
After 15 years - \$950;  
After 18 years - \$1,200;  
After 21 years - \$1,450; and  
After 26 years - \$1,700.

Once eligible, longevity service increments shall be paid every year and shall be non-cumulative.

Once eligible, longevity payments shall become a permanent part of base annual salary.

C. No new employee in the unit shall be hired at a rate of pay higher than that of a unit employee in the same position where experience is equivalent.

D. How Step Movement Will Occur

Whenever the Agreement provides for salary schedules, employees who are hired prior to December 1<sup>st</sup> of the preceding school year shall advance a step and those hired later will not. All other employees who were paid for at least one-half of the days of the preceding school year shall advance a step if eligible to do so and any employee on an unpaid leave of absence for more than one-half of the work days of the school year shall not advance a step the next school year.

E. Twenty-Six (26) Pay Period Salary Payment Option for Ten (10) Month Employees

Effective July 1, 2014, ten (10) month employees shall have the option of participating in a twenty-six (26) pay period salary payment plan. Ten (10) month employees choosing this option will receive 5/26<sup>th</sup> of their annual salaries during the final pay period in June. A CSEA 10 month employee who chooses to participate in the 26 pay option must notify the Business Office of his/her election by July 1st. Once the number of pays is elected, it cannot be changed until the following school year.

Section 2: Premium Pay

A. Overtime Pay

1. Time and one-half the employee's regular hourly rate of pay shall be paid for all hours worked:

- (a) beyond forty (40) hours per week;
- (b) on all holidays (except Christmas, New Year's Day, and Thanksgiving Day) in addition to the holiday pay.

2. Double time the employee's regular hourly rate of pay shall be paid for all hours worked:

- (a) on Christmas, New Year's Day & Thanksgiving Day in addition to the holiday pay.
- (b) on Easter Sunday.

B. Emergency Call

Any employee may be called into work before or after his/her normally scheduled day in which event s/he shall be guaranteed a minimum of two (2) hours pay at the applicable overtime rate, except that a call-in for snow or weather related reasons shall be for a minimum of three (3) hours. If an employee is on vacation, holiday or personal leave, call-in work may be declined unless emergency circumstances exist requiring that employee's skills.

C. Uniforms

1. Custodial/Maintenance and Bus Drivers:

(a) All custodial/maintenance employees and bus drivers are required to wear uniforms. Effective July 1, 2011, or upon hire if subsequent to that date, the District shall provide custodial/maintenance employees and bus drivers with seven (7) shirts (choice of long or short sleeve, or combination), five (5) pairs of pants. In addition, the District shall provide each employee who works outdoors with one (1) jacket and one (1) pair of work gloves. Effective July 1, 2012, upon request, custodial/maintenance employees and bus drivers shall annually receive up to an additional three (3) shirts, three (3) pairs of pants and one (1) pair of work gloves. Jackets shall be replaced on an as-needed basis after being surrendered to the Business Administrator (or his/her designee), but in no event more often than once every two (2) years. The employee will be responsible for maintaining all articles of clothing, and articles of clothing will become the property of the employee.

(b). The District agrees to reimburse custodial/maintenance employees up to \$125.00 per annum for one (1) pair of OSHA-approved shoes, upon presentation of a receipt verifying the purchase of such OSHA-approved shoes.

2. Cafeteria Employees: Effective July 1, 2007, the District will reimburse an employee up to \$125.00 for the purchase of uniforms. All employees shall wear their uniforms when on duty. Such uniforms once worn, shall become the property of the employee.

3. Registered Nurses: Effective July 1, 2007, The District will pay each registered nurse \$125.00 per year for the purchase and/or maintenance of lab coats or scrubs. Registered nurses will be required to wear either a lab coat or scrubs.

D. Meal Allowance

A six dollar (\$6.00) meal allowance shall be paid to any employee(s) involved with transportation for the District when such travel occurs outside the District between the hours of 11:30 A.M. and 1:45 P.M.

E. Use of Vehicles

The District may request that an employee use his vehicle for work related purposes. Such request may be denied without penalty, except with respect to those employees who are required to use their vehicles in performing their normal job functions (re: cook managers). Unit members who are asked to use their vehicles for work related purposes, will be compensated for mileage at the current IRS rate.

ARTICLE V  
HOLIDAYS WITH PAY

A. All twelve-month employees shall be entitled to the following paid holidays that fall within their scheduled year of employment:

Independence Day	Day Before New Year's Day
Labor Day	New Year's Day
Columbus Day	Martin Luther King's Birthday
Thanksgiving Day	(effective July 1, 1986)
Day After Thanksgiving Day	President's Day
Christmas Eve Day	Memorial Day
Christmas Day	

Veterans Day and Good Friday shall be deemed as paid holidays for unit members, unless students are in school for such days due to emergencies or because snow days have been exhausted.

B. All ten-month employees shall be entitled to the following paid holidays:

Thanksgiving Day	Christmas Day
New Year's Day	President's Day
Good Friday	Martin Luther King's Birthday
Memorial Day	

C. Should any holiday fall on a Saturday, Sunday or whenever work is scheduled on a holiday, a compensatory day in lieu thereof shall be granted.



ARTICLE VI  
VACATION WITH PAY

A. Twelve month employees will be granted paid vacations as follows:

Zero (0) to one (1) year:	1/12th of ten days per month
One (1) to four (4) years:	Ten (10) days vacation
Five (5) to fourteen (14) year:	Fifteen (15) days vacation
Fifteen (15) years and over:	Twenty (20) days vacation.

During the first year of employment, vacation time shall be accrued at the rate of one twelfth of ten days per month. Vacation days shall be taken during the school year after which they have accrued.

B. All preferences for vacation time must be submitted to the District by May 15th, whereupon preferences shall be entertained based upon seniority in job classification. Requests for vacation shall be returned to the employee by June 30th as long as the employee submits the request by May 15th. The District may deny vacation time in excess of two (2) weeks during the summer months to employees in the bargaining unit. Other than summer months, vacations may be arranged to the mutual benefit of the District and the unit member with final discretion on the time by the Superintendent of Schools. This provision shall not be subject to arbitration pursuant to this Collective Bargaining Agreement.

ARTICLE VII  
LEAVES

Section 1: Sick Leave

A. All twelve (12) month employees hired before July 1, 1995 shall be entitled to paid sick leave at the rate of one and one-half (1-1/2) days per month, to a total of eighteen (18) days per year, cumulative to one hundred eighty-five (185) days. All twelve (12) month employees hired on or after July 1, 1995, shall be entitled to paid sick leave at the rate of one and one-quarter (1-1/4) days per month, to a total of fifteen (15) days per year, cumulative to one hundred eighty-five (185) days.

B. All ten (10) month employees shall be entitled to paid sick leave earned at the rate of one (1) day per month to a total of ten (10) days per year, cumulative to one hundred and seventy days (170).

C. Up to five (5) days of the individual sick leave allotment or accumulation may be used for illness in the family. This benefit may be used for the illness of a husband, wife, parent, son, daughter or any other relative or person residing in the household of the employee for twelve (12) consecutive months or more.

D. A doctor's note may be required by the District for absences of three (3) or more days at the discretion of the Superintendent of Schools. A doctor's note may be required by the District if a pattern of absences develops and/or potential misuse/abuse is suspected.

E. The District shall implement the Section 41j Retirement and Social Security Law plan regarding accumulated sick leave upon ratification of the 2006-2010 Agreement.

#### Section 2: Personal Leave

Employees will be permitted three (3) days personal leave. Personal leave will be granted without loss of pay upon the approval of the immediate supervisor by giving at least three (3) work days' prior notice. Reasons for personal leave need not be given; provided, however, that the use of personal leave is limited to reasons beyond the control of the individual employee for matters that may not be attended to after the regular hours of work. Personal leave days may not be used to extend a holiday, recess or vacation period.

Notwithstanding the above, exceptions to those limitations defined in the prior paragraph and/or emergency personal leave days may be granted for a compelling reason given in writing to the Superintendent or his/her designee for approval or disapproval. Such decision shall not be grievable.

Unused personal leave days shall be rolled over into accumulated sick leave.

#### Section 3: Bereavement Leave

A. In the event of a death in the immediate family of an employee, the employee shall be entitled to up to three (3) consecutive work days absence without loss of pay for said death, not chargeable to any other leave. In the event of a death of an aunt or uncle of an employee, the employee shall be entitled to one work day absence without loss of pay for said

death, not chargeable to any other leave. If additional leave is needed, it may be granted at the discretion of the Administration. The Administration shall be fair and consistent in these decisions.

B. Immediate family shall be defined to mean husband, wife, son, daughter, mother, father, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparents, grand-children, step children, step parents and any other relative or person residing in the household of the employee for twelve (12) consecutive months or more.

#### Section 4: Jury Duty Leave

Employees will be granted leave for jury duty at full pay. If the employee is "on-call" for jury duty, he or she shall report to work.

#### Section 5: Child Care Leave

A unit member may request and shall be granted leave without pay for child-rearing purposes for a period not to exceed two (2) years, except such leaves may be for a period exceeding two (2) years where the Superintendent and the Unit member mutually agree that the return date should coincide with the beginning of an academic semester.

Unit members requesting leave shall give reasonable notice (i.e.: ninety [90] days) to the school district prior to commencement of such leave. The notice shall include commencement and termination of leave dates.

Child-rearing leave shall apply equally for adoption of a child less than five (5) years of age.

#### Section 6. Sick Leave Bank

Employees electing to participate in the bank of this unit shall submit to the Board a written waiver of two (2) days of accumulated sick leave each time the bank is established or renewed. All employees of the unit shall be eligible to contribute sick leave days, but employees not electing to waive two (2) days shall not be eligible to receive time from the sick bank. It shall be an additional prerequisite that before any unit employee is eligible to donate time to the sick bank, he or she must have accumulated ten (10) sick leave days. The employee seeking days from the sick bank shall not be eligible to receive days if he/she is receiving other monies in conjunction with this benefit (e.g., unemployment compensation, workers' compensation, disability insurance, etc.). The bank shall be administered by a committee of two (2)

representatives appointed by the Board and two (2) representatives appointed by the CSEA, who shall act upon withdrawals. Withdrawals from the sick bank shall be limited to employees who are out of work resulting from catastrophic or disabling illness or accidents and who have exhausted their sick leave. The decisions of the above committee shall be final and binding upon the employees, the Board and CSEA with respect to the administration of the sick leave bank, however, no employee may receive more than twenty (20) days from the sick leave bank per year.

Employees who elect not to join the bank at its inception shall not be eligible to join until it is renewed, except as described below.

Only when all days are expended, will the sick leave bank be replenished by members donating two of their already accumulated ten sick days. Employees who elect not to join the bank at its inception shall have the opportunity to join in October of each new school year. A letter will be sent from the Superintendent's office with an accounting of the sick leave bank and a form to be filled out to join, if eligible.

This provision shall not be subject to final or binding arbitration.

## ARTICLE VIII INSURANCE

### Section 1: Health Insurance

Effective July 1, 2013, employees participating in either the DEHIC Alternative PPO Plan or the MVP HMO who earn under \$20,000 shall contribute towards individual or family health insurance premiums at the rate 9.5% of the health insurance premium costs; employees earning between \$20,000 and \$29,999 shall contribute 10.5% of the individual or family health insurance premium costs; employees earning \$30,000 or more shall contribute 11.5% of the individual or family health insurance premium costs.

Effective July 1, 2014, employees participating in either the DEHIC Alternative PPO Plan or the MVP HMO who earn under \$20,000 shall contribute towards individual or family health insurance premiums at the rate of 10% of the health insurance premium costs; employees earning between \$20,000 and \$29,999 shall contribute 11% of the individual or family health insurance

premium costs; employees earning \$30,000 or more shall contribute 12% of the individual or family health insurance premium costs.

Effective July 1, 2015, employees participating in either the DEHIC Alternative PPO Plan or the MVP HMO who earn under \$20,000 shall contribute towards individual or family health insurance premiums at the rate of 10.5% of the health insurance premium costs; employees earning between \$20,000 and \$29,999 shall contribute 11.5% of the individual or family health insurance premium costs; employees earning \$30,000 or more shall contribute 12.5% of the individual or family health insurance premium costs.

Notwithstanding the above, the dollar amount of the District's contributions to the cost of the MVP HMO premiums shall not exceed the dollar amount of its contributions to the cost of the DEHIC Alternative PPO premiums. Further, the Association gives consent to the District to change the deductible and co-pay features of the MVP HMO to reduce its premium costs to a cost that is proximate to the premium costs of the DEHIC Alternative PPO following consultation with Union leadership. The District will solicit its other collective bargaining unit representatives to consent to such changes in the MVP HMO.

The parties agree that the District may change health insurance carriers in order to obtain at least equivalent coverage at a lesser cost without a requirement to further negotiate the matter provided that the Association is given at least 90 days notice of an intent to change and the opportunity to contest via expedited arbitration a proposed change where the issue of equivalence is questioned. Such grievance shall be commenced at the Arbitration step of this Agreement. In determining the equivalency of an alternative health insurance plan, the list of participating providers shall not be a factor considered.

The District shall provide a Flexible Benefits Spending Plan in accordance with the provisions of Section 125 of the Internal Revenue Code, to include employees' contributions to their health insurance premiums (Premium Only Plan), and all expenses chargeable to a Flexible Spending Account (FSA).

#### Section 2. Dental Insurance.

The District shall contribute the full cost of the "Sunrise" C.S.E.A. Employee Benefit Fund Dental Plan for full-time bargaining unit members.

### Section 3: Optical

At such time as the District shall establish an optical insurance program, the benefits of such program shall be subject to negotiations between the parties hereto upon the demand of the Association.

### Section 4: Workers' Compensation Insurance

A. Employees covered herein who are injured in the course of their employment and thus entitled to Workers' Compensation payments shall be compensated in the following manner:

1. Any payments received as Workers' Compensation benefits for absence for which the employee receives full sick leave pay will be returned to the District so long as the employee receives full salary. Upon receipt of the workers' compensation advanced salary payment reimbursement, the employer shall reinstate sick leave days on a pro-rata basis (utilizing the ratio between the per diem reimbursement and the per-diem rate of pay at the time of the use of the sick leave days).

2. The employee shall be entitled to retain any Workers' Compensation benefits for any period for which sick leave pay is not paid or payable.

### Section 5. Health Insurance Buy-Out

On or before June 1st of each school year, existing unit members shall inform the business administrator of their decisions to opt out of the District's health insurance plan effective July 1st. In return for opting-out, the unit member shall receive the following lump sum payment, in a separate check, on or before October 15th, from the District:

Effective July 1, 2004

- \$ 1,050.00, if one to six unit members opt-out;
- \$ 1,200.00, if seven to nine unit members opt-out; and
- \$ 1,350.00, if ten or more unit members opt-out.

To be entitled to the payment referenced above, the unit member must produce proof of health insurance coverage from another source at the time of application.

Re-entry shall be governed by the rules of the health insurance plan(s) provided for in this agreement. Re-entry shall be conditioned upon the unit member repaying on a pro-rated basis 1/12th of the annual buy-out amount for each month remaining in the school year in question.

Section 6. Retiree Health Insurance

Effective September 1, 1995, the Board shall contribute 85% of the monthly health insurance premium cost for unit members who retire from the District for the purpose of receiving pension benefits from the New York State Employees' Retirement System or the New York State Teachers' Retirement System. This provision is intended to apply to both current and future retirees. To be eligible for District funding of retiree health insurance benefits, the employee must have been employed in the school district for at least ten (10) years.

**ARTICLE IX**  
**RETIREMENT**

The District shall participate in the New York State Employees Retirement System. Effective upon ratification, the retirement plan for those employees in Tiers I and II of the Employee Retirement System shall be changed from Section 75-c to Section 75i.

**ARTICLE X**  
**ADMINISTRATIVE AND EMPLOYEE RIGHTS**

Section 1: Administrative Rights

A. Rights of Representation

The District recognizes the right of the employee to designate local representatives, Union and/or Association representatives to appear on their behalf to adjust salaries, working conditions, grievances and disputes to the extent that the same does not interfere with an employee in the performance of his/her job, to visit employees during working hours.

B. Bulletin Boards

The Association shall have the right to post notices and other communications on bulletin boards designated by the District and maintained on the premises and facilities of the District.

C. Inter-school Communications

The Association shall have the right of use of inter-school communication facilities.

D. School Duplicating Facilities

The Association president or his designee shall be allowed the use of duplicating facilities for local union business provided that the Association reimburses the District for material expenses.

E. Employer's Records

The District will make available, upon reasonable notice, to the President of the Association such information from the District's record that is not classified by law or privileged.

F. Board Minutes

The District will provide the president of the Association upon request, one (1) copy of the minutes of the Board of Education meetings.

G. Union Meetings

The Association shall have the right to schedule meetings without cost after school hours in any school building with the approval of the building principal.

H. Attendance at Union Meetings

To allow for union meeting attendance by night shift personnel so long as at least one person covers the building and they return and complete their job duties.

I. Copies of Contract

Upon ratification of the agreement by the Board of Education and the Association, the District will reproduce and distribute copies to all employees and supply a copy to new employees.

J. Union Delegate Leave

Up to three (3) days in the aggregate shall be allowed for union delegate leave for the president and his/her designee



Section 2: Employee Rights

A. Seniority

Seniority shall be measured from the first day of employment. A voluntary quit shall constitute a break in service and a loss of all seniority rights.

B. Job Opportunities

All job openings in the bargaining unit, including lateral openings, shall be posted in all buildings at least five (5) working days before filling said position(s), so incumbent employees may apply for same.

C. Lay-offs and Recalls

Lay-offs in the non-competitive and labor class shall be by inverse order of seniority in the job title. Full-time unit members who are displaced may bump part-time employees in the same job title or less senior employees in a lower job title in their layoff grouping, if any. The following grouping shall apply for the purposes of layoffs and recalls, except as otherwise specifically provided below:

<u>Group I</u> Maintenance Workers Maintenance Helpers Custodial Worker	<u>Group II</u> Bus Driver Courier	<u>Group III</u> Cook Food Service Helpers
<u>Group IV</u> Registered Nurses	<u>Group V</u> Teacher Aides School Monitors	<u>Group VI</u> District designated 1:1 aide(s)

Unit members who have been laid-off shall be subject to recall in seniority order within the lay-off groupings to a position for which they had bumping rights during the lay-off process. In the case of District designated 1:1 Aides, for the purposes of bumping and recall rights they shall be considered teacher aides within Group V. There shall be no bumping rights within Group VI. Recall rights shall exist for a period of two years from the date of the lay-off.

D. Personnel Files

There shall be maintained one personnel file for each employee, centrally located. Any employee may at reasonable times, request to review his/her personnel file, make copies of its contents and to place therein pertinent materials. Confidential material such as references

secured before hire shall not be made available to the employee. Requests for review or copies of any portion of an employee's personnel file must be made through the Business Administrator.

E. Restrictive Duties

1. Staff Rooms: It is recognized that the responsibility for the care and cleaning of the staff rooms is assumed by the custodial staff; however, said duty shall not entail the care, cleaning and picking up of teachers' belongings or articles of personal use.

2. Non-secretarial duties: Secretaries shall not substitute as teachers.

3. Substitute Teaching: Teaching assistants and teacher aides who are required to act as a substitute teacher for an entire day will receive a stipend of \$35.00 over and above their daily wage for days 1-20 and the stipend shall be \$45.00 for days 21 and beyond when performing such services.

F. Out-of-Title Pay

In the event an employee is required to perform the majority of the work of a higher job classification for an entire day at the request of the employee's supervisor, such employee shall be paid at an hourly rate of \$1 greater than the employee's regular salary. Out of title pay will increase to \$1.50 per hour, effective July 1, 2004.

**ARTICLE XI**  
**GRIEVANCE PROCEDURE**

Grievance Defined

The term "grievance" is defined to mean any claimed violation, misinterpretation or inequitable application of the terms of this Agreement. A grievance must be initiated within twenty (20) school days of the occurrence of the event giving rise thereto.

Grievant Defined

A "grievant" or "aggrieved" may be an individual, a group of employees or the Association.

### Grievance Committee

The "grievance committee" shall be a committee of three (3) appointed by the President of the Association from among Association members to act with, or for, an aggrieved party. The committee may at all stages of the grievance procedure have an Association representative present.

### PROCEDURE

#### Step One

The aggrieved party and/or the committee, shall discuss the grievance with his immediate supervisor with the object of resolving the matter informally. If the grievance is not resolved in this informal discussion, it shall be reduced to writing and presented to the supervisor within five (5) working days of the assertion of the grievance.

Within five (5) working days after the written grievance is presented to the immediate supervisor, he/she shall render a written decision thereon and present it to the aggrieved party and the committee.

#### Step Two

If the aggrieved party and/or committee is not satisfied with the written decision at the conclusion of Step One, the committee, within five (5) working days, may file a written appeal of the decision with the Superintendent of Schools or his/her duly appointed representative. Attached to this appeal shall be copies of the written grievance filed at Step One and the supervisor's written decision thereon. Any grievance that is not presented within thirty (30) calendar days of when the employee knew or should have known that a grievance has occurred, shall be deemed waived and abandoned.

Within five (5) working days after receipt of such an appeal, the Superintendent of Schools, or his/her duly appointed representative, shall hold a hearing on the grievance with the aggrieved party and the committee and any other party at interest.

The Superintendent of Schools or his/her duly appointed representative shall render a decision in writing, to the aggrieved party and the committee, within five (5) working days after the conclusion of the hearing.

### Step Three

If the aggrieved party and/or the committee, is not satisfied with the written decision at the conclusion of Step Two, the committee may, within five (5) working days, file a written appeal with the Board of Education. Attached to this appeal shall be copies of all of the written records of Steps One and Two.

Within ten (10) working days after receipt of such an appeal, the Board of Education, or a subcommittee thereof, shall hold a hearing on the grievance with the aggrieved party and the committee and any other party at interest.

The Board of Education, or the subcommittee thereof, shall render a decision in writing to the aggrieved party and the committee, within ten (10) working days after the conclusion of the hearing.

### Arbitration Step

If the aggrieved party and/or the committee, is not satisfied with the written decision at the conclusion of Step Three, the committee, may within fifteen (15) working days refer the grievance to arbitration. Within ten (10) days after the referral of such matter to arbitration, the Association and the District will then select, on a rotating basis to the extent practicable, one of the following arbitrators:

1. Ira Lobel
2. Robert Douglas
3. Carol Wittenberg
4. Marlene Gold
5. Sheila Cole

The decision of the arbitrator shall be final and binding on both parties, and the cost of the arbitrator shall be borne equally by the parties.

### Disciplinary Arbitration

In lieu of Section 75 Civil Service Law proceedings, those bargaining unit members who have rights to hearings pursuant to Section 75 of the Civil Service Law hereby collectively waive the right to such hearing and in lieu thereof, shall be entitled to disciplinary arbitration to be held before one of the above-mentioned contractual arbitrators who shall be selected on a rotating

basis as indicated at the arbitration step of the grievance procedure. Apart from having a disciplinary arbitrator serve in lieu of a hearing officer under Section 75 of the Civil Service Law, all of the other procedural attributes of Section 75 of the Civil Service Law shall be applicable to disciplinary arbitration. The decision of the disciplinary arbitrator shall be final and binding upon both parties.

**ARTICLE XII**  
**EMPLOYEE HEALTH CONCERNS**

A. On a scheduled date before the first day of the 1988-89 school year, and thereafter at the time of the annual physical examination, with a minimum of thirty (30) days notice being given, transportation department employees will be tested for drug and alcohol abuse. New transportation employees will be tested at the time of initial employment.

B. If abuse is verified via a two-test process, the employee will be placed on administrative leave without pay from work and granted a leave of absence of up to two (2) months time for which accumulated leave credits may be used, for the purpose of rehabilitative efforts.

C. The District agrees to use reputable laboratory facilities selected following input from the Association and to preserve the chain of evidence in the testing process.

D. Upon successful completion of the rehabilitative efforts, the employee shall be returned to his or her position, but will be subject to testing as follows: upon completion of said rehabilitative efforts and at the District's option, after one (1) month, three (3) months and six (6) months.

E. The employee's personnel file will indicate the fact that drug or alcohol abuse was found and the rehabilitative efforts taken. Such reference shall be removed from the personnel file three (3) years after the first positive tests are received and if no further positive tests occur in the intervening period.

F. This provision shall apply only with respect to transportation department employees. The District reserves its rights, in accordance with law, to supervise other employees with respect to drug and alcohol matters. In the event that the law allows for the random testing

of school transportation department employees, notwithstanding any reference above to the contrary, the District shall be allowed to conduct such random testing.

G. All testing procedures shall be held in confidence and not revealed to other than the employee, his/her supervisor, the Superintendent of Schools or designee and the Board of Education. The Association President shall also be notified upon the written request of the employee.

### ARTICLE XIII CONFORMITY WITH LAW

#### Section 1: Labor Management Committee

A labor management committee shall be established composed of representatives of the District and Association. Said committee will meet at the request of either party within five (5) days of said request to discuss problems of mutual concern.

#### Section 2: Savings Clause

If any article or part thereof of this agreement or any addition thereto should be decided as 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 the agreement or additions thereto shall not be affected.

If a determination or decision is made as hereinabove provided, then the parties to this agreement shall convene immediately for the purpose of negotiating a satisfactory replacement for such article or part thereof.

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


**ARTICLE XIV**

**TERM**


This Agreement shall become effective as of July 1, 2013 and continue in effect through June 30, 2016. The Association agrees that all negotiable items have been discussed during the negotiations leading to this agreement, and agrees that negotiations will not be reopened on any item, whether contained in this agreement or not, during the life of this Agreement.

IN WITNESS WHEREOF, this agreement has been signed by the duly authorized officers of the respective parties.

**BOARD OF EDUCATION  
MILLBROOK CENTRAL SCHOOL  
DISTRICT**

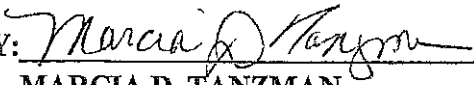
BY:   
PHILIP D. DIANGELO, JR.  
SUPERINTENDENT OF SCHOOLS

Date: 2/10/14

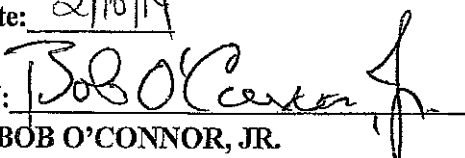
BY:   
JULIE M. SHAW, ESQ.  
ATTORNEY FOR THE DISTRICT

Date: 2/7/14

**THE CIVIL SERVICE EMPLOYEES  
ASSOCIATION, INC., LOCAL 1000,  
AFSCME, AFL-CIO, MILLBROOK  
CENTRAL SCHOOL DISTRICT  
UNIT #6671, OF THE DUTCHESS  
COUNTY LOCAL #867**

BY:   
MARCIA D. TANZMAN  
ASSOCIATION PRESIDENT

Date: 2/10/14

BY:   
BOB O'CONNOR, JR.  
LABOR RELATIONS SPECIALIST

Date: 2/7/14

APPENDIX A  
Salary Schedules: July 1, 2013 – June 30, 2016

**Nurse's Salary Schedule**

Step 1	33,168.56
Step 2	34,163.62
Step 3	35,188.53
Step 4	36,244.18
Step 5	37,331.51
Step 6	38,451.45
Step 7	39,605.00
Step 8	40,793.15
Step 9	42,016.94
Step 10	43,277.45

**Maintenance Worker**

Step 1	31,850.61
Step 2	32,806.12
Step 3	33,790.31
Step 4	34,804.02
Step 5	35,848.14
Step 6	36,923.58
Step 7	38,031.29
Step 8	39,172.23
Step 9	40,347.39
Step 10	41,557.82

**Custodial Worker**

Step 1	26,359.12
Step 2	27,149.90
Step 3	27,964.39
Step 4	28,803.32
Step 5	29,667.42
Step 6	30,557.45
Step 7	31,474.17
Step 8	32,418.39
Step 9	33,390.95
Step 10	34,392.67

**Teacher Aide**

Step 1	12.96
Step 2	13.35
Step 3	13.75
Step 4	14.16
Step 5	14.59
Step 6	15.02
Step 7	15.47
Step 8	15.94
Step 9	16.42
Step 10	16.91

**Maintenance Helper**

Step 1	28,555.71
Step 2	29,412.39
Step 3	30,294.76
Step 4	31,203.60
Step 5	32,139.71
Step 6	33,103.90
Step 7	34,097.02
Step 8	35,119.93
Step 9	36,173.53
Step 10	37,258.73

**Teaching Assistant**

Step 1	21,965.93
Step 2	22,624.91
Step 3	23,303.66
Step 4	24,002.77
Step 5	24,722.85
Step 6	25,464.54
Step 7	26,228.47
Step 8	27,015.33
Step 9	27,825.79
Step 10	28,660.56



APPENDIX A (Cont'd)  
Salary Schedules: July 1, 2013 – June 30, 2016

**Senior Food Service Worker**

Step 1	16,749.03
Step 2	17,251.50
Step 3	17,769.04
Step 4	18,302.11
Step 5	18,851.18
Step 6	19,416.71
Step 7	19,999.21
Step 8	20,599.19
Step 9	21,217.16
Step 10	21,853.68

**Cook**

Step 1	22,405.25
Step 2	23,077.41
Step 3	23,769.73
Step 4	24,482.83
Step 5	25,217.31
Step 6	25,973.83
Step 7	26,753.04
Step 8	27,555.64
Step 9	28,382.30
Step 10	29,233.77

**Library Clerk**

Step 1	22,515.08
Step 2	23,190.54
Step 3	23,886.25
Step 4	24,602.84
Step 5	25,340.92
Step 6	26,101.15
Step 7	26,884.19
Step 8	27,690.71
Step 9	28,521.43
Step 10	29,377.08

**Senior Typist**

Step 1	27,457.42
Step 2	28,281.14
Step 3	29,129.57
Step 4	30,003.46
Step 5	30,903.57
Step 6	31,830.67
Step 7	32,785.59
Step 8	33,769.16
Step 9	34,782.24
Step 10	35,825.70

**Attendance Clerk**

Step 1	20,757.81
Step 2	21,380.54
Step 3	22,021.96
Step 4	22,682.62
Step 5	23,363.10
Step 6	24,063.99
Step 7	24,785.91
Step 8	25,529.49
Step 9	26,295.37
Step 10	27,084.23

**Stenographer**

Step 1	32,289.92
Step 2	33,258.62
Step 3	34,256.38
Step 4	35,284.07
Step 5	36,342.59
Step 6	37,432.87
Step 7	38,555.86
Step 8	39,712.53
Step 9	40,903.91
Step 10	42,131.03

APPENDIX A (Cont'd)  
Salary Schedules: July 1, 2013 – June 30, 2016

Courier

Step 1	26,359.12
Step 2	27,149.90
Step 3	27,964.39
Step 4	28,803.32
Step 5	29,667.42
Step 6	30,557.45
Step 7	31,474.17
Step 8	32,418.39
Step 9	33,390.95
Step 10	34,392.67

Senior Account Clerk Typist

Step 1	33,827.54
Step 2	34,842.37
Step 3	35,887.64
Step 4	36,964.27
Step 5	38,073.19
Step 6	39,215.39
Step 7	40,391.85
Step 8	41,603.61
Step 9	42,851.71
Step 10	44,137.27

Typist/ Monitor

Step 1	17,353.09
Step 2	17,873.68
Step 3	18,409.89
Step 4	18,962.19
Step 5	19,531.05
Step 6	20,116.99
Step 7	20,720.49
Step 8	21,342.11
Step 9	21,982.37
Step 10	22,641.84

Typist (12 Month)

Step 1	25,250.00
Step 2	26,007.50
Step 3	26,787.73
Step 4	27,591.36
Step 5	28,419.10
Step 6	29,271.67
Step 7	30,149.82
Step 8	31,054.32
Step 9	31,985.94
Step 10	32,945.52

**- SUPPLEMENTAL MEMORANDUM OF AGREEMENT**

**BY AND BETWEEN** the Superintendent of Schools and Board of Education of the Millbrook Central School District, hereinafter referred to as "the District" and the Civil Service Employees Association, Inc., Local 1000, AFSCME, AFL-CIO, Millbrook Central School Unit #6671 of the Dutchess County Educational Local #867, hereinafter referred to as "the Association";

**WHEREAS**, the District and the Association are parties to a Collectively Negotiated Agreement effective July 1, 2013 through June 30, 2016; and

**WHEREAS**, the District and the Association hereby agree to modify the Recognition Clause of the parties' 2013-16 Collectively Negotiated Agreement as follows effective January 1, 2015:

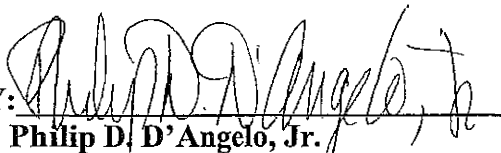
1. Article I – Recognition – Add "clerks" to the Recognition clause (at page 1).
2. Appendix "A" – Salary Schedule – The "Library Clerk" Salary Schedule contained within Appendix "A" of the parties' 2013-16 Agreement shall be modified effective January 1, 2015, such that the Salary Schedule shall be applicable to both clerks and library clerks (Appendix "A" at page 2).
3. All other provisions of the parties' 2013-16 Collectively Negotiated Agreement not expressly modified hereinabove shall remain in full force and effect.

The terms of this Supplemental Memorandum of Agreement shall be incorporated into the parties' successor Collectively Negotiated Agreement.

**SO AGREED**, this 13<sup>th</sup> day of January, 2015, subject to approval of the Board of Education.

**THE DISTRICT**

BY:

  
Philip D. D'Angelo, Jr.

Superintendent of Schools

**THE ASSOCIATION**

BY:

  
Marcia D. Tanzman

CSEA President

**SETTLEMENT AGREEMENT  
AND SUPPLEMENTAL MEMORANDUM OF AGREEMENT**

**BY AND BETWEEN THE SUPERINTENDENT OF SCHOOLS AND BOARD OF EDUCATION OF THE MILLBROOK CENTRAL SCHOOL DISTRICT**, hereinafter referred to as "the District" and **CSEA, INC., LOCAL 1000, AFSCME, AFL-CIO**, the Millbrook Central School Unit of the Dutchess County Local 867, Unit 6671, hereinafter referred to as "the Association";

WHEREAS, the parties agree it to be in their mutual interests to fully resolve a dispute concerning the receipt of off-schedule salary payments in the amount of \$700 for Association members who were no longer step-eligible during the term of their 2010-13 Collectively Negotiated Agreement and through the term of the 2013-16 Collectively Negotiated Agreement, without having to resort to litigation;

NOW, THEREFORE, in consideration of the Association's forbearance from filing a grievance concerning this matter, and in furtherance of fostering positive labor relations, the District and the Association agree as follows:

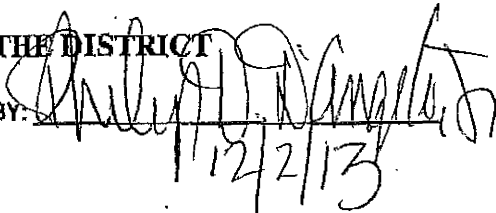
1. For Association members who were first no longer eligible for step advancement as of July 1, 2010, the \$700, non-cumulative, annual recurring salary payment that has been received by them since the 2010-11 school year shall become a part of all such Association members' base salaries, effective upon execution of this agreement.
  - a. It is understood by the parties hereto that since the \$700 will now become a part of the base salary, that it will no longer be a "recurring" (non-cumulative) salary payment received by these Association members, effective upon the execution of this Agreement when that \$700 is folded into the base salaries of these Association members. [Note: Base salary shall be comprised of their current base salary + \$700.]
  
2. Association members who first were no longer eligible for step advancement as of July 1, 2012 or July 1, 2013 (Cohort "A" and Cohort "B", respectively, as set forth in Appendix "A") will continue to receive a non-cumulative, recurring annual salary payment in the amount of \$700 effective July 1, 2014 and July 1, 2015 for the 2014-15 and 2015-16 school years, respectively. These payments shall sunset, becoming null and void in all regards, effective close of business on June 30, 2016, such that the \$700, non-cumulative, recurring salary payment shall cease in all regards, and no longer be a feature of the salaries of Association members in Cohort "A" and Cohort "B" as of July 1, 2016. [Note: this means that the salary of Association members in Cohorts "A" and "B" will no longer receive



R.L.O'C  
12/02/13

the additional \$700 effective July 1, 2016.]

- 3. Association members in Cohort "C" (see Appendix "A"), who will first be ineligible for step advancement as of July 1, 2014, shall receive a non-cumulative, recurring annual salary payment in the amount of \$350 effective July 1, 2014 and July 1, 2015 for the 2014-15 and 2015-16 school years. This payment shall sunset, becoming null and void in all regards, effective close of business on June 30, 2016, such that the \$350, non-cumulative, recurring salary payment shall cease in all regards, and no longer be a feature of the salaries of Association members in Cohort "C" as of July 1, 2016. [Note: this means that the salary of Association members in Cohort "C" will no longer receive the additional \$350 effective July 1, 2016.]
- 4. Association members in Cohort "D" (see Appendix "A"), who will first be ineligible for step advancement as of July 1, 2015, shall receive a non-cumulative, salary payment during the 2015-16 school year in the amount of \$350, effective July 1, 2015 for that school year only. This payment shall sunset, becoming null and void in all regards, effective close of business on June 30, 2016, such that the \$350 salary payment shall cease in all regards, and no longer be a feature of the salaries of Association members in Cohort "D" as of July 1, 2016. [Note: this means that the salary of Association members in Cohort "D" will no longer receive the additional \$350 effective July 1, 2016.]
- 5. This Agreement is made on a non-precedent setting basis, and shall constitute the full and final resolution of this matter. The \$700 payment referenced in Article IV, Section 1(A) shall not be received by any other Association member as he or she moves beyond step eligibility in subsequent years.
- 6. This Supplemental Memorandum of Agreement shall be kept separate and apart from the 2013-16 Collectively Negotiated Agreement and shall not be integrated therein, except for paragraph "1" above, which shall be maintained in a footnote under Article IV, Section 1(A).

SO AGREED, this 2<sup>nd</sup> day of December, 2013, subject to approval by the Board of Education.

THE DISTRICT  
 BY:   
 12/2/13

THE ASSOCIATION  
 BY:   
 2   
 12/02/13  
 12/2/13

## Appendix "A"

Cohort A (Association members who were no longer eligible for step advancement as of July 1, 2012):

1. Susan D'Angelo
2. Sandy D'Onofrio
3. Nancy Winchcombe

Cohort B (Association members who were no longer eligible for step advancement as of July 1, 2013):

1. Mike Lynch

Cohort C (Association members who will first be ineligible for step advancement as of July 1, 2014):

1. Ray Butler
2. Janet Monahan
3. Kelly Murphy
4. Julie Schlapfer

*Add*  
*Charlene Hartley*  
*PDR 9/4/14*

Cohort D (Association members who will first be ineligible for step advancement as of July 1, 2015):

1. Rich Mirabella
2. Debbie Pierantozzi
3. Earl Smith
4. Fred Straub
5. Karen Tremaine

## SUPPLEMENTAL MEMORANDUM OF AGREEMENT

BY AND BETWEEN THE SUPERINTENDENT OF SCHOOLS AND BOARD OF EDUCATION OF THE MILLBROOK CENTRAL SCHOOL DISTRICT, hereinafter referred to as "the District" and THE MILLBROOK CSEA, hereinafter referred to as "the Association";

WHEREBY, the parties stipulate and agree that the language listed below be inserted into the July, 1, 2013 – June 30, 2016 CSEA Contract, Article III – Work Day/Work Week, Section 6 – Snow Days (new) C:

If all schools in the district are closed at the discretion of the Superintendent due to weather and/or emergency conditions, twelve month employees, including: secretarial employees/typists, senior account clerk/typists, custodial workers, maintenance workers, and maintenance helpers (excluding snow removal crews), will not be charged for missed time.

SO AGREED, THIS 4<sup>th</sup> DAY OF OCTOBER 2013.

FOR THE DISTRICT:

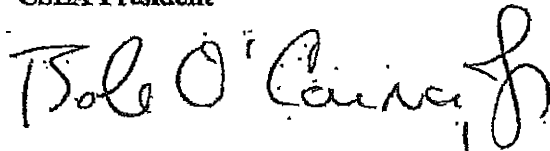
BY:

  
Philip D. D'Angelo, Jr.  
Superintendent of Schools

FOR THE ASSOCIATION:

BY:

  
Marcia Tanzman  
CSEA President



# MILLBROOK CENTRAL SCHOOL DISTRICT

## CSEA Emergency Closing Codes

### School Closed & Offices Closed

Code A	Shift Information
Snow Crew	Report as directed by the Head Maintenance Mechanic
Custodial Day Shift	Does not report
Custodial Evening Shift	Does not report

*\*CSEA Agreement Article III, Section 6, A applies*

Code B	Shift Information
Snow Crew	Report as directed by the Head Maintenance Mechanic
Custodial Day Shift	Report at 9 a.m.*
Custodial Evening Shift	Report at 9 a.m.*

*\*CSEA Agreement Article III, Section 6, A applies*

Code C	Shift Information
Snow Crew	Report as directed by the Head Maintenance Mechanic
Custodial Day Shift	Report at 11 a.m.*
Custodial Evening Shift	Report at 11 a.m.*

*\*CSEA Agreement Article III, Section 6, A applies*

### School Closed & Offices Open

Code D	Shift Information
Snow Crew	Report as directed by the Head Maintenance Mechanic
Custodial Day Shift	Report at regular time*
Custodial Evening Shift	Report at 11 a.m.*

*\*CSEA Agreement Article III, Section 6, A applies*

Code E	Shift Information
Snow Crew	Report as directed by the Head Maintenance Mechanic
Custodial Day Shift	Report at 11 a.m.*
Custodial Evening Shift	Report at 3 p.m.*

*\*CSEA Agreement Article III, Section 6, A applies*

### Delayed Opening – CSEA Agreement Article III, Section 7

If a delayed school opening is put into effect because of snow, icing or other emergency conditions, employees must report to work no later than one hour beyond the normal start time in the event of a one hour delayed opening, two hours beyond the normal start time in the event of a two hour delayed opening, or three hours beyond the normal start time in the event of a three hour delayed opening. Day shift custodians and maintenance workers can report one (1) hour late on a two (2) hour school delay and one and one-half (1 ½) hours late on a three (3) hour school delay with no loss in pay. If such employees do not report to work, their immediate supervisor must be called before the reporting time and informed of the circumstances for non-attendance.

### Early Closing – CSEA Agreement Article III, Section 8

If it is necessary to send the students home from school early for any emergency, all aides, monitors, assistants, cafeteria staff and library clerks shall be permitted to leave after all students are dismissed. All other non-custodial/maintenance unit members will be dismissed when the last student who attends the school in which they are assigned has been dropped off at home, or earlier at the discretion of the Superintendent of Schools. Custodial and maintenance unit members may be dismissed earlier than the end of their normal work day at the discretion of the Superintendent of Schools. The night shift will report at the regular time unless the Superintendent of Schools or his/her designee determines otherwise.