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Union: **Rondout Valley School District Custodial & Maintenance Unit, CSEA, AFSCME, AFL-CIO**

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DRAFT

**AGREEMENT
BY AND BETWEEN THE
RONDOUT VALLEY SCHOOL DISTRICT
AND
CSEA, LOCAL 1000 AFSCME, AFL-CIO**

**CSEA
RONDOUT VALLEY SCHOOL DISTRICT CUSTODIAL
& MAINTENANCE UNIT
ULSTER COUNTY LOCAL 856**

JULY 1, 2003 - JUNE 30, 2008

RECEIVED

DEC 27 2004

NYS PUBLIC EMPLOYMENT
RELATIONS BOARD

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PREAMBLE

In order to effect the provisions of Chapter 392 of the laws of 1967 (The Public Employees Fair Employment Act) to encourage and increase effective and harmonious relations between the Rondout Valley Central School District (hereinafter known as "The District") and the custodial and maintenance staff as represented by the Civil Service Employees Association, Local 1000, AFSCME, AFL-CIO, (hereinafter known as "CSEA"), and to provide for the best educational interests of the pupils of the Rondout Valley Central Schools, the District and CSEA make the following agreement.

ARTICLE I APPLICABLE LAW

The New York State Civil Service Law, Article 14, (Public Employees Fair Employment Act), the Rules and Regulations of the Commissioner of Education, and all statutory provisions of law consistent with the functioning and administration of the Rondout Valley Central School District of Accord, New York.

ARTICLE II UNIT DEFINITION

Agreement entered into this 12th day of October 2004 by and between the District and CSEA.

The Agreement governs the wages, salaries, hours, terms and conditions of employment of all employees in the negotiation unit defined as: All regularly employed custodial and maintenance employees, part-time and full-time; all regularly employed custodians, custodial workers, working foremen, maintenance workers, groundsmen, school chauffeur, security guard, mechanic, exclusive of Superintendent of Buildings and Grounds and Transportation Liaison and foreman; after negotiations between the parties and as more fully set forth herein.

ARTICLE III RECOGNITION

Section 1. Period of Recognition

The Rondout Valley School District hereinafter referred to as the District, recognizes the Civil Service Employees Association, Inc., Local 1000, AFSCME, AFL-CIO for the Rondout Valley Custodial Unit of the Ulster County Local 856, pursuant to the resolution by the School District issued on November 19, 1968, as the exclusive representative for collective negotiations with respect to salaries, wages, hours and all other terms and conditions of employment for the employees in the bargaining unit as defined in Article II.

Section 2. Other Organizations

The Board agrees not to negotiate with any employee covered by this Agreement or employee organization other than CSEA for the duration of this Agreement.

Section 3. No Strike Provision

The CSEA agrees that it will not strike, conduct a slowdown or work stoppage against the District, or assist or participate in any strike, a slowdown or any work stoppage against the District, or impose an obligation upon its members to conduct, assist or participate in any strike, slowdown or work stoppage. Should the Public Employees Fair Employment Act be changed in this regard, the Act will supersede this section.

Section 4. Dues Deduction

The Civil Service Employees Association, Inc., shall have exclusive rights to payroll deduction of dues and union sponsored insurance and benefit program premiums for employees covered by this agreement. Such dues and premiums shall be remitted to the Civil Service Employees Association, Inc., 143 Washington Avenue, Albany, New York 12210 on a payroll period basis. No other organization shall be accorded any payroll deduction that conflicts with any CSEA sponsored insurance or benefit program without the express written consent and written authorization from Civil Service Employees Association.

Section 5. Agency Shop

1. The CSEA warrants that it has established and maintains and will continue to maintain a refund procedure as required by Section 208(3)(b) of the Civil Service Law and that such procedure complies in all respects with the provisions of that section and Federal and State Law.

2. The District shall deduct from the salary of each employee who is not a member of the CSEA a service fee equivalent to the per capita dues the CSEA levies upon its members. Such fee shall be deducted in the same manner as payroll deduction dues and shall be remitted promptly to the CSEA, unless the CSEA has certified, in writing, to the District by September 15 of each year that the non-member has paid the fee directly to the CSEA.

3. In the event an action or proceeding is commenced in a court of competent jurisdiction or before an administrative agency regarding such fee, the CSEA agrees to provide counsel and to indemnify and save harmless the District from and against the cost of such action or proceeding and to defray the costs of complying with any interim order or final judgment that may be entered therein. Such cost of compliance shall include the cost of recomputation of the salaries of employees and any interest ordered on any such judgment.

Section 6. Information

On the effective date of this agreement, the District shall supply to the Rondout Valley Custodial Unit, a list of all employees in the bargaining unit showing the employee's full name, school address, social security number, item number, job title, work location, membership status and

first date of employment. Such information shall hereinafter be provided to the Rondout Valley Custodial Unit's President on an annual basis upon his/her written request.

Section 7. Access to Employees

The Union and its designated agents have the sole and exclusive right of access to members of the bargaining unit during working hours to administer this agreement and to explain Civil Service Employees Association's sponsored benefits and programs insofar as it does not interfere with assigned duties. The Union will give at least three (3) days advance notice to the Superintendent of Buildings and Grounds or Business Official when possible, and will sign in with the administrator at each school.

ARTICLE IV COMPENSATION

Section 1. Salary Schedule

a. The salaries for employees covered by this agreement are shown in Appendix A which is made a part hereof. The salary schedule shall become effective July 1, 2003 and shall terminate effective June 30, 2008.

The salary schedules shall be increased by 3.5%, effective July 1, 2003; 3.75% effective July 1, 2004; 3.5% effective July 1, 2005; 3.75%, effective July 1, 2006; and 3.5%, effective July 1, 2007. All employees eligible to move a step will do so for all five years of the Agreement. Employees at the top of the schedule will not be eligible to move.

b. Effective July 1, 1978 any employee hired on or after July 1, and on or before December 31, in any school year shall be entitled to a step increment on July 1 of the next year.

Any employee hired on or after January 1 and on or before June 30, shall not be eligible for a step increment on July 1 of that year, but shall be eligible on July 1 of the subsequent year - a waiting period not to exceed eighteen (18) months maximum.

This formula shall be used for crediting time for step increment, longevity payments and vacation allotment.

All incumbent employees shall receive step increments where due on July 1 of each year.

c. Effective July 1, 2000, (and on July 1 of each subsequent year) any employee who has completed ten (10) years of service with the District shall be eligible for a longevity increment of Two Hundred Dollars (\$200.00) per year beyond the tenth year.

Upon completion of 10 years service - \$200.00 additional
Upon completion of 11 years service - \$400.00 additional
Upon completion of 12 years service - \$600.00 additional
Upon completion of 13 years service - \$800.00 additional
Upon completion of 14 years service - \$1,000.00 additional
and so on.

Effective July 1, 2001 increase longevity from \$200.00 - \$235.00
Effective July 1, 2002 increase longevity from \$235.00 - \$275.00

Longevity entitlements are determined by multiplying the value of the longevity time (x) the number of completed years of service, beginning with the completion of the tenth year (i.e., 14 years of completed service - $5 \times \$200 = \$1,000$).

Section 2. Shift Differential

Excepting the Security Guard, employees who are scheduled to work a shift in which the majority of working hours fall between the hours of 11:00 p.m. and 7:00 a.m. shall receive a shift differential of eight (8%) percent of their contractual rate of pay. On the evening of holidays, such employees shall be scheduled to work an earlier shift.

Section 3. Promotions

Whenever an employee commences with duties related to a new classification, as approved by Civil Service, he or she will be advanced to the new classification at the salary step closest to, but not lower than his or her present salary.

Section 4. Emergency Call-in-Pay

Any employee called in to work outside of his or her normal working days or hours shall receive a minimum of two hours pay at the applicable rate, provided that the employee has not finished his/her shift immediately prior to such call in. The employer shall not change hours of work and/or work schedules to avoid the payment of overtime.

This will be done on a rotating seniority basis within the appropriate titles needed.

Section 5. Out-of-Title Work

Any employee who performs out-of-title work in a higher classification for one or more work days, shall be receive \$25.00 per day retroactive to the first day. In order to receive out of title pay, the employee must be directly assigned out of title work by a non-unit supervisor or the District-wide head custodian.

c. Employees who separate from the District (other than for retirement or for dismissal for just cause) shall receive payment for unused sick leave days based upon the scale listed below, provided that the employee has been in the employ of the District for a minimum of ten (10) consecutive years:

Accumulated Sick Days	Percentage of Monetary Value
Day 1 50	25% of the daily value
Day 51 100	50% of the daily value
Day 101 150	60% of the daily value
Days in excess of 150	0% of the daily value

Section 10. Tax Sheltered Annuity Plan

A payroll deduction plan shall be maintained in the District which will allow employees to participate in the tax sheltered annuity program, as sanctioned by the Federal Government.

Section 11. Grievance Representatives

CSEA Representatives in each school building shall be allowed time free from their duties to handle grievances without loss of pay.

Section 12. Sick Bank

Effective July 1, 1980 and thereafter during the terms of the contract now in effect, and if included in subsequent contracts, there shall exist a "Sick Bank" constituting a reservoir of unused sick leave, to which members may voluntarily elect to contribute days from unused accumulated sick leave.

The administration of the Sick Leave Bank shall be handled by a joint Unit-District Board. The Sick Leave Board shall consist of four (4) members, two (2) to be appointed by the Unit and two (2) to be appointed by the Superintendent. It shall submit a record of its deliberations and judgments for annual review to both the Unit and the Board.

All who wish to participate in the Bank and who are employed in the District on the effective date of this Agreement for two (2) or more years shall contribute three (3) days of accumulated sick leave. New employees may join the Bank after two (2) years of service with the District. Applications may be filed between September 1 and September 30 of the year of eligibility.

All employees seeking membership in the Bank must meet the qualifications set forth below.

Qualifications for participation: An employee, in order to participate in the Sick Leave Bank, must have accumulated a total number of days equal to 50% of potential accumulated sick leave for each full year of employment.

used in this section, "immediate family" shall be defined as the employee's spouse or child, parent or other dependent with whom the employee resides.

Section 6. Family Bereavement

An employee shall be granted leave without charge to other leave credits in the event of death in the employee's immediate family, up to a maximum of five (5) days per occurrence. As used in this section, "immediate family" shall be defined as the employee's spouse, child, parent, grandparent, sibling or parent-in-law.

Section 7. Quarantine

Any employee who is prevented from attending his/her employment because of quarantine shall be entitled to the full benefits of the sick leave policy, even though the employee himself is not ill.

Section 8. Unexcused Absences

All absences other than for illness or for reasons officially approved by the Board of Education shall be deemed unexcused. All 12 month employees shall have 1/260th of their annual salary deducted for each day of unexcused absence.

Section 9. Leave at the Termination of Employment

a. The District shall pay all employees the monetary value of their accumulated vacation time upon their termination of employment provided the employee has not been discharged for just cause.

b. Employees who retire from the District shall receive payment for all unused sick leave days based upon the following formula:

1. Employees may apply the maximum number of days as allotted by law for service credit for retirement purposes.
2. If the employee chooses option "1" as described above, he/she may be remunerated for his/her remaining number of accumulated sick leave days on a graduated scale as follows:

Accumulated Sick Days	Percentage of Monetary Value
Day 1 15	50% of the daily value
Day 16 50	70% of the daily value
Day 51 75	90% of the daily value
Day 76 100	100% of the daily value
Day 101 150	60% of the daily value
Days in excess of 150	0% of the daily value

workers are not entitled to sick leave.) Effective in the 2000-2001 school year, employees will have the right to receive 50% of the cash value of up to ten (10) sick days per year as long as the employee will have a minimum of twenty (20) sick days at the end of the year after cashing-out such days.

a. Sick Leave - Sick leave is to be used for personal sickness or family illness (see family illness leave Sub-section 5). Employees joining the Rondout Valley Central School System after June 30, 1966 are entitled to transfer up to 50 days of sick leave from the last system in which they were employed. Forms requesting transfer of such sick leave will be available on October 1 of each school year. Forms must be completed by October 31 of the school year and must be certified by the previous employer.

The District reserves the right to have a School District Physician or a physician referred by the School District Physician examine any employee for any absence due to illness or injury at no cost to the employee.

All employees shall make every effort to schedule regular physician or dental appointments during non-working hours whenever possible.

b. Personal - Each employee shall be entitled to a maximum of four (4) days of personal leave each year for the transaction of personal business or religious observance that cannot be accomplished at times other than regularly scheduled work hours. Personal leave shall not be used as vacation time, for the pursuit of a hobby, or an additional vacation. Applications for use of such leave shall be made not fewer than three (3) days in advance of each anticipated absence for personal reasons on a form annexed hereto as Appendix B, except in an emergency, to the designee of the Superintendent. The granting of such leaves is subject to the reasonable operating needs of the District, but the approval of such leave shall not be unreasonably withheld.

Personal leave shall not be available except in an emergency for days immediately preceding or following a vacation or holiday.

Personal leave days not used shall be added to accumulated sick leave. Personal leave shall be limited to 5% of the staff of the building at any given time.

When requests by employees for personal leave conflict, the same shall be resolved by seniority rule.

Section 5. Family Illness Leave

It is the responsibility of each employee to make arrangements for the care of members of his or her immediate family who become ill and require care. Recognizing, however, that there will be situations where it may be impossible to effect such arrangements on an emergency basis, an employee shall be allowed to charge absences from work, which are required to provide bedside care arising out of an illness in the employee's immediate family, against Family Illness Leave. Each employee shall be allotted three (3) days of Family Illness Leave each school year and such leave shall not be accumulative. In addition, employees may utilize up to five (5) days of sick leave as family illness leave during each school year (July 1/June 30). In the event additional time is needed, it shall be charged against accumulated sick leave credits as approved by the Superintendent. As

Vacations shall be implemented on a prorated basis for all eligible incumbent employees. Vacation schedules are to commence July 1 of each year.

When a holiday, referred to in Article VI, Section 1, falls during an employee's vacation period, the employee shall be entitled to add an extra day to his/her vacation leave.

Employees hired on 3/3/98 or after shall receive the following vacation leave:

- After 1 year - 10 days
- After 5 years - 12 days
- After 10 years - 15 days
- After 15 years - 20 days.

Section 2. Staffing During Vacations

No building shall have fewer than two (2) individuals on duty during summer vacation periods.

ARTICLE VIII OTHER LEAVES

Section 1. Educational Leave

All full time employees of the school except those on an hourly pay scale shall be entitled to educational leave without pay.

Persons must request leave prior to April 15 of the year in which they intended to study. In turn, written notice must be filed with the Superintendent of Schools by March 15 of the leave year of the employee's intention to return to his/her duties.

Return to the position vacated is at the discretion of the administration and Board of Education. A year of study shall not qualify an employee for an additional step increment.

Section 2. Parenting Leave

District agrees to implement a parenting leave which is consistent with The Family Medical Leave Act governing the applicability of parenting leave.

Section 3. Military Leave

Military leave shall be granted to any employee as provided by Section 243 of Military Law.

Section 4. Leave - Sick and Personal

Employees of the Rondout Valley Central School District earn one and one-half days of leave for each month of regular service, four days of which may be utilized as personal leave. (See Section 4b - Personal Leave.) There is no limit on accumulation for members of the staff. (Hourly wage

The remaining three (3) paid holidays shall be subject to the school calendar (total 14).

Should the District add any holidays to the approved school calendar, these days shall also be considered holidays for members of this unit.

Section 2. Observance

If any of the above holidays fall on a Saturday, or a Sunday, a compensatory day off shall be given in lieu thereof.

In order to earn holiday pay, an employee must have worked the regular workday before and the regular workday after a holiday. An employee on authorized leave is deemed to have worked the day before and/or the day after a holiday.

**ARTICLE VII
VACATION LEAVE**

Section 1. Vacation for 12 month employees

The vacation leave plan for 12 month employees shall be as follows: After one year's employment, the employee is entitled to ten (10) days of vacation. In addition the following days of vacation will be provided:

Years Completed	Days of Vacation
2	11
3	12
4	13
5	14
6	15
7	16
8	17
9	18
10	19
11 and over	20

Eligible employees shall provide the District with a tentative schedule of all of their vacation days for approval on or before March 31. At least fifty (50%) percent of their vacation shall be scheduled during July and August and the balance from September through June as approved by the Superintendent of Buildings and Grounds. Vacation time shall be taken in blocks of at least five (5) days, when possible.

The District shall approve said request on or before May 15 of the same year. Where conflicts in scheduling vacation exist, the same shall be resolved by seniority rule, provided the employees concerned have observed the required filing requirements. The District reserves the right to limit the number of employees on vacation.

**ARTICLE V
WORKDAY, WORKWEEK AND OVERTIME**

Section 1. Workday and Workweek

a. The workweek for all employees shall consist of five consecutive workdays, Monday through Friday, or Tuesday through Saturday, not in excess of eight hours per day or forty hours per week, exclusive of a thirty minute lunch period each day.

b. If the District implements a Tuesday through Saturday work week, such work week will be for employees hired after July 1, 1997 or current employees on a voluntary basis.

c. Employees shall have an undisturbed lunch period except in cases of emergency.

Section 2. Overtime - Over Forty (40) Hours

a. The District agrees to pay time and one-half for 6th day of work to those employees who have completed a forty hour workweek.

b. Paid leave of absence shall be counted as time worked in computing the forty hours.

Section 3. Overtime - Saturdays, Sunday and Holidays

The District agrees to pay time and one-half for 6th day of work and double time for Sunday and Holidays to those employees who have completed a forty hour week.

Section 4. Overtime - Notice Requirement

The District shall attempt to give employees forty-eight (48) hours notice when requested to work overtime, except in an emergency.

**ARTICLE VI
HOLIDAYS**

Section 1. Paid Holidays

The following holiday schedule shall be in effect for all employees covered by this agreement: (14 paid Holidays)

Defined Holidays

Independence Day	Christmas Day
Labor Day	New Year's Day
Columbus Day	Martin L. King Birthday
Veterans' Day	Presidents' Day
Memorial Day	(Total 11)
Thanksgiving Day	
Day after Thanksgiving	

General Rules

The Bank must be used by members only for extended absences resulting from illness, accident or disability which normally will require hospitalization or long-termed recuperation.

Payment for sick leave days drawn from the Sick Bank will be at the rate of the regular salary of the recipient.

The Bank shall grant up to a maximum of 20 days provided the applicant has exhausted all of his or her accrued sick leave. Additional days may be granted by the Sick Leave Board which shall act on each request based upon its own merit.

Individuals must prove need to the Sick Leave Board by either a doctor's statement or presenting any other proof required by the Sick Leave Board.

Decisions of the Sick Leave Board shall be final and binding upon all parties.

Carry-over Procedures

All days that remain in the Bank at the end of the year shall be carried over in the following school year.

The Sick Leave Bank shall remain at its current level except for the addition of new employees (at the time of eligibility).

Once the Sick Leave Bank has been exhausted, it shall be renewed subject to the same terms upon which it was created, except that the thirty (30) day period for the eligible employees shall commence with the date upon which the sick bank was exhausted.

Employees who elect not to join the Bank within the time specified above, shall not be eligible to join the bank until it is renewed.

ARTICLE IX PENSION AND HEALTH INSURANCE

Section 1. Retirement Benefits

a. All members of the CSEA unit shall be entitled to be and/or become members of the New York State Retirement System and in conjunction with Section 75-C of the Retirement and Social Security Law shall be entitled to the full benefits of the One-sixtieth Non-contributory Retirement System Plan.

b. Effective July 1, 1974, the District agrees to adopt option 41j, which allows up to 165 accumulated sick leave days to be added to retirement.

c. Effective July 1, 1974, the District agrees to adopt option 60b known as the "improved death benefit".

Section 2. Health Insurance

a. The District shall pay 100% of individual or family health plan insurance under the DEHIC PPO Plan through October 31, 2004. Effective November 1, 2004, the District shall pay 97% of the individual or family health insurance premium under the DEHIC PPO Plan or any District-sponsored HMO. The District will provide individual or family health insurance under the DEHIC Alternate PPO Plan effective January 1, 2005 or a plan of basic major medical health insurance selected by the District which provides no less benefit value than the DEHIC Alternate PPO Plan to be in effect January 1, 2005. Effective January 1, 2005, the MVP HMO offered by the District will be the MVP-15 Plan. Effective July 1, 2005, the District shall pay 95% of the individual or family health insurance premium under the DEHIC Alternate PPO Plan or any District-sponsored HMO. Employee contributions will be automatically deducted by the District through the Section 125 Internal Revenue Code Plan. Additionally, the District's contribution to HMO premiums for individual and family coverage shall not exceed the cost of the individual or family premiums as provided for in the DEHIC Alternate PPO Plan.

b. Effective July 1, 1989, upon retirement from District service, the District shall continue to pay health insurance for the employee for life, provided that he or she has been in District service for ten (10) continuous years.

c. The District shall contribute the full cost of the premium for each employee enrolled in the CSEA Platinum 12 Vision Employee Benefit Fund (EBF) as of July 1st for each year of the Agreement. Such fund shall be used for the purchase of vision insurance

d. On or before April 1 of each year, existing unit members shall inform the District of their desire to opt out of the District's Health Plan effective July 1. In return for opting out, the unit member shall receive a payment of \$750.00 (family) or \$375.00 (individual) on or before December 1 from the District. If the employee remains out, an additional \$750.00 (family) or \$375.00 (individual) shall be paid on June 1st. In no event would the total amount for the buy-out in any given year exceed \$1,500.00 (family) or \$750.00 (individual).

To be entitled to the above referenced payment, the unit member must product proof of Health Insurance coverage from another source at the time of application. Re-entry shall be conditional upon compliance by the unit member with the rules of the health insurance provider governing re-entry and with the unit member repaying on a pro-rated basis 1/12 of \$1,500.00 (family) or \$750.00 (individual) for each month for twelve (12) months until the total is repaid.

If the employee ceases working before the full \$1,500.00 or \$750.00 has been repaid, the remaining debt will be subtracted from any monies owed by the District to the employees.

e. The District agrees to implement a flexible spending plan (IRS - 125 plan).

Section 3. Parity Dental Benefit

In the event any other employee or group of employees in the non-instructional areas are given a dental plan, the same shall be given to employees covered by this Agreement.

Section 4. New York State Disability

The District shall provide a payroll deduction for New York State Disability to those employees who authorize such a deduction.

ARTICLE X PERSONAL INJURY AND WORKERS' COMPENSATION BENEFITS

Section 1. Workers' Compensation Insurance

The District will provide Workers' Compensation insurance for all school personnel. Any employee injured in the course of his/her employment for the District must file an accident report with the Business Office within twenty-four (24) hours. Proper forms are available in the Business Office and the Principal's Office.

When the District is reimbursed by the Workers' Compensation carrier for remunerating an employee under the sick leave policy of the District, the employee will receive credit for loss of sick leave. This credit for sick leave will be computed to the nearest day by dividing the reimbursement received from the Workers' Compensation insurance carrier by the employee's daily rate of compensation.

ARTICLE XI SENIORITY

Section 1. Direct and Department Seniority

Individual Seniority shall be in effect from the date an employee is initially hired as a full-time employee.

Departmental seniority shall be effective from the date an employee is appointed to his/her post within one of the following departmental areas:

- (a) Custodians and Custodial Workers
- (b) Maintenance Workers
- (c) Groundsmen
- (d) School Chauffeur
- (e) Mechanic and Security

Section 2. Vacancies and New Positions

a. The District shall post notices of all vacancies falling within the bargaining unit no later than two (2) weeks prior to the date on which the position is to be filled and shall attempt to fill all vacancies within thirty (30) days of vacancy. The District shall post such notices in the custodial and maintenance rooms in each school building.

b. The District shall follow the procedure authorized below to fill all vacancies:

1. In filling said vacancies, greater consideration shall be given to qualification, training, performance and attendance. If all such factors are equal, seniority shall be a consideration.
2. Upon request, the District shall give a written explanation to any senior employee who is not selected by the District specifying why he or she was not selected. Such employee shall have the right to grieve such written explanation.
3. Employees who are promoted shall serve at least a twelve (12) week probationary period. If they are unable to perform satisfactorily during this period, they shall be given the option of returning to their former position at their former salary with no less of seniority or benefits.

c. Seniority "in title" shall be the controlling factor in layoffs and recalls. Layoffs shall be effective in inverse order of seniority within title. The District shall notify the unit president and all potentially affected employees of possible layoffs at least thirty (30) days in advance of when layoffs are scheduled to take place.

ARTICLE XII GRIEVANCE PROCEDURE

A. Since the establishment and maintenance of a harmonious and cooperative relationship between the Board and its employees is essential to the operation of the District, it is the purpose of this procedure to secure, at the lowest possible administrative level, equitable solutions to alleged grievances and by which the Board and its employees are given adequate opportunity to dispose of their differences without the necessity of time-consuming and costly proceedings before administrative agencies and/or in the courts.

- B.
1. A **grievance** shall mean a claim by any person or group of persons in the negotiating unit based upon any event or condition effecting terms and conditions of employment.
 2. **Aggrieved party** shall mean any person or group of persons in the negotiating unit who files a grievance.
 3. **Days** shall mean work days, exclusive of holidays and weekends.
 4. **Grievance Committee** shall be the committee created and constituted by the local CSEA Unit.

- C.
1. All grievances shall include the name and position of the aggrieved party, the time when and the place where the grievance took place, the identify of the person(s) responsible for the grievance and the redress sought by the aggrieved party. All

grievances must indicate the contract provisions that are alleged to have been violated.

D. Prior to the filing of a written grievance, the grievant(s), the Union and the appropriate supervisor will meet to attempt to resolve the grievance. Notification to the appropriate supervisor of a grievance shall satisfy the filing requirement contained in Stage 1.

STAGE 1

The aggrieved party shall present this grievance in writing, within twenty (20) work days of its occurrence or when the employee knew of its occurrence to the Superintendent of Buildings and Grounds, Maintenance and Security who shall render a written decision within ten (10) work days.

STAGE 2

If not satisfied with the Stage 1 response above, or if no response is received, the aggrieved party shall submit his/her grievance, in writing, within ten (10) work days to the Superintendent who shall render his/her written decision within ten (10) work days.

STAGE 3

If no response is received, or if not satisfied with the Superintendent's response, the aggrieved party, if he chooses, shall submit the grievance in writing, to the Clerk of the Board within ten (10) work days. The Board shall hold a hearing within fifteen (15) work days and, within ten (10) work days thereafter, shall render its decision in writing to the aggrieved party and the grievance committee.

STAGE 4

If the decision of the Board is not satisfactory, or if the Board does not respond within ten (10) work days after the hearing, the procedures of the American Arbitration Association shall be utilized for final and binding arbitration. Costs shall be shared equally between the parties.

** Any or all of the above time limits may be waived by mutual consent of the District and Union.

ARTICLE XIII RECIPROCAL RIGHTS

Section 1. Administration of Contract

The District shall administer its obligation under this contract in a manner which shall be fair and impartial to employees and shall not discriminate against any employee by reason of sex, nationality, race or creed.

Section 2. Bulletin Board

The CSEA shall have the right to post notices and other communications on bulletin boards maintained on the premises and facilities of the employer, subject to the prior approval of the content of such notices and communications by the Business Official. The District shall supply the Unit President with copies of all Civil Service announcements and approved School Board minutes upon written requests.

Section 3. Status of Agreement

This Agreement shall supercede any rules, regulations or practices of the District which shall be contrary to or inconsistent with its terms. The provisions of this Agreement shall be incorporated into and be considered part of the established policies of the District.

Section 4. Copies of Agreement

Copies of this Agreement shall be printed at the expense of the Union and shall be given to all Unit employees now or hereafter employed by the Board.

Section 5. CSEA Representation

The District agrees that any employee elected as a representative of the chapter to attend official CSEA organizational meetings shall be permitted time off up to a maximum of 6 days per year and shall not have them charged against the employee's accrued time.

Section 6. Meetings

The District agrees that the CSEA Unit shall have access to a meeting room eight (8) times per year at 3:00 p.m. for purposes of Unit meetings. Such meetings shall be limited to one (1) hour and the appropriate "Building Use Form" shall be submitted by the Unit President. Should additional time be needed, it may be granted upon request of the Unit President.

Section 7. Labor-Management Committee

The District and the CSEA shall establish a Labor-Management Committee. This committee shall be advisory and consist of six (6) members, three (3) members from the District appointed by the Superintendent and three (3) members from the CSEA of whom two (2) shall be members of the Unit's Executive Committee. The Chairman of this committee shall be appointed by the Superintendent. The Labor-Management Committee shall meet at the request of either party during the year for the purpose of informal discussions relative to matters of mutual concern.

ARTICLE XIV WORKING CONDITIONS

Section 1. Uniforms

Effective July 1, 2000, the District will allow Three Hundred Dollars (\$300.00) per year to each full-time employee to purchase uniforms and adequate work shoes. (This sum shall be Three Hundred Twenty-Five [\$325.00] per year to individuals qualifying for a jacket.) Sections of uniforms and shoes, vendor, payment plan and period of purchase shall be at the discretion of the District. The employee shall be responsible for the maintenance of his/her uniforms and shoes. In addition, a jacket shall be provided for maintenance workers, groundsmen, school chauffeur and security personnel, on a biennial basis. Uniform rentals for the bus mechanic(s) shall continue as established in January 1983. Mechanics shall be provided a boot allowance of \$50.00 for each year of the contract. Purchase and reimbursement are according to the same procedure as uniform reimbursements. Uniforms are to be purchased by December 1st of each year in order to be reimbursable (effective December 1, 1990); the District shall reimburse the employee as soon as possible. Uniforms must be worn by all employees when on duty. It is understood that all uniforms will have the District patch or logo and that the Union President will have the right to consult with the business official prior to the time that the District establishes the patch or logo.

Section 2. Snow Days

A. All employees are required to report to work on a snow day. All day shift employees shall work 7:00 a.m. - 3:30 p.m., and all night shift employees shall work 9:00 a.m. - 5:30 p.m. All employees shall receive their regular rate of pay for working on snow days. Employees who are called in prior to 7:00 a.m. or 9:00 a.m. respectively, then for all hours worked prior to, employees shall be paid at the time and one-half (1 ½) rate. Also, if employees work beyond 3:30 p.m. or 5:30 p.m. respectively, then for all hours worked after, employees shall be paid at the time and one-half (1 ½) rate. Employees may be dismissed early with no loss of pay when work is completed, subject to the satisfaction of the Superintendent of Buildings and Grounds or his/her designated representative. Employees who do not report or who are not excused, must provide a medical certificate or they will be docked a day's pay.

B. Employees who are called in to work on a Saturday for snow removal shall be compensated at double time. Employees who are normally scheduled to work Saturday, shall be compensated in accordance with Subsection 2A.

C. Employees will not be expected to report to work on days when schools are closed for unused overage snow days which are being removed from the school calendar and they will not suffer any loss of pay for these day. Any work required on these days will be compensated at the holiday overtime rate provided that the employee has completed a forty-hour (40) week.

Section 3. In-Service Training

In-Service Training programs may be set up for unit employees, and it is agreed that employees shall attend such training programs during working hours as requested by their supervisors.

Section 4. Casual Employees

Casual employees are employees who do not work more than twenty (20) hours per week. They are entitled to an hourly rate, but fringe benefits are excluded.

Section 5. Lunchroom

An adequate room for employees to eat lunch shall be provided.

Section 6.

When an employee is employed as a probationary appointee and confirmed by the Board on a subsequent date, the confirmation dates back to the day of employment.

Section 7.

Upon successfully completing all Civil Service requirements, and having served a probationary period of no less than eight (8) weeks and no more than twenty-six (26) weeks, all competitive class employees and non-competitive and labor class employees hired before July 1, 2000 shall receive coverage under Section 75 and 76 of the Civil Service Law as it relates to discharge and discipline. Non-competitive and labor class employees hired on or after July 1, 2000 shall receive coverage under Section 75 and 76 of the Civil Service Law after serving continuously in the bargaining unit for a period of two (2) years.

Section 8.

a. When an employee is absent, his/her work assignment shall be done by a substitute when school is in session. If a substitute is not available, then the absent employee's work assignment shall be done on an overtime basis.

b. The employer shall create seniority lists by school building and job classification. Overtime shall be assigned to employees on a rotating basis. Those employees who accept and work the overtime, or who refuse the overtime, shall be placed on the bottom of the list.

Section 9.

The District shall provide adequate foul weather gear to those employees whose assignments require them.

Section 10.

The District shall provide the equipment and facilities necessary to maintain a safe work environment as prescribed by the New York State Department to Labor.

Section 11.

Whenever possible, the District shall supply employees with two (2) weeks notice of any transfer.

Section 12.

Employees shall be compensated for the use of their personal vehicles on approved District business per the rate established in the Board of Education Policy Book.

Section 13.

If the District requires the presence of an employee for a meeting or supervisory conference, such meeting shall take place during the employee's regularly scheduled work day. Union representation shall be limited to one (1) member of the executive committee.

Section 14. Sign-In/Sign-Out Procedure

All employees will be required to sign-in and sign-out either through a time clock, handwritten sheets or through a security system developed by the District.

**ARTICLE XV
RIGHTS GUARANTEE**

All rights, privileges, or benefits already accorded to the employees of the District shall not be rescinded during the terms of this contract.

**ARTICLE XVI
EVALUATION**

Effective in the 2004-05 school year, an evaluation process will be implemented for all bargaining unit members. The District will have the right to establish the evaluation document, but will provide the Union with thirty (30) days notice prior to implementation and allow the Union to provide input into the evaluation document. It is the intent of the District to annually evaluate each unit member. All evaluations shall be jointly conducted by a non-bargaining unit supervisor/administrator and the facilities manager.

Each employee will be given a copy of the evaluation and will be required to sign the copy to indicate that he or she has received the same. The employee will have thirty (30) calendar days following receipt of any evaluation to request a conference with his or her evaluators to discuss the evaluation. The employee has the right to respond in writing to the evaluation which will be included in the employee's personnel file.

**ARTICLE XVII
LEGISLATIVE ACTION**

IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFORE SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

**ARTICLE XVIII
DURATION OF AGREEMENT AND REOPENING**

This Agreement shall be effective July 1, 2003 and shall continue in effect through June 30, 2008. The Board and the Civil Service Employees Association, Local 100, AFSCME, AFL-CIO agree that all negotiable items have been discussed during the negotiations leading to this Agreement, except as provided by law or mutual agreement. Any District policies unaltered or unchanged by the language of this Agreement shall remain in force, and this Agreement shall supersede any rules, regulations or practices of the Board which shall be contrary to or inconsistent with its terms. The provisions of this Agreement shall be incorporated into and be considered part of the established policies of the Board. No later than January 15 of the expiration year, the parties will enter into good faith negotiations over a successor agreement covering the following school year(s).

ATTEST:

**_____
SUPERINTENDENT OF SCHOOLS**

**_____
PRESIDENT, BOARD OF EDUCATION**

**_____
PRESIDENT, RONDOUT VALLEY UNIT
CSEA, LOCAL 856**

**_____
LABOR RELATIONS SPECIALIST
CSEA**

APPENDIX A

RONDOUT VALLEY CENTRAL SCHOOL DISTRICT
Custodial Worker Salary Schedule

STEP	03/04	04/05	05/06	06/07	07/08

1	21,038	21,827	22,591	23,439	24,259
2	21,453	22,258	23,037	23,901	24,737
3	21,876	22,696	23,490	24,371	25,224
4	22,300	23,136	23,946	24,844	25,714
5	22,683	23,534	24,357	25,271	26,155
6	23,066	23,931	24,769	25,697	26,597
7	23,726	24,616	25,478	26,433	27,358
8	24,387	25,301	26,187	27,169	28,120
9	25,048	25,987	26,897	27,906	28,882
10	25,710	26,675	27,608	28,643	29,646
11	26,892	27,901	28,877	29,960	31,009
12	28,102	29,156	30,177	31,308	32,404
13	28,825	29,906	30,952	32,113	33,237
14	29,521	30,628	31,700	32,889	34,040
15	30,243	31,377	32,475	33,693	34,872
16	30,999	32,162	33,287	34,536	35,744

RONDOUT VALLEY CENTRAL SCHOOL DISTRICT
Custodian Salary Schedule

STEP	03/04	04/05	05/06	06/07	07/08
1	25,314	26,263	27,183	28,202	29,189
2	25,813	26,781	27,718	28,758	29,764
3	26,322	27,309	28,265	29,325	30,351
4	26,834	27,841	28,815	29,896	30,942
5	27,358	28,384	29,378	30,479	31,546
6	27,758	28,799	29,807	30,924	32,007
7	28,418	29,484	30,516	31,660	32,768
8	29,078	30,169	31,225	32,396	33,529
9	29,743	30,858	31,938	33,136	34,296
10	30,402	31,542	32,646	33,870	35,056
11	31,617	32,803	33,951	35,224	36,457
12	32,851	34,083	35,276	36,599	37,879
13	33,566	34,825	36,044	37,395	38,704
14	34,260	35,544	36,788	38,168	39,504
15	34,974	36,285	37,555	38,963	40,327
16	35,686	37,024	38,320	39,757	41,148

RONDOUT VALLEY CENTRAL SCHOOL DISTRICT
 Head Custodian Salary Schedule

STEP	03/04	04/05	05/06	06/07	07/08

1	26,394	27,383	28,342	29,405	30,434
2	26,913	27,922	28,900	29,983	31,033
3	27,444	28,473	29,470	30,575	31,645
4	27,979	29,028	30,044	31,171	32,262
5	28,524	29,593	30,629	31,778	32,890
6	28,941	30,026	31,077	32,242	33,371
7	29,717	30,831	31,910	33,107	34,266
8	30,378	31,517	32,621	33,844	35,028
9	31,038	32,201	33,329	34,578	35,789
10	31,698	32,887	34,038	35,314	36,550
11	32,935	34,170	35,366	36,692	37,976
12	34,153	35,434	36,674	38,049	39,381
13	34,868	36,176	37,442	38,846	40,205
14	35,557	36,891	38,182	39,614	41,000
15	36,265	37,625	38,942	40,403	41,817
16	36,989	38,376	39,719	41,209	42,651

RONDOUT VALLEY CENTRAL SCHOOL DISTRICT
 Groundsman Salary Schedule
 Chauffeur Salary Schedule

STEP	03/04	04/05	05/06	06/07	07/08
1	22,603	23,451	24,272	25,182	26,063
2	23,049	23,914	24,751	25,679	26,578
3	23,503	24,384	25,238	26,184	27,100
4	23,960	24,859	25,729	26,694	27,628
5	24,427	25,343	26,230	27,214	28,166
6	24,783	25,712	26,612	27,610	28,577
7	25,443	26,398	27,321	28,346	29,338
8	26,105	27,084	28,032	29,083	30,101
9	26,768	27,772	28,744	29,822	30,866
10	27,429	28,457	29,453	30,558	31,627
11	28,636	29,710	30,750	31,903	33,020
12	29,838	30,957	32,040	33,242	34,405
13	30,557	31,703	32,813	34,043	35,235
14	31,249	32,421	33,555	34,814	36,032
15	31,968	33,167	34,328	35,615	36,861
16	32,720	33,948	35,136	36,453	37,729

RONDOUT VALLEY CENTRAL SCHOOL DISTRICT
 Security Salary Schedule

STEP	03/04	04/05	05/06	06/07	07/08
1	22,603	23,451	24,272	25,182	26,063
2	23,049	23,914	24,751	25,679	26,578
3	23,503	24,384	25,238	26,184	27,100
4	23,960	24,859	25,729	26,694	27,628
5	24,427	25,343	26,230	27,214	28,166
6	24,783	25,712	26,612	27,610	28,577
7	25,443	26,398	27,321	28,346	29,338
8	26,105	27,084	28,032	29,083	30,101
9	26,768	27,772	28,744	29,822	30,866
10	27,429	28,457	29,453	30,558	31,627
11	28,636	29,710	30,750	31,903	33,020
12	29,838	30,957	32,040	33,242	34,405
13	30,557	31,703	32,813	34,043	35,235
14	31,249	32,421	33,555	34,814	36,032
15	31,968	33,167	34,328	35,615	36,861
16	32,720	33,948	35,136	36,453	37,729

RONDOUT VALLEY CENTRAL SCHOOL DISTRICT
 Maintenance Mechanic Salary Schedule

STEP	03/04	04/05	05/06	06/07	07/08
1	26,394	27,383	28,342	29,405	30,434
2	26,913	27,922	28,900	29,983	31,033
3	27,444	28,473	29,470	30,575	31,645
4	27,979	29,028	30,044	31,171	32,262
5	28,524	29,593	30,629	31,778	32,890
6	28,941	30,026	31,077	32,242	33,371
7	29,717	30,831	31,910	33,107	34,266
8	30,378	31,517	32,621	33,844	35,028
9	31,038	32,201	33,329	34,578	35,789
10	31,698	32,887	34,038	35,314	36,550
11	32,935	34,170	35,366	36,692	37,976
12	34,153	35,434	36,674	38,049	39,381
13	34,868	36,176	37,442	38,846	40,205
14	35,557	36,891	38,182	39,614	41,000
15	36,265	37,625	38,942	40,403	41,817
16	36,989	38,376	39,719	41,209	42,651

RONDOUT VALLEY CENTRAL SCHOOL DISTRICT
Auto Mechanic Salary Schedule

STEP	03/04	04/05	05/06	06/07	07/08
1	33,270	34,518	35,726	37,066	38,363
2	33,925	35,197	36,429	37,795	39,118
3	34,594	35,891	37,147	38,540	39,889
4	35,270	36,592	37,873	39,293	40,669
5	35,958	37,306	38,612	40,060	41,462
6	36,486	37,854	39,179	40,648	42,071
7	37,146	38,539	39,888	41,384	42,832
8	37,808	39,225	40,598	42,121	43,595
9	38,466	39,908	41,305	42,854	44,354
10	39,131	40,599	42,020	43,595	45,121
11	40,344	41,857	43,322	44,947	46,520
12	41,596	43,155	44,666	46,341	47,963
13	42,297	43,883	45,419	47,123	48,772
14	42,984	44,595	46,156	47,887	49,563
15	43,683	45,321	46,908	48,667	50,370
16	44,411	46,076	47,689	49,477	51,209

