

# **AGREEMENT**

**By and between**

**THE ARLINGTON CENTRAL SCHOOL DISTRICT**

**And**

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

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

**July 1, 2023 – June 30, 2027**

## **TABLE OF CONTENTS**

<b><u>TITLE</u></b>	<b><u>PAGE</u></b>
ANNUAL PHYSICALS .....	3
ASSAULTS.....	13
ATTENDANCE IMPROVEMENT PROGRAM.....	3
CHANGE OF JOB TITLE AND SALARY PAID .....	6
CLOTHING/TOOL ALLOWANCE .....	12
COMPLAINT AGAINST EMPLOYEES .....	13
DUES DEDUCTION .....	1
DURATION OF AGREEMENT AND REOPENING .....	16
GRIEVANCE PROCEDURE.....	14
HOURS OF WORK.....	3
INCREMENTS .....	3
INSURANCE.....	9
Health Insurance .....	9
Life Insurance .....	10
JOB SECURITY .....	6
LABOR MANAGEMENT COMMITTEE .....	14
LEGISLATIVE APPROVAL.....	16
LONGEVITY .....	2
ORGANIZATIONAL LEAVE.....	9
OVERTIME .....	4
PAID HOLIDAYS .....	12
PARTIES .....	1
PERSONAL LEAVE.....	8
Bereavement Leave.....	8
Jury Duty.....	8
Maternity Leave.....	8
Personal Business Leave.....	8
Personal Time .....	8
PROMOTIONS VACANCIES AND NEW JOBS.....	6
RECOGNITION .....	1
RETIREMENT .....	12
SAFETY.....	14
SALARIES AND WAGES .....	1
SEPARABILITY .....	16
SICK LEAVE.....	7
Part Time Employees.....	7
Ten Month.....	7
Twelve Month Employees .....	7
SNOW DAYS .....	12
STEPS OF THE GRIEVANCE PROCEDURE .....	15
STIPENDS.....	3
UNION MEETINGS AND BUSINESS .....	13
UNIT .....	1
VACATIONS .....	10

Vacation Accumulation .....	12
<b>WORK ASSIGNMENT</b> .....	<b>5</b>
<b>WORKERS' COMPENSATION</b> .....	<b>14</b>

**1. PARTIES** This agreement, entered into this 22<sup>nd</sup> day of June, 2023, by and between the Arlington Central School District and The Civil Service Employees Association, Inc., Local 1000, AFSCME-AFL-CIO, Arlington Central School District, Dutchess County Educational Local 867, is made pursuant to Article 14 of the Civil Service Law (Taylor Act).

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

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

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

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

## **5. SALARIES AND WAGES**

Columns A & B shall be merged into one step schedule with employees being leveled up (i.e., placed on the next salary level which affords a raise in salary).

Create a new salary schedule for Security Guards and School Security Monitors. See Appendix A.

The position of Groundskeepers will move from schedule E to new schedule M with its base schedule derived from schedule E for 2022-2023 plus 3% for 2023-2024, 3% for 2024-2025 plus \$3,500, 2% for 2025-2026, and 2% for 2026-2027.

The position of Senior Auto Mechanic will move from Schedule A to Schedule B, effective July 1, 2023. Placement on Schedule B will be based on the employee's 22-23 salary on Schedule A, inflated by 3%, plus \$7,500 and placed on the closest step that is not less than the calculated amount.

Salary Schedule	2023-24	2024-25	2025-26	2026-27
A	Increase each step by 3%	Add \$2,500 to each member's current base salary and increase each step by 3%	Increase each step by 2%	Increase each step by 2%
B	Add \$7,500 to each member's current base salary and increase each step by 3%	Increase each step by 3%	Increase each step by 2%	Increase each step by 2%
C, D, E, F, I & K	Increase each step by 3%	Add \$2,500 to each member's current base salary and increase each step by 3%	Increase each step by 2%	Increase each step by 2%
G & J steps 1-18		Increase each step by 1%	Increase each step by 1%	Increase each step by 1.5%
G & J steps 19-24	Increase each step by 3%	Increase each step by 3%	Increase each step by 2%	Increase each step by 2%

H & K	Increase each step by 3%	Increase each step by 3%	Increase each step by 2%	Increase each step by 2%
L	Increase each step by 3%	Increase each step by 3%	Increase each step by 2%	Increase each step by 2%
M	Increase each step by 3%	Add \$3,500 to each member's base salary and increase each step by 3%	Increase each step by 2%	Increase each step by 2%

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

1. Ten month and part-time unit members shall have the choice of receiving their total yearly salary over 21 or 26 payrolls, with the exception of hourly employees.
2. All unit members will be paid by direct deposit into the employee's designated bank account. Paystubs will be sent electronically to each unit member's district email address or an email address provided by the employee.

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

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

1. Salary Conversion for Monitors:

School Monitors

Hourly Rate x 8 hours x 190 days

Bus Monitors

Hourly Rate x 5 hours x 190 days

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

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

## E. LONGEVITY

Longevity payments will be adjusted as follows:

### Salary Schedule A, B, C, D, E and M (12 Months)

	23/24	24/25	25/26	26/27
10 Years	\$750	\$750	\$750	\$750
15 Years	\$1,500	\$1,500	\$1,500	\$1,500
20 Years	\$2,250	\$2,250	\$2,250	\$2,250
25 Years	\$3,300	\$3,300	\$3,300	\$3,300

### Salary Schedule F, I and K (10 months)

	23/24	24/25	25/26	26/27
10 Years	\$625	\$625	\$625	\$625
15 Years	\$1,275	\$1,275	\$1,275	\$1,275
20 Years	\$1,925	\$1,925	\$1,925	\$1,925
25 Years	\$2,805	\$2,805	\$2,805	\$2,805

### Salary Schedule G and J (part time)

	23/24	24/25	25/26	26/27
10 Years	\$500	\$500	\$500	\$500
15 Years	\$1,000	\$1,000	\$1,000	\$1,000
20 Years	\$1,500	\$1,500	\$1,500	\$1,500
25 Years	\$2,200	\$2,200	\$2,200	\$2,200

## **F. STIPENDS**

Upon the recommendation of the Director of Transportation, the Director of Facilities and/or the High School Executive Principal, those employees assigned specific supervisory responsibilities, including but not limited to the positions of Dispatcher, Senior Auto Mechanic, Head Custodian and one Head Security Monitor/Security Guard shall be eligible for a supervisory stipend. Said stipend shall be added to the employee's annual salary in the amount of \$1,500 per year.

Upon the recommendation the Director of Facilities, those employees assigned specific supervisory responsibilities, including but not limited to the positions of Senior Custodial Worker or Custodian shall be eligible for a supervisory stipend. Said stipend shall be added to the employee's annual salary in the amount of \$800 per year.

Also, upon the recommendation of the Director of Facilities an Asbestos Stipend (2) in the annual amount of \$2,500 each per year can be assigned. Said stipend shall be added to the employee's annual salary.

## **G. ATTENDANCE IMPROVEMENT PROGRAM**

(This section does not apply to School Security Personnel.)

Unit members shall be eligible for an annual attendance improvement payment of \$400 for four (4) or less absences for sick leave to be paid in quarterly installments of \$100. A maximum of five days' absence per year related to a worker's compensation injury will not preclude an employee from participating in the attendance improvement program.

## **H. ANNUAL PHYSICALS**

Part-time and hourly drivers will be paid for one and one half (1 ½) hour of straight time for the required annual physical examination by the school physician and one and one half (1 ½) hour of straight time for any required drug and alcohol testing.

If the physical examination is missed, the employee agrees to schedule the missed physical, without reimbursement, on employee's own time.

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

## **7. HOURS OF WORK**

**A.** All maintenance, transportation employees will work a forty (40) hour work week. Working hours may exceed eight (8) hours per day, but will not exceed forty (40) hours per week. Employees who work at night, except for hourly security personnel, will work thirty-five (35) hours per week. All school security monitors and school security guards shall work their assigned hours and those hours beyond their regular work day as assigned by the High School Executive Principal and his/her/their designee.

**B.** For unit members assigned to the transportation department on those days when school is not in session and employee members of the unit are working, the lunch period shall be of one-half hour in duration and the employee's normal work shift will end one-half hour earlier.

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

An hourly driver shall be defined as a member who gets paid for hours worked maximum of 18 hours per week and is available for work from September 1, up to and including the last day school is in session. No health benefits are afforded for this position except as required by law. Hourly drivers will be paid at the Step 1 rate of Bus Driver – part-time schedule. The rate may increase at the District's discretion.

Retired Arlington Central School District employees may be recommended for an Hourly Driver or Monitor position and work beyond the 18 hours. Retired Hourly employees will work from September 1, up to and including the last day school is in session. No health benefits are afforded for this position except as required by law. Hourly drivers will be paid at the Step 1 rate of Bus Driver – part-time schedule. Hourly monitors will be paid at the Step 1 rate of Bus Monitor. The

rate may increase at the District's discretion.

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

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

E. The lunch period shall be Thirty (30) minutes for all unit members assigned 100% in the facilities department. All other members shall have a sixty (60) minute lunch. Lunch shall ordinarily be a continuous period except when administratively determined otherwise, when it shall consist of two (2) one-half hour periods. Employees shall be given twenty-four (24) hours' notice of a change in the lunch period.

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

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

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

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

J. All 10 month and part-time unit members of CSEA will be required to work one additional day at the District's discretion with compensation, for the purpose of training. The meeting date will be announced with at least two-week notification unless mutually agreed upon. This date shall not be between July 1 and August 15 unless mutually agreed upon.

K. When school security monitors/security guards are scheduled to work and school is closed for inclement weather, they will be paid for the time they were scheduled to work. If a school security monitor/security guard was not scheduled to work, they would not be compensated. If there are no emergency closure days, there is no additional compensation. This does not include delays or early dismissals.

## 8. OVERTIME

### DEFINITIONS FOR TRANSPORTATION OVERTIME

Run – A 'run' is a combination of routes that make up the daily schedule for a bus/driver on a Monday, Tuesday, Wednesday, Thursday, or a Friday (weekdays).

Route – A 'route' has a specific number created by the District or District routing system to allow it to be combined with other 'routes' to make a 'run'. A 'route' could also be described as one segment of what a bus/driver will do on any given weekday.

Shuttle - A 'shuttle' will act the same as a 'route' and has a specific number created by the District or District routing system to allow it to be combined with other 'routes' to make a 'run'.

The District has the right to create 'runs' in the best interest of the District.

Trip - A 'trip' is assigned to a bus/driver for a specific purpose. A 'trip' will occur upon request and be at a specific time for specific day(s) and once complete cease to exist.

Sport run or activity run will no longer be terms that are used to describe work.

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

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

normal shift will be paid overtime before and after the normal shift and for all time in excess of forty (40) hours per week.

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

D. Except in emergency circumstances, apart from security personnel, any employee who does not want to work overtime may not be required to do so. Emergency circumstances shall be defined as those circumstances in which members of the unit are required to report to work to ensure the safe opening, closing or operation of school(s). Examples may include but are not limited to: snow or other severe weather conditions; heating, plumbing, electrical, or other key infrastructure systems failure; other repairs necessary for the safe operation of schools or supporting departments. Except in emergency circumstances, no action will be taken against any person declining overtime in conformity with this section of the contract.

Security personnel may be required to work overtime if no volunteers are available and coverage is needed. A process of reverse seniority would be applied in these cases.

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

The District will maintain the following 'trip' lists that will begin on September 1 and end on June 30. Each eligible employee may add or delete their name from the list at any time through the office of the Assistant Director and their request will go into effect at the discretion of management or no later than the first day of the subsequent month. The lists will be used to fill 'trips' on a rotating seniority basis. These lists are:

- Field Trips
- Athletic/Sport Trips
- Weekend Trips

All high school sport trips that are scheduled during a normal Monday- Friday work week will be assigned to relief drivers first when possible and by seniority after that. All NYC and overnight trips are assigned to relief drivers first when possible and by seniority after that. Any band or sport trip traveling to Long Island will have at least two relief drivers assigned to the trip first when possible and by seniority after that. Any field or sport trip that is over 200 miles will be assigned two relief drivers first when possible and by seniority after that.

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

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

H. Call-in Pay. Any employee called in at a time other than during the hours of his/her regular work shift, to do work other than their regularly assigned duties, shall be paid a minimum of two (2) hours. Such call in pay will not apply to regular work performed at a different time due to emergency school schedule changes.

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

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

K. Overtime in a building will be the work of the custodial staff assigned to that building on a rotating seniority basis, if the custodial staff assigned to that building denies the overtime work then it will be offered, on a rotating seniority basis, to the Driver/custodian and/or driver/custodial workers (10 & 12 months) assigned to that building, if there continues to be overtime needs in that particular building the overtime will be offered to the next willing employee on the full overtime roster.

L. **Snow Removal-** An additional list will be maintained for snow events. This list is for drivers to move buses, shovel around buses, clean and prepare buses for service after the snow event. This list is not for snow plowing or snow blowing the compounds. A part-time driver will be paid \$20/hour for snow removal.



## **9. WORK ASSIGNMENT**

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

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

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

D. Except in unusual circumstances no employee shall be involuntarily transferred from one school to another without forty-eight (48) hours' notice.

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

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

A. Any employee changing job classification or job title by promotion will be placed on the new position salary schedule at the salary at a level that is closest to a 3% increase in salary. Years of service on the new schedule will not be counted when promoting to a new position.

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

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

D. Part-time drivers moving to a ten-month or a twelve-month driver or custodial position will be given one (1) step increment for every three (3) years of part-time service. All other changes will be considered as a promotion.

E. Summer work rates will be uniformed for position and will be determined by the District.

## **11. PROMOTIONS VACANCIES AND NEW JOBS**

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

## **12. JOB SECURITY**

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

B. **Disciplinary Arbitration** – Those unit members who are entitled to section 75 Civil Service Law Disciplinary hearings, hereby collectively waive their rights to such proceedings and, instead, shall be entitled to disciplinary arbitration, whereby the procedures for commencing and pay rights regarding a Section 75 Civil Service Law hearing shall be applicable, except that an arbitrator shall hear the matter and make findings and a decision that are final and binding upon all parties. In meting out discipline, the arbitrator shall be empowered to issue discipline without being restricted to those prescribed in Section 75 of the Civil Service Law. The following arbitrators shall hear cases pursuant to this provision on a rotating basis, to the extent practicable and must be available to convene the hearing within 35 calendar days of the request for hearing: Sheila Cole, Carol Wittenberg and Robert Douglas. The parties shall bear the costs of the arbitration equally.

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

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

E. Lay- Offs and Recall:

1. Competitive class unit members' lay-off and recall rights are governed by statutes and regulations which are not a part of this Agreement. At the District's discretion, the employee(s) affected by the abolition of positions(s) may be eligible to obtain an open position in the next lower job in the non-competitive job classification in the category of job titles.
2. The declination of recall to the same position from which the lay-off occurred shall be deemed a voluntary quit from employment.
3. For non-competitive class employees, recall rights shall exist for one (1) year from the date of lay-off. Thereafter, the employee shall be deemed to have voluntarily quit from employment.
4. There shall be no right to bump 'upstream' within the category.
5. It is agreed that this article is neither grievable nor arbitrable.

### 13. SICK LEAVE

(This section does not apply to School Security Personnel.)

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

B. **Ten Month** All ten-month employees will be granted sick leave at the rate of twelve (12) days per year. Sick time for ten (10) month employees not used in one year may be accumulated up to one hundred eighty (180) days at the rate of up to twelve (12) days per year.

C. **Part Time Employees** All part-time employees will be granted sick leave at the rate of one (1) day per month, not to exceed ten (10) days per year. Part-time employees may accumulate sick leave up to one hundred eighty (180) days at the rate of up to ten (10) days per year.

D. In the case of new employees or other employees not having accumulated one full day of sick leave as of June 30, sick leave will be granted pro rata per month.

1. All new members hired on or after July 1, 2015 shall be subject to the following:

- a) **Twelve Month Employees** All twelve month employees will be granted twelve (12) sick days leave per year. Sick leave not used in one year may be accumulated to an unlimited number of days at the rate of up to twelve (12) days per year.
- b) **Ten Month Employees** All ten-month employees will be granted sick leave at the rate of ten (10) days per year. Sick time for ten (10) month employees not used in one year may be accumulated up to one hundred sixty-five (165) days at the rate of up to ten (10) days per year.
- c) **Part Time Employees** All part-time employees will receive five (5) sick days beginning September 1 of each school year. From February 1 through June 30 one (1) full sick day will be earned the end of each month by the employee who maintains at least one (1) full day of their yearly allotment. Part-time employees may accumulate sick leave up to one hundred sixty-five (165) days at the rate of up to ten (10) days per year.

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

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

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

H. The District, through its representatives, may require a doctor's statement regarding any illness. A doctor's note will be required regarding any illness that causes the employee to be out for three consecutive days.

- I. An employee who cannot pass the required physical examination, and therefore cannot work on the advice

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

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

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

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

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

(Sections A. through F. do not apply to School Security Personnel. Only Section G applies to School Security Personnel.)

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

**B. Bereavement Leave** Three (3) work days bereavement leave will be granted to an employee who suffers a death in his/her immediate family. (Immediate family shall be wife, husband, domestic partner, child, parent, step parent, mother-in-law or father-in-law, sibling, step-sibling, brother-in-law or sister-in-law, grandparent, and grandchild.)

- That bereavement leave for other relatives (other than those already included in the provisions) and friends should be granted only for the time necessary to attend the funeral. This leave shall not exceed more than one (1) day if travel time is required. Additional days may be requested and deducted from sick leave with approval by the Superintendent or the Superintendent's designee.

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

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

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

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

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

**G. Personal Leave for Security Guards and Security Monitors** All school security guards/security monitors who work a total of 1250 hours over the course of the previous year, will receive six hours of paid personal time to be used in the subsequent year.

## **15. ORGANIZATIONAL LEAVE**

**A.** The union will be granted fifteen (15) days leave at the employee's full pay to attend any scheduled conventions of the union. This leave will be used at the discretion of the union. This leave shall not be charged to personal leave, sick time or vacation time. Additional days may be requested and approved at the Superintendent's discretion.

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

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

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

## **16. INSURANCE**

**A. Health Insurance** The CSEA will change to Healthy Advantage and EPO 20, effective July 1, 2015.

**B.** Effective July 1, 2023 all unit members will contribute the following for health insurance.

	<b>Healthy Advantage hired prior to 7/1/15</b>	<b>EPO Hired prior to 7/1/15</b>	<b>Healthy Advantage After 7/1/15</b>	<b>EPO After 7/1/15</b>
<b>23-24</b>	17%	7%	17%	9%
<b>24-25</b>	17%	8%	17%	9%
<b>25-26</b>	17%	9%	17%	9%
<b>26-27</b>	17%	10%	17%	10%

\*School security personnel may participate in the District's health insurance plans by contribution 100% of the premium's costs of their health insurance coverage.

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

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

**E.** In addition, the District shall offer the Mohawk Valley Plan (MVP). The District's financial commitment shall not exceed the amounts contributed to the DEHIC Health Insurance Plan. The District's participation shall end effective December 31, 2015.

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

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

**H.** On or before May 1 of each school year, existing unit members who are eligible for the Districts standard health insurance benefits shall inform the Superintendent's Designee of their decisions to opt out of the District's health insurance plan effective July 1. In return for opting out, the unit member shall receive a payment of \$2,000 paid from the District in two (2) equal installments over the course of the school year. Those unit members who are married to a spouse who is also employed by the District shall be entitled to individual health insurance coverage, if their spouse opts for individual coverage; or one-family coverage plus a \$2,500 annual health insurance buy-out payable to the spouse covered as a dependent and shall be paid from the District in two (2) equal installments over the course of the school year. Such payment will be made prior to December 15 and June 15. The unit member opting for a buy-out shall have the option to deposit the health insurance buy-out payment into a 403(b) or 457 Tax Deferred Annuity Plan available to the employee through the District.

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

Re-entry shall be governed by the rules of the health insurance plan(s) provided for in this agreement. Re-entry shall be conditioned upon the unit member repaying on a prorated basis 1/12th of \$2,000 (1/12<sup>th</sup> of the \$2,500 for members who are married to a spouse in the district, as noted above) for each month remaining in the school year in question.

**I. Health Insurance for Monitors** Monitors working twenty-five (25) hours or more per week are eligible for health insurance per the District Plan.

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

**K. Dental Insurance**

(This section does not apply to School Security Personnel.)

The District will provide, at no cost to the employee, the CSEA EQUINOX Dental Plan. Effective 07/01/11, the District's maximum contribution for dental insurance will be \$1040 per unit member. Effective 07/01/13 the District's maximum contribution for dental insurance will be \$1080 per unit member.

**L. Life Insurance**

(This section does not apply to School Security Personnel.)

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

**17. VACATIONS**

(This section does not apply to School Security Personnel.)

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

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

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

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

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

(20) working days' vacation with pay. (All twelve-month continuous service as a Maintenance or Transportation employee with the District will be counted.)

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

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

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

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

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

**J. Suggested Guidelines to Vacation Time**

1. Generally vacations will be taken at times when the disruption to the orderly operation of the District will be least affected. This time will vary according to the department.
2. No vacations will be taken during the two (2) weeks prior to school opening in September.
3. The following may take vacation when school is in session but not during times stated in #2 above.

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

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

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

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

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

6. The union president or other delegate may take vacation or other time necessary to conduct union business at any time other than the last two (2) weeks before school opens.
7. In cases where more than one employee requests the same time for vacation when it is not feasible to grant multiple requests, the senior member will be given preference.
8. Ten (10) month employees with eight (8) days' vacation will take their vacation at Christmas, Easter or after school closes in June, but before July 1st.

9. An employee who requests extended vacation, without pay, over and above the time entitled to will be put on ten (10) month employment and the benefits will accrue accordingly.

**K. Vacation Accumulation** Unit members eligible for vacation may accumulate vacation days to a maximum of sixty (60) days. At the time of retirement or separation from the District or death, unused accumulated vacation time up to sixty (60) days, shall be converted to cash at the then current rate of pay for unit members.

## **18. PAID HOLIDAYS.**

(This section does not apply to School Security Personnel.)

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

## **19. SNOW DAYS**

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

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

**C.** On snow related emergency closings, full-time employees who perform snow removal duties, will receive an additional two hours of compensation.

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

**A.** The District shall provide each Head Custodian, Custodian, Groundskeeper, Maintenance Mechanic, Maintenance Worker, Bus Driver/Auto Mechanic and Auto Mechanic, and others with approval by Director, who has completed the twenty-six (26) week probationary period, up to one hundred fifty dollars (\$150) per year towards the purchase of steel-toed safety work shoes upon the submission of an appropriate receipt.

**B.** The District shall provide each Auto Mechanic and Bus Driver/Auto Mechanic, who has completed the twenty-six (26) week probationary period, up to four hundred fifty dollars (\$450) for the first year of employment and three hundred seventy-five dollars (\$375) all subsequent years toward the purchase of appropriate automotive repair tools required and approved for the job and not otherwise provided by the District, upon the submission of an appropriate receipt.

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

**D.** The Employer will provide Facilities and Operations Personnel with a minimum of eight (8) branded seasonally appropriate uniform shirt(s) to be worn by the employee while at work. All Employees are responsible for the care and laundering of the uniform shirt(s), and any other uniform garments required to be worn. Loss or damage to the uniform, other than normal wear and tear, will be paid for by the employee to whom the uniform was issued. Uniforms shall only be worn when at work or traveling to and from work.

**E.** The District shall maintain the repair and cleanliness of coveralls, shirts, jackets and pants of employees with mechanic in their title.

**F.** School security personnel shall maintain the attire for workday and evening events, consistent with District mandates.

## **21. RETIREMENT**

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

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

C. To the extent that such sick leave is not utilized as described in paragraph B of this article or utilized for the payment of health insurance provisions pursuant to the provisions of Article 16 retiring employees who are at least 55 years of age shall be entitled to receive at their last year's daily salary rate, payment for all accumulated sick leave in excess of 75 days. Effective July 1, 2019 the total paid to any employee will not exceed \$5,500. To secure the benefits set forth in this paragraph unit members electing to retire shall notify the District of their irrevocable intent to retire at least six (6) months in advance of their retirement date.

D. Eligibility for (a) and (b) below will apply as follows: Effective July 1, 2008 employees retiring from the District after ten (10) years of continuous service;

- (a) All remaining sick days after contractual payments detailed in this contract shall be converted to pay for family health insurance coverage, as long as it lasts. When that amount is used, the District will pay 35% and the retiree will pay 65% of such family premiums, for the life of the unit member.
- (b) Individual health insurance coverage shall be paid at 100% by the District for the life of the retired employee only for those individuals who retire with a minimum of 10 years of service to the District. Effective July 1, 2019, members hired after June 30, 2019 will be entitled to individual health insurance coverage in retirement and shall be paid by the District for the life of the retired employee at the following rate:

After the completion of 15 years of continuous service with the District	80%
After the completion of 18 years of continuous service with the District	90%
After the completion of 20 years of continuous service with the District	100%

**22. UNION MEETINGS AND BUSINESS** The District shall grant to the union the right to use school buildings without cost and at a reasonable time. The principal or supervisor of the building in question shall be notified at least one full day in advance of the time and place of any such meeting and shall grant such use providing it does not conflict with previously scheduled school events. No use of any school building for Union meetings shall be granted without prior approval.

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

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

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

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

## **23. COMPLAINT AGAINST EMPLOYEES**

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

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

C. If the District receives a traffic ticket related to a school vehicle passing a stopped school bus, the driver of the offending vehicle shall reimburse the District through payroll deduction over a period of not more than two months.



## **24. ASSAULTS**

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

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

## **26. WORKERS' COMPENSATION**

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

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

### **C. Guidelines for Workers' Compensation**

Effective July 1, 1998:

- The first 14 calendar days of absence (10 work days) are chargeable to sick leave accruals;
  - After the 14 consecutive calendar days of absence (10 work days), the employee may submit a written application (on a form to be issued by the District) to the labor management committee to extend the period which such absence is not charged to sick leave;
  - All applications shall be considered by the labor management committee consisting of two (2) representatives each from the District and the Association, which shall review each application and make a recommendation to the Superintendent's Designee.
  - The District, upon recommendation from the committee, may grant workers' compensation leave for a period not to exceed 30 work days, retroactive to the initial date of absence.
  - Any leave accruals beyond the 30 days for which the District is reimbursed, shall be restored to the employee.
- \*[This Section does not apply to school security personnel who shall be entitled to the statutory provisions of the Workers' Compensation Law]

## **27. SAFETY**

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

B. Drug/Alcohol Testing. Effective July 1, 1998, all members of the bargaining unit required to possess and maintain a Commercial Driver's License (CDL) as a condition of employment, shall be subject to drug and alcohol testing as required under Section 382.601 of the Federal Motor Carrier Safety Regulations, and the policy and procedures of the Board of Education. Effective July 1, 2019, with reasonable suspicion of being under the influence of drugs and/or alcohol, members of the bargaining unit may be subject to testing. Procedures regarding the testing are shown in Appendix B.

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

D. All employees must abide by the dress code described in the CSEA department handbook.

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

- A grievance may only be filed by the union or by a member of the unit defined in the recognition clause. The District shall continue its practice with regard to time used by the union in the processing of grievance.

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

## **STEPS OF THE GRIEVANCE PROCEDURE**

**STEP 1.** All grievances must be filed with the employee's immediate supervisor no later than ten (10) school days after the date upon which the alleged grievance arose. In the event that the employee's immediate supervisor and the grievant cannot amicably adjust the grievance, it shall be processed to Step 2.

Any employee may have the union represent him/her at this step if he/she so desires.

**STEP 2.** In the event that a grievance is not amicably adjusted between the District and the complaining party in Step 1, then an appeal may be filed to the superintendent of schools or his/her designee. Such an appeal must be filed no later than ten (10) school days after the receipt of the Step 1 disposition by the complaining party. Any appeal to the superintendent shall be in writing and shall include the written grievance filed in Step 1, the answer thereto and a statement from the appealing party for the reasons for the appeal.

A hearing on such grievance processed to this step shall be granted by the superintendent or his/her designee within ten (10) school days after the filing of an appeal to Step 2. The superintendent or his/her designee shall have ten (10) school days after the grievance has been presented in this oral session within which to act upon the grievance. The disposition of the grievance shall be in writing and shall be submitted to the person filing the appeal. In the event that an appeal is filed by an individual grievant, a copy of the superintendent's determination or that of his/her designee shall be forwarded to the union.

**STEP 3.** In the event that the disposition of Step 2 does not amicably adjust the matter between the parties, an appeal may be filed to the Board of Education. However, no such appeal shall be honored unless filed within ten (10) school days after receipt of the Step 2 determination by the aggrieved party. The appeal shall be filed with the Clerk of the board within this period. It shall be in writing and shall set forth in detail the reasons for the appeal. All appeals shall contain all papers filed in Step 1, Step 2 and the answers thereto.

Within ten (10) days after the receipt of the appeal, the Board of Education may appoint a subcommittee to hear and determine the dispute or sit as a committee as a whole to hear and determine the dispute. Hearings at Step 3 may be held within fifteen (15) school days after receipt of the appeal. The aggrieved party and the designated representative of the union shall be necessary parties of this hearing. The immediate supervisor of the grievant and the supervising principal may also be present.

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

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

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

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

**STEP 4.** In the event that the decision reached by the Board of Education does not amicably resolve the grievance, the Union may demand arbitration pursuant to a contractual panel of arbitrators (Ira Lobel, Carol Wittenberg, Robert Douglas or Sheila Cole) who shall serve on a rotating basis, to the extent practicable. The decision of the Arbitrator shall be final and binding. Union may demand arbitration within 20 days otherwise it is deemed withdrawn with prejudice and the Board decision shall be final and binding.

## 29. SEPARABILITY

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

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

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

**31. DURATION OF AGREEMENT AND REOPENING** This agreement shall be effective as of July 1, 2023, and shall continue in effect through June 30, 2027. The Union and the District agree that all negotiable items have been discussed during negotiations and will not be reopened at any time, whether contained in this agreement or not, during the life of this agreement. Any district policies unaltered or unchanged by the language of this agreement shall remain in force, and it shall be the prerogative of the District to initiate and announce new policies not affecting or changing matters contained in this agreement. In the event either party wishes to amend this agreement, all negotiations proposals will be submitted no earlier than January 1, 2027, not later than January 15, 2027. Negotiations must commence no earlier than February 1, 2027, and no later than February 15, 2027.

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

SO AGREED, this 22<sup>nd</sup> day of June, 2023, subject to ratification by the respective constituencies.

ARLINGTON CENTRAL SCHOOL DISTRICT

By:   
President, Board of Education

Date: 10-24-23

By:   
Superintendent of Schools

Date: 10/23/23

THE CIVIL SERVICE EMPLOYEES ASSOCIATION, INC.,

By:   
President, CSEA

Date: 10/20/23

By:   
Collective Bargaining Specialist, CSEA

Date: 10/20/23

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

**A**

12 month schedule

Head Custodian

Bus Driver/Dispatcher

	2023-24	2024-25	2025-26	2026-27
Step				
1	\$56,164	\$60,349	\$61,556	\$62,787
2	\$57,070	\$61,282	\$62,508	\$63,758
3	\$58,005	\$62,245	\$63,490	\$64,760
4	\$58,959	\$63,228	\$64,493	\$65,783
5	\$59,933	\$64,231	\$65,516	\$66,826
6	\$60,926	\$65,254	\$66,559	\$67,890
7	\$61,938	\$66,296	\$67,622	\$68,974
8	\$62,971	\$67,360	\$68,707	\$70,081
9	\$64,025	\$68,446	\$69,815	\$71,211
10	\$65,099	\$69,552	\$70,943	\$72,362
11	\$66,195	\$70,681	\$72,095	\$73,537
12	\$67,313	\$71,832	\$73,269	\$74,734
13	\$68,453	\$73,007	\$74,467	\$75,956
14	\$69,616	\$74,204	\$75,688	\$77,202
15	\$70,802	\$75,426	\$76,935	\$78,474
16	\$72,012	\$76,672	\$78,205	\$79,769

**B**

12 month schedule

Carpenter

Electrician

Plumber

Mechanic- Plumbing &  
HeatingSenior Automotive  
Mechanic

Automotive Mechanic

	2023-24	2024-25	2025-26	2026-27
Step				
1	\$60,472	\$62,286	\$63,532	\$64,803
2	\$61,318	\$63,158	\$64,421	\$65,709
3	\$62,180	\$64,045	\$65,326	\$66,633
4	\$63,058	\$64,950	\$66,249	\$67,574
5	\$63,964	\$65,883	\$67,201	\$68,545
6	\$64,886	\$66,833	\$68,170	\$69,533
7	\$65,828	\$67,803	\$69,159	\$70,542
8	\$66,789	\$68,793	\$70,169	\$71,572
9	\$67,768	\$69,801	\$71,197	\$72,621
10	\$68,769	\$70,832	\$72,249	\$73,694
11	\$69,787	\$71,881	\$73,319	\$74,785
12	\$70,827	\$72,952	\$74,411	\$75,899
13	\$71,887	\$74,044	\$75,525	\$77,036
14	\$72,970	\$75,159	\$76,662	\$78,195
15	\$74,073	\$76,295	\$77,821	\$79,377
16	\$75,199	\$77,455	\$79,004	\$80,584
17	\$76,346	\$78,636	\$80,209	\$81,813
18	\$77,517	\$79,843	\$81,440	\$83,069

**C**

12 month schedule

Custodian

Bus Driver/Asst. Printer

Bus Driver/Automotive  
Mechanic

Maintenance Worker

Receiving Clerk

Bus Driver/Office Assistant

Bus Driver/19A Examiner

	2023-24	2024-25	2025-26	2026-27
Step				
1	\$49,734	\$53,726	\$54,801	\$55,897
2	\$50,554	\$54,571	\$55,662	\$56,775
3	\$51,393	\$55,435	\$56,544	\$57,675
4	\$52,248	\$56,315	\$57,441	\$58,590
5	\$53,119	\$57,213	\$58,357	\$59,524
6	\$54,016	\$58,136	\$59,299	\$60,485
7	\$54,932	\$59,080	\$60,262	\$61,467
8	\$55,866	\$60,042	\$61,243	\$62,468
9	\$56,819	\$61,024	\$62,244	\$63,489
10	\$57,790	\$62,024	\$63,264	\$64,529
11	\$58,781	\$63,044	\$64,305	\$65,591
12	\$59,793	\$64,087	\$65,369	\$66,676
13	\$60,824	\$65,149	\$66,452	\$67,781
14	\$61,875	\$66,231	\$67,556	\$68,907
15	\$62,947	\$67,335	\$68,682	\$70,056
16	\$64,041	\$68,462	\$69,831	\$71,228
17	\$65,158	\$69,613	\$71,005	\$72,425
18	\$66,296	\$70,785	\$72,201	\$73,645

**D**

12 month schedule

Bus Driver/Automotive

Mechanic Helper

Maintenance Helper

Relief Driver

Bus Driver/Custodian

Bus Driver/Asst.

Dispatcher

Bus Driver/Maintenance

Worker

Senior Custodial Worker

Automotive Mechanic

Helper Trainee

	2023-24	2024-25	2025-26	2026-27
Step				
1	\$49,094	\$53,067	\$54,128	\$55,211
2	\$49,902	\$53,899	\$54,977	\$56,077
3	\$50,728	\$54,750	\$55,845	\$56,962
4	\$51,569	\$55,616	\$56,728	\$57,863
5	\$52,435	\$56,508	\$57,638	\$58,791
6	\$53,320	\$57,420	\$58,568	\$59,739
7	\$54,221	\$58,348	\$59,515	\$60,705
8	\$55,141	\$59,295	\$60,481	\$61,691
9	\$56,078	\$60,260	\$61,465	\$62,694
10	\$57,035	\$61,246	\$62,471	\$63,720
11	\$58,012	\$62,252	\$63,497	\$64,767
12	\$59,007	\$63,277	\$64,543	\$65,834
13	\$60,022	\$64,323	\$65,609	\$66,921
14	\$61,057	\$65,389	\$66,697	\$68,031
15	\$62,114	\$66,477	\$67,807	\$69,163

**E**

12 month schedule

School Courier

Bus Driver/Custodial  
Worker

Custodial Worker

	2023-24	2024-25	2025-26	2026-27
Step				
1	\$42,317	\$46,087	\$47,009	\$47,949
2	\$43,042	\$46,833	\$47,770	\$48,725
3	\$43,781	\$47,594	\$48,546	\$49,517
4	\$44,535	\$48,371	\$49,338	\$50,325
5	\$45,305	\$49,164	\$50,147	\$51,150
6	\$46,098	\$49,981	\$50,981	\$52,001
7	\$46,906	\$50,813	\$51,829	\$52,866
8	\$47,731	\$51,663	\$52,696	\$53,750
9	\$48,572	\$52,529	\$53,580	\$54,652
10	\$49,431	\$53,414	\$54,482	\$55,572
11	\$50,305	\$54,314	\$55,400	\$56,508
12	\$51,198	\$55,234	\$56,339	\$57,466
13	\$52,109	\$56,172	\$57,295	\$58,441
14	\$53,038	\$57,129	\$58,272	\$59,437
15	\$53,985	\$58,105	\$59,267	\$60,452
16	\$54,952	\$59,101	\$60,283	\$61,489
17	\$55,937	\$60,115	\$61,317	\$62,543
18	\$56,943	\$61,151	\$62,374	\$63,621
19	\$57,968	\$62,207	\$63,451	\$64,720
20	\$59,015	\$63,285	\$64,551	\$65,842



**F**

10 month schedule

Bus Driver/Custodial  
Worker

Custodial Worker

	2023-24	2024-25	2025-26	2026-27
Step				
1	\$33,522	\$37,028	\$37,769	\$38,524
2	\$34,091	\$37,614	\$38,366	\$39,133
3	\$34,672	\$38,212	\$38,976	\$39,756
4	\$35,264	\$38,822	\$39,598	\$40,390
5	\$35,868	\$39,444	\$40,233	\$41,038
6	\$36,485	\$40,080	\$40,882	\$41,700
7	\$37,113	\$40,726	\$41,541	\$42,372
8	\$37,754	\$41,387	\$42,215	\$43,059
9	\$38,415	\$42,067	\$42,908	\$43,766
10	\$39,089	\$42,762	\$43,617	\$44,489
11	\$39,776	\$43,469	\$44,338	\$45,225
12	\$40,477	\$44,191	\$45,075	\$45,977
13	\$41,192	\$44,928	\$45,827	\$46,744
14	\$41,921	\$45,679	\$46,593	\$47,525
15	\$42,666	\$46,446	\$47,375	\$48,323
16	\$43,424	\$47,227	\$48,172	\$49,135
17	\$44,198	\$48,024	\$48,984	\$49,964
18	\$44,988	\$48,838	\$49,815	\$50,811
19	\$45,793	\$49,667	\$50,660	\$51,673
20	\$46,615	\$50,513	\$51,523	\$52,553

**G**

10 month schedule

Bus Driver – Part Time

	2023-24	2024-25	2025-26	2026-27
Step				
1	\$29,550	\$29,846	\$30,144	\$30,596
2	\$29,550	\$29,846	\$30,144	\$30,596
3	\$29,550	\$29,846	\$30,144	\$30,596
4	\$29,550	\$29,846	\$30,144	\$30,596
5	\$29,550	\$29,846	\$30,144	\$30,596
6	\$29,550	\$29,846	\$30,144	\$30,596
7	\$29,550	\$29,846	\$30,144	\$30,596
8	\$29,550	\$29,846	\$30,144	\$30,596
9	\$29,550	\$29,846	\$30,144	\$30,596
10	\$29,550	\$29,846	\$30,144	\$30,596
11	\$29,550	\$29,846	\$30,144	\$30,596
12	\$29,550	\$29,846	\$30,144	\$30,596
13	\$29,550	\$29,846	\$30,144	\$30,596
14	\$29,550	\$29,846	\$30,144	\$30,596
15	\$29,550	\$29,846	\$30,144	\$30,596
16	\$29,550	\$29,846	\$30,144	\$30,596
17	\$29,550	\$29,846	\$30,144	\$30,596
18	\$29,550	\$29,846	\$30,144	\$30,596
19	\$30,887	\$31,814	\$32,450	\$33,099
20	\$31,453	\$32,397	\$33,045	\$33,706
21	\$32,031	\$32,992	\$33,652	\$34,325
22	\$32,620	\$33,599	\$34,271	\$34,956
23	\$33,221	\$34,218	\$34,902	\$35,600
24	\$33,833	\$34,848	\$35,545	\$36,256

# H

Hourly Custodial Worker

	2023-24	2024-25	2025-26	2026-27
Step				
1	\$19.34	\$19.92	\$20.32	\$20.73
2	\$19.67	\$20.26	\$20.67	\$21.08
3	\$20.00	\$20.60	\$21.01	\$21.43
4	\$20.34	\$20.95	\$21.37	\$21.80
5	\$20.69	\$21.31	\$21.74	\$22.17
6	\$21.05	\$21.68	\$22.11	\$22.55
7	\$21.41	\$22.05	\$22.49	\$22.94
8	\$21.78	\$22.43	\$22.88	\$23.34
9	\$22.17	\$22.84	\$23.30	\$23.77
10	\$22.55	\$23.23	\$23.69	\$24.16
11	\$22.95	\$23.64	\$24.11	\$24.59
12	\$23.35	\$24.05	\$24.53	\$25.02
13	\$23.76	\$24.47	\$24.96	\$25.46
14	\$24.18	\$24.91	\$25.41	\$25.92
15	\$24.62	\$25.36	\$25.87	\$26.39

**I**  
School Monitor

	2023-24	2024-25	2025-26	2026-27
Step				
1	\$21,967	\$25,126	\$25,629	\$26,142
2	\$22,349	\$25,519	\$26,029	\$26,550
3	\$22,738	\$25,920	\$26,438	\$26,967
4	\$23,135	\$26,329	\$26,856	\$27,393
5	\$23,541	\$26,747	\$27,282	\$27,828
6	\$23,954	\$27,173	\$27,716	\$28,270
7	\$24,381	\$27,612	\$28,164	\$28,727
8	\$24,818	\$28,063	\$28,624	\$29,196
9	\$25,262	\$28,520	\$29,090	\$29,672
10	\$25,716	\$28,987	\$29,567	\$30,158
11	\$26,178	\$29,463	\$30,052	\$30,653
12	\$26,651	\$29,951	\$30,550	\$31,161
13	\$27,132	\$30,446	\$31,055	\$31,676
14	\$27,624	\$30,953	\$31,572	\$32,203
15	\$28,124	\$31,468	\$32,097	\$32,739
16	\$28,635	\$31,994	\$32,634	\$33,287
17	\$29,156	\$32,531	\$33,182	\$33,846
18	\$29,689	\$33,080	\$33,742	\$34,417

**J**  
Bus Monitor

	2023-24	2024-25	2025-26	2026-27
Step				
1	\$19,000	\$19,190	\$19,382	\$19,673
2	\$19,000	\$19,190	\$19,382	\$19,673
3	\$19,000	\$19,190	\$19,382	\$19,673
4	\$19,000	\$19,190	\$19,382	\$19,673
5	\$19,000	\$19,190	\$19,382	\$19,673
6	\$19,000	\$19,190	\$19,382	\$19,673
7	\$19,000	\$19,190	\$19,382	\$19,673
8	\$19,000	\$19,190	\$19,382	\$19,673
9	\$19,000	\$19,190	\$19,382	\$19,673
10	\$19,000	\$19,190	\$19,382	\$19,673
11	\$19,000	\$19,190	\$19,382	\$19,673
12	\$19,798	\$20,392	\$20,800	\$21,216
13	\$20,143	\$20,747	\$21,162	\$21,585
14	\$20,494	\$21,109	\$21,531	\$21,962
15	\$20,852	\$21,478	\$21,908	\$22,346
16	\$21,218	\$21,855	\$22,292	\$22,738
17	\$21,591	\$22,239	\$22,684	\$23,138
18	\$21,971	\$22,630	\$23,083	\$23,545

**K**  
Relief Driver (10 month)

	2023-24	2024-25	2025-26	2026-27
Step				
1	\$37,136	\$40,750	\$41,565	\$42,396
2	\$37,735	\$41,367	\$42,194	\$43,038
3	\$38,345	\$41,995	\$42,835	\$43,692
4	\$38,968	\$42,637	\$43,490	\$44,360
5	\$39,602	\$43,290	\$44,156	\$45,039
6	\$40,250	\$43,958	\$44,837	\$45,734
7	\$40,912	\$44,639	\$45,532	\$46,443
8	\$41,585	\$45,333	\$46,240	\$47,165
9	\$42,273	\$46,041	\$46,962	\$47,901
10	\$42,975	\$46,764	\$47,699	\$48,653
11	\$43,697	\$47,508	\$48,458	\$49,427
12	\$44,433	\$48,266	\$49,231	\$50,216
13	\$45,184	\$49,040	\$50,021	\$51,021
14	\$45,950	\$49,829	\$50,826	\$51,843
15	\$46,732	\$50,634	\$51,647	\$52,680

# L

Security Guards

School Security Monitors

	2023-24	2024-25	2025-26	2026-27
Step				
1*	\$23.93	\$24.65	\$25.14	\$25.64
2*	\$24.39	\$25.12	\$25.62	\$26.13
3*	\$26.78	\$27.58	\$28.13	\$28.69

\*denotes hourly rate

**M**

Groundskeepers

	2023-24	2024-25	2025-26	2026-27
Step				
1	\$42,317	\$47,087	\$48,029	\$48,990
2	\$43,042	\$47,833	\$48,790	\$49,766
3	\$43,781	\$48,594	\$49,566	\$50,557
4	\$44,535	\$49,371	\$50,358	\$51,365
5	\$45,305	\$50,164	\$51,167	\$52,190
6	\$46,098	\$50,981	\$52,001	\$53,041
7	\$46,906	\$51,813	\$52,849	\$53,906
8	\$47,731	\$52,663	\$53,716	\$54,790
9	\$48,572	\$53,529	\$54,600	\$55,692
10	\$49,431	\$54,414	\$55,502	\$56,612
11	\$50,305	\$55,314	\$56,420	\$57,548
12	\$51,198	\$56,234	\$57,359	\$58,506
13	\$52,109	\$57,172	\$58,315	\$59,481
14	\$53,038	\$58,129	\$59,292	\$60,478
15	\$53,985	\$59,105	\$60,287	\$61,493
16	\$54,952	\$60,101	\$61,303	\$62,529
17	\$55,937	\$61,115	\$62,337	\$63,584
18	\$56,943	\$62,151	\$63,394	\$64,662
19	\$57,968	\$63,207	\$64,471	\$65,760
20	\$59,015	\$64,285	\$65,571	\$66,882



**Appendix B**  
**ARLINGTON CENTRAL SCHOOL DISTRICT**  
**CIVIL SERVICE EMPLOYEE ASSOCIATION**  
***Drug & Alcohol Testing***

Apart from random testing of transportation department employees as required by Department of Transportation standards. In the event the District has reasonable suspicion that a unit member may be under the influence of drugs and/or alcohol during the work day, the District reserves the discretion to implement on-demand drug and/or alcohol testing of the unit member at the district's expense. Reasonable suspicion shall be defined as an objectively justifiable suspicion that is based on specific facts and/or circumstances. These facts and/or circumstances shall be limited to:

- a) Criminal incident report that involves illicit drugs or alcohol and a nexus to the unit member's employment, as determined by the District;
- b) An eyewitness report, supported by a signed affidavit, that indicates a unit member was in possession of, or under the influence of, drugs or alcohol on school property at any time during the work day;
- c) Observed behavior that suggests a unit member may be under the influence of drugs or alcohol during the work day, which may include slurred or incoherent speech, dilated pupils, lack of coordination, unsteady gait, erratic behavior, and any other behavior that would lead a reasonable person to conclude that the unit member is under the influence of drugs and/or alcohol. Said observed behavior will be confirmed by either two (2) supervisors/administrators not in the CSEA unit or a school nurse or another district health services professional before an on-demand drug and/or alcohol test may be required; or
- d) Admission by a unit member that he/she has reported to work under the influence of drugs and/or alcohol or has used drugs and/or alcohol during the work day.
- e) Accident involving property damage and/or physical injury.

The unit member shall be informed of the specific reason for the drug and/or alcohol test at the time the test is performed. Any refusal to submit to such testing after the district has established its right to do so by meeting any of the above-referenced "facts and/or circumstances" shall be considered a positive reading. The procedures for completing drug and/or alcohol testing shall follow the protocols set forth by the third-party agency contracted by the District and certified to perform such testing and shall be in accordance with the objective standards and requirements set forth by the third-party agency.