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

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BC 4501

**AGREEMENT**

By and between

**THE ARLINGTON CENTRAL SCHOOL DISTRICT**

And

**THE CIVIL SERVICE EMPLOYEES ASSOCIATION, INC.**

**Local 1000, AFSCME-AFL-CIO  
Arlington Central School District Unit  
Dutchess County Education Local**

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July 1, 2006 – June 30, 2010

NYS PUBLIC EMPLOYMENT  
RELATIONS BOARD

359

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1. **PARTIES** This agreement, entered into this 8th day of June, 2006, by and between the Arlington Central School District and The Civil Service Employees Association, Inc., Local 1000, AFSCME-AFL-CIO, Arlington Central School District, Dutchess County Educational Local 867, is made pursuant to Article 14 of the Civil Service Law (Taylor Act).

2. **UNIT** This agreement governs the wages, salaries, hours and terms and conditions of employment of all employees in the negotiating unit defined as The Civil Service Employees Association, Inc., Local 1000, AFSCME-AFLCIO, Arlington Central School District, Dutchess County Educational Local 867. All Maintenance and Transportation employees, including School and Bus Monitors, with the exception of the Transportation Supervisor, Assistant to Transportation Supervisor, Safety Coordinator/Driver Trainer, Supervisor of Buildings and Grounds, Assistant Supervisor of Buildings and Grounds, Supervisor of Plumbing and Heating, Building Maintenance Supervisor, Head Auto Mechanic, School Facilities Records Specialist, School Monitor Supervisor after negotiations between the parties and as more fully set forth herein.

3. **RECOGNITION** The Civil Service Employees Association, Inc., Local 1000, AFSCME-AFL-CIO, for the Arlington Central School District Unit, Dutchess County Educational Local 867, has been recognized as the exclusive bargaining agent for the negotiating unit defined above for the maximum period allowed by law.

Recognition has been granted contingent to the Union's affirmation that it does not assert the right to strike or to conduct any work stoppage or assist or participate in any strike or work stoppage upon its officers or members, against the District.

4. **DUES DEDUCTION** The District shall deduct from the wages of employees in the unit and remit to the Civil Service Employees Association, Inc., 143 Washington Avenue, Albany, New York 12210, or its approved agent, membership dues for those employees who present to the District signed authorizations permitting such payroll deductions. The District shall deduct from the wages of employees insurance premiums and P.E.O.P.L.E. contributions as may be authorized in writing by the employees and shall remit such premium deductions to the CSEA, INC., at the above address or its agent at the assigned address. Deductions authorizations shall remain in effect until cancelled in writing by the employee. Any changes in dues or premium deductions shall be given to the District Business Office 30 days prior to the effective date of such change.

Beginning July 1, 1985, the District shall deduct from the wage or salary of the employees of the bargaining unit who are not members of the Civil Service Employees Association, Inc., an agency shop fee in prorated monthly installments, or in such other manner as is agreeable to the District and the Civil Service Employees Association, Inc. The District shall make such deductions and transmit the amount so deducted, along with a listing of such employees, to the Civil Service Employees Association, Inc., 143 Washington Avenue, Albany, New York 12210.

## 5. SALARIES AND WAGES

A. The salaries and wages of the employees for the 2006/07, 2007/08, 2008/09 and 2009/10 school years shall be shown on the attached salary schedules in Appendix "A".

B. Each employee shall be paid their total yearly salary by June 30th of each school year. The first paycheck in the succeeding year shall be limited to and shall reflect on the number of days for which compensation is due in July.

1. Ten month and part-time unit members shall have the choice of receiving their total yearly salary over 21 or 26 payrolls, with the exception of hourly employees.

C. The payroll check stubs shall contain the retirement number of the employee. It shall also reflect the number of days deducted from sick leave.

D. The District shall determine the daily rate by dividing the annual salary by the number of days for which an employee is paid during the year, and an adjustment check shall be issued on the last working day of the school year, so that each employee shall be paid in full at the close of any given school year. Overtime shall be paid in full at the close of any given school year. Overtime shall be paid in the first available payroll check after it is earned, and overtime worked at the close of a school year shall be paid in the first regular paycheck of the following year.

1. Salary Conversion for Monitors:

School Monitors

Hourly Rate x 8 hours x 190 days

Bus Monitors

Hourly Rate x 5 hours x 190 days

Bus/School Monitors employed for 4 hours or less per day will continue to be paid as hourly employees.

2. Monitors pay shall be annualized based upon 190 paid days inclusive of holidays. Monitors shall work the school calendar up to 185 days. Any work required of the monitors which exceeds the maximum 185 days shall be paid at the appropriate hourly rate.

**E. LONGEVITY**

Longevity payments will be adjusted as follows:

Salary Schedule A,B,C,D,and E (12 months)

	06/07	07/08	08/09	09/10
10 Years	\$650	\$675	\$700	\$725
15 Years	\$1300	\$1350	\$1400	\$1450
20 Years	\$1950	\$2025	\$2100	\$2175

Salary Schedule F, I and K (10 months)

	06/07	07/08	08/09	09/10
10 Years	\$575	\$600	\$625	\$650
15 Years	\$1150	\$1200	\$1250	\$1300
20 Years	\$1725	\$1800	\$1875	\$1950

Salary Schedule G and J (part time)

	06/07	07/08	08/09	09/10
10 Years	\$525	\$550	\$575	\$600
15 Years	\$1050	\$1100	\$1150	\$1200
20 Years	\$1575	\$1650	\$1725	\$1800

**F. STIPENDS**

Upon the recommendation of the Director of Transportation and/or the Director of Facilities, those employees assigned specific supervisory responsibilities, including but not limited to the positions of Senior Auto Mechanic, Head Custodian and Head Groundsman, shall be eligible for a supervisory stipend. Said stipend shall be added to the employee's; annual salary in the following amounts:

- 2006-07: \$700 per year
- 2007-08: \$800 per year

2008-09: \$900 per year  
2009-10: \$1000 per year

#### **G. ATTENDANCE IMPROVEMENT PROGRAM**

Unit members shall be eligible for an annual attendance improvement payment of \$300 for four (4) or less absences for sick leave to be paid on the first payroll after September 15<sup>th</sup> each year. A maximum of five days absence per year related to a worker's compensation injury will not preclude an employee from participating in the attendance improvement program.

#### **H. ANNUAL PHYSICALS**

Part Time Drivers will be paid for one (1) hour of straight time for the required annual physical examination by the school physician.

### **6. INCREMENTS**

Annual increments will be adjusted in July. Newly hired staff members will receive a step adjustment in July provided they were hired prior to January 1 in the initial year. In all cases, increments will be given for satisfactory performance in the job as recommended by the immediate supervisor. The denial of an increment may be moved to arbitration where it has been unreasonably withheld.

### **7. HOURS OF WORK**

**A.** All maintenance and transportation employees will work a forty (40) hour work week. Working hours may exceed eight (8) hours per day, but will not exceed forty (40) hours per week. Employees who work at night will work thirty-five (35) hours per week.

**B.** On those days when school is not in session, and employee members of the unit are working, the lunch period shall be of one-half hour in duration and the employees normal work shift will end one-half hour earlier.

**C.** A part-time driver shall be defined as one who works twenty-five (25) hours a week and is available for work from September 1, to and including the last day school is in session.

**D.** All part-time drivers shall work 185 days per year, and part-time drivers who work in excess of 185 days per year shall be paid the daily rate for each extra day worked.

**E.** The lunch period shall be one (1) hour. Lunch shall ordinarily be a continuous period except when administratively determined otherwise, when it shall consist of two (2) one-half hour periods. Employees shall be given twenty-four (24) hours notice of a change in the lunch period.

#### **F. School Monitors**

School monitors standard day shall be 7 ½ hours per day, exclusive of a half hour lunch break. Monitors working less than 7 ½ hours will be prorated.

#### **G. Bus Monitors**

The standard day for a part-time bus monitor shall be 5 hours per day.

#### **H. School and Bus Monitors**

Monitors pay shall be annualized based upon 190 paid days inclusive of Holidays. Monitors shall work the school calendar up to 185 days. Any work required of the monitors which exceeds the maximum 185 days shall be paid at the appropriate hourly rate.

I. School Monitors will not be required to report for work on Superintendent's Conference Days with exception of the conference day immediately preceding the opening day of school.

## 8. OVERTIME

A. All overtime will be paid at the rate of time and one-half (1 ½) of the employee's hourly rate. For the purpose of computing overtime pay, approved paid leaves shall be construed as time worked. Employees working on a holiday shall receive time and one-half (1 ½) pay plus the holiday pay.

B. Any twelve month employee shall be paid overtime for all time worked before and after the employee's normal shift and on the sixth (6<sup>th</sup>) and seventh (7<sup>th</sup>) day. Employees working forty (40) hours in less than five (5) days, in normal shift will be paid overtime before and after the normal shift and for all time in excess of forty (40) hours per week.

C. Except as provided for in "B" above, overtime shall be paid only for time worked in excess of forty (40) hours per week and for night workers and for drivers part-time and time worked in excess of thirty-five (35) hours per week.

D. Except in an emergency of unusual circumstances, any employee who does not want to work overtime may not be required to do so. Except in unusual circumstances, no action will be taken against any person declining overtime in conformity with this section of the contract.

E. All bus drivers wishing to receive extra runs must sign an availability roster. The roster shall be set up according to seniority and rotated on a seniority basis. Employees refusing an extra run shall be placed at the bottom of the roster.

F. Building Custodian. Custodians assigned to check the buildings other than during their assigned work hours when such checking is done on assignment given at the discretion of their immediate supervisor, shall be entitled to one (1) hour of overtime for each day upon which checks are made.

G. Employees required by the District to use their own vehicles to travel to any location other than the one assigned to report to on a particular day shall be paid mileage between the two locations at the current IRS rate.

H. Call-in Pay. Any employee called in to work after completion of their regular day shift shall be paid a minimum of two (2) hours.

I. Custodian overtime will be assigned on a rotating seniority basis among those employees assigned to the building on a twelve month basis. The assignment will be at a time other than during their regular shift.

J. Summer monitor assignments will be offered to current staff on a seniority basis within job title.

## 9. WORK ASSIGNMENT

A. The Board of Education, through its supervisor, reserves the right to assign all employees to the work to be done and wherever possible will assign the job description of the employee.

B. An employee will not refuse to follow directions as assigned by the supervisor.

C. No employee shall be required to work in a supervisory capacity in the cafeterias during the student lunch period. (Does not apply to school monitors).



D. Except in unusual circumstances no employee shall be involuntarily transferred from one school to another without twenty-four (24) hours' notice.

E. Any employee performing the duties of a higher classification shall be paid at the higher rate, for such time worked at a higher classification, provided it is not part of the employee's responsibility to assume these duties in the absence of the supervisor or other employee (in which event they are currently being paid as part of their job rate) and provided further that they are instructed to do so by their supervisor and so performs for more than five (5) consecutive days.

#### **10. CHANGE OF JOB TITLE AND SALARY PAID**

A. Any employee changing job classification or job title by promotion will be placed on the new position salary schedule at the salary next above their present salary level. Years of service on the new schedule will not be counted when promoting to a new position.

B. In "A" above, if the salary next above the employee's present salary on the new position salary schedule is not more than \$500 higher than the employee's present salary, the employee will be placed on the next step on the new position salary schedule.

C. Lateral Transfers. An employee involved in a lateral transfer from a 10-month to a 12-month position, or vice versa, in the same job category will be placed at the same step on the salary schedule, but this shall not apply to part-time and/or hourly employees.

D. Part-time drivers moving to a ten month or a twelve month position will be given one (1) step increment for every three (3) years of part-time service.

**11. SENIORITY** All promotions, vacancies and new jobs shall be filled on the basis of seniority and performance. Performance shall consist of the following factors: attendance, work performance, personal application, personal appearance, training and experience. New jobs shall be open to qualified members of the unit before they are opened to outside personnel. The District shall post a seniority roster in garage locations and in a custodial office in each school for information purposes only. This roster shall be updated every ninety (90) days.

#### **12. JOB SECURITY**

A. No employee will be laid off or denied the opportunity to work because of the activities of other employee units of this District. However, employees will only be paid for those days upon which they actually report to work.

B. No employees shall be discharged without just cause.

C. Competitive employees shall remain subject to Section 75 of the Civil Service Law.

D. Noncompetitive and labor class employees shall have a probationary period of twenty-six (26) weeks. If the employee is discharged thereafter, the discharge shall be subject to the grievance procedure. Any employee who is disciplined shall, upon request, be afforded an administrative review by the school business administrator.

E. Upon separation, the District will, on the next regular payday, pay all monies earned, including vacation time, upon return of all equipment, District property and uniforms.

F. In the event of lay-off, the said lay-off shall be in the reverse order of seniority and in the event of rehiring, it shall be on a seniority basis.

### 13. SICK LEAVE

**A. Twelve Month Employees** All twelve month employees will be granted fifteen (15) sick days leave per year. Sick leave not used in one year may be accumulated to an unlimited number of days at the rate of up to fifteen (15) days per year.

**B. Ten Month** All ten-month employees will be granted sick leave at the rate of twelve (12) days per year. Sick time for ten (10) month employees not used in one year may be accumulated up to one hundred sixty five (165) days at the rate of up to twelve (12) days per year.

**C. Part Time Employees** All part-time employees will be granted sick leave at the rate of one (1) day per month, not to exceed ten (10) days per year. Part-time employees may accumulate sick leave up to one hundred sixty five (165) days at the rate of up to ten (10) days per year.

**D.** In the case of new employees or other employees not having accumulated sick leave, sick leave will be granted pro rata per month.

**E.** In case an employee's pay is deducted for absence for illness and at the end of year (June 30) does have accumulated sick leave, the employee will be paid for the days that were withheld up to the number of days accumulated.

**F.** Sick leave in excess of the accumulated balance to which the employee is entitled will be without pay, and will be deducted in the amount the employee would have received for the day.

**G.** The District reserves the right to pay sick leave beyond that to which the employee is entitled, should it decide circumstances indicate it advisable to do so.

**H.** The District, through its representatives, may require a doctor's statement regarding any illness.

**I.** An employee who cannot pass the required physical examination, and therefore cannot work on the advice of the examining physician, will be allowed sick leave up to the number of days accumulated. Any time required after sick time is exhausted will be at no pay. If the employee is not able to pass the physical examination at the time of termination of sick leave or twenty (20) days, whichever is longer, the employee's employment with the District will be terminated. The District, in extenuating circumstances may extend this period. This will apply to physical examinations and not to physical injury.

The yearly physical examination is a requirement of employment; therefore, all employees who cannot have the examination during working hours will be examined when assigned and no overtime will be paid.

**J.** A sick leave bank is hereby established. Any employee with two (2) years' service in the District may contribute one (1) day per year to the bank. Each year the District shall match the number of days contributed to the bank, but the District's contribution shall not exceed 100 days per year. Any day contributed by an employee shall be deducted from their accumulated sick leave. Any employee who has exhausted their sick leave may make application to the sick leave committee on a form to be provided by the Business office. The sick leave committee shall consist of three employees selected by the union, the school business administrator, the supervisor of transportation and the supervisor of buildings and grounds. The decision of the committee shall be final, but may be appealed directly to arbitration in the manner specified in Step 3 and the grievance procedure by filing a notice within ten (10) days of the committee's decision with the office of the business administrator.

**K.** All monitors will be considered part time employees for purposes of Sick Leave and will be granted 10 sick days per year. Monitors are able to participate in the sick leave bank.

#### 14. PERSONAL LEAVE (All Employees)

**A. Personal Business Leave** An employee will receive two (2) personal business leave days per year to conduct business that must be scheduled during working hours. This leave may be taken hourly in the sole discretion of the department supervisors and shall be calculated from the employee's departure from his/her assigned work location on a given day until his/her return to his/her assigned work location, except in an emergency, at least two (2) days written notice must be given prior to the leave. Anyone starting work between January 1 and June 30 will be given one (1) day of personal leave for the remainder of that school year. Effective July 1, 1983, unused personal days shall be added to accumulated sick leave.

**B. Bereavement Leave** Three (3) work days bereavement leave will be granted to an employee who suffers a death in his/her immediate family. (Immediate family shall be wife or husband, son or daughter, mother or father, mother-in-law or father-in-law, brother or sister, brother-in-law or sister-in-law, grandmother or grandfather and grandchildren).

- That bereavement leave for other relatives (other than those already included in the provisions) and friends should be granted only for the time necessary to attend the funeral. This leave shall not exceed more than one (1) day if travel time is required.

**C. Personal Time** will not be granted for any reason should the necessity for this leave occur at a time other than that time when the employee would be working. Should this happen on weekends, holidays, or during vacation time scheduled by the employee, time will not be granted at another time nor will additional pay be granted. Personal time is not cumulative, and shall not be used to extend vacations.

**D. Jury Duty** Employees scheduled for jury duty shall only be compensated by this District if they actively participate with the District to secure a waiver or postponement to July or August and are unsuccessful. In the event they shall be compensated subject to their return to the District of monies earned for service of juries.

In the event that an employee has had jury duty postponed until July or August and is called to jury duty during these months and is on vacation, the employee shall be entitled to his/her vacation at a later date.

**E. Maternity Leave** Maternity leave will be granted upon request by the employee or will be required by the employer, and will be handled on an individual basis. When the employee returns to work from maternity leave, he/she will be given preference for employment in his/her old position or a position similar to that which he/she left, if such a position still exists.

**F.** Monitors are eligible for Personal Leave Days and Bereavement Leave.

#### 15. ORGANIZATIONAL LEAVE

**A.** The union will be granted ten (10) days leave at the employee's full pay to attend any scheduled conventions of the union. This leave will be used at the discretion of the union. This leave shall not be charged to personal leave, sick time or vacation time.

- Upon return from an organizational leave, the union representatives shall provide the District with a written statement that they attended the convention or conference for which leave was taken.

**B. Union Meetings** Employees regularly on duty at times when union meetings are being held will be given time to attend the union meeting provided the following are adhered to:

1. That the employee will complete the assigned duties on the same day by extending work hours by the hours taken off. No extra pay or overtime pay will be given for extension of hours in this case.
2. That if there are scheduled activities which would require coverage of the building, time off to attend the union meeting would be denied.

**16. INSURANCE.**

**A. Health Insurance** The CSEA will change to the Dutchess (DEHIC) Alternate PPO Health Insurance Plan effective July 1, 2002.

**B.** Effective July 1, 2006, all unit members shall contribute eight percent (8%) of the entire monthly premium cost for individual coverage and eight percent (8%) of the entire monthly premium cost for family coverage. The contributions will be implemented under a Section 125 Internal Revenue Code Flexible Benefit Plan.

Effective July 1, 2007 and thereafter the following schedule of employee contributions toward the entire monthly premiums for both individual and family coverage will apply:

July 1, 2007	9.5%
July 1, 2008	11%
July 1, 2009	12.5%

**C.** Effective July 1, 2002, all unit members whose spouses (present and future) are employed by the District, (or otherwise eligible for District health insurance) shall be eligible for two (2) individual health plans, or one (1) family plan and a mandatory buyout.

**D.** Effective July 1, 2002, all unit members shall be eligible to participate in the Section 125 IRC Flexible Benefit Plan for unreimbursed medical expenses, dependent day care expenses and related insurance plans.

**E.** In addition, the District shall offer the Mohawk Valley Plan (MVP), and the Capital District Physician's Health Plan (CDPHP). The District's financial commitment shall not exceed the amounts contributed to the DEHIC Health Insurance Plan.

**F.** The District shall continue to reimburse for retirees the Medicare, Part B deduction on a quarterly basis.

**G.** Employees retiring from the District shall have their insurance premiums continued by the District to an amount not to exceed the value of accumulated unused sick leave.

**H** On or before May 1 of each school year, existing unit members who are eligible for the District's standard health insurance benefits shall inform the Business Administrator of their decisions to opt out of the District's health insurance plan effective July 1. In return for opting out, the unit member shall receive a payment of \$2000 on or before October 15 from the District. Those unit members who are married to a spouse who is also employed by the District shall be entitled to individual health insurance coverage, if their spouse opts for individual coverage; or one-family coverage plus a \$2500 annual health insurance buy-out payable to the spouse covered as a dependent. On or before September 1 of each year, the unit member opting for a buy-out shall have the option to deposit the health insurance buy-out payment into a 403(b) or 457 Tax Deferred Annuity Plan available to the employee through the District.

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

- 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 prorated basis 1/12th of \$2,000 (1/12th of the \$2,500 for members who are married to a spouse in the district, as noted above) for each month remaining in the school year in question.

I. Health insurance coverage will be provided to bus monitors as follows:

- Bus monitors will be eligible for individual health insurance coverage after 90 days of employment. A bus monitor may purchase family health coverage by paying the difference between the individual and family premium rates.
- After one (1) year of employment, a bus monitor may purchase family health insurance by paying fifty percent (50%) of the cost differential between the individual and the family premium rates.
- After three (3) years of employment a bus monitor will be eligible for the District's standard health coverage as well as the district buyout. Bus monitors will be eligible for the health insurance buyout when bus monitor qualifies for the District's standard health insurance coverage.

**J. Health Insurance for School Monitors**

School monitors working twenty-five (25) hours or more per week are eligible for health insurance per the District Plan.

K. The District will offer Domestic Partnership Health Insurance coverage subject to the requirements and procedures established by the Dutchess Educational Health Insurance Consortium (DEHIC).

**L. Dental Insurance** The District will provide, at no cost to the employee, the CSEA EQUINOX Dental Plan.

Effective 07/01/06, the District's maximum contribution for dental insurance will be \$925 per unit member. Effective 07/01/08 the District's maximum contribution for dental insurance will be \$1000 per unit member.

Part-time workers, school and bus monitors will be eligible for dental insurance as follows:

- After 90 days of employment, these employees will be eligible for dental insurance by paying the full cost of the dental plan premium with such payment made via payroll deduction
- After one (1) year of employment with the District, these employees will pay 50% of the dental plan premium, with such payment made via payroll deduction.
- After three (3) years of employment, these employees will be eligible for full dental coverage paid by the District.

**M. Life Insurance** All full time employees, so directing in writing declaration to be delivered to the District Business office within thirty (30) days from the date of signing of this contract or within thirty (30) days from the date of employment, shall receive, subject to the enrollment and coverage requirements of the carrier \$10,000 face amount of group life insurance and \$10,000 face amount of accidental death and dismemberment insurance under the District's policy presently in effect with U.S. Life Insurance Company, with any premium cost to be borne 50% by the District and 50% by the electing employee. The District reserves the right to change the insurance carrier and it is understood that the premium cost is subject to change by the insurance carrier. Upon separation or retirement the employee may convert to his/her own policy at the employee's expense.

## 17. VACATIONS

A. A twelve month employee hired between July 1<sup>st</sup> and September 30<sup>th</sup> will be given ten (10) working days' vacation pay after the following July 1<sup>st</sup>.

B. A twelve month employee hired after September 30<sup>th</sup> will be given one (1) working day per month worked vacation time with pay after the following July 1<sup>st</sup>.

C. A twelve month employee completing five (5) years of continuous service with the School District between July 1<sup>st</sup> and September 30<sup>th</sup> will receive an additional five (5) working days vacation with pay, for a total of fifteen (15) working days vacation with pay. (All twelve month continuous service as a Maintenance or Transportation employee with the District will be counted.)

D. A twelve month employee completing ten (10) years of continuous service with the School District between July 1<sup>st</sup> and September 30<sup>th</sup> will receive an additional three (3) working days vacation with pay, for a total of eighteen (18) working days vacation with pay. (All twelve month continuous service as a Maintenance or Transportation employee with the District will be counted.)

E. A twelve month employee completing fifteen (15) years of continuous service with the School District between July 1<sup>st</sup> and September 30<sup>th</sup> will receive an additional two (2) working days vacation with pay for a total of twenty (20) working days vacation with pay. (All twelve month continuous service as a Maintenance or Transportation employee with the District will be counted.)

F. A twelve month employee completing twenty (20) years of continuous service with the School District between July 1<sup>st</sup> and September 30<sup>th</sup> will receive an additional five (5) working days vacation with pay for a total of twenty-five (25) working days vacation with pay. (All twelve month continuous service as a Maintenance or Transportation employee with the District will be counted.)

G. **Ten (10) month employees** Transportation and maintenance employees will be given eight (8) working days' vacation. Upon the completion of five (5) years of service, ten (10) month employees will be given ten (10) days of vacation.

H. **Part-time employees, school monitors and bus monitors** will not be given a vacation as such but will only work when school is in session.

I. All vacation is to be taken at a time that is mutually agreeable to the employee and the immediate supervisor.

1. By March 15<sup>th</sup> of each year the District will suggest a common time for the vacation period so that as many employees as possible may make plans to take their vacation at that time. Skeleton crews will be kept on in all buildings and departments during this time.
2. Other vacation arrangements may be made by using the terms of the contract, which states, "all vacation is to be taken at a time that is mutually agreeable to the employee and the immediate supervisor." This decision must be made by June 1<sup>st</sup>.

### J. **Suggested Guidelines to Vacation Time**

1. Generally vacations will be taken at times when the disruption to the orderly operation of the District will be least affected. This time will vary according to the department.
2. No vacations will be taken during the two (2) weeks prior to school opening in September.

3. The following may take vacation when school is in session but not during times stated in #2 above.

Head Custodian & Custodian (1 at a time district wide)  
Maintenance Mechanics (1 in each group at a time)  
Groundskeepers (1 at a time)  
Offset Printer  
Receiving Clerk (may be before July 1st)  
Custodial workers (1 at a time)  
Auto Mechanics (1 twelve month mechanic at a time)  
School Courier

4. The following may take vacation at any time when school is not in session except the last two (2) weeks before the opening of school in September. May be at Christmas, Easter, or a day at a time.

Driver-Custodian  
Driver-Auto Mechanic  
Relief Driver  
Driver-Custodial Worker  
Driver-Maintenance Helper

5. No more than three (3) consecutive weeks will be granted any employee who has four or five weeks' vacation accumulated.

Employees who drive a bus and have four (4) or five (5) weeks vacation available may take vacation days any time school is not in session, including Christmas and Easter recess.

6. The union president or other delegate may take vacation or other time necessary to conduct union business at any time other than the last two (2) weeks before school opens.
7. In cases where more than one employee requests the same time for vacation when it is not feasible to grant multiple requests, the senior member will be given preference.
8. Ten (10) month employees with eight (8) days vacation will take their vacation at Christmas, Easter or after school closes in June, but before July 1st.
9. An employee who requests extended vacation, without pay, over and above the time entitled to will be put on ten (10) month employment and the benefits will accrue accordingly.

**K. Vacation Accumulation** Unit members eligible for vacation may accumulate vacation days to a maximum of fifty (50) days. At the time of retirement or separation from the District or death, unused accumulated vacation time up to fifty (50) days, shall be converted to cash at the then current rate of pay for unit members.

**18. PAID HOLIDAYS.** Employees shall receive fourteen (14) holidays per year in each year of this agreement. The date of such holidays shall be established when the District calendar is finished.

#### **19. SNOW DAYS**

**A** Transportation and Maintenance employees are expected to work full-time on days that school may be closed because of inclement weather. In the event that employees are delayed by snow or

ice in reporting for work, they may make up the lost time at the end of the day or later, as determined by the department head. In the event that an employee cannot get to work because of snow or road conditions, the District may deduct a day's pay for each day not worked. Part-time drivers are not required to report for work when school is closed due to inclement weather.

**B** Monitors shall not be required to report for work when school is closed due to inclement weather.

## **20. CLOTHING/TOOL ALLOWANCE**

**A.** The District shall provide each Groundskeeper, Maintenance Mechanic, Maintenance Worker, Bus Driver/Auto Mechanic and Auto Mechanic, who has completed the twenty six (26) week probationary period, up to one hundred dollars (\$100) per year towards the purchase of steel-toed safety work shoes upon the submission of an appropriate receipt.

**B.** The District shall provide each Auto Mechanic and Bus Driver/Auto Mechanic, who has completed the twenty-six (26) week probationary period, up to two hundred and fifty dollars (\$250) per year toward the purchase of appropriate automotive repair tools required and approved for the job and not otherwise provided by the District, upon the submission of an appropriate receipt.

**C. Reimbursements** for work shoes and mechanic's tools will be processed for payment twice each year, and should be submitted on or before December 1<sup>st</sup> and June 1<sup>st</sup> each year, on a reimbursement form to be provided by the District.

## **21. RETIREMENT**

**A.** Commencing July 1, 1989, the School District shall subscribe to the plan designated as Section 75I of the New York State Employees Retirement System.

**B.** The District shall subscribe forthwith to that portion of the Retirement Plan options allowing application of unused sick leave as additional service credit upon retirement.

**C.** To the extent that such sick leave is not utilized as described in paragraph B of this article or utilized for the payment of health insurance provisions pursuant to the provisions of Article 16 retiring employees who are at least 55 years of age shall be entitled to receive at their last year's daily salary rate, payment for all accumulated sick leave in excess of 75 days. Effective July 1, 2006 the total paid to any employee will not exceed \$4000; and effective July 1, 2008 will not exceed \$4500. To secure the benefits set forth in this paragraph employees electing to retire shall notify the District of their irrevocable intent to retire at least one (1) year in advance of their retirement date.

**D.** Eligibility for (a) and (b) below will apply as follows: Effective July 1, 2006 and terminating on June 30, 2008 employees retiring from the District after five (5) years of continuous service; effective July 1, 2008 employees retiring from the District after ten (10) years of continuous service;

(a) All remaining sick days after contractual payments detailed in this contract shall be converted to pay for family health insurance coverage, as long as it lasts. When that amount is used, the District will pay 35% and the retiree will pay 65% of such family premiums, for the life of the unit member.

(b) Individual health insurance coverage shall be paid at 100% by the District for the life of the retired employee.

**22. UNION MEETINGS AND BUSINESS** The District shall grant to the union the right to use school buildings without cost and at a reasonable time. The principal or supervisor of the building in



question shall be notified at least one full day in advance of the time and place of any such meeting and shall grant such use providing it does not conflict with previously scheduled school events. No use of any school building for Union meetings shall be granted without prior approval.

The Union shall have free use of custodial mailboxes for the purposes of distributing material to its membership as well as use of the interschool mail for the same purpose.

The District shall allow the Union bulletin board space for the purpose of posting material dealing with Union business.

The Union shall be granted the use of copying equipment without charge except for the cost of supplies. No person shall be allowed to use such equipment unless he/she is found to have the requisite knowledge of its operation.

Representatives of the Union shall have the right to visit District facilities for the purpose of adjusting grievances and administration of the agreement provided they notify the Business Administrator before arriving.

### **23. COMPLAINT AGAINST EMPLOYEES**

A. Any complaint forwarded to the District against an employee covered by this contract upon which the District intends to act or which the District intends to place in the employee's official personnel file, shall be promptly called to the attention of the said employee before such action is taken. The employee shall be afforded the opportunity to reply to the District to any such complaint, and no complaint, letter or report shall be placed in the file without the employee's knowledge and without the employee being afforded the opportunity to make a written response to the District to any such complaint.

B. An employee shall have the right, upon request, to review the contents of his or her personnel file and to make copies of any documents therein. No employee shall be shown confidential recommendations received from sources outside of the school system at the time of the appointment. Such review shall be conducted upon application to and at a convenient time for the business office.

### **24. ASSAULTS**

A. All employees shall report immediately all cases of assault sustained by them in connection with their employment. All such reports shall be in writing and submitted to their immediate supervisor. Said reports shall be filed with the District by the Supervisor. The District will comply with any reasonable request by the employee for information in its possession relating to the incident or person or persons involved and will act in an appropriate manner as liaison between the employee, the police and the courts, where necessary.

**25. LABOR MANAGEMENT COMMITTEE** shall be established to review the present policy of student discipline procedure of buses; the committee shall meet a minimum of twice a year during the term of this contract.

### **26. WORKERS' COMPENSATION**

A. Any unit member may use accruals of vacation leave or sick leave to extend the period of compensation for an absence resulting from an injury in the course of employment. The District shall maintain the health insurance provided to unit members during the period of absence resulting from an injury suffered in the course of employment while the unit member remains on the District's payroll and for a period not to exceed one year beyond the termination of salary so long as the unit member is disabled from employment, as determined by the Workers' Compensation Board.

B. The District and CSEA will establish a Labor/Management Committee to study the feasibility of a "light-duty" policy. The committee will issue a recommendation to the Superintendent.

**C. Guidelines For Workers' Compensation**

Effective July 1, 1998:

- The first 14 calendar days of absence (10 work days) are chargeable to sick leave accruals;
- After the 14 consecutive calendar days of absence (10 work days), the employee may submit a written application (on a form to be issued by the District) to the labor management committee to extend the period which such absence is not charged to sick leave;
- All applications shall be considered by the labor management committee consisting of two (2) representatives each from the District and the Association, which shall review each application and make a recommendation to the District's Business Administrator.
- The District, upon recommendation from the committee, may grant workers' compensation leave for a period not to exceed 30 work days, retroactive to the initial date of absence.
- Any leave accruals beyond the 30 days for which the District is reimbursed, shall be restored to the employee;

**27. SAFETY**

A. Safety equipment such as gloves, helmets, safety glasses, foul weather gear, reflective vests, shall be provided to all employees required to use same.

B. Drug/Alcohol Testing. Effective July 1, 1998, all members of the bargaining unit required to possess and maintain a Commercial Driver's License (CDL) as a condition of employment, shall be subject to drug and alcohol testing as required under Section 382.601 of the Federal Motor Carrier Safety Regulations, and the policy and procedures of the Board of Education.

C. Half-day training session on traffic control procedures for monitors will be offered.

**28. GRIEVANCE PROCEDURE** A grievance involving an interpretation to application for any of the terms or provisions of this collective bargaining agreement shall be processed in the following manner:

- A grievance may only be filed by the union or by a member of the unit defined in the recognition clause. The District shall continue its practice with regard to time used by the union in the processing of grievance.
- All grievances shall be in writing and shall be signed by the party filing the grievance. They shall include the name and position of the aggrieved party, the identity of the provisions of this agreement upon which the grievance is based. They shall also include a statement of the underlying facts including dates, events or conditions which constitute the grievance, the identity of the party alleged to be responsible for causing the events or conditions if known to the aggrieved party, and a general statement of the nature of the grievance and the redress sought by the aggrieved party.
- No written grievance shall be entertained except as described below and such grievance shall be deemed waived unless filed at the first step within five (5) school days after the occurrence of the act of condition upon which the grievance is based.
- No interference, coercion, restraint, discrimination or reprisal of any kind will be taken by the Board or any member of the administration against a party filing the grievance or by reason of

the participation of any employee in the grievance procedure.

## STEPS OF THE GRIEVANCE PROCEDURE

**STEP 1** All grievances must be filed with the employee's immediate supervisor and the school business administrator no later than five (5) school days after the date upon which the alleged grievance arose. In the event that the employee's immediate supervisor and the grievant cannot amicably adjust the grievance, it shall be processed by the school business administrator involved within five (5) days after the date upon which the grievance is filed. All parties named in the grievance shall participate. The failure of any party to participate shall not delay the disposition of the grievance.

The school business administrator shall act upon each grievance filed within seven (7) days after it has been filed and shall advise the grievant of his/her decision of the case in writing within that period of time. Any employee may have the union represent him/her at this step if he/she so desires.

**STEP 2.** In the event that a grievance is not amicably adjusted between the District and the complaining party in Step 1, then an appeal may be filed to the superintendent of schools or his/her designee. Such an appeal must be filed no later than five (5) school days after the receipt of the Step 1 disposition by the complaining party. Any appeal to the superintendent shall be in writing and shall include the written grievance filed in Step 1, the answer thereto and a statement from the appealing party for the reasons for the appeal.

A hearing on such grievance processed to this step shall be granted by the superintendent or his/her designee within five (5) school days after the filing of an appeal to Step 2. The superintendent shall have five (5) school days after the grievance has been presented in this oral session within which to act upon the grievance. The disposition of the grievance shall be in writing and shall be submitted to the person filing the appeal. In the event that an appeal is filed by an individual grievant, a copy of the superintendent's determination or that of his/her designee shall be forwarded to the union.

**STEP 3.** In the event that the disposition of Step 2 does not amicably adjust the matter between the parties, an appeal may be filed to the Board of Education. However, no such appeal shall be honored unless filed within five (5) school days after receipt of the Step 2 determination by the aggrieved party. The appeal shall be filed with the Clerk of the board within this period. It shall be in writing and shall set forth in detail the reasons for the appeal. All appeals shall contain all papers filed in Step 1, Step 2 and the answers thereto.

Within five (5) days after the receipt of the appeal, the Board of Education may appoint a subcommittee to hear and determine the dispute or sit as a committee as a whole to hear and determine the dispute. Hearings at Step 3 may be held within fifteen (15) school days after receipt of the appeal. The aggrieved party and the designated representative of the union shall be necessary parties of this hearing. The ~~immediate~~ supervisor of the grievant and the supervising principal may also be present.

In the event that any party fails to appear for this hearing without obtaining an adjournment, the board of its duly designated subcommittee shall be empowered to proceed in his/her absence and make a determination without his/her participation. The Board shall have ten (10) school days after the conclusion of the said hearing to render a finding and decision. Copies of the decision shall be submitted to the aggrieved party and the union.

No grievance may be brought to this third step or beyond except by the Union.

Decisions and proceedings of the grievance procedure shall not be publicized by the District, the Union or the employee involved without the consent of all parties in writing.

Failure of responsible school officers at any step of this procedure to communicate the decision of the grievance of the steps within the specified time limits shall act to permit the aggrieved party to proceed to

the next step within the specified time limits provided by the contract.

In the event that the decision reached by the Board of Education does not amicably resolve the grievance, the Union may demand arbitration pursuant to the Voluntary Labor Arbitration Rules of the American Arbitration Association. The decision of the Arbitrator shall be final and binding.

#### **29. SEPARABILITY**

A. If any legislation or court decision renders any portion of this agreement invalid or unenforceable, the invalid or unenforceable provisions shall be severed on the contract and the remaining provisions shall continue in full force and effect.

B. In the event that it becomes legally permissible for the district to grant to the association greater association security than is contained in this agreement, the parties hereto agree to negotiate concerning amendments to this agreement in accordance with said changes.

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

**31. DURATION OF AGREEMENT AND REOPENING** This agreement shall be effective as of July 1, 2006, and shall continue in effect through June 30, 2010. The Union and the District agree that all negotiable items have been discussed during negotiations and will not be reopened at any time, whether contained in this agreement or not, during the life of this agreement. Any district policies unaltered or unchanged by the language of this agreement shall remain in force, and it shall be the prerogative of the District to initiate and announce new policies not affecting or changing matters contained in this agreement. In the event either party wishes to amend this agreement, all negotiations proposals will be submitted no earlier than January 1, 2010, not later than January 15, 2010. Negotiations must commence no earlier than February 1, 2010, and no later than February 15, 2010.

32. THE CIVIL SERVICE EMPLOYEES ASSOCIATION, INC., LOCAL 1000, AFSCME-AFL-CIO, ARLINGTON CENTRAL SCHOOL DISTRICT UNIT, DUTCHESS COUNTY EDUCATIONAL LOCAL AND THE ARLINGTON CENTRAL SCHOOL DISTRICT HAVE RATIFIED THE ABOVE AGREEMENT AND SUCH RATIFICATION IS INDICATED BY THE SIGNATURES APPEARING BELOW.

ARLINGTON CENTRAL SCHOOL DISTRICT

By: Kelly Lappan  
President, Board of Education

Date: 1/13/07

By: Michael Deje  
Superintendent of Schools

Date: 1/13/07

The Civil Service Employees Association, Inc.,

By: August L. Murphy III  
President, CSEA

Date: 1/11/07

By: Bob O'Carroll  
Collective Bargaining Specialist, CSEA

Date: 1/11/07

**Appendix A**  
**CSEA SALARY SCHEDULE**

TITLE	STEP	06-07 SCHEDULE	07-08 SCHEDULE	08-09 SCHEDULE	09-10 SCHEDULE	
A	OFFSET PRINTER	1	32,282	33,251	34,248	35,276
	SR AUTO MECHANIC	2	33,380	34,381	35,412	36,475
	HEAD CUSTODIAN	3	34,515	35,550	36,616	37,715
	HEAD GROUNDSMAN	4	35,688	36,759	37,862	38,998
	ROUTE DISPATCHER -	5	36,901	38,008	39,148	40,323
	BUS DRIVER	6	38,156	39,301	40,480	41,694
		7	39,454	40,637	41,856	43,112
		8	40,795	42,018	43,279	44,577
		9	42,182	43,447	44,751	46,093
		10	43,616	44,924	46,272	47,660
B	MAINTENANCE	1	31,185	32,121	33,084	34,077
	- CARPENTER	2	32,364	33,335	34,335	35,365
	- ELECTRICIAN	3	33,587	34,595	35,633	36,702
	- PLUMBER	4	34,857	35,903	36,980	38,089
	- MECHANIC - PLB & HTG	5	36,175	37,260	38,378	39,529
	AUTO MECHANIC	6	37,542	38,668	39,828	41,023
		7	38,961	40,130	41,334	42,574
		8	40,433	41,646	42,896	44,183
		9	41,962	43,221	44,518	45,853
		10	43,548	44,854	46,200	47,586
C	CUSTODIAN	1	31,095	32,028	32,988	33,978
	BUS DRIVER - ASST PRINTER	2	32,090	33,053	34,044	35,066
	BUS DRIVER - AUTO MECHANIC	3	33,117	34,111	35,134	36,188
	MAINTENANCE WORKER	4	34,176	35,202	36,258	37,346
	RECEIVING CLERK	5	35,270	36,328	37,417	38,540
	BUS DRIVER/OFFICE ASST.	6	36,398	37,490	38,615	39,773
		7	37,564	38,691	39,851	41,047
		8	38,765	39,928	41,126	42,360
		9	40,006	41,206	42,442	43,716
		10	41,286	42,525	43,800	45,114
D	BUS DRIVER - AUTO MECH HLP	1	30,048	30,949	31,878	32,834
	MAINTENANCE HELPER	2	31,010	31,940	32,898	33,885
	RELIEF DRIVER	3	32,002	32,962	33,951	34,969
	BUS DRIVER CUSTODIAN	4	33,026	34,016	35,037	36,088
	BUS DRIVER - ASST. ROUTE	5	34,083	35,105	36,159	37,243
	DISPATCHER	6	35,173	36,228	37,315	38,434
	BUS DRIVER - MAINT WORKER	7	36,299	37,387	38,509	39,664
		8	37,460	38,584	39,741	40,933
		9	38,659	39,819	41,013	42,244
		10	39,896	41,093	42,325	43,595

TITLE	STEP	06-07 SCHEDULE	07-08 SCHEDULE	08-09 SCHEDULE	09-10 SCHEDULE
E GROUNDKEEPER SCHOOL COURIER BUS DRIVER - CUST WORKER CUSTODIAL WORKER	1	28,875	29,741	30,633	31,552
	2	29,923	30,821	31,745	32,698
	3	31,010	31,940	32,898	33,885
	4	32,135	33,099	34,092	35,115
	5	33,302	34,301	35,330	36,390
	6	34,510	35,546	36,612	37,710
	7	35,763	36,836	37,941	39,079
	8	37,061	38,173	39,318	40,497
	9	38,407	39,559	40,746	41,968
	10	39,800	40,994	42,224	43,491
F BUS DR - CUST WKR (10 MO) CUSTODIAL WORKER (10 MO)	1	24,634	25,373	26,134	26,918
	2	25,423	26,185	26,971	27,780
	3	26,236	27,023	27,834	28,669
	4	27,075	27,888	28,724	29,586
	5	27,942	28,780	29,643	30,532
	6	28,836	29,701	30,592	31,510
	7	29,759	30,652	31,571	32,519
	8	30,711	31,633	32,582	33,559
	9	31,694	32,645	33,624	34,633
	10	32,708	33,689	34,699	35,740
G BUS DRIVER - PART TIME	1	15,562	15,951	16,349	16,758
	2	16,184	16,589	17,003	17,428
	3	16,831	17,252	17,683	18,125
	4	17,505	17,943	18,391	18,851
	5	18,205	18,660	19,127	19,605
	6	18,933	19,407	19,892	20,389
	7	19,690	20,183	20,687	21,204
	8	20,479	20,991	21,515	22,053
	9	21,297	21,829	22,375	22,934
	10	22,149	22,703	23,271	23,852
H CUSTODIAL WORKER - HOURLY	1	11.82	12.18	12.54	12.92
	2	12.23	12.60	12.98	13.37
	3	12.66	13.04	13.43	13.84
	4	13.10	13.50	13.90	14.32
	5	13.57	13.97	14.39	14.82
	6	14.04	14.46	14.89	15.34
	7	14.53	14.97	15.42	15.88
	8	15.05	15.50	15.96	16.44
	9	15.57	16.04	16.52	17.02
	10	16.12	16.60	17.10	17.61

TITLE	STEP	06-07 SCHEDULE	07-08 SCHEDULE	08-09 SCHEDULE	09-10 SCHEDULE	
I SCHOOL MONITOR	1	14,744	15,372	16,029	16,712	
	2	15,009	15,648	16,317	17,013	
	3	15,279	15,930	16,611	17,319	
	4	15,554	16,217	16,910	17,631	
	5	15,834	16,509	17,214	17,949	
	6	16,119	16,806	17,524	18,272	
	7	16,409	17,108	17,840	18,601	
	8	16,705	17,416	18,161	18,935	
	9	17,005	17,730	18,488	19,276	
	10	17,312	18,049	18,820	19,623	
J BUS MONITOR	1	10,504	10,844	11,196	11,558	
	2	10,809	11,159	11,520	11,894	
	3	11,122	11,482	11,854	12,239	
	4	11,445	11,815	12,198	12,593	
	5	11,777	12,158	12,552	12,959	
	6	12,118	12,511	12,916	13,334	
	7	12,469	12,873	13,291	13,721	
	8	12,831	13,247	13,676	14,119	
	9	13,203	13,631	14,073	14,529	
	10	13,586	14,026	14,481	14,950	
K* RELIEF DRIVER (10 MO)	1	\$25,040	\$25,791	\$26,565	\$27,362	
	2	\$25,841	\$26,617	\$27,415	\$28,238	
	*Prorated from schedule D to reflect 10 month work calendar	3	\$26,668	\$27,468	\$28,292	\$29,141
	4	\$27,521	\$28,347	\$29,197	\$30,073	
	5	\$28,403	\$29,255	\$30,132	\$31,036	
	6	\$29,311	\$30,190	\$31,096	\$32,029	
	7	\$30,249	\$31,156	\$32,091	\$33,054	
	8	\$31,217	\$32,153	\$33,118	\$34,111	
	9	\$32,216	\$33,182	\$34,178	\$35,203	
	10	\$33,247	\$34,244	\$35,271	\$36,329	

Longevity payments will be adjusted as follows:  
Salary Schedule A,B,C,D,and E (12 months)

	<u>06/07</u>	<u>07/08</u>	<u>08/09</u>	<u>09/10</u>
10 Years	\$650	\$675	\$700	\$725
15 Years	\$1300	\$1350	\$1400	\$1450
20 Years	\$1950	\$2025	\$2100	\$2175

Salary Schedule F, I and K (10 months)

	<u>06/07</u>	<u>07/08</u>	<u>08/09</u>	<u>09/10</u>
10 Years	\$575	\$600	\$625	\$650
15 Years	\$1150	\$1200	\$1250	\$1300
20 Years	\$1725	\$1800	\$1875	\$1950

Salary Schedule G and J (part time)

	<u>06/07</u>	<u>07/08</u>	<u>08/09</u>	<u>09/10</u>
10 Years	\$525	\$550	\$575	\$600
15 Years	\$1050	\$1100	\$1150	\$1200
20 Years	\$1575	\$1650	\$1725	\$1800