

AGREEMENT

by and between the

**NORTHEAST CENTRAL
SCHOOL DISTRICT**

and

**CSEA, Local 1000 AFSCME,
AFL-CIO**



**Webutuck CSD Unit #6664
Dutchess County Educational Local 867**

July 1, 2020 – June 30, 2025

Table of Contents

ARTICLE I.....	1
RECOGNITION	1
ARTICLE II.....	1
NO STRIKE CLAUSE.....	1
ARTICLE III.....	2
DUES DEDUCTION	2
ARTICLE IV	2
HOURS OF WORK AND OVERTIME	2
ARTICLE V	6
SALARY	6
ARTICLE VI	7
INSURANCE	7
ARTICLE VII	10
LONGEVITY	10
ARTICLE VIII	10
UNIFORMS	10
ARTICLE IX.....	10
HOLIDAYS	10
ARTICLE X.....	11
LEAVE WITH PAY	11
ARTICLE XI.....	14
LAYOFFS	14
ARTICLE XII.....	14
JOB OPENINGS AND SPECIFICATIONS.....	14
ARTICLE XIII.....	14
PROBATIONARY EMPLOYEES	14

ARTICLE XIV	14
TENURE AND DISCIPLINE	14
ARTICLE XV	14
PRECEDENTS	14
ARTICLE XVI	15
GRIEVANCE PROCEDURES.....	15
ARTICLE XVII	17
SAVINGS CLAUSE.....	17
ARTICLE XVIII	17
LABOR MANAGEMENT COMMITTEE	17
ARTICLE XIX.....	18
PERSONAL EMPLOYMENT HISTORY FOLDER.....	18
ARTICLE XX.....	18
LEGISLATIVE CLAUSE.....	18
ARTICLE XXI.....	19
DURATION OF AGREEMENT.....	19
SALARY SCHEDULES.....	22
 Memorandum of Agreement Ratifying 2020-2025 Contract	
 Memorandum of Agreement – Longevity Payments	
 Memorandum of Agreement – Union Members Substituting as Supervisors for Certain Non-bargaining Unit Members	

This agreement, entered into by and between the Northeast Central School District, hereinafter called the "District," and the Civil Service Employees Association, Inc., Local 1000, AFSCME, AFL-CIO for the Webutuck Central School District Unit 6664 of the Dutchess County Educational Local 867, hereinafter called the "Union."

WITNESSETH

In consideration of the mutual promises and conditions hereinafter set forth, the said parties agree to and with each other as follows:

As used herein:

BOARD shall mean the Board of Education of the District.

EMPLOYER shall mean the District.

EMPLOYEE shall mean the employee of the District working under this Agreement.

IMMEDIATE SUPERVISOR shall mean the Building Principal, or School Business Manager, Cafeteria Supervisor, Transportation Supervisor or Director of Facilities.

ARTICLE I RECOGNITION

The Board recognizes the Union (CSEA, Inc.) as the sole and exclusive representative for all permanent clerical, teacher aide, teaching assistant, school nurse, monitors, building and grounds, cafeteria, office assistant/dispatcher, cook, cook manager, bookkeeper, senior account clerk, account clerk, senior typist, typist, head maintenance worker, maintenance worker, custodian, cleaner, courier, custodial worker, food service helper, cashier, health office aide, head bus driver, bus driver, school bus dispatcher, head mechanic, automotive mechanic, and transportation employees; excluding teachers, Cafeteria Supervisor, Transportation Supervisor, Director of Facilities, administrators, and substitutes, for the purpose of collective negotiations for all terms and conditions of employment, the processing of grievances and the administration of this Agreement, for the maximum period allowed by law.

ARTICLE II NO STRIKE CLAUSE

The Union affirms that it does not assert the right to strike against the employer and agrees that it will not conduct any strike against the employer, and it shall not assist or participate in any strike or impose an obligation upon its members to cause, instigate, encourage or condone a strike against the employer.

ARTICLE III DUES DEDUCTION

A. The Civil Service Employees Association, Inc., shall have exclusive rights to payroll deductions of dues and Union sponsored insurance and benefit program premiums for employees covered by this Agreement. Such dues and premiums shall be remitted to the Civil Service Employees Association, Inc., 143 Washington Avenue, Albany, New York 12210 on a payroll period basis.

B. The Board will honor individual authorizations subject to paragraph E hereof, for the deductions of Union membership dues and other employee authorized deductions as are regularly levied from time to time. The Union shall certify to the Board, in writing, the current rate of its membership dues and other employee-authorized deductions.

C. Deductions, so authorized, shall be uniformly and consistently made from each pay and the same shall be remitted to the Treasurer, Civil Service Employees Association, Inc., 143 Washington Avenue, Albany, New York 12210.

D. The Union assumes responsibility for the disposition of such funds so deducted once they are remitted to the Union.

E. In making deductions, pursuant to this Article, the Board assumes no responsibility for the amount deducted or whether deductions for a particular employee were authorized. The Union shall hold the Board harmless for damages and expenses resulting from these deductions.

F. The employer shall supply to the Webutuck Central School District Unit's President or designee on a monthly basis a copy of the Board of Education minutes specifying new employees.

G. Agency Shop Fee. The Civil Service Employees Association, Inc., having been recognized or certified as the exclusive representative of employees within the bargaining unit represented by this agreement shall have deductions made from the wage or salary of employees of said bargaining unit who are not members of the Civil Service Employees Association, Inc., the amount equivalent to the dues levied by the Civil Service Employees Association, Inc. The employer shall make such deductions and transmit the amount so deducted, along with a listing of such employees, to Civil Service Employees Association, Inc., 143 Washington Avenue, Albany, New York 12210.

ARTICLE IV HOURS OF WORK AND OVERTIME

A. Office and Clerical Employees

1. Regular schedule. The normal workweek shall consist of thirty-seven and one-half (37 ½) hours per week, eight (8) hours per day, Monday through Friday, including one-half (1/2) hour for lunch.

2. Summer schedule. When school is not in session, the workweek for twelve-month employees shall consist of thirty (30) hours per week, six (6) hours per day, Monday through Friday, excluding lunch. Clerical staff will modify their daily schedules to provide coverage between the hours of 8:00 a.m. and 3:00 p.m. When the work load dictates, the immediate supervisor may ask employees to work up to thirty-seven and one-half (37 ½) hours per week at no extra pay.

3. Holiday schedule. It is understood that during extended holiday periods during the school year, each clerical employee will work a total of seven (7) days, such days to be determined by consultation with the administrator. By mutual agreement, for ten-month employees, a total of seven (7) days during the summer may be substituted for seven (7) days during extended holiday periods during the school year.

B. Custodial and Maintenance Employees

1. Regular Schedule. The normal workweek for custodial employees shall consist of forty (40) hours per week, Monday through Friday, between 6:00 a.m. and 4:00 p.m., including a forty-five (45) minute lunchbreak and a fifteen (15) minute coffee break. The normal workweek for maintenance employees shall consist of forty (40) hours per week, Monday through Friday, between 6:00 a.m. and 4:00 p.m. including a thirty-minute lunchbreak and fifteen (15) minute coffee break.

2. Summer Schedule. When school is not in session the workweek shall consist of forty (40) hours per week, eight (8) hours per day, including one-half (½) hour for lunch, Monday through Friday, 6:00 a.m. to 2:30 p.m.

3. Night Schedule. The night schedule shall consist of forty (40) hours per week, eight (8) hours per day, excluding one-half (½) hour for supper, Monday through Friday, 3:00 pm to 11:30 pm when school is in session. When school is not in session, the workweek shall be the same as the other day custodians, Monday through Friday, between 6:00 am and 2:30 pm, including forty-five (45) minute lunchbreak and fifteen (15) minute coffee break.

4. Relief Schedule. The relief schedule shall consist of forty (40) hours per week, eight (8) consecutive hours per day. The relief employee shall work at the discretion of the Supervisor of Facilities.

5. Offset Shift. The District shall have the discretion to create an Offset Shift. The offset shift schedule, Tuesday through Saturday, 6:00 a.m. – 3:00 p.m., shall only be applicable to current custodial and maintenance employees who volunteer for the offset shift or for custodial and maintenance employees hired on or after February 1, 2008. This offset shift schedule will sunset on June 30, 2010 and will only be renewed if the parties specifically agree to incorporate the provision in a future agreement.

C. Cafeteria Employees

1. Work Hours. The following work hours are subject to change depending upon enrollment and student participation.

Webutuck Jr./Sr. High School -
Webutuck Elementary School -

7:45 a.m. to 2:15 p.m.
9:30 a.m. to 1:30 p.m.

2. No cafeteria employee shall be scheduled to work fewer than three (3) hours per day.
3. An unpaid one-half ($\frac{1}{2}$) hour lunch period is included in the above hours.
4. All cafeteria employees are entitled to lunch free of charge.
5. Employees shall be entitled to one (1) fifteen (15) minute coffee break per schedule.
6. At the discretion of the Cafeteria Supervisor, serious consideration shall be given to obtaining substitutes for prolonged absences of at least two (2) weeks in duration.

D. Transportation Employees

1. Regular Schedule. The normal workweek for twelve (12) month employees shall consist of forty (40) hours per week, Monday through Friday, scheduled between the hours of 6:00 a.m. and 4:00 p.m., including a forty-five (45) minute lunchbreak and a fifteen (15) minute coffee break when school is in session. When school is not in session, the work schedule will be between the hours of 6:00 a.m. and 4:00 p.m. including a forty-five (45) minute lunchbreak and a fifteen (15) minute coffee break.
2. Driver Retesting. An employee who does not pass testing procedures which allow for retesting under Section 19A of the New York State Vehicle and Traffic Law shall have the job position held open for thirty (30) days pending retesting procedures provided for in Section 19A. Upon successful passing of this testing procedure, the employee shall be reinstated to the position formerly held without loss of seniority or benefits.

E. Teacher Aides, Teaching Assistants and Nurses

1. Regular Schedule. – Teacher Aides. The normal workweek for ten (10) month Teacher Aides shall consist of thirty-two and one-half ($32\frac{1}{2}$) hours per week, seven (7) hours per day, Monday through Friday, including one-half ($\frac{1}{2}$) hour for lunch. Nothing herein shall be construed to limit the amendment to hours of work on a case-by-case basis if such change is mutually agreeable between the District and the Union.
2. Regular Schedule. – Teacher Assistants and Nurses.
 - a. The normal workweek for Teaching Assistants shall consist of thirty-seven and one-half ($37\frac{1}{2}$) hours per week, seven and one-half ($7\frac{1}{2}$) hours per day, Monday through Friday, excluding one-half ($\frac{1}{2}$) hour for lunch.
 - b. The normal workweek for Nurses shall consist of thirty-seven and one-half ($37\frac{1}{2}$) hours per week, Monday through Friday, including $\frac{1}{2}$ hour paid lunch period. The School District shall use its best efforts to obtain substitutes for LPN/RN.

When school is not in session, the Teacher Aides workweek shall consist of twenty-five (25) hours per week, five (5) hours per day. When the workload dictates, the building principal may ask the teacher aide to work up to thirty-two and one-half (32½) hours at no extra pay.

3. The District will pay the tuition costs for college courses for which Teaching Assistants receive prior approval from the Superintendent.

F. Overtime Pay

1. Employees shall receive pay at a rate of one and one half (1 ½) times their regular rate of pay for all hours worked in excess of 40 hours per week and/or all hours worked in excess of eight (8) hours per day.

2. All employees shall receive pay at a rate of two (2) times their regular rate of pay for all work (1) on Sunday and (2) on a holiday.

3. Employees called into work for emergencies or for building checks before or after completing their tour of duty shall be guaranteed a minimum of three (3) hours pay at the applicable overtime rate. Should the District request an employee to work overtime; and when such request is made prior to the end of the previous workday; and such overtime assignment is contiguous to a normal workday, then the employee shall be paid for the actual hours worked.

4. Employees shall receive their regular rate of pay for all field trips, sports trips, or extra-curricular travel. Anytime over eight (8) hours per day or forty (40) hours per week will be paid at a rate of overtime.

5. Employees directed to use their own vehicles will be reimbursed at the IRS rate per mile. Mileage allowance will be paid employees using their cars for building checks from home to home.

6. Overtime shall be distributed equitably among the employees who normally do such work by means of a rotational, overtime roster. The initial rotation list shall be established on the basis of seniority, beginning with the most senior employee, in descending order of seniority. Overtime shall be distributed beginning with the most senior employee, in order of seniority, until the least senior employee is called, and begin again with most senior employee. A refusal to work overtime shall be treated as overtime worked, and the employee shall not be called again until he or she becomes eligible in the next rotation cycle. The overtime rosters shall be posted in employees' work place in areas that are easily accessible to them. The District will continuously update the rosters to show the order of calls for overtime, whether or not employees called refused or accepted the overtime, employees' names and seniority dates, the date of the overtime work, and the number of overtime hours worked.

G. Meal Allowance

Effective the date of signature of the Memorandum of Agreement, meal allowance for lunch and/or dinner shall be granted up to a maximum of twelve dollars (\$12.00) each for field trips or extra-curricular event trips under the following conditions:

1. Receipts for meals paid for by the driver must be submitted.
2. The driver must be out on the trip between the hours of 11:30 a.m. through 1:30 p.m., or after 5:00 p.m.
3. The allowances do not apply to the late sport or detention run and/or to buses rented by outside organizations.

H. Out-of-Title Work

1. In the event of a temporary emergency vacancy, defined as an unforeseen, non-recurring circumstance of more than sixty (60) days duration, which might impair the District's operations or interfere with the proper discharge of its obligations, or constitutes a danger to students, employees, the public, or property, the District may require employees to work in a job title other than the one to which they were appointed.
2. If the District requires an employee to work out of title in a higher grade job (i.e., higher paid), the District shall pay the employee for all such time worked at the higher rate of pay. If the District requires an employee to work out of title in a lower grade job (i.e., lower paid), the District shall pay the employee for all such time worked at the employee's regular rate of pay.
3. The District shall fill temporary vacancies (those vacancies which exist for 120 or more consecutive days), other than emergency vacancies, in accordance with Article XII of this collective bargaining agreement and the applicable provisions of New York State Civil Service Rules and Regulations.

ARTICLE V SALARY

A. Base salaries in the collective bargaining agreement shall be as follows:

2020-2021 2% increase applied to the salary schedule
2021-2022 2% increase applied to the salary schedule
2022-2023 2% increase applied to the salary schedule
2023-2024 2% increase applied to the salary schedule
2024-2025 2% increase applied to the salary schedule

Note: The salary schedule for the Food Service Helper/Cashier will be amended by deleting Entry 1 and Entry 2 steps. Therefore, the salary schedule for the Food Service

Helper/Cashier will contain a five (5) step salary schedule as in the case for all other positions in the bargaining unit.

Except for those employees named on Attachment "A", no other members of the bargaining unit will be paid a salary or hourly rate higher than Step 5/the top step of the salary schedule(s), unless the parties agreed to do so in a written memorandum of agreement which is ratified by the Association and approved by the Board of Education.

B. Step movement to continue.

C. At the option of the School District, the hiring rate for new employees shall be at the step one (1) grade level for a minimum period of ninety (90) days.

D. After initial employment for ninety (90) days, all new employees shall be placed on the salary schedule as determined by the Superintendent of Schools and shall thereafter advance one step per year of actual service. No employee shall advance on the salary schedule unless the employee has been employed for three or more months of the previous school year.

E. Teacher Aides and Teacher Assistants shall be compensated when they replace teachers at ten (\$10.00) dollars per period, with a maximum per day compensation of fifty dollars (\$50.00). All Teacher Assistants shall be formally observed in a classroom setting office per year by an administrator in mutually agreed upon format.

F. Bargaining unit members may bring their children to Webutuck Central School District tuition free.

G. Teaching assistants who achieve the following educational levels shall receive the following stipends:

Bachelor of Arts Degree	\$500
Master of Arts Degree	\$750

ARTICLE VI INSURANCE

A. Major Medical. Shall be amended to reflect that unit members enrolled in the EPO20 will pay the following percentage of the health insurance premiums of the applicable plan.

2020-2021	11%
2021-2022	12%
2022-2023	12%
2023-2024	12%
2024-2025	12%

Transportation employees who work a minimum of four (4) hours per day or twenty hours (20) hours per week shall be eligible to enroll in the EPO20 Plan, with the employee contributing eleven percent (11%) of the applicable health insurance premiums for 2020-2021 and 12% of

the applicable health insurance premiums for 2021-2022, 2022-2023, 2023-2024, and 2024-2025.

Current employees enrolled in the Dutchess Alternate PPO Plan prior to the July 1, 2016 who switch to the EPO 20 Plan, effective January 1, 2017, will pay ten (10%) percent of their applicable health insurance premiums.

Those employees covered by the Dutchess Alternate PPO Plan who switch to the EPO 20 Plan cannot switch back or re-enroll in the Dutchess Alternate PPO Plan. In other words, once an employee enrolls in the EPO 20 Plan, the employee will not be allowed to re-enroll in the Alternate PPO Plan at some later date.

Furthermore, employees hired or enrolled in a District health plan on or after July 1, 2016 will be enrolled in the EPO20 health insurance plan; that is, such employees will not be provided the option of participating in the Dutchess Alternate PPO Plan.

For current employees who do not change to the EPO 20 Plan, but instead maintain coverage under the Dutchess Alternate PPO Plan, they shall contribute the following towards their premium costs:

Members hired prior to March 4, 2013 currently paying 15%

2016-17:	17%
2017-18:	18%
2018-19:	19%
2019-20:	20%

Members hired after March 4, 2013 and before July 1, 2016 currently paying 18%

2016-17:	18%
2017-18:	18%
2018-19:	19%
2019-20:	20%

In order to be eligible for health insurance, employees hired on or after January 1, 2017 must work a minimum of six (6) hours per day or thirty (30) hours per week.

B. IRC Section 125 Plan. The District shall provide employees with the option of paying eligible expenses (for example, health insurance premium contributions, childcare expenses, etc.) through a Section 125 IRC Plan. The District will provide the Section 125 IRC Plan for eligible contributions by employees, provided that the employee participating in the plan makes a minimum of \$500.00 per year contribution to the plan.

C. Physical Exams. For those employees required to have a physical examination, the Employer shall pay the total cost of the examination. The Employer shall have the right to designate the examining physician.

D. Workers' Compensation. Whenever an employee is absent from his/her duties as a result of personal injury caused by an accident or an assault occurring in the course of his/her

employment and he/she receives Workers' Compensation payments for such absence, he/she will be paid his/her other full salary during his/her absence from his/her employment, until termination of incapacity, less the amount of any Workers' Compensation award made for temporary disability due to said injury, and no part of such absence will be charged to his/her annual or accumulated sick leave. In no case shall the District's liability for salary payments exceed ten (10) working days.

E. Dental Benefits. The District shall provide the Equinox Family Plan and shall pay the full cost per employee who works a minimum of four hours per day and twenty hours per week for dental benefits through the life of this contract.

F. Retirement System. The District shall adopt option 41J of the New York State Retirement System with regards to unused accumulated sick days. All Tier I and II employees are in Retirement Program 75E. All Tier III employees are in Retirement Program A14. All Tier IV employees are in Retirement Program A15. Employees who have five or more continuous years of regular service with the School District, and who are eligible to retire under the New York State Employees Retirement System, and who elect to formally enter into retirement while in the employ of the School District shall be eligible for health insurance. The benefit provided by the School District shall include reimbursement for Medicare Part B premiums for any employees hired before July 1, 2020.

In order to be eligible for health insurance in retirement, employees hired on or after July 1, 2016 must have ten (10) years of service to the District.

The contribution by the retiree, who is enrolled in the EPO 20 Plan shall be the 15 percent (15%) of the individual portion of the premium, and 50 percent (50%) of the additional cost of family coverage. Bargaining unit members hired by the District on or after March 4, 2013 who retire and who are enrolled in the Dutchess Alternate PPO Plan shall contribute the percentage of the individual portion of the premium that such persons paid on the date of retirement as an employee, and fifty percent (50%) of the additional cost of family coverage. The benefit provided by the School District shall include reimbursement for Medicare Part B premiums.

G. Benefit Time. An employee who has accumulated 150 or more days of sick leave and who is eligible to participate in the health plan, may elect to have credited toward his or her share of health insurance costs at the rate of \$55 per day of "benefit time" (as defined below). The District shall pay the employee, and the employee shall pay the fifteen percent (15%) health insurance cost.

"Benefit Time" -- accumulated sick-leave days in excess 150 (maximum 15 days) minus the number of personal leave days taken during the preceding year.

H. An employee who is eligible to and does not carry health insurance within the District may elect to be compensated according to the formula specified above.

**ARTICLE VII
LONGEVITY**

A. Longevity Payments. Longevity payments shall be granted at the completion of the tenth (10th), fifteenth (15th), twentieth (20th), twenty-fifth (25th) and thirtieth (30th) year of service. Such longevity payments will be made annually in June on the completion of each year; no longevity payments will be made during the year.

B. Definition of Longevity. For the purpose of longevity payment, longevity shall be defined as length of employment service with the District.

C. Longevity Payment Schedule. Longevity for all employees covered by this contract shall be paid as follows:

<u>Years</u>	<u>20Hrs or less/week</u>	<u>More than 20 hrs/week</u>
10, 11, 12, 13, 14	\$550	\$850
15, 16, 17, 18, 19	\$1,100	\$1,700
20, 21, 22, 23, 24	\$1,650	\$2,550
25, 26, 27, 28, 29	\$2,200	\$3,400
30 or more	\$2,750	\$4,250

**ARTICLE VIII
UNIFORMS**

A. Uniform Allowance. All cafeteria employees, mechanics, custodians, nurses, health office aide and cleaner courier will be provided a \$350 per year uniform allowance. All items purchased using the uniform allowance must relate to the job title being performed. The District will provide direct payment to the approved uniform vendor for uniforms purchased from the employee's annual uniform allowance. The District reserves the right to decline payment for items that are not work related and not directly related to the member's job duties. In addition, any amounts that exceed the employee's annual allowance will be the responsibility of the employee and will not be paid by the district. Individuals working in more than one qualifying title shall be entitled to one uniform allowance per year. The uniform allowance is due to qualified Union members no later than August 1st of each year. All uniforms have to be ordered by August 30th of same year.

B. Transportations Uniform Supplement. The District will provide a Webutuck Transportation System jacket with removable liner if possible to each bus driver who has completed his/her probationary period once within the period covered by this contract.

**ARTICLE IX
HOLIDAYS**

A. All regular twelve (12) month employees shall be guaranteed fourteen (14) paid holidays per year in accordance with the school calendar for the year. Said holidays shall be:

New Year's Day	Columbus Day
Martin Luther King Day	Veterans Day
Presidents' Day (1)	Thanksgiving (2)
Memorial Day	December 24th
July 4th	December 25th
Labor Day	December 31st
Discretionary Day	

B. Employees working eleven (11) months shall be guaranteed thirteen (13) paid holidays per year in accordance with the school calendar for the year as follows:

New Year's Day	Columbus Day
Martin Luther King Day	Veterans Day
Presidents' Day	Thanksgiving (2)
Memorial Day	December 24th
July 4th	December 25th
Labor Day	December 31st
Discretionary Day	

C. If a holiday falls on Saturday, those entitled to such holiday shall have Friday off; falling on Sunday shall have Monday off.

D. Cafeteria employees hired prior to October 1, 1992 will be paid for twelve (12) holidays.

ARTICLE X LEAVE WITH PAY

A. Vacation entitlement

1. Vacation for all twelve (12) month employees shall be taken at a time mutually agreeable to administration and staff. Such entitlement shall be as follows:

Two (2) weeks' vacation after one (1) year of employment.

Three (3) weeks' vacation after five (5) years of employment.

Four (4) weeks' vacation after eleven (11) years of employment.

2. No more than ten (10) vacation days may be carried over to the following school year.

3. Two weeks of vacation must be taken during periods when school is not in session.

4. Vacation requests of three (3) days or more must be submitted two (2) months in advance for consideration by the Director/Principal.

B. Emergency School Closings

Ten and twelve-month employees shall report to work on days when delayed openings or emergency school closing are necessary unless they are notified by their immediate supervisors of a change in hours or that it is unsafe to report to work. In the event that schools close early for emergency reasons, all clerical staff shall be released no later than one (1) hour after dismissal.

C. Sick Leave

1. Sick leave shall be granted to all employees (except those covered under paragraph 2) as follows:

Less than one (1) year of service – One (1) day per month.

One (1) to three (3) years of service – Twelve (12) days per year.

Over three (3) years of service – Fifteen (15) days per year.

2. Sick leave shall be granted to 180-day employees hired after July 1, 1986 as follows:

On September 1 of each year, the employees shall receive a statement of accumulated sick leave.

Less than one (1) year of service – One (1) day per month.

Thereafter – ten (10) days per year.

3. Unused sick leave will be credited to the employee's account to a maximum of two hundred (200) days.
4. The District may require a doctor's note to verify any sick leave in excess of three (3) consecutive days or if the administration suspects an abuse of sick leave usage.
5. Sick Bank. The District and the Union have established and agreed upon a Sick Leave Bank.
6. An employee will be allowed two (2) days of leave for family accident or illness. An additional four (4) days leave will be allowed per year, which shall be deducted from the employee's accumulated sick leave. Additional days may be granted at the discretion of the Superintendent and shall be deducted from the employee's accumulated sick leave.

D. Personal Leave Days

A unit member may take up to three (3) days of personal leave solely for urgent personal business. Written notification of personal leave must be submitted to the Superintendent. In emergency situations, such notification may be made after the leave. Personal business shall be any business that cannot be otherwise conducted outside of the normal workday, such as court appearances, house closings, or graduation of an immediate family member. Personal leave

may not be taken on a day immediately before or after a vacation period or holiday or to apply for a job.

E. Bereavement Leave

Upon notification to the Superintendent, or his/her designee, a unit member shall be allowed up to five (5) days leave with pay due to a death in his/her immediate family. Immediate family shall be defined to include a spouse, children, stepchildren, parent, in-laws, or any other individual permanently residing in the employee's household. One day may be allowed for other bereavements. Additional leave may be granted by the Superintendent.

F. Child Care Leave

A leave of absence without pay will be granted upon request of an employee for a period of up to one (1) year of child rearing purposes. Upon returning to work, the employee will be given preference in his/her old position or in a position similar to the one which s/he left and shall be credited for all benefits accrued prior to said leave of absence.

Up to twelve (12) weeks of such leave shall be designated as Family and Medical Leave pursuant to the Family and Medical Leave Act of 1993, if such leave occurs within twelve (12) months of the birth or adoption of a child, in accordance with such law, and such employee is eligible for such leave.

G. Conferences

1. One (1) day Secretarial Conference. All secretaries, who are members of the Dutchess County Association of Education Secretaries or New York State Secretaries Conference, will be permitted to attend without loss of pay.
2. Delegates Meetings – A total of six (6) days leave per year with full pay will be granted for representative (s) of the CSEA to attend the delegate convention.
3. The entire custodial staff is entitled to one (1) paid day to attend the Custodian's Workshop held during the summer.
4. One (1) day nurse's conference. All school nurses will be permitted to attend one county or regional conference per year without loss of pay.
5. Mandatory Inservice Training – CSEA members shall participate in up to fifteen (15) hours of mandated in-service training per year. Such training shall be at the discretion of the Superintendent or designee, and shall be compensated at the employee's hourly rate. Mandatory in-service training shall not be scheduled during the winter or spring vacation periods.
6. Voluntary Inservice Opportunities – CSEA members may request compensation for in-service training, participation in district BOCES or unit-sponsored courses/workshops. Prior notification and approval from the Central Office is necessary for participation in training and compensation of time.

H. Leave Accruals

The District will issue a record of employees' leave accruals with each paycheck, either as part of payroll records or by a separate document, provided the District's computer/technology program has the capability of providing such records to employees.

**ARTICLE XI
LAYOFFS**

- A.** The school will comply and use Sections 80, 80A and 81 of the Civil Service Law for any and all layoffs of employees in the bargaining unit.
- B.** The School District shall provide thirty (30) days notice of any layoff. Employees will provide the District with thirty (30) days notice of resignation from position.

**ARTICLE XII
JOB OPENINGS AND SPECIFICATIONS**

All job openings and promotional opportunities shall be conspicuously posted for one (1) week in all buildings. Postings shall state job duties, location and salary. Employees shall be given an opportunity to apply for openings or opportunities before outside help is hired. Among employee applicants, seniority shall be strongly considered along with other factors.

**ARTICLE XIII
PROBATIONARY EMPLOYEES**

There shall be a probationary period of six (6) months for all new employees.

**ARTICLE XIV
TENURE AND DISCIPLINE**

Non-competitive and labor class employees shall have the same rights as competitive employees have under the provisions of Section 75 of the Civil Service Law, as it relates to removal and/or suspension after such probationary period.

**ARTICLE XV
PRECEDENTS**

- A.** It is understood and agreed that nothing in this agreement contained shall be construed to mean a loss of any benefits or privileges heretofore enjoyed by the employees of the Board.
- B.** The failure of the Board and an employee to exercise any right under this agreement shall not be deemed a waiver of such rights in the future.

ARTICLE XVI GRIEVANCE PROCEDURES

In order to establish a more harmonious and cooperative relationship between school employees, administrators and members of the Board which will enhance the operation of the District, it is hereby declared to be the purpose of these procedures to provide means for orderly settlement of differences, promptly and fairly as they arise and to assure equitable and proper regulations and policies of the Board. The provisions of these procedures shall be liberally construed for the accomplishment of this purpose.

A. Definitions

1. Non-Instructional Employees shall mean all employees in the Bargaining Unit.
2.
 - a. Chief Administrator shall mean the Superintendent.
 - b. Immediate Supervisor shall mean the Building Principal, School Business Manager, Supervisor of Facilities, Supervisor of Transportation or Cafeteria Supervisor.
3. Representative shall mean the person or persons designated by the aggrieved person as his/her counsel or to act in his or her behalf.
4. Grievance shall be a claim by an employee that he/she has been adversely affected over an alleged violation of this contract. A grievance shall be deemed waived unless it is submitted within twenty (20) calendar days after the event or condition giving rise to the grievance or the aggrieved party knew or should have known of the event or condition upon which the grievance is based.

B. Procedures

1. Informal Stage – The aggrieved employee shall orally present his/her grievance to his/her immediate supervisor, who shall orally and informally discuss the grievance with the aggrieved person. The immediate supervisor shall render his/her determination to the aggrieved person within five (5) working days after the grievance has been presented to him/her. If such grievance is not satisfactorily resolved at this stage, the aggrieved employee may proceed to the formal stage(s).
2. Formal Stage
 - a. Within five (5) working days after a determination has been made at the preceding stage, the aggrieved person may make a written request to the Business Administrator or his/her designee with a copy to the immediate supervisor for review and determination. If the Business Administrator designates a person to act in his/her behalf, he/she shall also designate full authority to render a determination in his/her behalf.

b. The Business Administrator or his/her designee shall render his/her determination in writing within five (5) working days after the written statements have been presented to him/her.

3. Chief Administrator – The aggrieved person may, within five (5) working days of the final determination by the Business Administrator, make a written request of the Chief Administrator with a copy to the Business Administrator's office for review and determination. All written statements and records of the case shall be submitted to the Chief Administrator. The Chief Administrator or his/her designee shall notify all parties concerned in the case, of the time and place when an informal hearing will be held where such parties may appear and present oral and written statements supplementing their position in the case. Such hearing shall be held within five (5) working days of receipt of the written statements pursuant to paragraph 2.

4. Arbitration Stage

a. After such hearing, if the employee or the Union is not satisfied with the decision at the Chief Administrator Stage and the Union determines that the grievance is meritorious, it may submit the grievance to arbitration by written notice to the Chief Administrator within fifteen (15) working days of receipt of such decision.

b. Within five (5) working days after such written notice of submission to arbitration, the Chief Administrator and the Union will agree upon a mutually acceptable arbitrator competent in the area of the grievance and will obtain a commitment from the arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within a specified period, a request for a list of arbitrators may be made to the Public Employment Relations Board by either party. The parties will then be bound by the rules and procedures of the Public Employment Relations Board in the selection of an arbitrator.

c. The selected arbitrator will hear the matter promptly and will issue his/her decision not later than thirty (30) calendar days from the date of the close of the hearing, or, if oral hearings have been waived, then from the date the final statements and proofs are submitted to him/her. The arbitrator's decision shall be in writing and will set forth his/her findings of fact, reasoning and conclusions on the issue. The cost of the arbitrator shall be borne equally by both parties.

d. The arbitrator shall have no power or authority to make any decision which requires the commission of an act prohibited by law or which is violative to the terms of this agreement.

e. The arbitrator's award shall be final and binding.

C. Basic Principles

1. It is the intent of these procedures to provide for the orderly settlement of differences in a fair and equitable manner. The resolution of a grievance at the earliest possible stage is encouraged.
2. An employee shall have the right to present grievances in accordance with these procedures, free from coercion, interference, restraint, discrimination or reprisal.
3. An employee shall have the right to be represented at any step of the procedure by the Union or by a representative of his/her own choosing, but no other employee organization may institute a grievance or represent an employee in the processing of a grievance.
4. An employee and his/her representative, if a non-instructional employee, shall be allowed such time off from his/her regular duties as may be necessary for the processing of a grievance under the procedures without loss of pay, vacation or other time credits.
5. Each party to a grievance shall have access at all reasonable times to all written statements and records pertaining to such case.
6. All hearings shall be confidential.
7. It shall be the responsibility of the Chief Administrator to give force and effect to these procedures. Each administrator shall have the responsibility to consider promptly each grievance presented to him/her and make a determination within the authority delegated to him/her and within the time specified in these procedures.

ARTICLE XVII SAVINGS CLAUSE

- A. If any Article or part thereof this Agreement or any addition thereto should be decided as in violation of any federal, state or local law; or if adherence to or enforcement of any Article or part thereof should be restrained by a court of law; the remaining Articles of the Agreement or additions thereto shall not be affected.
- B. If a determination or decision is made as per A of this Article, the parties to this Agreement shall convene immediately for purposes of negotiating a satisfactory replacement for such Article or part thereof.

ARTICLE XVIII LABOR MANAGEMENT COMMITTEE

The parties hereto agree to establish a labor-management committee in order to continue a harmonious and cooperative relationship and to increase the efficiency and welfare of the District. At meetings to be scheduled every other month, the representatives of the unit and management may discuss complaints, and eliminate or resolve potential problems. The

committee shall meet at a time and date mutually determined by the members of the committee. Such meetings may be mutually canceled or adjourned.

The CSEA membership will consist of one representative from each department in the District, specifically, custodial/maintenance, secretarial, paraprofessional, and transportation departments, and when possible, the CSEA Labor Relations Specialist.

ARTICLE XIX PERSONAL EMPLOYMENT HISTORY FOLDER

- A.** There shall be one official personnel file maintained for each employee.
- B.** Employees shall have the right to review their personnel file during work hours and upon notice to the District with their supervisor's approval. The employee's review of this file will be supervised by a District representative.
- C.** A copy of any documents related to an employee's work performance, including counseling memos or letters of commendation, or any document or communication that may be construed negatively against the employee, will be given to the employee concurrent with its placement in the employee's personnel file.
- D.** Any material of an adverse nature, excluding disciplinary actions, personnel transactions, and work performance ratings, may be removed from the employee's personnel file upon agreement by the District; such agreement by the District will be in the form of written approval and authorization of the Board.

ARTICLE XX LEGISLATIVE CLAUSE

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

**ARTICLE XXI
DURATION OF AGREEMENT**

This agreement shall continue in force and effect from July 1, 2020 to June 30, 2025.


Agreed:

For the District

**For the Civil Service Employees Assoc. Inc.,
Local 1000, AFSCME, AFL-CIO
Webutuck Central School District Unit**



President of the Board of Education



CSEA Unit President



Superintendent



CSEA Labor Relations Specialist

SALARY SCHEDULES

BUS DRIVER / SCHOOL BUS DISPATCHER

	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
7/01/2020 - 6/30/2021	19.52	20.10	20.72	21.36	22.40
7/01/2021 - 6/30/2022	19.91	20.51	21.13	21.79	22.85
7/01/2022 - 6/30/2023	20.31	20.92	21.55	22.22	23.30
7/01/2023 - 6/30/2024	20.72	21.33	21.98	22.67	23.77
7/01/2024 - 6/30/2025	21.13	21.76	22.42	23.12	24.25

School Monitor

	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
7/01/2020 - 6/30/2021	13.14	13.53	13.93	14.34	14.76
7/01/2021 - 6/30/2022	13.40	13.80	14.21	14.63	15.05
7/01/2022 - 6/30/2023	13.67	14.07	14.50	14.92	15.36
7/01/2023 - 6/30/2024	13.94	14.35	14.79	15.22	15.66
7/01/2024 - 6/30/2025	14.22	14.64	15.08	15.52	15.98

Typist

	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
7/01/2020 - 6/30/2021	14.95	15.39	15.83	16.32	16.81
7/01/2021 - 6/30/2022	15.25	15.70	16.15	16.65	17.15
7/01/2022 - 6/30/2023	15.56	16.01	16.47	16.98	17.49
7/01/2023 - 6/30/2024	15.87	16.33	16.80	17.32	17.84
7/01/2024 - 6/30/2025	16.19	16.66	17.14	17.67	18.20

Senior Typist

	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
7/01/2020 - 6/30/2021	18.95	19.51	20.10	20.71	21.33
7/01/2021 - 6/30/2022	19.33	19.90	20.51	21.12	21.75
7/01/2022 - 6/30/2023	19.72	20.30	20.92	21.54	22.19
7/01/2023 - 6/30/2024	20.11	20.71	21.33	21.97	22.63
7/01/2024 - 6/30/2025	20.51	21.12	21.76	22.41	23.09

Teacher Aide

	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
7/01/2020 - 6/30/2021	13.90	14.33	14.75	15.18	15.65
7/01/2021 - 6/30/2022	14.18	14.62	15.04	15.48	15.96
7/01/2022 - 6/30/2023	14.46	14.91	15.35	15.79	16.28
7/01/2023 - 6/30/2024	14.75	15.21	15.65	16.11	16.60
7/01/2024 - 6/30/2025	15.05	15.51	15.97	16.43	16.94

Maintenance Worker

	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
7/01/2020 - 6/30/2021	19.56	20.18	20.78	21.39	22.00
7/01/2021 - 6/30/2022	19.95	20.58	21.19	21.82	22.44
7/01/2022 - 6/30/2023	20.35	20.99	21.62	22.25	22.89
7/01/2023 - 6/30/2024	20.76	21.41	22.05	22.70	23.35
7/01/2024 - 6/30/2025	21.18	21.84	22.49	23.15	23.82

Custodial / Cleaner / Courier

	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
7/01/2020 - 6/30/2021	15.54	16.00	16.44	16.96	17.45
7/01/2021 - 6/30/2022	15.86	16.32	16.77	17.30	17.80
7/01/2022 - 6/30/2023	16.17	16.65	17.11	17.65	18.16
7/01/2023 - 6/30/2024	16.50	16.98	17.45	18.00	18.52
7/01/2024 - 6/30/2025	16.83	17.32	17.80	18.36	18.89

Custodian

	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
7/01/2020 - 6/30/2021	17.27	17.80	18.42	19.05	19.70
7/01/2021 - 6/30/2022	17.61	18.15	18.79	19.43	20.09
7/01/2022 - 6/30/2023	17.97	18.52	19.17	19.82	20.49
7/01/2023 - 6/30/2024	18.33	18.89	19.55	20.22	20.90
7/01/2024 - 6/30/2025	18.69	19.27	19.94	20.62	21.32

Auto Mechanic

	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
7/01/2020 - 6/30/2021	20.78	21.40	22.04	22.70	23.38
7/01/2021 - 6/30/2022	21.19	21.83	22.48	23.15	23.85
7/01/2022 - 6/30/2023	21.62	22.26	22.93	23.61	24.32
7/01/2023 - 6/30/2024	22.05	22.71	23.39	24.08	24.81
7/01/2024 - 6/30/2025	22.49	23.16	23.86	24.57	25.31

Head Mechanic

	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
7/01/2020 - 6/30/2021	25.30	26.06	26.84	27.65	28.49
7/01/2021 - 6/30/2022	25.80	26.58	27.37	28.21	29.06
7/01/2022 - 6/30/2023	26.32	27.11	27.92	28.77	29.64
7/01/2023 - 6/30/2024	26.84	27.66	28.48	29.34	30.23
7/01/2024 - 6/30/2025	27.38	28.21	29.05	29.93	30.84

Teaching Assistant

	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
7/01/2020 - 6/30/2021	15.72	16.16	16.65	17.15	17.67
7/01/2021 - 6/30/2022	16.03	16.48	16.98	17.49	18.02
7/01/2022 - 6/30/2023	16.35	16.81	17.32	17.84	18.38
7/01/2023 - 6/30/2024	16.68	17.15	17.67	18.20	18.75
7/01/2024 - 6/30/2025	17.01	17.49	18.02	18.56	19.12

Account Clerk

	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
7/01/2020 - 6/30/2021	16.17	16.65	17.16	17.67	18.20
7/01/2021 - 6/30/2022	16.49	16.98	17.50	18.02	18.56
7/01/2022 - 6/30/2023	16.82	17.32	17.85	18.38	18.93
7/01/2023 - 6/30/2024	17.16	17.67	18.21	18.75	19.31
7/01/2024 - 6/30/2025	17.50	18.02	18.57	19.12	19.70

Senior Account Clerk

	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
7/01/2020 - 6/30/2021	21.99	22.65	23.34	24.03	24.76
7/01/2021 - 6/30/2022	22.43	23.11	23.80	24.51	25.25
7/01/2022 - 6/30/2023	22.88	23.57	24.28	25.00	25.76
7/01/2023 - 6/30/2024	23.34	24.04	24.77	25.50	26.27
7/01/2024 - 6/30/2025	23.80	24.52	25.26	26.01	26.80

Bookkeeper

	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
7/01/2020 - 6/30/2021	25.88	26.65	27.46	28.27	29.12
7/01/2021 - 6/30/2022	26.39	27.19	28.01	28.84	29.70
7/01/2022 - 6/30/2023	26.92	27.73	28.57	29.42	30.30
7/01/2023 - 6/30/2024	27.46	28.28	29.14	30.01	30.90
7/01/2024 - 6/30/2025	28.01	28.85	29.72	30.61	31.52

Nurse

	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
7/01/2020 - 6/30/2021	28.25	29.10	29.98	30.87	31.80
7/01/2021 - 6/30/2022	28.82	29.68	30.58	31.48	32.44
7/01/2022 - 6/30/2023	29.40	30.28	31.19	32.11	33.09
7/01/2023 - 6/30/2024	29.98	30.88	31.81	32.75	33.75
7/01/2024 - 6/30/2025	30.58	31.50	32.45	33.41	34.43

Cook Manager

	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
7/01/2020 - 6/30/2021	16.42	16.91	17.42	17.94	18.48
7/01/2021 - 6/30/2022	16.75	17.25	17.77	18.30	18.85
7/01/2022 - 6/30/2023	17.09	17.59	18.13	18.67	19.23
7/01/2023 - 6/30/2024	17.43	17.95	18.49	19.04	19.61
7/01/2024 - 6/30/2025	17.78	18.31	18.86	19.42	20.01

Head Maintenance Worker

	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
7/01/2020 - 6/30/2021	25.69	26.48	27.29	28.11	28.96
7/01/2021 - 6/30/2022	26.21	27.01	27.83	28.67	29.54
7/01/2022 - 6/30/2023	26.73	27.55	28.39	29.25	30.13
7/01/2023 - 6/30/2024	27.27	28.10	28.96	29.83	30.73
7/01/2024 - 6/30/2025	27.81	28.66	29.53	30.43	31.34

Office Assistant / Dispatcher

	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
7/01/2020 - 6/30/2021	21.54	22.22	23.29	24.23	25.19
7/01/2021 - 6/30/2022	21.97	22.66	23.75	24.71	25.70
7/01/2022 - 6/30/2023	22.41	23.11	24.23	25.20	26.21
7/01/2023 - 6/30/2024	22.86	23.58	24.71	25.71	26.74
7/01/2024 - 6/30/2025	23.32	24.05	25.21	26.22	27.27

Head Bus Driver

	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
7/01/2020 - 6/30/2021	27.22	28.07	28.94	29.80	30.70
7/01/2021 - 6/30/2022	27.77	28.63	29.52	30.40	31.32
7/01/2022 - 6/30/2023	28.32	29.20	30.11	31.01	31.94
7/01/2023 - 6/30/2024	28.89	29.79	30.71	31.63	32.58
7/01/2024 - 6/30/2025	29.47	30.38	31.32	32.26	33.23

Athletic Trainer

	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
7/01/2020 - 6/30/2021	23.14	23.85	24.56	25.30	26.05
7/01/2021 - 6/30/2022	23.61	24.32	25.05	25.80	26.57
7/01/2022 - 6/30/2023	24.08	24.81	25.55	26.32	27.10
7/01/2023 - 6/30/2024	24.56	25.31	26.06	26.84	27.65
7/01/2024 - 6/30/2025	25.05	25.81	26.59	27.38	28.20

Health Office Aide

	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
7/01/2020 - 6/30/2021	14.43	14.86	15.31	15.77	16.25
7/01/2021 - 6/30/2022	14.72	15.16	15.62	16.08	16.57
7/01/2022 - 6/30/2023	15.02	15.46	15.93	16.41	16.91
7/01/2023 - 6/30/2024	15.32	15.77	16.25	16.73	17.24
7/01/2024 - 6/30/2025	15.62	16.09	16.57	17.07	17.59

Cook

	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
7/01/2020 - 6/30/2021	15.02	15.47	15.94	16.41	16.91
7/01/2021 - 6/30/2022	15.33	15.78	16.26	16.74	17.25
7/01/2022 - 6/30/2023	15.63	16.10	16.59	17.07	17.59
7/01/2023 - 6/30/2024	15.94	16.42	16.92	17.42	17.95
7/01/2024 - 6/30/2025	16.26	16.75	17.26	17.76	18.31

Food Service Helper / Cashier

	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
7/01/2020 - 6/30/2021	13.14	13.53	13.93	14.35	14.76
7/01/2021 - 6/30/2022	13.40	13.80	14.21	14.64	15.05
7/01/2022 - 6/30/2023	13.67	14.07	14.50	14.93	15.36
7/01/2023 - 6/30/2024	13.94	14.35	14.79	15.23	15.66
7/01/2024 - 6/30/2025	14.22	14.64	15.08	15.53	15.98