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Contract Database Metadata Elements

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Union: Saugerties Central School District Unit, CSEA, Local 1000, AFSCME, AFL-CIO

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AGREEMENT

by and between the
BOARD OF EDUCATION
of the
SAUGERTIES CENTRAL
SCHOOL DISTRICT
and
CSEA, Local 1000 AFSCME,
AFL-CIO

RECEIVED
SEP 17 2002
Saugerties Central School District Unit
Ulster County Local 856

July 1, 2000 — June 30, 2004
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ARTICLE 1

RECOGNITION

The District recognizes that the CSEA, Local 1000, AFSCME, AFL-CIO Association - as certified by the Public Employment Relations Board is the sole and exclusive collective bargaining agent with respect to wages, hours and other terms and conditions of employment for all employees covered by this Agreement. The term "Employee" as used in this Agreement applies to all individuals occupying jobs included in the bargaining unit comprised of all regular Custodians, Custodial Workers, Custodial Worker/Bus Driver, Maintenance I, Maintenance II and Bus Driver/Warehouse Manager.

AGENCY FEE

The School District shall deduct an Agency Shop Fee equivalent to the CSEA dues for employees of the bargaining unit who choose not to become CSEA members and remit said deductions to CSEA in the same manner as membership dues.

The Union affirms that it has adopted such procedures for refund of Travel Fee Deductions required by the Laws of the State of New York and in the event the district is required to reimburse an employee any money deducted under this Agency Fee provision, should the employee successfully litigate the return of any such deductions, CSEA agrees to repay said sums to the District.

The District shall deduct from the wages of employees and remit to the Civil Service Employees Association Inc., 143 Washington Avenue, Albany, New York 12210, regular membership dues for those employees who sign such authorization permitting such payroll deductions.

The employer shall supply to the Saugerties School District Unit, a District wide seniority list of all employees in the bargaining unit on an annual basis. The District will also notify the union of any changes during the year.

Also, the District will supply copies of all School Board agendas and minutes of their meetings to the CSEA Unit president.
ARTICLE 2

GRIEVANCE PROCEDURE

2.1 Definitions:

A. Grievance - a grievance exists when an employee or group of employees of the Association ("Grievant") claims that there has been a violation, misapplication or misinterpretation of an express provision of this Agreement.

B. The employee shall have the right to be represented at all stages by only the Association and a group of employees with a common grievance may file a single grievance through the Association.

C. If a grievance affects a group or class of employees, the grievant may submit such grievance to the Superintendent directly, and the process of such grievance shall be commenced on Step Three of the grievance procedure. The parties may mutually agree to extend the time limits in Steps.

2.2 Procedure:

Step One

A grievant who has a grievance shall discuss such grievance with his first level supervisor in an attempt to settle the matter informally.

Step Two

If a grievance has not been satisfactorily resolved at Step One, it can be presented in writing and processed at Step Two. The written statement shall contain the general nature of the grievance, the contract provision allegedly violated and the redress sought.

The grievance shall be forwarded ten days after the final Step One decision to the Superintendent.

The Association representative shall discuss such grievance with the Superintendent or his or her designee within five days of receipt of the appeal in order to resolve the grievance. Within five school days after such meeting, the Superintendent shall render a decision on the grievance, in writing.
Step Three

If the grievant still feels that a satisfactory solution has not been reached, the employee may appeal to the Board by submitting to the Superintendent a written request within ten school days of the disposition of the grievance at Step Two. The request for appeal shall contain the original written statement of grievance submitted at Step One, as well as copies of the decision rendered at Step One and Step Two. A hearing by the Board shall take place not later than the next regularly scheduled meeting which is not less than five school days after receipt of the appeal or at a Special Meeting of the Board called earlier for such purposes. Within ten school days after such hearing, the Board will render its decision in writing to the Superintendent, the immediate supervisor and the employee.

Step Four

If the Association is not satisfied with the decision rendered at Step Three of the grievance procedure, it may submit the grievance to arbitration by providing written notice to the Superintendent within ten (10) school days after the decision at Step Three. Within five (5) school days after such written notice of submission to arbitration, the Board and the Association will agree upon a mutually acceptable arbitrator and will obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such commitment, within the specified period, a request for a list of arbitrators will be made to the American Arbitration Association. The parties shall be bound by the rules and procedures for the American Arbitration Association.

The arbitrator shall limit his or her decision strictly to the interpretation or application of the expressed provision of the Agreement relating to issues submitted to him or her. The arbitrator's decision shall be final and binding upon both parties. The arbitrator has no authority to add to or subtract from any provision of the submitted Collective Bargaining Agreement.

2.3 Authorized Grievance Representative

The Association and the District shall designate to each other as soon as possible in each school year the employee and the District representative who shall be certified as the authorized grievance representatives for all grievance matter.

RELEASE TIME

The President of the CSEA Unit or designee shall be given release time with pay for the purpose of processing grievances up to and including the Superintendent Stage.
ARTICLE 3

Leaves: Extended, Sick, Individual, Bereavement

A. Extended Leave

Any employee whose personal illness extends beyond the period of accumulated sick leave will be granted a leave of absence for such time as is necessary for complete recovery from such illness up to a maximum of two years. Requests will be upon written application to the Superintendent of Schools and approval by the Board.

B. Sick Leave

All members of this unit shall accumulate sick time leave at the rate of twelve (12) days per year.

C. Individual Leave

A maximum of five days is granted annually to each employee with pay for emergency or personal reasons. These requests are subject to the approval of the Superintendent of Schools or his designated representative.

D. Bereavement Leave

An employee, upon notification of the death of an employee's spouse, child, son-in-law, daughter-in-law, parent, guardian, father-in-law, mother-in-law, brother, sister, grandfather, grandmother, grandchildren, or member of the immediate household, shall be granted his or her next three (3) scheduled working days off with pay or four (4) days off with pay if the employee is required to travel beyond the radius of 500 miles. Days for death other than those specified above may be deducted from the employee's accumulated sick leave or can be requested under individual leave.

E. Accumulated Provisions

Individual employees may accumulate, on an annual basis, a maximum of twelve (12) days of Sick Leave and five (5) days of Individual Leave for a total maximum annually of seventeen (17) days.

A maximum of 230 days may be accumulated of sick and Individual Leaves during an employee's career.
F. Sick Leave Bank

A. Individual employees may contribute one day of their accumulated sick leave to participate in the sick leave bank. Participation by unit members will be voluntary. Unit members electing to participate in such a bank shall submit to the District a waiver of one day accumulated sick leave. Presently accumulated sick leave bank days shall continue.

B. The bank shall be fully administered by a committee of two C.S.E.A. unit members and two designees of the Superintendent. Withdrawal from the sick leave bank shall be limited to unit members who are involved in extended illness or accidents and who have exhausted their sick leave time. Only employees who are members of the bank may withdraw from the bank.

C. The bank shall be renewable when the balance drops below twenty (20) days. A physician’s certificate will be required by bank administrators prior to the withdrawal of days from the sick leave bank.

D. Any amendments to the by-laws of the bank shall be approved by the Board of Education and the President of the Association.

G. Jury Duty

On proof of the necessity to appear for jury duty or to appear as a witness by subpoena or other order of the court for a work related issue, an employee shall be granted a leave of absence with pay of up to ten (10) days per year with no charge against leave. If the employee exhausts this leave in a year, he or she will have the right to request additional days.

H. Volunteer Firemen Leave

1. Up to four (4) hours leave shall be granted to employees who are involved in an emergency call. Any hours beyond four (4) hours can either be made up within the same work week, or deducted from the employee’s vacation or personal time.

2. Any employee who is called upon to answer an emergency call, or who is late to work due to a call is required to contact his immediate supervisor or in his absence contact his main office and advise them of same.

3. The District shall have the right to require the employee to submit a letter of active membership in said fire company, and shall have the right to receive a note from the Fire Department’s Officer in charge of employee’s involvement in a first call, with the times and date of the incident.
ARTICLE 4

RETIREMENT BENEFITS

A. Upon retirement:

1. Individuals employed prior to July 1st, 1984, and who retired prior to July 1, 1997, shall receive 100% paid up Health Insurance coverage on account of its retired employees and their dependents.

2. Individuals employed as of July 1st, 1984, and who retired prior to July 1, 1997, shall be employed by the school district for 15 years to be entitled to receive 100% paid up Health Insurance Coverage for retired employees and their dependents.

3. Individuals who retire from the District with fifteen (15) or more years of service prior to the time of retirement and who retire after June 30, 1997, shall be required to contribute $15.00 per month for individual health insurance coverage, and $30.00 per month for family health insurance coverage. Individuals who retire after June 30, 1998 with fifteen (15) or more years of service prior to the time of retirement shall be required to contribute $17.50 per month for individual health insurance premiums, and $35.00 per month for family health insurance premiums. For those unit members who elect to participate in a District sponsored HMO individual or family health insurance plan, the District shall pay no more than the dollar amount that it would be required to pay for an employee enrolled in its main health insurance plan, less the employee contribution stated above.

The District shall implement a Section 125 Internal Revenue Code premium-only plan to allow for bargaining unit members to have the entire amount of the employee premium contribution paid for on a ‘before tax’ basis.

4. The employee must be eligible for retirement under the New York State Employees Retirement System as well as the Rules and Regulations of the health insurance plan in effect.
B. The District will provide a cash amount equal to $15.00 for each of the unused accumulated sick and/or individual leave days at the time of retirement if the employee retires with under 15 years of service to the District; $20.00 for each such day if the employee retires with 15 to 19 years of service; and $25.00 for each such day if the employee retires with 20 or more years of service, effective July 1, 2000.

C. The District agrees to upgrade coverage under the New York State Employees Retirement System from Section 75g to 75i for all affected employees. The District also agrees to adopt section 60b Death Benefit and continue option 41j of the retirement coverage which allows up to 165 days of accumulated sick leave to be applied as additional service credit towards retirement credit.
ARTICLE 5

INSURANCE COVERAGE

A. Health Insurance

The employer agrees to provide full-time members with either the Empire Blue Cross/Blue Shield Deluxe PPO or the DEHIC PPO Plan, effective on or about April 1, 2001. The District will assume the cost of full coverage thereunder except for employee monthly contributions of $17.50 per month for individual health insurance coverage and $35.00 per month for family health insurance coverage. For those unit members who elect to participate in a District sponsored HMO individual or family health insurance plan, the District shall pay no more than the dollar amount that it would be required to pay for an employee enrolled in its main health insurance plan, less the employee contribution stated above.

If an employee is able to be covered under another health insurance plan, the employee can waive coverage in the District’s plan and, in return, receive $1,000.00 for each year in which coverage is waived. By March 31 of each year an employee must notify the District, in writing, of his or her intention to participate in the insurance waiver program or of the intention to re-enter the District’s program. An employee who decides to waive coverage shall be paid $500.00 in two separate checks in the applicable year, the first paycheck of December and the second paycheck at the end of June. An employee shall have the right to re-enter the District’s health insurance program subject to the requirements of the District’s health insurance plan. An employee who returns to the District’s coverage during a year in which coverage was waived shall be responsible to return any monies received for each month of the year the employee is covered by the District’s plan.

B. Dental Insurance

The employer agrees to provide full time employees who are members of this unit Dental Insurance using the program currently in effect including Rider A and Rider C.
C. **Individual Vision Coverage**

Effective July 1, 2001, the Employer agrees to provide full-time employees with Platinum E.B.F. family vision coverage.

D. **Disability Insurance**

Effective in the 2000-2001 school year, employees may purchase disability insurance through a payroll deduction.
ARTICLE 6

A. Health Examinations and Tine Tests

The Board of Education will bear the expense of required health examinations and tine tests for members of this unit.

1. Health Examinations will be required at the time of hiring and at other times in the interest of health and well being of the educational program. Each employee may have the privilege of seeing his own private physician, if desired, at his own expense.

2. Tine tests will be administered to all new personnel whose report will be submitted within 60 days following notification of appointment. Tine tests will also be required for all negative reactors every two years. All positive reactors who have not taken or do not choose to take chemoprophylaxis for at least one year shall be x-rayed annually for at least five years and every two years thereafter.

B. Flu Shots

The District will offer flu shots to bargaining unit members who agree to sign the Saugerties Central School District Flu Shot Release and any release required by the administering physician at no cost to the employees.
ARTICLE 7

Holidays

Maintenance and Custodial personnel will have the following holidays in conjunction with the school calendar:

- Independence Day and the day after
- Labor Day
- Columbus Day
- Veteran's Day
- Thanksgiving Day and the day after
- New Year's Day
- Christmas, three day holiday
- Martin Luther King Day
- Washington's Birthday - two day holiday*
- Good Friday and the day after Easter*
- Memorial Day

* The District shall have the right to require employees to work if school is in session on the days with an asterisk. In such circumstances employees shall be paid their regular rate of pay for working on the holiday and shall receive a floating holiday to be utilized after being approved, in writing, by the employee's supervisor.
ARTICLE 8

Vacation Plan

A. Vacation benefits shall be accrued on a school year basis with accumulated days becoming available for use on the first day of July.

B. First year employees shall have vacation days prorated from the date of employment to June 30th, the end of the school year.

C. Employees having completed one (1) year or more of continuous service with the school district shall be granted two (2) weeks vacation with pay.

D. Employees having completed five (5) years of continuous service with the district shall receive three (3) weeks vacation with pay.

E. Employees having completed six (6) years of continuous service with the district shall receive three (3) weeks and one (1) day vacation with pay.

F. Employees having completed seven (7) years of continuous service with the district shall receive three (3) weeks and two (2) days vacation with pay.

G. Employees having completed eight (8) years of continuous service with the district shall receive three (3) weeks and three (3) days vacation with pay.

H. Employees having completed nine (9) years of continuous service with the district shall receive three (3) weeks and four (4) days vacation with pay.

I. Employees having completed ten (10) years of continuous service with the district shall be granted four (4) weeks vacation with pay.

J. The vacation payment shall be at straight time rates with a payment based on their vacation schedule.

K. The granting of vacations shall be arranged in order that continuous and efficient operation of the plan may be assured. Employees with the greatest seniority shall have preference in the allotment of vacation time.

L. Employees will be allowed to carry over one (1) week vacation up to a maximum of five (5) weeks in any given year. At no time shall an employee be entitled to carry over more than one week beyond his or her annual vacation allocation.
ARTICLE 9

Working Hours

A. This section defines the normal hours of work and shall not be construed as a guarantee of hours of work per day or per week. This section shall not be considered as any basis for the calculation or payment of overtime which is covered solely by the section entitled Overtime.

B. The normal work day for twelve month, full-time employees shall be 7 1/2 hours per day, exclusive of lunch. Employees shall earn overtime after working forty (40) hours in a work week.

Notwithstanding the above, employees shall earn time and one-half when they are called in to work on the sixth or seventh day of their work week.

C. The work week for twelve (12) month, full-time employees shall be thirty-seven and one-half (37 1/2) hours per week, Monday through Friday; provided, however, that employees hired to jobs in the unit or who voluntarily accept a position in a new job classification after June 30, 1996, may be scheduled on a Tuesday through Saturday schedule or a Wednesday through Sunday schedule. The posting of open positions shall reference the initial schedule or work hours. The provision set forth above shall not apply in the case of a lateral transfer within a job classification.

D. During an officially declared ‘State of Emergency’, the District will have the right to call employees in to work and pay such employees at the rate of double-time for all hours worked. Employees who are not called in to work will receive their regular rate of pay during a ‘State of Emergency’.
ARTICLE 10

Overtime

A. This section shall not be construed as a guarantee of hours of work per day or per week, or a guarantee of hours of work per week.

B. 1. The payroll week shall consist of seven (7) consecutive days beginning at 12:01 a.m. on Sunday.

2. The regular rate of pay, as the term is used in section C below, shall mean the standard hourly wage rate which the employee would have received for the work assigned had it been performed during non-overtime basis of hours.

C. 1. Overtime at the rate of one-and-one half times the regular rate of pay shall be for:

a. Hours worked in excess of forty (40) hours in a work week.

2. In the event that an employee is required to work on a holiday as defined in Article 7, he shall receive:

a. Double time compensation

b. Compensatory time off during his regular working hours equivalent to that worked on the holiday as scheduled by his supervisor, not to exceed eight (8) hours.

c. There shall be no additional financial obligation on the part of the district relative to the absence of the employee due Compensatory time.

D. Payment of overtime rates shall not be duplicated for the same hours worked. Hours compensated for at overtime rates shall not be counted further for any purpose in determining overtime liability under the same or any other provisions of this Agreement.
E. When overtime is assigned, such overtime assignments shall be rotated among all employees from time to time in the job classification to which assigned, whenever practicable. Nothing herein shall restrict the District in assigning any employee to specific overtime assignments involving special skills or when emergency overtime assignments are made by the District.

F. Any employee who has completed his normal workday and is required to leave the premises and report back to work in the same 24 hour period shall be paid for two (2) hours or actual work hours, whichever is greater. This section shall not be applicable when the employee leaves his work through no fault of the District or is prevented from working because of work stoppages, failure of utilities, or acts of God, in which case he shall be paid for the time actually worked, if any.

G. Any day shift employee who is required to work prior to the start of his/her normal work day due to inclement weather conditions shall be paid at the rate of time and one-half for all hours worked prior to the commencement of his/her normal work day. In such circumstances, the employer shall have the option of having the employee work a seven and one-half (7 1/2) hour day or work until the completion of his/her normal work shift. This provision is not intended to prevent the District from assigning night shift employees to work the day shift in inclement weather conditions. Night shift employees are not entitled to time and one-half when working during the regular day shift during inclement weather conditions.
ARTICLE 11

SENIORITY

A. The parties to this Agreement recognize that job security in event of promotions and transfers should increase in proportion to length of continuous service, and that in the administration of this section the intent will be that wherever practicable, full consideration shall be given continuous service in such cases. In recognition, however, of the responsibility of the District for efficient operation, it is understood and agreed that in all cases of promotions and transfer the following factors as listed below shall be considered, however, where Factor 1 is relatively equal between employees shall Factor 2 be the determining Factor:

1. Ability to perform the work;
2. Length of continuous service

Final decision to promote and transfer shall be vested exclusively in the District, subject to the Agreement. The District reserves the right to assign personnel to buildings within the District which it deems appropriate.

B. Job security in event of decrease of forces, reduction of hours worked per day or recalls after layoffs will normally be based on length of continuous service, provided that the ability of the employee so retained or recalled is substantially equal.

C. Continuous service shall be calculated from date of first employment, or re-employment following a break in continuous service, in accordance with the following provisions:

1. There shall be no deduction for any time lost which does not constitute a break in continuous service.

2. Continuous service shall be broken by:
   a. Quitting.
   b. Discharge.
   c. Absence for ten (10) consecutive working days without
notice to and permission from the supervisor except where such notice could not reasonably have been supplied under the circumstances.

d. Retirement.

3. Absence due to Workmen's Compensation disability shall not break continuous service provided such individual is returned to work within ten (10) days after final payment of statutory compensation for such disability or after the end of the period used in calculating a lump sum payment.

D. New competitive class employees, including those hired after a break in continuity of service, shall be regarded as probationary employees for the first six (6) months of actual work from the date of hire.

E. When permanent or long term temporary vacancies occur in the positions of, or new positions are created in the present facilities, such vacancies or new positions shall be posted by the District in all school buildings for three (3) workdays. If any employee in such department is interested in being considered for the position, he or she must file a written application with the Superintendent within three (3) workdays of the posting of the notice. Any employee who transfers or is promoted from his present position to any other shall maintain all his continuous service with the District. When an employee is returned to the bargaining unit from a non-bargaining unit job by the District his relative job seniority shall be determined by his continuous service on both his bargaining unit and non-bargaining unit job.

F. The District shall give the employee a 30-day notification of intent to layoff. The Employee shall give the District fourteen (14) days notice prior to the effective date of resignation.
## ARTICLE 12

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The high school custodial worker on the 3:00pm to 11:00pm shift shall receive a $0.20 per hour differential.
ARTICLE 13

Labor/Management Committee

There shall be a Labor/Management Committee established consisting of three (3) representatives from the Union and three (3) representatives from the School District. This article is not applicable to disciplinary proceedings.

It shall be the duty of the committee to work toward the successful implementation of this agreement, and to address other labor issues that may arise.

Safety Committee

Effective in the 2000-2001 school year, a safety committee will be established. The committee shall be composed of representatives chosen by the Association and District. The Committee shall meet quarterly or more regularly if necessary.
ARTICLE 14

Gear

The District agrees to supply to each elementary school one (1) rain coat and one (1) pair of boots. The District also agrees to supply two (2) raincoats and two (2) pairs of boots for the Maintenance Shop. The District agrees to provide six (6) shirts for each member of the unit each year. Employees shall be required to wear all District provided shirts. The District agrees to provide employees with their annual allotment of shirts no later than September 1 of each year. In the event that the District fails to meet the September 1 deadline, employees shall not be required to wear District provided shirts until the time when shirts are distributed to the employees. Effective in the 2000-2001 school year, the District will provide a shoe allowance of up to $100.00 per year. Employees will purchase work shoes and be reimbursed after submitting an appropriate receipt.
ARTICLE 15

Duration of Agreement

A. In the event either party desires to modify, amend, or change this Agreement, or terminate, the party desiring such modification, amendment or change shall notify the other in writing no later than March 1st, 2000.

The parties shall then commence negotiations within ten days thereafter.

B. This Agreement shall commence July 1, 2000 and continue in effect through June 30, 2004.

C.S.E.A. UNIT PRESIDENT

C.S.E.A. COLLECTIVE BARGAINING SPECIALIST

SUPERINTENDENT OF SCHOOLS

BOARD PRESIDENT

1/12/01

1/10/2001

1/10/04

1/17/01

DATE

DATE

DATE

DATE
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**MEMORANDUM OF AGREEMENT**

BY AND BETWEEN THE SUPERINTENDENT OF SCHOOLS AND BOARD OF EDUCATION OF THE SAUGERTIES CENTRAL SCHOOL DISTRICT, hereinafter "the District" and the SAUGERTIES TEACHERS' ASSOCIATION, ON BEHALF OF ALL REGISTERED NURSES, hereinafter "the Association";

WHEREBY, there is a Collectively Negotiated Agreement between the Saugerties Central School District and the Saugerties Central Schools Nurses' Association from July 1, 1996 - June 30, 2001; and

WHEREBY, the Saugerties Teachers' Association now represents all nurses;

NOW, THEREFORE, the District and the Association, hereby agree to revive and incorporate all of the provisions of the Collectively Negotiated Agreement between the District and the Saugerties Central Schools Nurses' Association, except as modified by the following provisions:

1. School nurses shall be eligible for the longevity payment effective in the STA Contract.

2. School nurses possessing a Bachelor's degree shall receive a salary differential of $500 to be paid in addition to their regular salary.

3. **Summer Work** - School nurses shall receive their hourly rate of pay when required to complete tasks outside the regular school year, such as but not limited to: sports physical data, immunization data. In addition, those nurses required to process the actual sports physicals shall be paid their hourly rate for all time worked as long as such tasks occur outside the regular school year.

4. **Salary** - In the 2001-02 school year, all registered nurses will receive an increase of 5% except for those who are currently earning $24,000 per year. The two nurses currently earning $24,000 who have been employed by the District for approximately one year will earn $25,800 in 2001-02. The nurse who was hired approximately three months ago will earn $25,000 in 2001-02. All nurses will receive increases of 4.5% in 2002-03 and 4.5% in 2003-04. The starting salary will be $24,000 in 2001-02 and $26,000 in 2002-03 and all years thereafter until further negotiations.

5. All nurses will be enrolled in the same health insurance plan as members of the STA (DEHIC PPO Plan), effective as soon as possible.

SO AGREED, this 3rd day of October, 2001, subject to ratification by the parties' respective constituencies, as recommended by their negotiating teams.

THE DISTRICT

BY: ____________________________

THE ASSOCIATION

BY: ____________________________