Contract Database Metadata Elements

Title: Croton-Harmon School District and Croton-Harmon School District Clerical Unit, CSEA, Local 1000 AFSCME, AFL-CIO, Westchester County Local 860 (2007)

Employer Name: Croton-Harmon School District

Union: Croton-Harmon School District Clerical Unit, CSEA, AFSCME, AFL-CIO

Local: Westchester County Local 860, 1000

Effective Date: 07/01/07

Expiration Date: 06/30/10

PERB ID Number: 4864

Unit Size: 17

Number of Pages: 32

For additional research information and assistance, please visit the Research page of the Catherwood website - http://www.ilr.cornell.edu/library/research/

For additional information on the ILR School - http://www.ilr.cornell.edu/
Agreement

By and Between

The Croton-Harmon School District

And

The Civil Service Employees Association, Inc.,
Local 1000
American Federation of State, County & Municipal Employees, AFL-CIO

For the Croton-Harmon School District Clerical Unit,
Westchester County Local 860

July 1, 2007 - June 30, 2010
Table of Contents

Introduction .................................................................................................................. 1
ARTICLE 1 .................................................................................................................... 1
  Recognition of Negotiating Unit .................................................................................. 1
ARTICLE 2 .................................................................................................................... 1
  Negotiation Procedures ............................................................................................... 1
ARTICLE 3 .................................................................................................................... 2
  Management Rights Clause .......................................................................................... 2
ARTICLE 4 .................................................................................................................... 2
  Organization of the Clerical Staff ................................................................................ 2
ARTICLE 5 .................................................................................................................... 4
  Working Hours and Conditions .................................................................................... 4
ARTICLE 6 .................................................................................................................... 5
  Evaluation .................................................................................................................... 5
ARTICLE 7 .................................................................................................................... 5
  Holidays ....................................................................................................................... 5
ARTICLE 8 .................................................................................................................... 5
  Vacation ....................................................................................................................... 5
ARTICLE 9 .................................................................................................................... 7
  Bereavement Leave ..................................................................................................... 7
ARTICLE 10 .................................................................................................................. 7
  Sick Leave and Sick Leave Bank ................................................................................. 7
ARTICLE 11 .................................................................................................................. 8
  Worker’s Compensation ............................................................................................... 8
ARTICLE 12 .................................................................................................................. 8
  Personal Leave ............................................................................................................ 8
ARTICLE 13 .................................................................................................................. 9
  Child Care Leave ........................................................................................................ 9
ARTICLE 14 .................................................................................................................. 10
  Conventions and Conferences, Jury Duty & Visitation Rights .................................... 10
ARTICLE 15 .................................................................................................................. 11
  Health Insurance ........................................................................................................ 11
ARTICLE 16 .................................................................................................................. 12
  Dental & Optical Programs .......................................................................................... 12
ARTICLE 17 .................................................................................................................. 13
  Retirement .................................................................................................................. 13
ARTICLE 18 .................................................................................................................. 14
  Life Insurance ............................................................................................................ 14
ARTICLE 19 .................................................................................................................. 14
  Disability Insurance .................................................................................................... 14
ARTICLE 20 .................................................................................................................. 14
  Tuition Reimbursement .............................................................................................. 14
ARTICLE 21 .................................................................................................................. 15
  Section 125 Plan ......................................................................................................... 15
<table>
<thead>
<tr>
<th>Article</th>
<th>Title</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>22</td>
<td>Labor-Management Committee</td>
<td>15</td>
</tr>
<tr>
<td>23</td>
<td>Maintenance of Membership</td>
<td>15</td>
</tr>
<tr>
<td>24</td>
<td>Salary Schedule</td>
<td>16</td>
</tr>
<tr>
<td>25</td>
<td>Payment of Salary</td>
<td>17</td>
</tr>
<tr>
<td>26</td>
<td>Effect of the Agreement</td>
<td>18</td>
</tr>
<tr>
<td>27</td>
<td>Review of Personal History Folder</td>
<td>18</td>
</tr>
<tr>
<td>28</td>
<td>Layoffs</td>
<td>19</td>
</tr>
<tr>
<td>29</td>
<td>Contracting Out</td>
<td>19</td>
</tr>
<tr>
<td>30</td>
<td>Grievance Procedure</td>
<td>19</td>
</tr>
<tr>
<td>31</td>
<td>Duration of Agreement</td>
<td>24</td>
</tr>
</tbody>
</table>
**Introduction**

In order to effectuate the provisions of Chapter 392 of the Laws of 1967 (the Public Employees' Fair Employment Act), to encourage and increase harmonious working relationship between the Croton-Harmon Board of Education (hereinafter referred to as the "Board") and its clerical staff members represented by the Civil Service Employees Association, Inc., Local 1000, American Federation of State, County, & Municipal Employees, AFL-CIO, for the Croton-Harmon School District Clerical Unit (hereinafter referred to as the "Association"), and to enable the clerical personnel to participate in and contribute to the development of policies affecting their unit, this agreement between the Board and the Association has been mutually drawn up and agreed upon.

**ARTICLE 1**

**Recognition of Negotiating Unit**

1.1 The Board of Education of the Croton-Harmon Schools, having determined that the Civil Service Employees Association, Inc., Local 1000, American Federation of State, County & Municipal Employees, AFL-CIO, for the Croton-Harmon School District Clerical Unit is supported by the majority of the clerical staff members of the school district, hereby recognizes the above association as the exclusive negotiating agent for the clerical staff members of the district. The Board and the CSEA agree, pursuant to Section 208 of the Civil Service Law, that CSEA shall have unchallenged representation status for the maximum period permitted by law.

The Board agrees not to negotiate with any clerical organization other than the aforementioned Association for the duration of this agreement.

**ARTICLE 2**

**Negotiation Procedures**

2.1 The Board and the Association shall enter into good faith negotiations over a successor agreement for the following school year no later than January 10th of the contract year.

2.2 Negotiations shall be conducted by a team not to exceed five members for the Board and a team not to exceed five members for the Association. During negotiations the Board and the Association shall present relevant data, exchange points of view, and make proposals and counter proposals. Each party shall, within reason, make available records, data and information in its possession which may be pertinent to a topic under negotiation.
2.3 Negotiated agreements shall be reduced to writing, but shall not become binding until signed by authorized representatives of both the Association and the Board.

2.4 An impasse in negotiations shall occur if the parties concur that they are at an impasse, or if they have failed to reach agreement on topics of negotiation by March 1st. In the event of impasse, a written statement of the nature of the impasse as the parties view it shall be circulated within one week to the members of the Board of Education and to the Board of Directors of the Association. Within one week after such circulation, a final negotiating session shall be held to attempt to reconcile differences. If the impasse persists, either party may request the appropriate Public Employment Relations Board to assist the parties to reach an agreement. Such mediation and fact-finding shall be governed by the provisions of Section 209 of the Civil Service Law. The conclusions and recommendations of the appropriate Public Employment Relations Board shall be advisory only, and shall not be binding on either the Association or the Board.

2.5 Negotiation meetings between the two parties shall normally be held sometime after the end of the normal work day. If a negotiation meeting involving the two parties should need to be held during a part of the normal working day, Association members directly engaged in negotiations shall be released from their normal duties, without loss of pay, not earlier than fifteen minutes prior to the beginning of the meeting.

ARTICLE 3

Management Rights Clause

3.1 The Association recognizes that the Board has the responsibility and authority to manage and direct on behalf of the public all the operations and activities of the school district to the full extent authorized by law. The exercise of these powers, rights, authority, duties and responsibilities by the Board and the adoption of such rules, regulations and policies as it may deem necessary, shall be limited only by the terms of this agreement.

ARTICLE 4

Organization of the Clerical Staff
4.1 The job classifications for present clerical staff employees shall be those listed below:

**Column D – Senior Stenographer**
- Senior Office Assistant Automated Systems

**Column C – Purchase Clerk**
- Payroll Clerk
- Senior Account Clerk

**Column B – Stenographer**
- Office Assistant – Automated Systems
- Typist

4.2 New Employees must fulfill all State Civil Service requirements for appointment to a job classification as designated on the salary sheet. Present clerical staff members who are promoted to a higher job classification must fulfill all State Civil Service requirements for appointments to the higher job classification.

4.3 Change of job classification for any member of the present clerical staff shall be approved by the Board of Education, in accordance with the rules and regulations of the Westchester County and New York State Departments of Civil Service. The Unit President or Vice President shall be notified five (5) working days prior to the School Board adopting a change of job classification.

4.4 The President and/or Vice President of the Clerical Unit shall be notified of any vacancies that occur during the school year and during the summer months prior to posting. This notification shall include the full salary range and complete job description for the posting within the District and be consistent with Civil Service requirements. In addition, all positions shall be posted ten (10) working days prior to filling the position. All present members of the clerical staff shall be given the opportunity to apply for such vacancies during the ten (10) day period.

4.5 The staff and line relationships among clerical staff members and other staff members shall be as provided in the District’s Chart of Organization. The administration of the clerical staff shall be the responsibility of the Superintendent of Schools, Business Official, and the Building Principals or Supervisors in accordance with the Chart of Organization.

4.6 The District shall provide to the Croton-Harmon Clerical Unit President a listing of all employees represented by the Clerical Unit showing the employee’s full name, home address, social security number, job title, membership status
and first date of employment. In addition, the District will notify the Unit President of all new unit hirees or unit employees who terminate employment with the District as they occur.

ARTICLE 5

Working Hours and Conditions

5.1 The regular workweek shall be 35 hours. The regular workday shall be seven hours which includes one 15-minute break in the morning and exclusive of a one-hour lunch period per day. Business hours will generally be between the hours of 8:00 a.m. and 5:00 p.m. Time and a half will be paid to all employees after 40 hours, and double time on Sundays and holidays.

5.2 Secretarial assignments shall be made, by the immediate supervisors, within the guidelines of these hours and to provide (maximum) coverage for these hours. Waiver of these prescribed hours shall be by consent of the School Business Official and/or Superintendent of Schools.

5.3 On those days when school is not in session, the working day shall be six hours for those employees who normally work a 7-hour day, and 4½ hours for those employees working a 5-hour day. This does not apply to those days when there is an early dismissal. The clerical staff will work a seven (7) hour day on Superintendent’s conference days and parent conference days.

5.4 Clerical staff are not expected to report to work on “snow days” and/or other “emergency closings”.

5.5 Ten-month employees serve from September 1 to June 30, and except for the time periods at the start of September and the end of June during which they are expected to report to work, all 10-month employees shall be required to report to work as per the work calendar as adopted by the Board of Education for the instructional staff.

5.6 New Summer Hours: Summer hours will begin the day after school closes. After the closing of school for the summer, the working hours will be Monday through Thursday, 7:30 a.m. to 3:00 p.m. or 8 a.m. to 3:30 p.m., and Friday, 7:30 a.m. to 11:30 a.m. or 8 a.m. to 12 p.m., following the same start time as during the school year. The normal work schedule will resume on the Monday of the week that the instructional staff returns. If a unit member has worked the Monday through Thursday summer hours and then takes Friday, it will be recorded as a half (½) day used.
ARTICLE 6

Evaluation

6.1 An evaluation procedure, using the current forms utilized by the Business Office, will be jointly developed and annually reviewed. The member will sign it indicating that it has been reviewed but such signature does not necessarily mean agreement with it. Evaluations shall be effective for the 7/1 to 6/30 school year, and shall be completed by the last working day in June of that school year for the 10-month clerical staff and by 7/31 of the following school year for the 12-month clerical staff.

ARTICLE 7

Holidays

7.1 The Unit shall have 14 guaranteed holidays and one (1) floating holiday. The floating holiday will be when school is not in session and shall be mutually selected by June of the previous year as the floating holiday for the entire unit. Effective 7/1/06, one of the 14 guaranteed holidays shall include the day the schools are closed to observe Martin Luther King Day.

7.2 The President of the Clerical Association and the District will meet after the school calendar is adopted to establish the contract holidays.

7.3 In addition to the contract holidays, employees shall not be required to work on any Jewish Holidays when school is not in session.

7.4 When possible, all employees will receive their holidays when scheduled in the contract. If the holiday falls on a day when school is in session, it will be rescheduled for a non-school session day.

ARTICLE 8

Vacation
8.1 Vacation schedule for 12-month employees will be outlined below in Section 8.1A through Section 8.1E.

A.
Ten (10) days vacation with pay will be granted after one year of uninterrupted service (July 1 to June 30) and each year thereafter up to five years of service.

B.
An employee beginning service sometime after July 1 will be allowed a pro-rated vacation for the first year.

C.
If employment is prior to January 1, the employee will be granted a full year credit toward the progressive vacation schedule.

D.
After the fifth year (in the sixth year) of uninterrupted service in the district, fifteen (15) days of vacation will be granted with pay and for each year thereafter up to ten (10) years.

E.
After the tenth (10) year (in the eleventh year) of uninterrupted service in the district, twenty (20) days of vacation with pay will be granted and for each year thereafter up to fifteen (15) years.

F.
After the fifteenth (15th) year (in the sixteenth year) of uninterrupted service in the district, twenty-two (22) days of vacation will be granted and for each year thereafter.

8.2 After one (1) year of uninterrupted service, vacation time will be pro-rated for an employee who leaves assuming satisfactory service. Two weeks notice shall be given for employees who are leaving employment (except due to disability retirement or serious illness).

8.3 Requests for vacation for all employees in the Association will be in writing and presented to the immediate supervisor for approval. Vacations are to be taken when school is not in session; however, reasonable requests for vacation days when school is in session will be given consideration by the immediate supervisor, the Business Official, and/or the Superintendent of Schools. The Administration shall make every effort to assure vacation requests are approved. If vacation day requests are not approved, the supervisor and employee will meet to arrange mutually agreeable alternate vacation dates within the school year.

8.4 Vacation days shall not be cumulative from year to year.

8.5 Uninterrupted service shall be considered as continuous service. A normal maternity shall be considered as uninterrupted service.
8.6 If an employee has used his (her) total sick leave, the employee can elect to apply earned but unused vacation days toward an absence due to illness.

8.7 Members of the Unit who have earned twenty (20) days or more of vacation can, with prior approval, take fifteen (15) days or more and be paid for the remainder.

8.8 Members with a limited amount of vacation time, with prior approval of their immediate supervisor, could go into deficit and borrow up to five (5) days, on the next year’s vacation. If such member left prior to earning the five (5) days, an adjustment would be made on the final paycheck.

**ARTICLE 9**

**Bereavement Leave**

9.1 Death leave for immediate family shall be five days, and in extenuating circumstances, extended as approved by the Superintendent of Schools. Immediate family shall be defined as children of employees, parent, husband, wife, sisters, brothers, or a permanent member of the employee’s household.

9.2 A period not to exceed three days shall be granted to an employee whose absence is caused by the death of a relative other than in the immediate family: an aunt, uncle, niece, nephew, sister-in-law, brother-in-law, parent-in-law, grandparent, or first cousin. In extenuating circumstances, the period may be extended with the approval of the Superintendent of Schools.

**ARTICLE 10**

**Sick Leave and Sick Leave Bank**

10.1 Sick leave to the extent of 1½ days per month for each month employed shall be allowed, cumulative to a maximum of 260 days. The District may require a doctor’s certificate after three days of continuous absence.

10.2 In case of sickness in the immediate family, as defined in Section 9.1 above, at the discretion of the Superintendent of Schools, an employee may be allowed five days leave to be deducted from cumulative sick leave.

10.3 Sick Leave Bank:
A. In order to provide sick leave coverage for Unit Members, who due to extended illness, have exhausted their accumulated sick leave, the parties hereby establish a sick leave bank.

B. Unit Members may donate or may be requested to donate a portion of their sick leave, not to exceed five (5) days per annum, to the sick leave bank.

C. Sick leave days shall be authorized and deducted from the sick leave bank for use by members whose sick leave has expired only upon the approval of the Association and the Superintendent of Schools.

D. The sick leave bank shall not accrue sick leave days from year to year.

E. In case of an extended illness beyond the limits of the schedule, additional sick leave may be granted by the Superintendent of Schools.

**ARTICLE 11**

**Worker’s Compensation**

11.1 Any employee who is necessarily absent from duty because of occupational injury or disease as defined by the Worker’s Compensation Law, may, pending adjudication of the case, and while said disability renders the employee unable to perform the duties of the position, be granted leave with full pay for a period not to exceed six (6) months (exclusive of accumulated sick leave and other time credits). Vacation, personal leave, and sick leave credits shall not be earned for periods when an employee is on such leave with pay. Should the disability persist beyond this period, any accumulated sick leave and other time credits may be used. When all earned credits have been exhausted, such employee may then be granted a leave of absence without pay. Upon return to active duty, such employee shall be re-credited with sick days used representing that proportion of the dollar amount of credits returned to the district by the Workers Compensation carrier for the period of absence as a result of workers compensation incident.

**ARTICLE 12**

**Personal Leave**

12.1A Up to three days of personal leave per year shall be granted without salary deduction, in order for clerical staff members to meet personal obligations. Personal leave is to be used for personal business which cannot be
conducted after work hours. Except in unusual circumstances, personal leave days may not be used to extend holidays in the school calendar. Request for personal days need not be accompanied by a reason except when requested before or after a holiday; and except for extenuating circumstances, all requests must be made in advance and approved by the Superintendent of Schools. Such requests for personal leave will not be unreasonably denied. Unused personal leave days will be added to sick leave credits.

12.1B After the exhaustion of personal leave days, two additional days for family illness and/or special situations will be allowed for each employee upon written request to the Business Official. Unused family/special situation leave days will be added to sick leave credit.

12.1C Effective 7/1/05 Personal Leave shall be prorated (in full day increments) for members in the first year of employment if the member starts after July 1st of any school year.

12.2 An employee may request a leave of absence without pay by making a written request to the Superintendent of Schools. It is understood that such leave approval is at the discretion of the Superintendent of Schools.

ARTICLE 13

Child Care Leave

13.1 Clerical employees covered by this agreement can apply for up to 12-month childcare leave without pay, subject to approval of the Superintendent of Schools.

Application for such leave shall be made at least 30 days prior to the intended commencement of such leave. Application for such leave shall include the dates requested for both commencement and return from such leave.

Subject to the approval of the Superintendent of Schools, such leave can be extended for up to a second year provided such request is made at least 90 days prior to the termination of the first period of requested leave.

Employee must notify the district of intent to return no less than 90 days prior to the date of return.

Upon return, the staff member will return to the same position unless it no longer exists. Civil Service laws and regulations relative to bumping rights will apply.
After returning from childcare leave, employee will return to the same place on the salary schedule if the employee worked less than half of the preceding year. The employee will move to the next step if he/she worked more than half of the preceding year.

The employer agrees that granting childcare leave shall not result in loss of seniority already accrued in any area where seniority is a criteria.

It is understood that the provisions of Article 13 above can also apply in cases of adoption.

13.2 Effective 7/1/05, members do not accrue sick and vacation days during an unpaid child care leave.

ARTICLE 14

Conventions and Conferences, Jury Duty & Visitation Rights

14.1 The President or appointed delegate will be allowed time off with pay to attend CSEA Conventions and Conferences, but in no instance will it be more than eight (8) days in any school year.

14.2 Leaves shall be granted without salary deduction when necessary for serving on jury duty. An employee serving on jury duty shall receive his or her regular daily salary. The employee shall remit directly to the Board of Education the daily fee received for each day's jury service at the conclusion of all service. The employee shall not remit expense money paid for jury service.

14.3 The President of the Westchester Local of CSEA or the designated Field Representatives shall have the right to visit the facilities of the employer for the purpose of adjusting grievances and administration of this agreement.

14.4 Employees elected or designated as representatives of the unit shall, with prior approval of the Supervisor, be given a reasonable amount of time free from their duties without loss of pay to adjust grievances and maintain administrative rights of the agreement. Requests for approval shall not be arbitrarily denied.
ARTICLE 15  

Health Insurance

15.1A For those who were unit members as of 6/30/90, the District shall pay 100% of the premium level towards the purchase of health, surgical, prescription drug, and major medical insurance for employee and dependents.

15.1B Effective 7/1/06, all unit members hired prior to 7/1/90 shall contribute $200 per year for individual health insurance coverage and $300 per year for family health insurance coverage.

15.1C Effective 7/1/06, all unit members who were hired after 6/30/90 shall contribute $300 per year for individual health coverage and $500 per year for family health insurance coverage.

15.1D Effective 7/1/08, all unit members shall contribute $450 per year for individual health coverage and $650 for family health insurance coverage.

The District shall provide the above health insurance coverage and provide benefits of an HMO option. In the event the employee chooses the HMO option, the employee shall pay the difference, if any, between the cost for the HMO and the cost of the basic plan premium rates.

In the event these benefits are altered, the union shall have the right to proceed to Article 30, Section D.

15.2 This provision applies only to those clerical staff members in positions covered by the bargaining unit who were on staff prior to and on 6/30/92. If a clerical member covered under this contract who meets the above stated criteria notifies the district in writing four months in advance of the employee’s intention to retire and said clerical staff member is eligible to receive retirement benefits from New York State at the time of said retirement, the district will continue to provide the same health insurance provided to active members of the unit, the cost of which shall be paid entirely by the Board.

15.3 As of 7/1/07, unit members hired on or after 6/30/92 shall be entitled to the following health insurance coverage benefit on retirement from the Croton Harmon Schools and through the NYSERS:

The District shall contribute the following percentages toward health insurance premiums for retirees:
For Individual Coverage – 50% contribution after 8 years of service in the unit.
60% contribution after 10 years of service in the unit.
65% contribution after 15 years of service in the unit.

For Family Coverage – 35% of the difference between the family and individual coverage after 8 years of service in the unit.

For unit members hired on or after 7/1/05, shall be entitled to the following health benefits on retirement from the Croton Harmon School District and through the NYSERS:

The District shall contribute these percentages toward health insurance premiums for retirees:

For Individual Coverage – 50% after 8 years of service in the unit.

For Family Coverage – 35% of the difference between the family and the individual premium for health insurance coverage after 8 years of service in the unit. Service shall be counted only when in the unit but need not be continuous.

**ARTICLE 16**

**Dental & Optical Programs**

16.1 The District shall provide, at no cost to the employee, the CSEA Employee Benefit Fund Individual or Family DUTCHESS dental plan.

16.2 The District agrees to provide, at no cost to the employee, the CSEA EBF family GOLD optical plan.

16.3 The District agrees that the retirees of the Croton-Harmon School District shall be eligible for the CSEA sponsored Dental Insurance Program offered the retirees at no cost to the District.
ARTICLE 17

Retirement

17.1 Non-Contributory “20 Year Career” Plan (Section 75-I)

Effective July 1, 1978, the district’s eligible employees will be covered by section 75-I of the New York State Employees Retirement System. A copy of 75-I is available at the District Office for review.

17.2 Application of Unused Sick Leave

Application of unused sick leave as additional service credit upon retirement, (Section 41j) is governed by the benefits granted by the New York State Employees Retirement System. This would apply to members for whom the earning and accumulation of sick leave was (prior to the members’ retirement) authorized by law, rule, regulations, written order or written policy. Allowable unused sick leave credit would be limited to one hundred sixty-five (165) days and applied as additional service credit on a calendar day basis (i.e., one hundred sixty-five (165) days – approximately five and one half (5\frac{1}{2}) months).

17.3 Death Benefits (Benefits are governed by the New York State Employees Retirement System.)

1. For Employees Enrolled Prior to July 1, 1973

Guaranteed minimum death benefit of three (3) times annual rate pay (rounded to the next higher multiple of one thousand ($1,000) dollars, but limited to twenty thousand ($20,000) dollars. (Section 60b and 360b). This guaranteed minimum death benefit would be applicable to members who were employed on December 31, 1970; were below age sixty (60) when they began the employment; and had at least ninety (90) days of continuous service immediately preceding death. This guaranteed minimum death benefit would be paid to such eligible persons in place of the regular death benefit when the regular ordinary death benefit would not be greater.

2. For Employees Enrolled On/And After July 1, 1973

At time of enrollment into the retirement system, the Employee chooses the death benefit.

a. Death Benefit One
One (1) month’s salary for each full year of service up to a maximum of three (3) years salary upon the completion of thirty-six (36) full years of service. No benefit paid after retirement.

b. Death Benefit Two

After one (1)-year of service, benefits will equal the annual salary. After two (2) years of service, benefit will equal two (2) times annual salary. After three (3) years of service, benefit will equal three (3) times annual salary. However, the benefit is subject to the limitations provided in Section 448 of the Retirement Law.

17.4 The District shall pay for each accumulated sick day beyond 100 and up to a maximum of 145 days the rate of $60.00 per day to any member of the unit at the time of his or her retirement. In the event that the employees dies while in service, said employee’s beneficiary or estate will receive the amount of unused sick leave payout.

ARTICLE 18

Life Insurance

18.1 The district will provide life insurance in the amount of $25,000 for each covered employee.

ARTICLE 19

Disability Insurance

19.1 The district agrees to provide to all employees the New York State Disability Program.

ARTICLE 20

Tuition Reimbursement

20.1 Upon ratification of this agreement, the district will provide that for employees covered by this agreement, and with prior approval from the Superintendent of Schools, employees can receive reimbursement for courses taken that are relevant to their position in the amount of $250. This would apply on a first come first served basis. Total reimbursement for the unit cannot
exceed $1,500 during any fiscal year. Covered staff members would have to submit documentation indicating successful completion of the course(s).

**ARTICLE 21**

**Section 125 Plan**

21.1 The clerical unit will be able to fully participate in the district sponsored Section 125 plan, as long as such plan exists in the district. All members of the bargaining unit may enroll during the single open enrollment period each year, which currently has a plan year that begins in January.

**ARTICLE 22**

**Labor-Management Committee**

22.1 The district and union will form a Labor-Management Committee that will meet periodically to address issues or concerns that may arise for the clerical unit during the course of this agreement.

**ARTICLE 23**

**Maintenance of Membership**

23.1 The district agrees that all persons who are, or become members within 30 days following the signing of the agreement, shall either maintain their membership in the Association or have an amount equal to the Association dues deducted from their regular paychecks as per the procedure established for members of the Association, for the duration of this contract. The Association shall certify to the district the names of employees for whom such payroll deductions shall be made as per current procedures for membership deductions.

23.2 The School Board shall deduct from the wages of the employees and remit to CSEA regular membership dues and insurance premiums as agreed upon for those employees who sign authorization permitting such payroll deductions. 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.
ARTICLE 24
Salary Schedule

24.1 Advancement from one step to the next higher step of the salary schedule shall be automatic on July 1st of each year provided the following three conditions are met:

A. The employee's service has been evaluated as satisfactory.

B. The employee has fulfilled Civil Service requirements for the classification he (she) holds, or has made every effort to fulfill such requirements.

C. The employee has been on the payroll in a classified position prior to January 1 of the same year.

24.2 The Board of Education may grant credit as follows for experience prior to employment in the Croton-Harmon Schools in determining the placement of new employees on the salary schedule:

A. Full credit for up to five years experience relative to the position being applied for.

B. The above in no way shall inhibit the Board from giving full credit for prior experience.

24.3 Clerical staff members employed on a ten-month basis shall be paid at 5/6 of the salary for the step upon which they are placed.

24.4 In the event that summer clerical substitution is needed, first consideration for these assignments shall be made from our current ten-month employees. The CSEA will provide the District Office by June 15 of each year a list of 10-month clerical employees and the dates on which they would be available if needed for summer employment.

24.5 Effective 7/1/07, Column A of the salary schedule will be eliminated and those unit members on Column A will be advanced to Column B.

   Effective July 1, 2007, Steps 1-7 shall receive an increase of 3.25%;
   Effective July 1, 2008, Steps 1-7 shall receive an increase of 3.50%;
   Effective July 1, 2009, Steps 1-7 shall receive an increase of 3.50%.

The salary schedules for 2007/08, 2008/09 and 2009/2010 are attached as Appendix A.
Any employee due an increment or longevity shall be advanced according to Section 24.1.

24.6 As indicated in Appendix A Longevity increments based on years of service in the District shall be:

**Effective 7/1/07**

<table>
<thead>
<tr>
<th>Years</th>
<th>Increment</th>
</tr>
</thead>
<tbody>
<tr>
<td>After 9</td>
<td>$800</td>
</tr>
<tr>
<td>After 14</td>
<td>$700</td>
</tr>
<tr>
<td>After 19</td>
<td>$700</td>
</tr>
<tr>
<td>After 24</td>
<td>$800</td>
</tr>
</tbody>
</table>

The longevity increment will become part of the annual salary for the following year, and are cumulative. Longevity for 10-month employees covered under this contract shall be equal to the full dollar amount that is listed above and will be added to the prorated salary on Step 7.

24.7 Ten (10) month unit members hired after 7/1/05 shall receive prorated longevity payments from the District.

24.8 Effective 12/1/05, Unit members shall receive a Chaperone fee at the rate of $60 per event.

**ARTICLE 25**

**Payment of Salary**

25.1 The regular annual salary of clerical staff members employed on a 12-month basis shall be paid in 26 equal bi-weekly payments according to a payroll set by the Superintendent of Schools each year.

25.2 The regular annual salary of clerical staff members employed on a 10-month basis shall be paid in 21 equal bi-weekly payments according to a payroll schedule set by the Superintendent of Schools each year.

25.3 The parties agreed to a re-opener of this article of the collective bargaining agreement during the 2005/2006 school year to discuss the changing to and the implementation of utilizing a semi-monthly payroll.
ARTICLE 26
Effect of the Agreement

26.1 This Agreement may be altered or modified only through the voluntary, mutual consent of the two parties in a written and signed amendment to this agreement. Before the Board adopts a change in policy which affects wages, hours, or any other condition of employment which is not covered by the terms of this Agreement, and which has not been proposed by the Association, the Board shall notify the Association in writing that it is considering such a change. The Association shall have the right to negotiate such items with the Board provided that it files such a request with the Board within ten (10) calendar days following receipt of such notice.

26.2 This Agreement shall supersede any rules, regulations or practices of the Board of Education 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 of Education.

26.3 Any individual arrangement, agreement or contract between the Board of Education and an individual clerical employee, previously executed, shall be subject to and consistent with the terms and conditions of this Agreement, and any future individual arrangement, agreement or contract shall be expressly made subject to and consistent with the terms of this or subsequent agreements.

26.4 If any provision of this Agreement or any application of the Agreement to any clerical staff member, or group of clerical staff members, shall be found contrary to law, then such provision or application shall not be deemed valid and binding except to the extent permitted by law, but all other provisions shall continue in full force and effect.

26.5 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 27
Review of Personal History Folder

An employee shall have the opportunity to review his or her personal history folder upon three (3) working days notice to the District, and said
employee, at his or her option, may be accompanied by his or her union representative.

ARTICLE 28

Layoffs

Layoffs and reductions in the work force shall be according to Section 80, 80A, and 81 of the New York State Civil Service Law. Employer agrees that all Temporary Casual, Per Diem, Provisional and Probationary employees holding the same job title as a permanent employee whose title has been eliminated shall be terminated first before a permanent employee holding the same job title is put on layoff.

ARTICLE 29

Contracting Out

There shall be no loss of employment by permanent employees as a result of the district's right to exercise contracting out for services.

ARTICLE 30

Grievance Procedure

A. The primary purpose for the procedure set forth in this Article is to secure, at the lowest possible level, equitable solutions to problems arising from the interpretation of the Agreement. A grievance shall mean any alleged violation, misrepresentation, failure or omission to carry out the express terms of this contract. A grievance must be filed no later than twenty (20) school days (days which school is in session) after the date on which the act or omission giving rise to the grievance has occurred. Both parties agree that proceedings shall be kept as informal and confidential as possible. Every reasonable attempt shall be made by the aggrieved to discuss and resolve the grievance informally with her (his) immediate supervisor. This article in no way limits the right of a member having a grievance to discuss the matter informally with an appropriate member of the administration. If, following such discussion, the aggrieved considers the matter inadequately resolved, she (he) may proceed to Level One.

B. Level One – The aggrieved shall meet with a Grievance Committee, designated by the Association, to formulate a written statement of the problem.
A meeting shall be scheduled with the immediate supervisor within five working days to discuss, clarify, and attempt to resolve the grievance. If an agreement is reached, a written copy of the decision shall be drawn up, signed by the immediate supervisor, the aggrieved and the committee. If a mutually satisfactory solution is not reached, the committee shall, within five working days:

1. Recommend that the matter be terminated, or
2. Transmit a written statement of the problem to the Superintendent of Schools and proceed to Level Two.

C. Level Two – The Superintendent of Schools shall, within ten working days after he/she receives a written statement of the problem, meet with the grievance committee, unit’s Field Representative and the aggrieved party. Within ten (10) working days after such meeting, the Superintendent shall issue a written statement of his/her decision to the aggrieved party and Unit President. In the event the grievance is denied, such written statement shall indicate that the entire School Board has been made aware of the denial.

If the Union is not satisfied with the written statement, it may then proceed to Level Three.

D. Level Three – Either the Union or the district may file with the other party and with the Public Employment Relations Board a notice of intention to submit the grievance to an arbitrator for a binding decision. The parties shall within ten (10) working days of such notice, select an arbitrator by mutual agreement. In the event the parties are unable to mutually agree upon the selection of an arbitrator, an arbitrator shall be selected from those provided by the Public Employment Relations Board. If one is not available from this source, one shall be selected by the parties upon application to and in accordance with the rules of the American Arbitration Association.

The Arbitrator shall issue his decision not later than twenty calendar days from the date of the closing of the hearings, or if oral hearings have been waived, from the date of transmitting the final statements and proofs of the arbitrator. The decision shall be in writing and shall set forth the arbitrator’s opinions and conclusions on the issues submitted.

E. The expense of arbitration shall be borne equally by the Association and the Board.

F. A party in interest may be represented at all meetings and hearings at all steps and stages of the grievance and arbitration procedure by another person. When the aggrieved is not represented by the Association at Level One, the Association shall have the right to be present and to state its views at all stages of grievance processing beginning at Level Two.

G. There shall be no reprisals of any kind by supervisory or administrative personnel taken against any party in interest or the members of the designated Grievance Committee or any other participant in the procedure set forth herein by reason of such participation.
H. Forms for filing grievances, making reports and recommendations, and other necessary documents shall be prepared and given appropriate distribution by the Superintendent of Schools.
I. This procedure is not intended to substitute for other grievance procedures provided by law.
## 2007-08 Salary Schedule

### Clerical

<table>
<thead>
<tr>
<th>Salary Step</th>
<th>Sten, Office Ass</th>
<th>PrchClk, PayClk</th>
<th>Sr. Sten, Sr. Of</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>$36,444.00</td>
<td>$38,027.00</td>
<td>$38,070.00</td>
</tr>
<tr>
<td>2</td>
<td>$38,303.00</td>
<td>$40,028.00</td>
<td>$40,213.00</td>
</tr>
<tr>
<td>3</td>
<td>$40,169.00</td>
<td>$42,032.00</td>
<td>$42,354.00</td>
</tr>
<tr>
<td>4</td>
<td>$42,020.00</td>
<td>$44,031.00</td>
<td>$44,503.00</td>
</tr>
<tr>
<td>5</td>
<td>$43,883.00</td>
<td>$46,036.00</td>
<td>$46,648.00</td>
</tr>
<tr>
<td>6</td>
<td>$45,746.00</td>
<td>$48,040.00</td>
<td>$48,790.00</td>
</tr>
<tr>
<td>7</td>
<td>$50,627.00</td>
<td>$53,138.00</td>
<td>$54,108.00</td>
</tr>
<tr>
<td>Salary Step</td>
<td>Sten,Office Ass</td>
<td>PrchClk, PayClk</td>
<td>Sr. Sten, Sr. Of</td>
</tr>
<tr>
<td>-------------</td>
<td>----------------</td>
<td>----------------</td>
<td>-----------------</td>
</tr>
<tr>
<td>1</td>
<td>$37,720.00</td>
<td>$39,358.00</td>
<td>$39,403.00</td>
</tr>
<tr>
<td>2</td>
<td>$39,644.00</td>
<td>$41,429.00</td>
<td>$41,621.00</td>
</tr>
<tr>
<td>3</td>
<td>$41,575.00</td>
<td>$43,504.00</td>
<td>$43,837.00</td>
</tr>
<tr>
<td>4</td>
<td>$43,491.00</td>
<td>$45,573.00</td>
<td>$48,061.00</td>
</tr>
<tr>
<td>5</td>
<td>$45,419.00</td>
<td>$47,648.00</td>
<td>$48,281.00</td>
</tr>
<tr>
<td>6</td>
<td>$47,348.00</td>
<td>$49,722.00</td>
<td>$50,498.00</td>
</tr>
<tr>
<td>7</td>
<td>$52,399.00</td>
<td>$54,998.00</td>
<td>$56,002.00</td>
</tr>
</tbody>
</table>
2009-10 Salary Schedule as defined in the 2007-08 school year.

### Clerical

<table>
<thead>
<tr>
<th>Salary Grade</th>
<th>Sten, Office Ass</th>
<th>PrchCik, PayCik</th>
<th>Sr. Sten, Sr. Of</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>$39,041.00</td>
<td>$40,736.00</td>
<td>$40,783.00</td>
</tr>
<tr>
<td>2</td>
<td>$41,032.00</td>
<td>$42,880.00</td>
<td>$43,078.00</td>
</tr>
<tr>
<td>3</td>
<td>$43,031.00</td>
<td>$45,027.00</td>
<td>$45,372.00</td>
</tr>
<tr>
<td>4</td>
<td>$45,014.00</td>
<td>$47,169.00</td>
<td>$47,674.00</td>
</tr>
<tr>
<td>5</td>
<td>$47,009.00</td>
<td>$49,316.00</td>
<td>$49,971.00</td>
</tr>
<tr>
<td>6</td>
<td>$49,006.00</td>
<td>$51,463.00</td>
<td>$52,266.00</td>
</tr>
<tr>
<td>7</td>
<td>$54,233.00</td>
<td>$56,923.00</td>
<td>$57,963.00</td>
</tr>
</tbody>
</table>
1. Side Bar letter from the District regarding Medicare Part B coverage for retired employees. Currently being worked on by Kathy Ryan.
ARTICLE 31

Duration of Agreement

31.1 This agreement shall become effective on July 1, 2007 and shall continue in full force and effect until June 30, 2010.

31.2 In the event either party wishes to amend this agreement, notice may be given by December 1 of each year during the life of this Agreement. Negotiations concerning such proposed amendments shall proceed in accordance with the provisions of the Negotiation Procedure of this Agreement. Amendments resulting from such negotiations shall take effect beginning the following July 1 or at such other time as may be mutually agreeable.

Civil Service Employees Association
Local 1000, American Federation of State County & Municipal Employees,
AFL-CIO, for the Croton-Harmon School District Clerical Unit

By: [Signature]
Negotiating Committee

[Signature]

By: [Signature]
School Business Official

By: [Signature]
Labor Relations Specialist

Dated this 21st day of May, 2008
The district and bargaining unit agree that members of the unit who have worked in the Croton-Harmon UFSD for at least one full school year as a 10-month clerical employee shall be able to use one year's vacation time in their first year as a 12-month clerical employee as if it were accrued on a 12-month employment basis if the clerical position is changed from a 10-month to a 12-month status by the district.

The rate of accrual (based on years of uninterrupted service in the district) will follow the contract accrual rate for 12-month positions. This change will be effective July 1, 2002, and is not retroactive prior to that date.

by Marjorie Castro
Superintendent of Schools

Dated 12/17/02

by Kathy Kooney
President, CSEA Clerical Unit

Dated 12/19/02