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Union: Hudson City School District Educational Secretaries Association Unit, CSEA, AFSCME, AFL-CIO

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

by and between the

BOARD OF EDUCATION

of the

HUDSON CITY SCHOOL DISTRICT

and

CSEA, Local 1000 AFSCME, AFL-CIO

Hudson City SD Educational Secretaries Assoc. Unit
Columbia County Local 811

July 1, 2006 - June 30, 2010
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<td>12</td>
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</tbody>
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ARTICLE I
PREAMBLE

The Board of Education of the HUDSON CITY SCHOOL DISTRICT, Hudson, New York, (hereinafter referred to as the "Employer") and the CIVIL SERVICE EMPLOYEES ASSOCIATION, INC., Local 1000, American Federation of State, County and Municipal Employees, AFL-CIO, Columbia County Local 811 representing the EDUCATIONAL SECRETARIES ASSOCIATION (hereinafter referred to as the "Union") as defined in Article III mutually declare the policy that in order to promote harmonious labor relations between the Employer and the employees, the principle of collective bargaining is to be employed pursuant to the New York State Public Employees Fair Employment Act and that no Article or Section in this contract is to be construed to be in any violation of New York State Law. Both parties to this Agreement, furthermore, affirm that public employment is to be regarded as a life-long career and that, as such, the terms, conditions of employment and the working conditions shall be of the highest caliber to attract and maintain in employment the best personnel available, and that will best serve the students and community.

ARTICLE II
RECOGNITION

SECTION 1:

The Employer has recognized the Union as the sole and exclusive bargaining agent for all of the employees in the unit described in Article III of this Agreement for the maximum period permitted under the statute.

SECTION 2:

The Employer shall deduct from the wages of the employees and remit to the Union membership dues and premium deductions for Group Insurance and Mass Merchandized Automobile and Homeowners Insurance policies sponsored by the Union or a Disability Insurance Program set up by the Union for those employees who sign authorizations permitting such deductions in the manner and form mutually agreeable.

SECTION 3:

The Employer agrees to remit said deductions at least monthly to the CSEA, Inc., 143 Washington Avenue, Albany, New York 12210, or at an address it may otherwise designate.

SECTION 4:

The Employer agrees that the Union shall have exclusive dues deductions and that no other employee organization or union shall be permitted membership dues deductions.
SECTION 5:

The Employer agrees to furnish the Union with a complete listing of the names, home addresses, work locations and job titles of all the employees in the negotiating unit on a quarterly basis and, furthermore, will furnish the same information for new employees, employees who are promoted or transferred and a listing of all employees terminated. This information will also be provided on a quarterly basis.

SECTION 6:

The Union assumes responsibility for the disposition of such funds so deducted, once they are turned over to the Union.

SECTION 7:

In making deductions pursuant to this Section, the District assumes no responsibility for the amount deducted or whether a deduction for a particular employee was authorized. The Union shall hold the District harmless for damage and expenses, including legal fees, resulting from those deductions.

SECTION 8:

For the purpose of this Agreement, the term "employee" shall mean, unless otherwise specified, only permanent, probationary or provisional.

SECTION 9:

All employees shall pay an Agency Shop Fee. The District shall deduct from the salaries of those members of the bargaining unit who are not members of the Union, other than substitutes and summer employees, a service fee (Agency Fee) no more than the total amount of annual per capita dues paid by the members of the Union.

ARTICLE III
COLLECTIVE BARGAINING UNIT

SECTION 1:

The Employer agrees that all of its Clerical and Secretarial, including but not limited to the following positions, shall be included in the bargaining unit: Administrative Assistant, Clerk/Typists, Account Clerks, Clerks, Stenographers, and Senior Stenographers.

SECTION 2:

The recognition shall exclude, as a consent Agreement, the School Business Official, the secretaries of the Superintendent, Resource Manager, School Business Official and Senior Account
Clerk (for Budget Development). It is agreed that those employees excluded from the bargaining unit shall be eligible for membership in the Union, shall be entitled to all other benefits of membership, and shall receive at least comparable benefits of membership to those included in this Agreement.

SECTION 3:

The District will update the listing of titles covered by this contract.

ARTICLE IV
NO STRIKE CLAUSE

The Union affirms that it does not assert the right to strike against the Employer, to assist or participate in any such strike or to impose an obligation upon its members to conduct, assist or participate in such a strike.

ARTICLE V
SALARIES AND WAGES

The Salary Schedule shall be attached to the contract as Appendix A. The schedule shall apply to those employees when they begin their second year of employment.

SECTION 1:

Salary schedules shall be increased as follows:

- Effective July 1, 2006: 3.5%
- Effective July 1, 2007: 4%
- Effective July 1, 2008: 4.25%
- Effective July 1, 2009: 4.25%

In order to be eligible for any retroactive salary increase, an employee must be an active employee at the time of ratification of this agreement, November 19, 2007, or have retired from the District since the expiration of the predecessor contract.

Employees hired on or after November 19, 2007, shall receive 90% of base rate for their first full year of employment; 95% of base rate for their second full year of employment; and 100% of base rate starting in the employee's third year of employment.
SECTION 2:

All incumbent employees shall receive the above salary increases. Incumbent is an employee who is hired ninety (90) days before the expiration of the current fiscal year. Those hired less than ninety (90) days prior to July 1 will move to the higher starting salary rate effective on July 1. Starting salaries for new titles and/or positions established during the life of the present Agreement shall be subject to negotiations.

SECTION 3 - UNIFORM ALLOWANCE:

In each year of this Agreement, an additional $400 will be added to the clerical salary scales in lieu of uniform allowances (See Appendix A).

SECTION 4 - LONGEVITY:

The following payment for years of service in the District will apply on the anniversary of each employee: There will no pyramiding.

<table>
<thead>
<tr>
<th>Years</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>After 5 years</td>
<td>$550 will be added to annual salary yearly</td>
</tr>
<tr>
<td>After 10 years</td>
<td>$700 will be added to annual salary yearly</td>
</tr>
<tr>
<td>After 15 years</td>
<td>$1,000 will be added to annual salary yearly</td>
</tr>
<tr>
<td>After 20 years</td>
<td>$1,500 will be added to annual salary yearly</td>
</tr>
<tr>
<td>After 25 years</td>
<td>$2,000 will be added to annual salary yearly</td>
</tr>
<tr>
<td>After 30 years</td>
<td>$2,500 will be added to annual salary yearly</td>
</tr>
</tbody>
</table>

It is agreed that anyone, who as of July 1, 2006 passed more than one threshold, will only be entitled to receive the increase of the higher threshold.

SECTION 5:

When an employee transfers within the District from any job title, credit for years of service toward longevity will be carried with said employee.

SECTION 6:

The District agrees to pay an additional $250 over normal salary to any bargaining unit member who holds or obtains an Associate’s Degree from an accredited college or university. For those who hold or obtain a Bachelor’s Degree, the additional payment is $300. There is no pyramiding.
SECTION 7:

Credit for prior service of not more than 5 years may be granted to a new employee. Said employee shall not be paid more than the base rate of an incumbent of equal service excluding longevity pay.

ARTICLE VI
PREMIUM PAY

SECTION 1:

The Employer agrees to pay all employees at the rate of time and one-half their regular hourly rate of pay for hours worked in excess of eight (8) hours per day, provided forty (40) hours are worked in the week inclusive of approved leave. Such payments shall be in monetary compensation. Overtime is to be distributed by seniority, within building, shift and job classification.

SECTION 2:

Employees required to work on a holiday defined in the Agreement shall be paid at twice (2X) the hourly rate of pay for time worked, in addition to their regular day’s pay.

SECTION 3:

An employee “called out” to work overtime shall receive a minimum of three (3) hours pay (straight time), or the premium rate applicable for the actual time worked, whichever is greater.

SECTION 4:

If employees are scheduled for four (4) hours overtime after their regular work day, the employees shall be allowed one (1) hour, without pay, for a meal prior to starting the overtime.

SECTION 5:

Annual leave, sick leave, personal leave and holidays shall be considered as hours actually worked for the computation of overtime pay.

ARTICLE VII
WORK DAY, WORK WEEK, WORK YEAR

SECTION 1: Clerical

A. Salary is based upon twenty-six (26) pay days per fifty (50) week work year. The normal week shall consist of five (5) consecutive seven (7) hour days Monday through Friday.
B. An employee on this schedule will have off one (1) week during the Christmas Recess and one (1) week during the Spring/Easter Recess. If it is deemed essential by the immediate supervisor that an employee's services are required during any of the recesses, those employees will be paid at their regular rate of pay and should be notified at least two (2) weeks in advance, except in an emergency.

C. Work day is defined as seven (7) hours per day when the children are in attendance and six (6) hours per day when the children are not in attendance. These provisions are subject to change at the District’s discretion should an emergency arise.

ARTICLE VIII
HOLIDAYS

SECTION 1:

All employees shall receive thirteen (13) paid holidays per year. Part time employees shall receive on a pro-rated basis, any holidays observed while they are employed. Employees having to work on a holiday shall receive premium pay for such work of twice (2X) their regular hourly rate, in addition to their regular day's pay.

SECTION 2:

Nothing shall be construed as preventing the Employer from granting additional holidays, so long as they apply to all employees in the bargaining unit.

SECTION 3:

Holidays to be observed are as follows:

<table>
<thead>
<tr>
<th>Independence Day</th>
<th>New Year's Day</th>
</tr>
</thead>
<tbody>
<tr>
<td>Labor Day</td>
<td>Martin Luther King's Birthday</td>
</tr>
<tr>
<td>Columbus Day</td>
<td>Mid-Winter Recess</td>
</tr>
<tr>
<td>Veterans' Day</td>
<td>Washington's Birthday</td>
</tr>
<tr>
<td>Thanksgiving Day (2 days)</td>
<td>Good Friday</td>
</tr>
<tr>
<td>Christmas Day</td>
<td>Memorial Day</td>
</tr>
</tbody>
</table>

SECTION 4:

The holiday during mid-winter recess shall be on a Monday or Friday to extend a weekend and shall be mutually agreed upon when the school calendar is made up.

SECTION 5:

An additional floating holiday will be granted. Request for this holiday must be submitted to the immediate supervisor at least two weeks in advance.
ARTICLE IX
VACATION

SECTION 1:

After one (1) year of full-time employment, an employee will be entitled to one (1) week’s vacation with pay. When an employee is appointed between September and June, that employee will be entitled to a pro-rated vacation during July and August based on the number of months served prior to July 1.

A second week of vacation will be granted upon completion of two (2) full years of service.

A third week of vacation will be granted upon completion of five (5) full years of service.

A fourth week of vacation will be granted upon completion of ten (10) full years of service.

SECTION 2:

If a holiday (i.e. Independence Day) falls during a vacation period, an additional day off shall be granted.

SECTION 3:

Vacations shall be taken on the basis of seniority. With prior approval, employees may take their vacations at any time during the school year, where feasible.

SECTION 4:

When employees have served more than one (1) year in the District then terminates their service, those employees will be entitled to payment pro-rated for any accumulated vacation time.

SECTION 5:

Accrued vacation to be allowed in a block of time if desired.

ARTICLE X
SICK LEAVE

SECTION 1:

All full-time employees shall earn sick leave with pay of twelve (12) working days a year at the rate of one (1) day per month and such earning can be accumulated up to 210 days. Sick leave shall be granted to an employee due to illness, bodily injury and attendance upon members of the immediate family. (By immediate family is meant parent, brother, sister, spouse, child, stepparent,
stepchild, grandchild or any other person who makes a permanent home with the family of the employee).

**SECTION 2:**

Sick leave shall be earned on a monthly basis.

**SECTION 3:**

After five (5) years of service to the District, employees shall be granted one (1) extra day per year, making a total of thirteen (13) days per year of sick leave to be granted on July 1st.

**SECTION 4:**

A physician's certificate of illness or injury may be required at the discretion of the Superintendent of Schools.

**SECTION 5:**

Severance of employment shall automatically cancel any leave accredited to the employee, except as may be otherwise provided for in the Agreement.

**SECTION 6:**

Compensation for leave shall not be granted to an employee who uses school time for remedial treatments or operations which, in the opinion of the attending physician, may be safely postponed until a vacation period. In the case of the death of such an employee, such payment shall be made to the estate.

**SECTION 7:**

The provisions herein shall not prevent the Board from granting extended leaves for personal illness or injury in unusual cases by special action.

**SECTION 8:**

Upon retirement, accumulated and unused sick leave may be applied as additional service credit pursuant to Section 41j of the Retirement Law.

**SECTION 9:**

If physical injury causing a loss of time from work occurs on school property to an employee in the line of duty because of assault by a student, there will be no deduction from the employees' sick leave for the period of time not covered by Workers' Compensation.
SECTION 10:

A. Credit for unused sick leave shall be granted according to the following schedule and stipulations:

- First 60 days: $30.00 per day
- Second 60 days: $32.00 per day
- All days in excess of 120 days to a Maximum of 210 days: $45.00 per day

B. No member shall be eligible to receive payment for unused sick leave until they have had ten (10) years of continuous service, excluding any type of leave, after the date of employment by the District.

C. No member who has resigned shall be eligible to receive payment whose resignation has been requested by the District.

D. Notice of retirement must be submitted to the Superintendent thirty (30) days prior to the effective date to be eligible for sick leave pay.

E. Payment for unused sick leave can be paid in a separate check or added to the last salary check whichever is more advantageous to the member.

F. The District reserves the right to review the efficiency of the payment for unused sick leave in order to determine whether or not it will be continued beyond the term of this Agreement.

SECTION 11:

Sick Leave Bank shall be created upon the contribution of an equal number of days from the Union and the Hudson City School District. Association members electing to participate in such a bank shall submit to the Hudson City School District a waiver of no more than one day of accumulated sick leave. The Union shall contribute no more days than the number of members employed by the Hudson City School District. The number contributed shall be matched by the Hudson City School District. Union members shall be eligible to participate but members not electing to waive time shall not be eligible to receive time from the sick leave bank. The bank shall be administered by a committee of two administrators appointed by the Superintendent and two Union members appointed by the Association who shall act upon withdrawals from the bank. Withdrawals from the bank shall be limited to employees who are involved in catastrophic illness or accident and who have exhausted their sick leave. The bank shall be renewable once all days contributed have been used. The renewal shall be subject to terms set forth above. In no event will any member be eligible to receive days from the sick leave bank in an aggregate of more than 180 days.
ARTICLE XI
PERSONAL LEAVE

SECTION 1:

All employees shall be granted three (3) days personal leave effective July 1st of each year. Such leave shall be non-cumulative and shall be granted only for the following reasons:

1. Legal matters, house closing, income tax hearing, court appearances, probate proceedings.

2. Ceremonies, graduation of spouse or child, day of wedding, participation in religious ceremonies, honors and awards ceremonies involving employee or immediate family.

3. Education requirements, educational examinations, attending educational meetings, required parental visits by parents to college.

4. Medical appointments, when such appointment cannot be made outside of the school day.

5. Any other reason of serious nature must be approved directly by the School Business Official.

SECTION 2:

Written requests for personal leave shall be made to the immediate supervisor at least two (2) days in advance except in the case of an emergency where a difficulty may exist.

SECTION 3:

All requests are to be approved by the immediate supervisor and forwarded to the School Business Official who will make a final determination where a difficulty may exist.

SECTION 4:

Personal leave on days immediately preceding or succeeding a holiday or vacation will be approved by the School Business Official whenever the demand does not jeopardize the operation of the District.

SECTION 5:

Unused personal leave will be cumulative in the individual employee’s sick leave bank.
SECTION 6:

Personnel employed on an hourly basis will not be granted personal leave.

SECTION 7:

In addition to the personal leave days, three (3) days with pay shall be granted for each absence due to death in the immediate family (immediate family to include grandparents, parents, spouse, brother, sister, child or corresponding member of spouses family, step-parent, step-child and grandchild). This will also apply to non-instructional personnel employed for less than twelve (12) months.

ARTICLE XII
CHILD CARE LEAVE

SECTION 1:

An unpaid leave of absence shall be granted for the purpose of child rearing as follows:

An employee shall be entitled, upon request, to a leave beginning within one (1) year upon delivery or adoption of a child. Said employee shall notify the Chief School Officer in writing of intent to take such leave and, except in cases of emergency, shall give such notice at least thirty (30) days prior to the date on which said leave is to begin.

SECTION 2:

An employee who is granted such leave of absence pursuant to Section 1 above shall have the following re-employment rights:

An employee shall be returned to the same position or a position similar and within the employee's own area upon sixty (60) days notice to the District of intent to return. Said return shall be at the beginning of a semester or by mutual agreement. The maximum period of such leave shall be two years except such leave may be extended by mutual agreement.

Upon return to service an employee shall have restored the same benefits accrued at the time the leave commenced.
ARTICLE XII
OTHER LEAVES

SECTION 1: Workers' Compensation.

Employees shall be allowed to use accumulated sick leave until it is fully used up if it is necessary; and when the Workers' Compensation carrier reimburses the employee for the injury, the Employer shall receive the payment and then restore fully the used sick leave to the employee's record.

SECTION 2:

The District agrees to notify the Union Unit President of any leaves of absence of six months or more granted to any bargaining unit members and the duration of such leaves.

ARTICLE XIV
NOTIFICATION OF ACCRUED LEAVE TIME

During July of each school year each employee will be furnished a list of all accrued leave as of July 1st of that year.

ARTICLE XV
CONFERENCE DAYS

Provision should be made for non-instructional personnel to attend professional conferences with expenses being allowed to cover same. Such monies should be provided for in the yearly budget.

ARTICLE XVI
SNOW DAYS

There will be times when school is closed for the safety of the children, but when offices will be able to function. When this occurs, secretaries will arrive by 10:00 a.m. When the weather is considered too inclement for the safety of the administration and office staff, the District will make every effort to notify all concerned from the Superintendent's Office prior to 9:00 a.m. In the event employees are required to report for work and find that they are unable to do so, the employee may take personal leave or be allowed to take a day without pay. If it is deemed proper that office personnel are to be excused early during a regular school day because of weather, all concerned will be notified from the Superintendent's Office and excuse uniformly.
ARTICLE XVII
INSURANCE

SECTION 1: Health

Employee contributions toward health insurance premiums shall be as follows:

A. Employees hired on or after ratification, November 19, 2007:

**Individual Coverage, 2-Person and Family Coverage:**

<table>
<thead>
<tr>
<th>Effective Date</th>
<th>Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td>July 1, 2007</td>
<td>11%</td>
</tr>
<tr>
<td>July 1, 2008</td>
<td>12%</td>
</tr>
<tr>
<td>July 1, 2009</td>
<td>15%</td>
</tr>
</tbody>
</table>

B. Employees hired on or after 07/01/02 but prior to ratification:

**Individual Coverage, 2-Person and Family Coverage:**

<table>
<thead>
<tr>
<th>Effective Date</th>
<th>Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td>July 1, 2006</td>
<td>5%</td>
</tr>
<tr>
<td>July 1, 2007</td>
<td>7%</td>
</tr>
<tr>
<td>July 1, 2008</td>
<td>7%</td>
</tr>
<tr>
<td>July 1, 2009</td>
<td>7%</td>
</tr>
</tbody>
</table>

C. Employees hired prior to 07/01/02:

**Individual Coverage, 2-Person and Family Coverage:**

<table>
<thead>
<tr>
<th>Effective Date</th>
<th>Payment</th>
</tr>
</thead>
<tbody>
<tr>
<td>July 1, 2006</td>
<td>$200</td>
</tr>
<tr>
<td>July 1, 2007</td>
<td>$400</td>
</tr>
<tr>
<td>July 1, 2008</td>
<td>$500</td>
</tr>
<tr>
<td>July 1, 2009</td>
<td>$500</td>
</tr>
</tbody>
</table>

D. Employee contributions toward prescription co-pays shall be as follows:

- $5 for generics; $10 for name brands. Mail order prescriptions shall remain at no co-payment.

E. Waiting period for Health Insurance: Employees hired on or after ratification shall have a ninety (90) day waiting period for health insurance eligibility and must have thirty (30) or more hours per week in order to be eligible for health insurance coverage.

F. Retiree Health Insurance: In order to be eligible for health insurance in retirement, an employee hired prior to ratification, November 19, 2007, must have completed ten (10)
continuous years of service with the District and have worked twenty (20) or more hours per week during the ten (10) year period prior to retirement. To be eligible for health insurance in retirement, employees hired on or after ratification, must have completed ten (10) years of service with the District and have worked thirty (30) or more hours per week during the ten (10) year period prior to retirement. Continuous service shall mean employment without a break in service of one (1) or more years.

G. 1. Unit members who are otherwise insured may voluntarily opt out of the District's health insurance program and receive a payment of $1,500 each year of the contract. One-half of the payment shall be made by January 15 of each year and at that time the employee must resubmit proof of alternate coverage and the balance paid by the end of the school year. Eligibility for participation in the buy-out requires written notification of withdrawal and proof of alternate coverage from the employee by June 1st of the year preceding the buy-out. Employees must be out for a full year to get full payment.

2. Written notice and proof of alternative health insurance coverage must be submitted to the Business Office not later than June 1st for the buy-outs effective July 1st.

3. Re-entry into the District’s health insurance program shall be limited to persons who have lost alternate coverage and shall be allowed at any time, subject only to the waiting period, if any, of the health insurance program’s rules and regulations. Upon re-entry, the unit member will receive a pro-rated payment of the buy-out paid for the months out of the applicable year. New hires may opt-out within 30 days and receive this benefit only on a pro-rated basis where applicable, at the time of hire, provided that proof of other health insurance is furnished to the Business Office at the time of making written application.

4. Dual Health Insurance Restriction: No employee hired on or after July 1, 2002 shall be eligible for two-person or family coverage with the District if his/her spouse is an employee of the District and receiving two-person family coverage. The employee may either be covered under his/her spouse’s family or two-person coverage, or may select individual coverage if the employee’s spouse has also selected individual coverage. No buyout shall be paid. This clause is not intended to leave an employee uncovered and if such events, such as divorce or separation occur, and as a result the employee is left uncovered, the employee shall be eligible to enroll in the District’s plan subject to the provisions of the plan. Employees hired prior to July 1, 2002 shall continue to receive the health insurance buyout if they were receiving it prior to July 1, 2002.

SECTION 2:

If the District grants to any other employee group improvement in health insurance coverage, the parties agree to re-open the contract to negotiate that specific subject.
SECTION 3: Dental

The District shall contribute $200.00 per unit member for dental coverage to either offset premium expenses or personal dental expenses upon proof of dental expenses.

SECTION 4:

The District shall pay 100% of the cost of a Family Vision (CSEA Vision Program) as available through the CSEA Employee Benefit Fund.

SECTION 5: Flexible Spending Plan

In accordance with §125 of the Internal Revenue Code, the District shall implement a Flexible Spending Plan for all employees covered under this agreement.

ARTICLE XVIII
RETIREMENT

SECTION 1:

All employees in the unit shall be members of the New York State Employees Retirement System in the non-contributory Employer paid programs described in the following sections.

SECTION 2:

Non-Contributory “25 Year Career Plan (Section 75g)” Eligibility for retirement allowance for all members still age fifty-five (55). However, where a member retires with twenty-five (25) or more years of service, basic guaranteed retirement allowance (including annuity purchased by members age sixty (60) plan rate contributions) on earnings (before April 1, 1960) will be one-half (½) of final average salary for the twenty-five (25) years of services (25-50) plus 1/60 of final average salary for each year of service over twenty-five (25).

SECTION 3:

Additional non-contributory benefits to be included are New York State Retirement and Social Security Law Section 41j and Section 60b.

Section 41j allows application of unused sick leave as additional service credit. Additional time is limited to 165 days and applied as additional service credit on a calendar day basis.
ARTICLE XIX
SENIORITY

SECTION 1:

Seniority shall be determined from the date of entrance into school district employment on a permanent, full-time basis in the titles recognized in this contract.

SECTION 2:

When an employee is requested to change shift or work hours for more than 30 days, that employee may exercise bumping privileges by seniority within job title except under extenuating circumstances at which time the Union would be notified.

ARTICLE XX
JOB SECURITY

SECTION 1:

The Employer agrees to pay an employee who is assigned to perform higher graded work on a temporary basis, the higher rate of pay for all such time worked. Such additional compensation shall commence after one (1) week's performance of said duties. If employees are asked to work at a lower level, those employees shall receive their regular rate of compensation.

SECTION 2: Job Protection.

The District agrees to give 20 days notification to the Unit President and to any bargaining unit members affected by a job reclassification or a lay-off, where practical.

ARTICLE XXI
LAY-OFFS AND RECALLS

SECTION 1:

In the event of a lay-off, employees shall be laid off in order of inverse seniority, according to the following:

A. Inverse seniority by Title ("Horizontal").

B. Inverse seniority in a related subsidiary title based on qualifications ("Vertical Bumping").

C. Civil Service Law shall govern all lay-off and recall rights for employees in the competitive class.
D. Part-time employees laid off prior to full-time employees being laid off, regardless of seniority.

SECTION 2:

A recall shall be made in order of seniority as outlined in A and B above.

SECTION 3:

Recall rights shall exist for up to a maximum of two (2) years from the date of lay-off for all employees.

ARTICLE XXII
VACANCIES AND PROMOTIONS

SECTION 1:

Notices of all vacancies and promotional opportunities will be sent to each Building Principal and the President of the Union two (2) weeks prior to filling any vacancy. During this time only personnel covered by this Agreement are eligible to apply. These notices will be posted on all designated bulletin boards in each building. Both parties agree to monitor all announcements to insure the fact that this information is available to all employees. The District will also send notices by mail to people on vacation or extended sick leave. The District will supply the Union President with a copy of all existing and new job classifications.

SECTION 2:

All other things being relatively equal, seniority and suitability shall be the determining factors in filling vacancies and promotions.

SECTION 3:

The Employer agrees to fill permanent competitive and permanent noncompetitive positions on a salaried basis where practical, thereby extending all benefits and privileges provided by the Agreement to the employee.

SECTION 4:

All reclassifications and/or reallocations of positions within the Bargaining Unit shall be addressed to the President of the Union for the President’s notification. Knowledge of actions for or against a Unit employee is paramount to accomplish the President’s responsibility to the President’s membership.
ARTICLE XXIII
PER DIEM AND HOURLY EMPLOYEES

Employees who serve on a per diem basis shall receive an hourly rate of pay based on the salary for the position in which they are being employed and their previous experience in the Hudson City School District.

ARTICLE XXIV
FULL-TIME NON-INSTRUCTIONAL PERSONNEL
EMPLOYED FOR LESS THAN TWELVE MONTHS

SECTION 1:

Sick Leave shall be granted at the rate of one (1) working day per month to be accumulated to a total of 170 days. Sick leave shall be earned on a monthly basis. An additional day for a total of eleven (11) days per year to be allowed after five (5) years of service to the District. Notice of such accumulation is to be given at the beginning of each school year.

SECTION 2:

Personal leave to be the same as that of full-time twelve (12) month non-instructional personnel.

SECTION 3:

Any person hired who works thirty (30) consecutive full-time days gets full pay and benefits except for insurance when short-term subs are used who will be processed for inclusion after 30 days to begin health insurance in 60 days.

SECTION 4:

Vacation time to be pro-rated and notice should be given advising the number of days they have credited at the beginning of each school year.

ARTICLE XXV
SALARY ON PROMOTION

When an employee is appointed or promoted to a position having a higher salary rate, the employee will receive a pay increase equal to the difference between the starting rates of the positions (pro-rated) or a starting rate of the higher position, whichever is greater.
ARTICLE XXVI
SUBSTITUTES

In order to provide continuing service, provision will be made wherever possible to provide substitutes in the event of extended vacation periods and extended illness and peak periods of work as determined to be essential by the building principal or designee.

ARTICLE XXVII
LUNCH PERIODS

All employees are entitled to a lunch period.

ARTICLE XXVIII
RELEASE TIME FOR EXAMINATIONS

The District shall grant release time to any provisional employee who is required to take a Civil Service Examination during working hours at no loss to the employee, or to an employee taking a promotional examination for a position in the District.

ARTICLE XXIX
TENURE

The Employer agrees that all employees in the bargaining unit not ordinarily covered under Section 75 of the Civil Service Law shall be, after a probation period of one (1) year, accorded the same rights as relates to removal, suspension and discipline as those ordinarily covered by law.

ARTICLE XXX
PAST PRACTICE

The Employer agrees that all existing rules, regulations, practices, benefits and general working conditions previously granted and allowed by the Employer, unless specifically excluded by this Agreement, shall remain in full force and effect during the life of the Agreement.

ARTICLE XXXI
RECIPROCAL RIGHTS

SECTION 1:

The Employer shall recognize the right of the employees to designate representatives of the Union to appear on their behalf to discuss salaries, working conditions, benefits, grievances and disputes as to the terms and conditions of this contract and to visit employees during working hours under mutually developed arrangements with the Building Principal or School Business Official. Any such arrangements shall insure that such access shall not interfere with work duties or performance.
SECTION 2:

The Employer shall so administer its obligations under this contract in a manner which shall be fair and impartial to all employees and shall not discriminate.

SECTION 3:

The Union shall have the right to post notices and other communications on bulletin boards maintained on the premises and facilities of the Employer. Officers and agents of the Union have the right to visit the Employer's facilities for the purpose of adjusting grievances and administering the terms and conditions of this Agreement subject to the provisions cited in Section 1 of this Article.

SECTION 4:

Employees who are designated or elected for the purpose of adjusting grievances or assisting in the administration of this contract shall be permitted time from their regular duties to fulfill these obligations.

SECTION 5:

The Employer agrees that each employee will be allowed to examine any public record pertaining to the employee's own personal history and employment. Said employees shall have the right to have their Union representative present at such review.

SECTION 6:

The Employer agrees that no material will be furnished to the employees within the purview and intent of this Agreement without prior notification of the Union.

SECTION 7:

The Employer agrees that if the New York Legislature passes any permissive legislation favorable to the employees, the Union shall be granted a contract re-opener for discussion of said benefit.

SECTION 8:

The Employer agrees that the Union shall have the right to represent its members under the Grievance Procedure, such procedure annexed hereto as Appendix "B."

SECTION 9:

The Employer shall allow use of facilities for Union meetings according to District policy.
SECTION 10:

Members of the bargaining unit who are elected or appointed officers or officials of the Civil Service Employees Association, Inc. shall have the right to leave, without charge to accumulated credits, for the conduct of union business as follows:

An employee who is a delegate to the CSEA Annual Convention shall be granted five (5) days leave per year, without charge to accumulated credits, to attend the CSEA Annual Convention.

ARTICLE XXXII
SAVINGS CLAUSE

SECTION 1:

This contract may be re-opened upon the mutual written consent of the parties.

SECTION 2:

If any Section or Article of this Agreement is found to be illegal only that Section will be affected and all other provisions of this contract will remain in effect.

SECTION 3:

If a determination or decision is made as per Section 2 of this Article, the original parties to this Agreement shall convene immediately for the purposes of negotiating a satisfactory replacement for such Article or part thereof.

SECTION 4:

This Agreement is effective the beginning of the fiscal year July 1, 2006, and shall terminate at the close of the fiscal year on June 30, 2010, except as otherwise noted.

ARTICLE XXXIII
LEGISLATIVE APPROVAL

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

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ARTICLE XXXIV
PRINTING AND DISTRIBUTION

The Employer agrees to print and distribute a copy of the contract to all employees.

ARTICLE XXXV
PERSONNEL FILES

SECTION 1:

Employees' files will consist of those materials related to salary and fringe history and those materials based upon factual issues which relate to an employee's performance in the District.

SECTION 2:

Employees will have a right, upon request, to review the contents of their personnel file and have a representative accompany him during the review, and make copies of any documents in it excluding confidential references, pertaining to hiring and promotion. Employees must make appointments in advance and all review must take place during regular office hours. There shall be only one official personnel file maintained on each employee, however, duplicates may be maintained.

SECTION 3:

No materials will be placed in the employee's personnel file unless the employee has had an opportunity to review the material. The employee will acknowledge that he has had the opportunity to review such material by affixing his signature, to the copy to be filed, with the express understanding that such signature in no way indicates agreement with the contents thereof. The employee will also have the right to submit a written answer to such material and his answer shall be reviewed by the Superintendent and attached to the file copy.

SECTION 4:

Before the record of any complaint by a parent or by a student is placed in the employee's personnel file, the complaint will be investigated by the appropriate administrator and the employee shall be afforded an opportunity to reply to same.
ARTICLE XXXVI  
DURATION

The terms of this Agreement shall be in effect, except where noted, from July 1, 2006 to June 30, 2010.

In witness thereof, the Parties have executed this Agreement by their duly authorized representatives:

By: John F. Howe  
Superintendent  

Dated: 2/4/09

By: Timothy Vallee  
Labor Relations Specialist  

Dated: 2/4/09

By: Lorraine Dellavechia  
President  
Educational Secretaries Assn.  

Dated: 2-5-09
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Employees hired on or after ratification (11/19/07) shall receive 90% of base rate for their first full year of employment, 95% of base rate for their second full year of employment, and 100% of base rate starting the employees third full year of employment.

percent plus $400

OK 1-15-08

In: Clerical Contract.xls 2/4/09
APPENDIX B

GRIEVANCE PROCEDURE

DECLARATION OF PRINCIPLES

In order to establish a more harmonious and cooperative relationship between the non-instructional staff and members of the Board of Education, which will enhance the educational program of the Hudson City School District, it is hereby declared to be the purpose of these procedures to provide a means for orderly settlement of differences promptly and fairly as they arise, and to assure equitable and proper treatment of non-instructional staff pursuant to established rules, regulations and policies of the District. The provisions of these procedures shall be liberally construed for the accomplishment of this purpose.

All employees shall have the right to present their grievances in accordance with the procedures provided herein, free from interference, coercion, restraint, discrimination or reprisal and shall have the right to be represented at all stages of the grievance procedure.

DEFINITIONS

A. Employee shall mean any person covered by this Agreement as provided under Article III - Collective Bargaining Unit.

B. Employer shall mean the individual designated by management to review and resolve grievances.

C. Association or Union shall mean the CSEA.

D. Grievance shall mean any claimed violation, misinterpretation or inequitable application of this Agreement or of any laws, rules, procedures, regulations, administrative order or work rules of the Employer, or those matters affecting employees' health or safety, physical facilities, materials or equipment furnished to the employees or supervision of employees, or any other matter(s), in which the employee feels he has been dealt with unfairly.

E. Supervisor shall mean the employee on the next higher level of authority above the employee in the department wherein the grievance exists and who normally assigns and supervises the employee's work.

F. Days shall mean all days other than Saturday, Sunday and holidays which shall be excluded in computing the number of days within which action must be taken or notice given within the terms of this procedure.
RIGHTS OF PARTIES

A. Rights of Grievant

1. The Grievant may select any representative(s) to assist him in the processing and/or preparing of grievances, except that no representative may be present from any other employee organization other than CSEA.

2. The Grievant shall have access to all written statements, records and materials relating to the grievance.

B. Rights of the Association

1. The Association shall receive a copy of any claim, including supporting materials and of any decision rendered pursuant to this procedure.

2. The Association shall have the right to submit briefs to support or refute allegations of any party in a grievance.

3. The Association may have an observer at any hearing, conference, or meeting held under this procedure where it would not be otherwise represented and shall be given seven (7) days notice of the time, date and place of the hearing, conference or meeting.

4. The Association may file a grievance in its own name in matters relating to Union Rights and Recognition.

C. Mutual Rights

1. In the event of the unexcused failure on the part of an aggrieved party to be timely, the grievance shall be deemed to be withdrawn. If the Employer or the Employer's representative fail to make a decision within the required time period, the grievance shall be deemed to be upheld and in all respects final and binding upon the parties.

2. The function of these procedures is not designed to be used for changing any existing rules, regulations, laws, or establishing new ones.
PRESENTATION

STEP ONE

1. An employee(s) who claims to have a grievance shall present their grievance to their supervisor orally or in writing within twenty (20) days of its occurrence or when the employee(s) becomes aware of it.

2. The supervisor shall meet with the aggrieved party to resolve the grievance within three (3) days. After the request for the meeting, the supervisor shall render a decision in writing within three (3) days thereafter, a copy of which is sent to both the employee(s) and their representative.

STEP TWO

1. The aggrieved party, if not satisfied with the decision in Step One, may, within seven (7) days, request a review by the School Business Official. Such request is to be in writing with a copy to the immediate supervisor. The School Business Official shall convene a hearing within seven (7) days after receipt of the request for said hearing. The School Business Official shall render a decision in writing, within five (5) days after the hearing, copies to be sent to both the aggrieved and their representative.

STEP THREE

1. The aggrieved person may, within five (5) days of the final determination by the School Business Official, make a written request to the Board of Education for a review and determination. All written statements and records of the case shall be submitted to the President of the Board of Education by the School Business Official. The Board of Education shall render a final decision within five (5) days after the hearing. The Board of Education may hold a hearing to obtain further information regarding the case.

STEP FOUR - ADVISORY ARBITRATION

1. The aggrieved party may appeal an unsatisfactory decision at Step Three to an arbitrator provided by the American Arbitration Association subject to its rules. The decision arrived at shall be final and binding upon both parties to the Agreement unless either party chooses to appeal to the review panel as detailed in Step Five.

2. The fees and expenses of the arbitrator shall be borne equally by the parties.

3. The arbitrator shall hold a hearing within twenty (20) days after he has been selected and shall render a decision within twenty (20) days after the hearing has been concluded.
4. The arbitrator shall have no power to add to, subtract from or change any of the provisions of this Agreement, nor to render any decision which conflicts with a law, regulation, directive or ordinance. Awards may not be retroactive beyond the date the grievance was filed or beyond the date the employee became aware of the grievance except when the grievance involves cash pay earned but not received.

STEP FIVE - REVIEW PANEL

1. In the event that the employee does not accept the decision at Step Four, advisory arbitration, he may, within five (5) days, file a written demand for the panel. The arbitration shall consist of a review panel as set forth.

2. A review panel consisting of two (2) employees of the bargaining unit, two (2) members of the Board of Education, and two (2) citizens, one (1) selected by the Board of Education, and one (1) selected by the Bargaining Unit, one (1) administrator chosen by the Bargaining Unit, and one (1) non-voting chairman shall sit in review of all arbitration awards.

3. The non-voting chairman shall be selected by the aggrieved member of the non-instructional staff and the Board in a rotating order from an alphabetical list of five (5) names of residents of the school district, mutually agreed upon by the Unit and the Board of Education.

4. The party bringing the grievance to review panel shall assume 2/3 of the cost of the services of the chairman of the review panel, with the other party assuming the remaining 1/3.

5. In no event shall any grievance be subject to appeal to this Step Five except where it involves an interpretation of the contract.

6. The decision of the review panel shall be final and binding.

GENERAL PROVISIONS

1. All grievance discussions, meetings, conferences, hearings at Step One and Two, shall be conducted during the normal work day.

2. The time limits at any Step(s) may be extended by written mutual consent of the parties.

3. The move to arbitration must be approved by the CSEA.
4. Minutes shall be taken at the Step Three hearing, copies of said minutes furnished to all the parties. Cost of such minutes to be borne by the Employer and CSEA equally.
APPENDIX C
DEFINITIONS

1. Temporary employees will not exceed 26 weeks and shall be paid on an hourly basis. Prorated benefits will be granted after 30 days based upon number of hours worked.

2. A part-time employee is an employee who works one-half time or less of the normally established work week.

3. Continuous service shall be defined as having no lapse in employment in excess of one (1) year. Applicable to entrance into Salary Schedule in permanent position, and shall apply also to seniority.