

# AGREEMENT

by and between the

PAWLING CENTRAL  
SCHOOL DISTRICT

and

CSEA, Local 1000 AFSCME,  
AFL-CIO



**Pawling CSD Unit**  
Dutchess County Education Local 867

**July 1, 2018 – June 30, 2022**

# TABLE OF CONTENTS

<b>PREAMBLE</b> .....	<b>1</b>
<b>ARTICLE I - RECOGNITION AND DUES DEDUCTIONS</b> .....	<b>1</b>
<b>SECTION 1 - RECOGNITION</b> .....	<b>1</b>
<b>SECTION 2 - DUES DEDUCTIONS</b> .....	<b>1</b>
<b>ARTICLE II - COMPENSATION</b> .....	<b>2</b>
<b>SECTION 1-TITLES</b> .....	<b>2</b>
<b>SECTION 2 - COMPENSATION IN EFFECT AS OF JULY 1 2018</b> .....	<b>2</b>
<b>SECTION 3 - STEP MOVEMENT</b> .....	<b>3</b>
<b>SECTION 4 - PAY PERIODS</b> .....	<b>4</b>
<b>SECTION 5 - LONGEVITY</b> .....	<b>5</b>
<b>SECTION 6 - INCREMENT MOVEMENT</b> .....	<b>6</b>
<b>SECTION 7 - ADDITIONAL COMPENSATION</b> .....	<b>6</b>
A. <i>OVERTIME PAY</i> .....	<b>6</b>
B. <i>REPORTING PAY</i> .....	<b>6</b>
C. <i>UNIFORMS</i> .....	<b>7</b>
D. <i>BUS DRIVER MEAL ALLOWANCE</i> .....	<b>7</b>
E. <i>Out-of-Title Work</i> .....	<b>8</b>
<b>SECTION 8 - ACCUMULATED LEAVE</b> .....	<b>8</b>
<b>ARTICLE III - WORKDAY - WORKWEEK</b> .....	<b>9</b>
<b>SECTION 1- WORKWEEK</b> .....	<b>9</b>
A. <i>REGULAR WORKWEEK</i> .....	<b>9</b>
B. <i>OFFICE PERSONNEL</i> .....	<b>9</b>
C. <i>NURSE</i> .....	<b>9</b>
D. <i>PART-TIME MONITORS</i> .....	<b>9</b>
E. <i>TIME RECORDING</i> .....	<b>9</b>
<b>SECTION 2 - SNOW DAYS</b> .....	<b>9</b>
A. <i>TRANSPORTATION AND MAINTENANCE EMPLOYEES</i> .....	<b>9</b>
B. <i>OFFICE EMPLOYEES</i> .....	<b>10</b>
C. <i>OTHER EMPLOYEES</i> .....	<b>10</b>
<b>SECTION 3 - SUPERINTENDENTS CONFERENCE DAYS, OPEN HOUSE, AND PARENT CONFERENCE NIGHTS</b> .....	<b>13</b>
A. <i>CAFETERIA WORKERS</i> .....	<b>13</b>
B. <i>MONITORS, PART-TIME MONITORS, AIDES AND TRANSPORTATION WORKERS</i> .....	<b>14</b>
C. <i>CLERICAL EMPLOYEES</i> .....	<b>14</b>
<b>ARTICLE IV - HOLIDAYS</b> .....	<b>14</b>
<b>SECTION 1 - HOLIDAYS WITH PAY</b> .....	<b>14</b>
<b>ARTICLE V - LEAVE COMPUTATIONS</b> .....	<b>15</b>
<b>ARTICLE VI - VACATIONS</b> .....	<b>15</b>
<b>SECTION 1 - VACATIONS WITH PAY</b> .....	<b>15</b>
<b>ARTICLE VII - LEAVES</b> .....	<b>16</b>
<b>SECTION 1 - SICK LEAVE</b> .....	<b>18</b>
<b>SECTION 2 - ILLNESS IN THE IMMEDIATE FAMILY - ANNUALIZED AND HOURLY EMPLOYEES</b> .....	<b>19</b>
<b>SECTION 3 - BEREAVEMENT LEAVE</b> .....	<b>19</b>

SECTION 4 - FAMILY DEFINED .....	19
SECTION 5 - RELIGIOUS HOLIDAYS .....	19
SECTION 6 - ABSENCE TO ATTEND NON-PROFESSIONAL MEETINGS .....	19
SECTION 7 - JURY DUTY.....	19
SECTION 8 - PERSONAL BUSINESS LEAVE .....	19
SECTION 9 - CHILD CARE LEAVE.....	20
SECTION 10 - UNION LEAVE .....	20
SECTION 11 - CUSTODIAL SEMINAR .....	20
SECTION 12 - USE OF FACILITIES .....	20
<b>ARTICLE VIII - PENSION, HEALTH INSURANCE AND MEDICAL EXAMINATION .....</b>	<b>21</b>
SECTION 1- PENSION .....	21
SECTION 2 - HOSPITALIZATION/HEALTH INSURANCE .....	21
SECTION 3 - HEALTH INSURANCE BUY-OUT OPTION.....	23
SECTION 4 - INSURANCE PLANS COMPARABILITY .....	24
SECTION 5 - PHYSICAL EXAMINATION.....	24
SECTION 6 - DENTAL PLAN .....	24
<b>ARTICLE IX - EMPLOYEE HEALTH CONCERNS.....</b>	<b>24</b>
<b>ARTICLE X - OTHER TERMS AND CONDITIONS OF EMPLOYMENT .....</b>	<b>25</b>
SECTION 1 - BUS ROUTES .....	25
SECTION 2 - BUS DRIVERS .....	26
SECTION 3 - BUS DRIVER HOURS.....	26
SECTION 4 - MEDICAL EXAM REPORTS .....	27
SECTION 5 - DRIVER RETESTING .....	27
SECTION 6 - MECHANIC’S TOOLS.....	27
SECTION 7 - EXTRA-CURRICULAR ACTIVITIES .....	27
SECTION 8 - BUS SAFETY CHECK .....	27
SECTION 9 - NEW YORK CITY RUNS .....	28
SECTION 10 - REPRODUCTION OF AGREEMENT.....	28
SECTION 11 - CLERICAL SUBSTITUTES.....	28
SECTION 12 - CAFETERIA SUBSTITUTES .....	28
SECTION 13 - NOONTIME KINDERGARTEN RUN .....	28
SECTION 14 - PROFESSIONAL SEMINARS AND CONFERENCES .....	28
SECTION 15 - SPECIAL CAFETERIA FUNCTIONS .....	28
SECTION 16 - TRANSPORTATION CONTRACTS.....	28
SECTION 17 - SPECIALIZED TRAINING.....	29
SECTION 18 - POSTING OF JOB VACANCIES .....	29
<b>ARTICLE XI - RECIPROCAL RIGHTS.....</b>	<b>29</b>
SECTION 1 - ADMINISTRATION RIGHTS.....	29
A. <i>RIGHT OF REPRESENTATION</i> .....	30
B. <i>GRIEVANCE TIME</i> .....	30
C. <i>BULLETIN BOARDS</i> .....	30
SECTION 2 - PROMOTIONAL OPPORTUNITIES .....	30
SECTION 3 - NON-DISCRIMINATION.....	30
SECTION 4 - EMPLOYEE-EMPLOYER RELATIONSHIP.....	30
A. <i>LINES OF AUTHORITY</i> .....	31
B. <i>SCHOOL EMPLOYEE MEETINGS</i> .....	31
C. <i>PERSONNEL FILES</i> .....	31
SECTION 5 - UNION-EMPLOYER RELATIONSHIP.....	31
SECTION 6 - LAYOFF AND RECALL FOR NON-COMPETITIVE CLASS AND LABOR CLASS EMPLOYEES.....	31

SECTION 7 - DISCIPLINARY ACTION - TERMINATION.....	32
SECTION 8 - CHANGE IN SHIFT.....	32
SECTION 9 - EMPLOYEE EVALUATIONS.....	32
ARTICLE XII - DISPUTE AND GRIEVANCE PROCEDURES.....	33
SECTION 1 - GRIEVANCE PROCEDURE .....	33
SECTION 2 - DISPUTE PROCEDURE .....	33
ARTICLE XIII - CONFORMITY WITH LAW AND PRACTICE.....	33
SECTION 1 - PAST PRACTICE .....	33
SECTION 2 - APPLICABLE LAW .....	33
SECTION 3 - PROHIBITION AGAINST STRIKES .....	33
SECTION 4 - MANDATED PROVISION OF THE LAW.....	33
ARTICLE XIV - TERM OF AGREEMENT .....	34
APPENDIX "A" .....	35
APPENDIX "B" .....	37
SALARY SCHEDULES.....	<a href="#">37</a>
APPENDIX "C" .....	41
GRIEVANCE PROCEDURE.....	41
APPENDIX "D" .....	43
DISPUTE PROCEDURE.....	43
APPENDIX "E".....	45
LONGEVITY.....	45

## **PREAMBLE**

This Agreement made and entered into as of this 1st day of July, 2018, by and between the Pawling Central School District with offices in Pawling, New York, hereinafter referred to as the “Employer”, and the Civil Service Employees Association, Inc., Local 1000, AFSCME, AFL-CIO, Pawling Central School District Unit, Dutchess County Educational Local 867, a membership corporation duly incorporated under the laws of the State of New York, with offices located in Pawling, New York, hereinafter referred to as the “Association”.

## **ARTICLE I - RECOGNITION AND DUES DEDUCTIONS**

### **SECTION 1 - RECOGNITION**

The Employer recognizes the Union as the sole and exclusive representative for all non-instructional employees, including teacher aides, junior accountants, cooks, groundskeepers and couriers, office assistant dispatcher, purchasing agent, school bus dispatcher, accountant, and recreation leader, excluding the business manager, supervisor of transportation, director of food services, and the director of buildings and grounds, for the purpose of collective negotiations for all terms and conditions of employment and administration of grievances for the term of this Agreement which shall be renewable at the end of this contract date, pursuant to terms and conditions of the Public Employees Fair Employment Act.

Substitutes who are hired for a fixed term of at least six (6) months shall be considered bargaining unit members upon employment. A substitute is one who is serving as a leave replacement.

### **SECTION 2 - DUES DEDUCTIONS**

- A. The Union shall have the exclusive right to payroll dues deductions.
- B. The Employer will honor individual authorizations subject to paragraph “E” hereof, for the deduction of Union dues and such Union insurance premiums may be authorized by the employee’s fringe benefits of membership. The Union will certify to the Employer in writing, the current rate of its membership dues and any insurance premiums.
- C. Deductions shall be made uniformly and consistently on each payday.
- D. Funds thus collected shall be remitted to the Treasurer of the CSEA, Inc., 143 Washington Avenue, Albany, New York 12210 or its designated agent.
- E. Deductions authorized by an employee shall continue unless such employee notifies the Employer of his/her desire to discontinue or change such authorization in writing.

F. The Union or its designated agent assumes responsibility for the disposition of such funds so deducted once they are remitted to the Union.

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

H. The Employer will provide payroll savings and Credit Union deductions for all employees. In order to commence or terminate this option, the employee will give thirty (30) days written notice on a form provided by the Employer.

I. Upon the request of the Unit President or designee, on a semi-annual basis, the District agrees to provide a listing of all employees in the bargaining unit, showing the employee's full name.

J. Whenever the Board establishes a new job title, which is subject to the Civil Service Law, the Association President shall be notified by being issued a copy of the minutes of the Board Meeting where such action was taken.

## **ARTICLE II - COMPENSATION**

### **SECTION 1 - TITLES**

A list of titles and the respective salary grade for each title is annexed as Appendix "A".

### **SECTION 2 - COMPENSATION IN EFFECT AS OF JULY 1, 2018**

Year 1 = Effective July 1, 2018, the salary schedules in effect on June 30, 2018, shall be increased by 2.0% at each step.

Year 2 = Effective July 1, 2019, the salary schedules in effect on June 30, 2019 shall be increased by 2.0% at each step.

Year 3 = Effective July 1, 2020, the salary schedules in effect on June 30, 2020 shall be increased by 2.0% at each step.

Year 4 = Effective July 1, 2021, the salary schedules in effect on June 30, 2021 shall be increased by 2.0% at each step.

A. Employees at the 7th Step of the annualized and hourly schedules who do not realize a step movement shall be provided an additional annual payment in a lump sum of:

Year 1 = Effective July 1, 2014 - \$425.00

Year 2 = Effective July 1, 2015 - \$450.00  
Year 3 = Effective July 1, 2016 - \$475.00  
Year 4 = Effective July 1, 2017 - \$500.00

B. The Teacher Aide hourly rate will be adjusted by increasing the base rate by one (\$1.00) dollar effective July 1, 2014; increasing the base rate by twenty-five (\$.25) cents effective July 1, 2015; increasing the base rate by twenty-five (\$.25) cents effective July 1, 2016; and effective July 1, 2017 having the base rate of the teacher aide position equivalent to the base rate of the positions listed as Grade "A" in the appendix.

### SECTION 3 - STEP MOVEMENT

A. New employees hired on or after January 1, shall not advance a step on July 1 following their initial date of hire. Instead, such new employees shall not advance a step on the salary schedule until the following July 1st. Step increments shall otherwise be granted to those employees who are eligible to advance a step annually on Appendix "B".

B. Hourly paid employees will be compensated in accordance with Appendix "B."

Employees will not advance steps on the salary schedules (annualized and hourly) unless they earn an evaluation rating of "3" or above, on a scale from "1" to "5" with "5" representing the highest available rating. Employees can appeal evaluations of "1" or "2" to the Board of Education pursuant to Section 6(A) of this article. The Board's decision on the evaluation rating will be final and will not be subject to the grievance procedure.

All employees eligible for step movement shall be evaluated on an annual basis; in the event that an eligible employee is not evaluated, step movement may not be withheld from that employee.

The parties recognize that the purpose of the evaluation process is to provide constructive feedback on employees' performance, as opposed to being used for punitive purposes.

The parties will come together as soon as practicable to collaboratively develop an evaluation procedure to be utilized by the District commencing with the 2011 – 2012 school year. The District will develop evaluation forms unique to specific titles or groups of titles in the unit (e.g. clerical; transportation; etc.) that will reflect commonly accepted industry standard assessment factors for such titles or groups of titles.

C. Notwithstanding the above, all cafeteria employees hired July 1, 1985 and thereafter shall be placed on the wage scale appendix as Appendix "B". Effective July 1, 1994, eliminate Appendix "D" and place all food service workers hired after July 1, 1995 in accordance with Grade "A" in the salary schedule.

D. For school years 2009-2010 and 2010-2011 employees will not advance steps on the salary schedules (annualized and hourly). For the two years of the step placement freeze, employees will not earn any credit for future step movement but will earn credit for all other contract benefits (e.g., vacation leave seniority, etc.).

#### SECTION 4 - PAY PERIODS

A. All employees shall be paid on the 15th day and last day of the month. Twelve (12) month employees will have twenty-four (24) pay dates. Ten (10) month employees will have twenty (20) pay dates. Night custodial staff paid by check will receive the check the night before pay-day.

Moreover, employees hired on or after July 1, 2018 will be required to sign up for direct deposit of the two-times per month pay (i.e., they cannot request to be paid via physical check).

B. Employees employed on a twelve (12) month annualized basis shall be paid at the computed daily rate for the number of days in the pay period.

C. Employees employed on a ten (10) month annualized basis shall be paid at the computed daily rate for the number of days in the pay period.

D. Employees employed on an hourly basis shall be paid for all hours worked (including approved leave time) during the applicable pay period.

E. When the payday, as currently established, falls within the weekend, holiday or vacation, the official day of payment shall be the day preceding such weekend, holiday or vacation, providing the payday is at least seven (7) calendar days after the previous pay day.

F. Hourly employees listed on Grades "A" through "F" will be paid an annualized salary over the course of twenty (20) pay periods for ten-month employees, or twenty-four (24) pay periods for twelve-month employees. Payment will commence on or about September 1 for ten-month employees, and July 1 for twelve-month employees.

G. For bus drivers, the annualized salary will be based on their selected runs from August of each year.



SECTION 5 - LONGEVITY

A. Longevity shall be paid to annualized employees on the following schedule for 2018-19:

<u>10-Month</u>	<u>12-Month</u>
8 years \$ 760	8 years \$ 840
13 years \$ 1,203	13 years \$1,362
18 years \$1,646	18 years \$1,885
23 years \$2,090	23 years \$2,407
28 years \$2,612	28 years \$3,035

Longevity payments will be increased as follows:

- Effective July 1, 2019 – 2.0%
- Effective July 1, 2020 – 2.0%
- Effective July 1, 2021 – 2.0%

B. Hourly employees shall receive, upon completion of five (5) years of continuous service, a longevity payment equal to one week’s wages, plus \$100.00. Such payment shall continue for each year after five (5) years of service. The additional \$100.00 payment will only be added in 2018-19 school year; i.e., there will not be an additional \$100.00 added to the longevity payments in the other years of the agreement.

Upon completion of ten (10) years of continuous service, a longevity payment equal to two week’s wages, plus \$ 200.00. Such payment shall continue for each year after ten (10) years of service. The additional \$200.00 payment will only be added in 2018-19 school year; i.e., there will not be an additional \$200.00 added to the longevity payments in the other years of the agreement.

C. Longevity shall be paid to all employees as a lump sum, in a separate check, in either the first payroll in June or December of each year.

Employees hired between January 1 and June 30 will be provided the longevity on the first payroll in June within their first year of eligibility for longevity.

Employees hired between July 1 and December 31 will be paid their longevity in the first payroll in December following the year of eligibility in the District.

D. Employees employed as part-time monitors shall not be entitled to longevity payments. “Part-time monitors” are monitors who work twenty (20) or fewer hours per week.

## SECTION 6 - INCREMENT MOVEMENT

A. All employees shall be entitled to review procedure and a hearing before the Board of Education at any time when an employee may be denied an increment. It is also understood that the employee shall have the right to be represented by the Union at any such hearing before the Board and the Administration.

B. Step Placement - When an employee is promoted to a higher salary grade (s)he shall be placed on the new grade at the nearest salary step that provides a salary increase of at least one step above the present placement.

## SECTION 7 - ADDITIONAL COMPENSATION

### A. OVERTIME PAY

1. The Employer shall pay time and one-half (1 ½ ) the employee's regular rate of pay for all authorized hours worked in excess of 40 hours per week . For this purpose, an unworked holiday shall be considered a day worked, provided the employee is entitled to the holiday with pay under Article IV.

2. The Employer shall pay an employee entitled to holiday pay time and one-half (1 ½ ) his/her regular rate of pay for all hours worked on the holiday in addition to the holiday pay.

3. All employees may be assigned, and are expected to assume overtime duties necessary to the overall operation of the School District. Insofar as possible, this overtime should be limited to those employees who wish to work overtime and who would be registered in a roster with the administration of the school as having indicated an interest in working overtime.

4. All overtime duties shall be rotated between these employees, and it shall be equalized as nearly as possible.

5. Overtime will be paid for the two (2) week period ending the Friday before the checks are distributed.

6. Any employee called to work before or after his/her or her regularly scheduled work shift shall not have the shift shortened or altered so as to avoid the payment of overtime.

7. All bus drivers shall be paid at the rate of time and one-half (1 ½ ) for all hours worked on Sundays.

### B. REPORTING PAY

All employees who report to work on a regularly scheduled work day, or who are called in for overtime outside of normal work days or hours, shall be guaranteed a minimum of two (2)

hours pay at the appropriate rate of pay if the overtime is not contiguous with the normal work day or hours.

Any bargaining unit member required to perform building checks after regular work hours shall be paid for four (4) hours minimum at time and one half of the appropriate pay rate.

C. UNIFORMS

1. Operations/Maintenance/Mechanics-Employees - The District shall provide a receipted Pants allowance of two hundred fifty (\$250.00) for all full time Operations/Maintenance and Mechanics-Employees, and one hundred twenty five (\$125.00) dollars for all part-time Operations/Maintenance and Mechanics Employees. The Pants allowance shall be used by employees to purchase appropriate apparel. The District shall provide a receipted winter apparel allowance of Eighty five (\$85) dollars for all Operations/Maintenance/Mechanics-Employees. Such uniform apparel shall be of school district colors (e.g., black and/or orange). In years in which a uniform winter jacket allowance is not provided, the District shall issue one light-weight uniform jacket, on or before November 30. Full-time Operations/Maintenance and Mechanic employees will be issued one sweat item, two long sleeve shirts, and four short sleeve shirts each year, on or before November 30. Part-time Operations/Maintenance and Mechanic employees shall receive one sweat item, one long sleeve shirt, and three short sleeve shirts each year, on or before November 30. The District shall provide a receipted shoe allowance of \$150.00 for all Operations/Maintenance and Mechanic employees. The shoe and pants allowance will be available to eligible employees without a limit on the number of shoes and pants the employee can purchase with the allowances. All receipts for reimbursement shall be submitted prior to April 1st.

2. Cafeteria Employees - The Employer will provide all full and part-time cafeteria employees with three (3) uniforms (pants and shirts) each school year by September 10th. The District shall provide a receipted shoe allowance of \$75.00 for all cafeteria employees. Effective the 2015-2016 school year, the shoe allowance shall be increased by \$25.00. The shoe allowance will be available to eligible employees without a limit on the number of shoes the employee can purchase with the allowance. All receipts for reimbursement shall be submitted prior to April 1.

3. Uniform Dress Requirement - All full and part-time Operations and Maintenance employees and Cafeteria employees shall be required to wear their uniforms during all of their hours of work. The Employer will select all uniform components.

4. Identification Tags - All members in the bargaining unit may be required by the Employer to wear employee identification tags to indicate their employment status in the Pawling Central School District.

D. BUS DRIVER MEAL ALLOWANCE

Bus Drivers shall be paid a meal allowance of for each consecutive six (6) hour period worked in excess of their regularly scheduled hours as follows:

- Effective July 1, 2018 - \$10.00
- Effective July 1, 2019 - \$12.00
- Effective July 1, 2020 - \$14.00
- Effective July 1, 2021 – \$16.00

Bus Drivers shall be paid a reimbursement for meals for field trips to New York City as follows:

- Effective July 1, 2018 - \$17.00
- Effective July 1, 2019 - \$19.00
- Effective July 1, 2020 - \$21.00
- Effective July 1, 2021 - \$23.00

E. OUT-OF-TITLE WORK

1. After five (5) days of performing assigned out-of-title work in a higher paid position, employees will be compensated at the higher rate, retroactive to the first day of assignment.
2. Association members must be expressly assigned to perform out-of-title work in a higher paid position by a supervisor and/or administrator prior to performing such work.
3. This express assignment of out-of-title work will be documented on a form provided by the District, which will specifically describe the nature and duration of the assigned out-of-title work and will be signed by the employee and the supervisor/administrator, and forwarded to the payroll department.
4. Absent an express assignment of out-of-title work that has been memorialized on the District form created for that purpose and signed by the employee and supervisor/administrator, Association members are not to perform, and will not be compensated for performing, out-of-title work in a higher paid position.

SECTION 8 - ACCUMULATED LEAVE

The Employer shall present to each hourly employee a record of that employee’s accumulated leave time computed in hours. Moreover, the Employer shall present to each annualized employee a record of that employee’s accumulated leave time computed in days. The Employer shall provide employees records of their accumulated leave time semiannually, in December and June of each school year.

## **ARTICLE III - WORKDAY - WORKWEEK**

### **SECTION 1 - WORKWEEK**

#### **A. REGULAR WORKWEEK**

The regular workweek for all employees (except as otherwise provided herein) shall not in any event be in excess of 40 hours per week consisting of five (5) consecutive work days; not in excess of eight (8) hours per day, Monday through Friday.

#### **B. OFFICE PERSONNEL**

The regular workweek for office personnel shall consist of 37 1/2 hours per week, consisting of five (5) consecutive work days; seven and one half (7 1/2) hours per day, Monday through Friday. Clerical employees will be placed on summer work hours of 35 hours with no loss of pay from July 1 - August 31.

#### **C. NURSE**

The nurse's workday and workweek will correspond with the teacher workday and workweek.

#### **D. PART-TIME MONITORS**

The regular workweek for part-time monitors shall consist of less than 20 hours per week, consisting of five (5) consecutive work days, Monday through Friday.

#### **E. TIME RECORDING**

All employees shall personally record their arrival and departure from work each day including their lunch period. Bus drivers shall record their "sign out" time rounded off to the next quarter hour. Employees will be required to use a time keeping device to record employee arrival and departure times.

### **SECTION 2 - SNOW DAYS**

#### **A. TRANSPORTATION AND MAINTENANCE EMPLOYEES**

Maintenance employees are required to work full-time on days that school is closed because of bad weather or other emergency conditions. Transportation employees will be placed on a voluntary list if they wish to work on snow days or days that school may be closed due to bad weather when snow removal is required. In the event a maintenance employee is delayed by snow or ice in reporting to work, the lost time may be made up by the employee at the end of the day or later as determined by the department head. (In the event an employee cannot get

to work because of snow or road conditions, he/she may have the absence deducted from leave accruals.)

B. OFFICE EMPLOYEES

1. No School - On days when there is no school, hourly staff shall not report. Annualized office staff have up to two hours to report to work. Annualized office staff who cannot make it into work have the option of (a) using accrued vacation or personal leave or (b) making prior arrangements in writing with their supervisors to make up the work missed. These prior arrangements are subject to the approval of the Superintendent.

2. Delayed School Openings - When school is delayed, all clerical staff have up to two hours to report to work. In the event that an employee has to report to work beyond the scheduled school delay, the employee has the option of (a) using accrued vacation or personal leave or (b) making prior arrangements in writing with their supervisors to make up the work missed. These prior arrangements are subject to the approval of the Superintendent.

3. Early Dismissal

On days when there is an early dismissal from school because of inclement weather, at least one clerical employee from each school familiar with the Main Office functions shall remain in the Main Office until all the buses have completed their runs. A rotational roster shall be created at the beginning of the school year, containing the names of those employees having such familiarity of functions. Initial placement of names upon such roster shall be in the inverse order of seniority, and thereafter, such names shall be rotated from the top to the bottom of the list when such assignment has been completed. If an employee is not on duty at the time such assignment is required, his/her name shall remain at the top of the list, and the next employee on the list shall be designated. All other 10 and 12-month clerical employees shall be entitled to leave with teachers, providing there are no critical tasks that must be performed. Such absence shall be without loss of pay and not chargeable to time balances.

4. District Closing

When the District is closed at the direction of the Superintendent, employees who work on such days will be paid time and one half for all hours worked.

C. OTHER EMPLOYEES

1. Positions of Cook Manager (annualized) and Senior Food Service Worker (Salary Grade 4)

For early dismissal, the positions of cook manager and senior food service worker shall be allowed to leave early on such days if there are no job responsibilities assigned to them. In such case, the cook manager and senior food service worker will be paid for the full shift.

For a 2-hour delayed opening, the positions of cook manager and senior food service worker shall be required to come in on normal schedule and work the full shift.

For a 3-hour delayed opening, the positions of cook manager and senior food service worker shall be required to come in one-half (1/2) hour later than normal schedule and work a full shift.

For school closing closings, the positions of cook manager and senior food service worker shall **not** be required to come in. In such case, the cook manager and senior food service worker will **not** be paid for the full shift.

## 2. Position of Food Service Helper (Salary Grade A)

For early dismissal, the position of food service helper shall be allowed to leave early on such days if there are no job responsibilities assigned to them. In such case, the food service helper will be paid for the full shift.

For a 2-hour delayed opening, the position of food service helper shall be required to come in on normal schedule if assigned school has four (4) lunch periods, and to come in one-half (1/2) hour later than the normal schedule if assigned school has five (5) lunch periods and work the full shift. The food service helper will be paid for hours worked.

For a 3-hour delayed opening, the position of food service helper shall be required to come in one-half (1/2) hour later than normal schedule if assigned school has four (4) lunch periods, and to come in one-half (1/2) hour later than the normal schedule if assigned school has five (5) lunch periods and work the full shift. The food service helper will be paid for hours worked.

For school closing closings, the positions of food service helper shall **not** be required to come in. In such case, the food service helper will **not** be paid for the full shift.

## 3. Position of 12 month clerical

For early dismissal, the position of 12 month clerical shall be allowed to leave early on such days if there are no job duties and responsibilities assigned to them. In such case, the 12 month clerical will be paid for the full shift, notwithstanding the provision of B.3. above.

For a 2-hour delayed opening, the position of 12 month clerical shall be required to come in on a 2-hour delayed schedule and work the full shift. In such case, the 12 month clerical will be paid for the full shift.

For a 3-hour delayed opening, the position of 12 month clerical shall be required to come in on a 2-hour delayed schedule and work the full shift. In such case, the 12 month clerical will be paid for the full shift.

For a school closing, the position of 12 month clerical shall be required to come in on a 2-hour delayed schedule and work the full shift. In such case, the 12 month clerical will be paid for the full shift. The 12 month clerical may use personal or vacation time for the full day.

#### 4. Position of 10 month clerical

For early dismissal, the position of 10 month clerical shall be allowed to leave early on such days if there are no job duties and responsibilities assigned to them. In such case, the 10 month clerical will be paid for the full shift.

For a 2-hour delayed opening, the position of 10 month clerical shall be required to come in on a 2-hour delayed schedule and work the full shift. In such case, the 10 month clerical will be paid for the full shift.

For a 3-hour delayed opening, the position of 10 month clerical shall be required to come in on a 3-hour delayed schedule and work the full shift. In such case, the 10 month clerical will be paid for the full shift.

For a school closing, the position of 10 month clerical shall **not** be required to come in. In such case, the 10 month clerical will **not** be paid for the full shift.

#### 5. Position of teacher aide

For early dismissal, the position of teacher aide shall be allowed to leave at the student dismissal time. In such case, the teacher aides will be paid for the full shift.

For a 2-hour delayed opening, the position of teacher aide shall be required to come in on a 2-hour delayed schedule and work the full shift. In such case, the teacher aide will be paid for the full shift.

For a 3-hour delayed opening, the position of teacher aide shall be required to come in on a 3-hour delayed schedule and work the full shift. In such case, the teacher aide will be paid for the full shift.

For a school closing, the position of teacher aide shall **not** be required to come in. In such case, the teacher aide will **not** be paid for the full shift.

#### 6. Positions of hall monitor and greeters

For early dismissal, the position of monitor (hall monitor or greeter) shall be allowed to leave at the student dismissal time. In such case, the monitor will be paid for the full shift.

For a 2-hour delayed opening, the position of monitor (hall monitor or greeter) shall be required to come in on a 2-hour delayed schedule and work the full shift. In such case, the monitor will be paid for the full shift.



For a 3-hour delayed opening, the position of monitor (hall monitor or greeter) shall be required to come in on a 3-hour delayed schedule and work the full shift. In such case, the monitor will be paid for the full shift.

For a school closing, the position of monitor (hall monitor or greeter) shall **not** be required to come in. In such case, the monitor (hall monitor or greeter) will **not** be paid for the full shift.

7. Position of playground monitor

For early dismissal, the position of monitor (playground) shall be allowed to leave at the student dismissal time. In such case, the monitor will be paid for the full shift.

For a 2-hour delayed opening, the position of monitor (playground) shall be required to arrive at the Middle School 1 hour later and at the Elementary School at normal shift time and work the full shift. In such case, the monitor will be paid for the full shift.

For a 3-hour delayed opening, the position of monitor (playground) shall be required to arrive at the Middle School 1.5 hours later and at the Elementary School 1 hour later than normal shift time and work the full shift. In such case, the monitor (playground) will be paid for the full shift.

For a school closing, the positions of monitor (playground) shall **not** be required to come in. In such case, the monitor (playground) will **not** be paid for the full shift.

8. All ten month hourly employees will have the option of using their personal leave to cover days that school is cancelled because of snow and/or weather conditions.

SECTION 3 - SUPERINTENDENTS CONFERENCE DAYS, OPEN HOUSE, AND PARENT CONFERENCE NIGHTS

A. CAFETERIA WORKERS

Cafeteria workers will be required to work on Superintendent's Conference Days as part of their work at the discretion of the Superintendent and/or designee. Workers will be provided at least two weeks advance notice of their required attendance.

**B. MONITORS, PART-TIME MONITORS, AIDES AND TRANSPORTATION WORKERS**

Monitors, part-time monitors, aides and transportation workers may be required to attend Superintendent's Conference Days at the discretion of the Superintendent and/or his/her designee. If the monitors, aides or transportation workers are required to attend Superintendent's Conference Days, they will be compensated for their attendance, as appropriate and will be provided at least two weeks advance notice of their required attendance.

**C. CLERICAL EMPLOYEES**

Clerical employees may be required to work/attend evening open houses and parent-teacher conference nights at the discretion of the Building Principal and/or designee and will be compensated for their attendance, as appropriate. Employees will be provided at least two weeks advance notice of their required attendance.

**ARTICLE IV - HOLIDAYS**

**SECTION 1 - HOLIDAYS WITH PAY**

A. All employees (except substitutes) shall be entitled to the following paid holidays falling within their term of employment:

Independence Day	Christmas Day
Labor Day	New Year's Eve
Columbus Day	New Year's Day
Veterans Day	Martin Luther King's Birthday
Thanksgiving Day	Good Friday
Day After Thanksgiving	Memorial Day
Christmas Eve	

B. Should any of the above holidays fall on Saturday or Sunday, employees shall be granted the preceding Friday or the following Monday off, with no loss of salary or charge to accumulated paid leave. If any of the above holidays fall on a non-working day, the Superintendent of Schools shall designate an alternate paid holiday.

C. Hourly paid bus drivers "term of employment" will begin on the date of the first organizational meeting or training session(s) prior to school opening that such employees are required to attend.

## **ARTICLE V - LEAVE COMPUTATIONS**

All employees shall accrue, and be able to use, leave time in hourly units. The number of accrued hours shall be based on the number of hours in an employee's normal workweek or day, whichever the contract makes reference to.

## **ARTICLE VI - VACATIONS**

### **SECTION 1 - VACATIONS WITH PAY**

A. All employees employed on a twelve (12) month basis shall be entitled to the following vacation with pay which will be credited to them on the first day of each fiscal year:

1. One (1) year to five (5) years of continuous service, the equivalent in hours of two (2) weeks' vacation.

2. Upon completion of five (5) years of continuous service, the equivalent in hours to three (3) weeks' vacation. Upon completion of the sixth (6th) year of service to the District, the equivalent in hours of one (1) vacation day per year will be added until the equivalent in hours of twenty (20) vacation days have been earned.

3. Newly hired employees shall be entitled to vacation leave on the July 1st following their initial date of hire by the District. If such employees have not worked a full work year by the July 1st following the date of hire, the vacation they are entitled to shall be prorated from the vacation schedule set forth in Article VI until such time as the employee has completed a full year of employment. Once the employee has completed a full year of employment, (s)he will be entitled to the full complement of vacation under Article VI, I(A) (1).

4. For employees in their first and last years of employment with the District, vacation with pay will be pro-rated.

B. Ten (10) month annualized custodial workers, bus drivers, senior stenographers are to receive the equivalent in hours of three-fourths (3/4) day per month vacation or the equivalent in hours of seven and one-half (7 ½ ) days pay on the last pay period in June. Paid vacation will not be available to any ten (10) month annualized employees hired by the District on or after July 1, 2011.

### **C. ACCRUED VACATION**

Accrued vacation may be carried forward from year to year to a limit of the equivalent in hours of two (2) weeks.

### **D. VACATION SCHEDULES**

All vacations shall be scheduled, subject to the approval of the Superintendent of Schools.

## **ARTICLE VII - LEAVES**

### **SECTION 1 - SICK LEAVE**

#### **A. SICK LEAVE ENTITLEMENT**

All employees shall be entitled to the equivalent in hours of one (1) day per month sick leave.

#### **B. SICK LEAVE ACCUMULATION**

Any of the allowed days not used during the year shall be accumulated to a maximum of 170 days. Such days shall be paid for on the basis of the number of hours in the employee's workday (i.e., 5 hour cafeteria employee would accumulate 170 five hour days). Employees who as of July 1, 1985 have more than 170 days of accumulation shall be allowed to use those days prior to utilizing the other 170 accumulated days.

Part-time Monitors who enter the bargaining unit after June 8, 2009, will not be eligible for payment for accumulated unused sick leave upon separation from employment with the District. Part-time Monitors who entered the bargaining unit on or before June 8, 2009, shall be allowed to accumulate a maximum of fifty (50) days of sick leave.

Employees who retire or are laid off who have been employed continuously for more than five (5) years may elect to receive payment for their accumulated unused sick leave at the rate of 40% of their hourly rate. This option, if exercised, shall be in place of retirement rider designated 41J (Sick Leave Conversion).

#### **C. DOCTOR'S CERTIFICATE**

In case of illness lasting more than three (3) consecutive school days, the Employer may require a doctor's certificate.

Where sick leave abuse is suspected, the Employer may require a doctor's certificate at any time at the Employer's expense which shall not exceed \$25.00. The doctor may be designated or approved by the Employer. Definition of suspected sick leave abuse: use inconsistent with random illness or use of more than six (6) days per semester or ten (10) days before April of any given school year.

Where the Employer has a reasonable basis to demand that an employee submit to a medical evaluation, the District shall pay for the entire cost of such evaluation and report.

For the purposes of this provision, the Employer shall mean the Board of Education or Superintendent of Schools.

D. VESTING

Sick leave shall be vested on the last day of the fiscal year in which earned. Employees may borrow against this sick leave during the fiscal year. In the event an employee terminates his/her service during the fiscal year, such employee shall be credited with borrowed sick leave, but not to exceed the pro-rated portion earned as of the date of termination.

E. ADDITIONAL SICK LEAVE

Additional sick leave without loss of pay may be granted by the Board of Education upon recommendation of the Superintendent of Schools.

F. SICK LEAVE BANK

The parties agree that the sick leave bank established in the 1988-1999 school year shall be continued with the following parameters:

1. All current CSEA members in good standing who have contributed at least two (2) days to the Sick Bank prior to the 1992-1993 school year shall be considered members of the Sick Bank for the 1992-1993 school year and in subsequent years that they are members of the CSEA in good standing and have not submitted a letter of resignation to the Sick Bank Committee unless provision # 4 has been invoked. These days shall be non-returnable. All other contributions to the CSEA Sick Bank made by current CSEA members shall be credited to their individual accrued sick leave.
2. Participation in the Sick Leave Bank shall be restricted to CSEA members who have contributed to the bank in the manner prescribed in # 1 or elect to contribute in the manner prescribed in # 3. CSEA members who are members of the Sick Bank may elect to resign from the Sick Bank by submitting a letter which so stipulates to the Sick Bank Committee.
3. Between September 1 and September 30 of each year subsequent to the 1992-1993, current members of the CSEA in good standing may elect to join the Sick Bank by signing a written waiver of two (2) days of his/her prior sick leave accumulation. Newly hired employees have 30 days from their date of hire to submit their written waiver. These days are non-returnable.
4. In years subsequent to 1992-1993, the maximum accumulation of days in the Sick Bank shall be equal to three (3) times the current number of members of the Sick Bank. The minimum accumulation of days in the Sick Bank shall be 90 days. Sick Bank Committee members shall determine how many days continuing members shall contribute to maintain the necessary accumulation. Participants will receive written notification from the Sick Bank

Committee of the required additional contribution. Such contribution shall not exceed two (2) days in any one year. Newly hired employees who have joined the Sick Bank in that year shall be exempt from this required additional contribution. Participants who notify the Sick Bank Committee in writing that they do not wish to contribute the additional days will be removed from the Sick Bank. Bargaining Unit employees who owe days to the sick leave bank shall not leave the sick leave bank until they have paid back owed time in full.

5. Use of the Sick Bank is limited in use to one hundred (100) days per annum. Only participants may **borrow** days from the Sick Bank up to thirty (30) days per annum. In an extraordinary case, the Sick Bank Committee may grant extra days by unanimous consent.

6. The bank shall be administered by a committee of four (4) CSEA members appointed by the CSEA Executive Board. Appointees must be current members of the Sick Bank in good standing. The committee will consider requests for sick leave days from the Bank only after the employee has first exhausted all personal, sick, and vacation leave days. All decisions rendered by the committee are by unanimous vote and are not subject to further appeal.

7. Sick leave days may be requested from the Bank only for the serious personal illness or injury of an employee. Sick Bank leave days may not be granted for elective surgery, or during any period an individual is receiving disability benefits from social security, a retirement plan, long term disability, or during any period of time an individual is drawing or is eligible to receive workers' compensation benefits. Medical evidence must be presented to the Sick Bank Committee by the employee's physician prior to its determination of a grant of use of Sick Bank leave days. Employees who receive sick leave days from the Bank are required to contribute two days from their individual accrued sick leave to the Bank in each subsequent school year until they have paid back the total number of days they have borrowed from the Sick Bank.

Employees who receive less than fifteen (15) sick leave days from the sick leave bank shall be required to contribute three (3) days from their individual accrued sick leave to the sick leave bank in each subsequent school year until they have paid back the total number of days they borrowed from the sick leave bank. Employees who receive fifteen (15) or more sick leave days from the sick leave bank shall be required to contribute four (4) days from their individual accrued sick leave to the sick leave bank in each subsequent school year until they have paid back the total number of days they have borrowed from the sick leave bank.

## SECTION 2 - ILLNESS IN THE IMMEDIATE FAMILY - ANNUALIZED AND HOURLY EMPLOYEES

Two (2) days per year may be used by the employee as an emergency leave for a sudden, serious illness in the immediate family. Such leave shall be approved only upon a written application by the employee describing in detail the circumstances giving rise to the leave. To be entitled to such leave, the employee must call in advance of use which shall not be charged to employee's sick leave or personal leave.

### SECTION 3 - BEREAVEMENT LEAVE

- A. In the event of a death in the immediate family of an employee, the employee shall be entitled to leave without loss of pay equivalent in hours of up to five (5) consecutive calendar days from the date of death of the immediate family member. However, for special conditions (e.g. a later spring burial), the employee will be allowed to save one day of such leave for use at a later point in the year.
- B. Such leaves will not be charged against the employee's sick leave allocation.

### SECTION 4 - FAMILY DEFINED

The term "family" shall be defined to mean father, mother, son, daughter, brother, sister, husband, wife, grandmother, grandfather, aunt, uncle, nephew, niece, granddaughter, grandson, any "in-law", and any member of the immediate household.

### SECTION 5 - RELIGIOUS HOLIDAYS

- A. Employees who observe the major recognized holidays of their faith on regular school days shall be permitted to be absent without loss of pay.
- B. Such absence will not be charged against the employee's sick leave allocation.

### SECTION 6 - ABSENCE TO ATTEND NON-PROFESSIONAL MEETINGS

When an employee is obligated by virtue of his/her office in a civic or fraternal organization to attend its convention, the Superintendent of Schools is authorized to grant leave with pay provided such absence will not cause undue hardship within the school system.

### SECTION 7 - JURY DUTY

An employee called for jury duty should notify the Superintendent of Schools of this fact in writing.

Employees are expected to request that jury duty be scheduled to reduce conflict with regular school activities.

When an employee serves on a jury during regular school work days, the Employer will pay the employee his/her full pay, providing the employee returns jury monies for jury duty to the Employer, excluding any expense for mileage allowance.

### SECTION 8 - PERSONAL BUSINESS LEAVE

The equivalent in hours of two days personal business leave shall be available to unit members each year. Up to one (1) day of unused personal business leave shall be carried over into the next school year, providing for a maximum of three (3) days. Such hours shall not be charged to sick leave and if unused, will be added to the employee's accumulated sick leave.

In order to take such leave, the request must be submitted in writing to the Superintendent of Schools at least two (2) working days in advance of the requested day. It is understood that Personal Business Leave may be used solely to conduct business of a personal nature which cannot be managed on other than school time. In case of emergency, written notice may be waived.

Additional hours may be granted at the discretion of the Superintendent of Schools.

#### SECTION 9 - CHILD CARE LEAVE

1. Any unit member may take up to one (1) full year of unpaid child care leave for the birth of a child or a legal adoption of a child up to five (5) years of age. The leave may be terminated at any time with thirty (30) days prior notice, to the District. The District may require a doctor's certificate.
2. No benefit shall accrue or apply during the time of leave and, in the case of probationary employees, leave time shall not be considered part of the probationary period. The employee may use allocated sick leave (when designated as a benefit) during the period of actual disability connected with her condition.
3. All premiums for health and any other insurance for which the employee is eligible will be paid by the employee during the terms of such leave.
4. The District and the Union also agree to abide by the Family Medical Leave Act.

#### SECTION 10 - UNION LEAVE

A maximum of the equivalent of three (3) days of leave may be granted to employees in order to perform various union duties. Such leave is subject to prior approval of the Superintendent of Schools or the Superintendent's designee.

#### SECTION 11 - CUSTODIAL SEMINAR

Custodians must attend a Custodial Seminar, if given time to do so, during the workweek.

#### SECTION 12 - USE OF FACILITIES

The Pawling Central School CSEA Unit will be given permission to use "a school facility" for their quarterly and special meetings. Night employees may attend such meetings providing they



satisfactorily complete their duties for that particular night. If time beyond normal working hours is required to complete said duties, there will be no overtime pay allowance.

## **ARTICLE VIII - PENSION, HEALTH INSURANCE AND MEDICAL EXAMINATION**

### **SECTION 1 - PENSION**

All full-time employees of the Pawling Central School District, CSEA Unit shall be members of the New York State Employees Retirement System and in compliance with Section 75-I of the Retirement and Social Security Law\*, shall be entitled to the full benefits of the improved non-contributory plan, effective July 1, 1968, retroactive to 1938, and death benefit section 60B as adopted by the Board of Education, April 14, 1969, and the retirement rider designated 41J (Sick Leave Conversion) effective July 1, 1975.

\*Effective July 1, 1997, the Retirement Plan 75-G shall be changed to 75-I.

\*\*Part-time employees will be able to opt out of the retirement plan pursuant to New York State Law.

### **SECTION 2 - HOSPITALIZATION/HEALTH INSURANCE**

A. The Employer shall contribute one hundred percent (100%) of the cost of the health insurance plan for monthly individual premium costs and ninety-five percent (95%) of the cost of the health insurance plan for monthly family premium costs. Unit members may elect to have the five percent (5%) premium contribution for family coverage deducted from salary/wages under a Section 125 Internal Revenue Code Premium Only Plan (effective January 1, 1993). Retirees shall pay the percentage level of contribution of their health insurance premiums existing on the date of their retirement, regardless of any subsequent changes in plan contributions.

For employees hired prior to July 1, 2014, in order to be eligible for any health insurance in retirement, the employee must have provided the District at least five (5) years of continuous, full-time service immediately prior to the employee's retirement.

For employees hired after July 1, 2014, in order to be eligible for any health insurance in retirement, the employee must have provided the District at least ten (10) years of continuous, full-time service immediately prior to the employee's retirement.

For employees hired on or after July 1, 2018, in order to be eligible for any health insurance in retirement the employee must have provided the District at least fifteen (15) years of continuous, full time service immediately prior to the employee's retirement.

Retirement means the employee actually retires pursuant to the New York State Employees Retirement System.

All unit members hired on or after July 1, 1994 shall contribute 20% of the monthly premium cost of Individual or Family health insurance under the District's plan and may participate in the SS125 I.R.C. Premium Only Plan. The District's contribution shall be 80% of the monthly premium cost of Individual or Family health insurance under the District's plan.

The issue of dealing with health insurance premium increases and costs will be reviewed and addressed by a labor-management committee. The committee will be charged with addressing the issue of saving at least 10% on the health insurance costs which are incurred by the District on an annual basis. Such means of addressing the savings of 10% can be by way of plan modifications or changes, changes of carrier, etc. The labor-management committee will be composed of three members chosen by the Association and three members chosen by the District. The committee will meet to begin its process no later than October 1, 2014 and will work throughout the 2014-2015 school year to address the concerns. If the committee is successful in coming to an agreement on how to achieve the minimum 10% savings on the health costs paid by the District, and such agreement is implemented effective July 1, 2015, the District shall provide a one-time, off-step payment to eligible Association members equivalent to 20% of the District's health insurance savings divided equally among all eligible employees. For the purpose of this provision, an "eligible employee" is any member of the Association who is otherwise eligible to receive health insurance benefits under the collective bargaining agreement.

If the committee is unable to come to an agreement by March 15, 2015 on how to achieve the minimum of 10% savings on the health insurance costs paid by the District, then the recommendations from the Association members on the committee and the District members on the committee will be submitted to Arbitrator John Donahue. Arbitrator John Donahue will not be able to blend or merge the proposals from the Association representatives on the committee with the District representatives on the committee. Instead, to address the means in which to save the minimum of 10% on the costs the District incurs in providing health insurance to the Association members, Arbitrator Donahue will have to choose the proposal from either the Association members or the District members. The arbitration hearing on this matter and decision will be rendered prior to June 1, 2015 so that the parties can implement either the joint recommendations of the committee or the Arbitrator's decision relating to this matter, whichever is applicable.

Unit members may elect to have premium contribution for individual or family coverage deducted from salary/wages under Section 125 of the Internal Revenue Code should the District decide to implement such a plan. If such a plan is implemented, the plan may be extended to provide for child care, elder care, etc. and may include an administrative charge to be negotiated between the District and the CSEA in a side bar agreement at that time.

B. The District shall have the option to change health insurance plans without further negotiations with the Association; provided that the new plan(s) shall be comparable to the Dutchess Alternate PPO Plan (DEHIC Alternate PPO Plan). The Medicare reimbursement is only

applicable to Medicare Part B. The District shall also have the option to maintain insurance within the Dutchess Alternate PPO Plan or its successor plan(s). The Association shall be entitled to at least thirty (30) days' notice of an intended change in plan so that it might give its input with respect to the comparability of such intended plan. If the parties disagree on the issue of comparability, that subject may be grieved by CSEA pursuant to Article XI herein (Grievance and Arbitration provision). Any change of health insurance shall not result, in the impairment or diminution of the minimum protection afforded to retirees under the Empire Plan in effect in August 1988. As to all current and future retirees, the District will reimburse 100% of the Medicare Part B standard premium to the retiree and spouse eligible for health benefits through the District.

C. Employees hired after August 1, 1985 who work more than twenty (20) hours per week in a single title shall be entitled to health and dental insurance benefits. Conversely, employees hired after August 1, 1985 who work twenty (20) hours or less per week shall not be entitled to health and dental insurance benefits; employees will not be allowed to combine two or more part-time titles, each of which is less than twenty (20) hours per week, in order to satisfy the more than twenty (20) hours per week threshold necessary to entitle the employee to health and dental benefits.

### SECTION 3 - HEALTH INSURANCE BUY-OUT OPTION

On or before June 1st of each school year, existing unit members shall inform the business administrator of their decisions to opt out of the District's health insurance plan effective July 1st. In return for opting-out, the unit member shall receive a payment of \$2,500.00, *provided* the District does not realize an increase in its cost of increasing the level of the buy-out. So, for example, if currently ten employees use the opt-out, the District pays out \$15,000.00 per year under the existing opt-out payment (10 x \$1,500.00 = \$15,000.00). If the opt-out payment is increased to \$2,500.00, the District would pay out \$25,000.00 per year (10 x \$2,500.00 = \$25,000.00). Hence, for the District to implement the increased opt-out amount other employees currently taking health insurance from the District would have to opt-out so that the District would not increase its cost of the opt-out provision (i.e., the savings realized by other employees opting-out must at least equal the cost of increasing the opt-out amount). Once the District realizes the savings as per this provision, the \$2,500.00 buy-out amount will be a fixed amount unless and until the parties change the amount in future negotiations.

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

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 pro-rated basis 1/12th of the buy-out amount for each month remaining in the school year in question.

For employees hired by the District on or after July 1, 2018, the buy-out offered for opting out of health insurance coverage will be paid as follows: (1) the first half of the payment will be made to the qualified employee at the start of the second semester of a given school year and (2) the second half of the payment will be made to the qualified employee at the end of the given school year.

#### SECTION 4 - INSURANCE PLANS COMPARABILITY

It is the policy of the Employer to provide equal benefits relative to group hospitalization, dental and life insurance, etc. plans to all employees of the Employer. If any other negotiating unit of the Employer improves its position on the share-cost plan of hospitalization, or adopts a dental plan or life insurance plan, etc., upon the Union's demand, negotiations shall be reopened regarding such improvement in position.

#### SECTION 5 - PHYSICAL EXAMINATION

Each employee shall have a physical examination upon employment and every three years thereafter. If the examination is conducted by the Employer designated physician, it will be at the expense of the Employer. If it is conducted by another physician, the employee shall pay the difference between the school physician's fee and the personal physician's fee. The findings shall be forwarded to the Superintendent of Schools by the examining physician on forms prescribed to the Superintendent of Schools.

#### SECTION 6 - DENTAL PLAN

The District shall contribute the following amount per year towards the premium of the CSEA employee benefit fund for purposes of providing family dental coverage under the Sunrise Dental Plan:

Effective July 1, 2014 – \$675.00  
Effective July 1, 2015 – \$700.00  
Effective July 1, 2016 – \$725.00  
Effective July 1, 2017 – \$750.00

Employee contributions shall be made by payroll deduction.

### **ARTICLE IX - EMPLOYEE HEALTH CONCERNS**

A. Transportation department employees will be subject to drug and alcohol testing pursuant to the State and Federal rules and regulations pertaining thereto.

B. If abuse is verified via a two-test process, the employee will be placed on administrative leave without pay from work and granted a leave of absence of up to two (2) months time for which accumulated leave credits may be used, for the purpose of rehabilitative efforts.

C. The District agrees to use reputable laboratory facilities selected following input from the Association and to preserve the chain of evidence in the testing process. Employees who participate in rehabilitative efforts will be required to provide the District with proof of their participation in such rehabilitation. Moreover, the employees will be required to sign the medical authorizations so that the District can be provided documentation of their treatment and successful participation in the rehabilitation treatment. Upon successful completion of the rehabilitative efforts, the employee shall be returned to his/her position, but will be subjected to testing as follows:

Upon completion of said rehabilitative efforts and thereafter at the District's option, after one (1) month, three (3) months, and/or six (6) months. In addition to the foregoing testing, upon the completion of the employee's rehabilitative efforts and during the six (6) months following the completion of such efforts the employee shall be subject to, and shall participate in, any unannounced testing to be given at the District's discretion.

D. The employee's personnel file will indicate the fact that drug or alcohol abuse was found and the rehabilitative efforts taken. Even though the reference to the employee testing positive for drug or alcohol abuse and participating in rehabilitative efforts can be removed from the employee's personnel file after eighteen (18) months, the District will nonetheless maintain such records in an administrative file which can be used by the District in any discipline cases which arise in the future involving the employee's conduct or performance of duty for similar conduct.

E. This provision shall apply only with respect to transportation department employees. The District reserves its rights, in accordance with law, to supervise other employees with respect to drug and alcohol matters. In the event that the law allows for the random testing of school transportation department employees, notwithstanding any reference above to the contrary, the District shall be allowed to conduct such random testing.

F. All testing procedures and results shall be held in confidence and not revealed to other than the employee, his/her supervisor, the Superintendent of Schools or designee and the Board of Education. The Association President shall also be notified upon the written request of the employee.

## **ARTICLE X - OTHER TERMS AND CONDITIONS OF EMPLOYMENT**

### **SECTION 1 - BUS ROUTES**

At the beginning of each school year, bus run packages will be posted and may be bid on by drivers. Seniority will be strongly considered in the assignment of runs. New runs which arise

after the run packages have been determined may be added to existing run packages, where practicable, to assure the efficiency of the transportation system.

Should discipline or safety become a problem, the District retains the right to reassign drivers in order to solve the problem. Drivers' valid requests for reassignment of runs during the year will be honored if possible.

A joint committee comprised of three (3) bus drivers chosen by the CSEA, the Supervisor of Transportation and the Chief Business Administrator to make recommendations to the Superintendent of Schools regarding bus run packages prior to posting the same. The committee shall consider as a factor, minimizing short-term unpaid for interruptions in the working hours of their workday.

When a driver assigned to a regular, out-of-District run, loses driving time through no fault of his/her own (e.g., the District is open, but a BOCES is closed, etc.) and is available that driver shall be given the right of first refusal for the available run prior to such run being assigned to a substitute driver in order to make up that lost time.

## SECTION 2 - BUS DRIVERS

Only employees specifically hired as bus drivers shall transport pupils in District vehicles, except in emergencies as otherwise set forth in the Commissioner's regulations or Section 19A of the New York State Vehicle and Traffic Law.

## SECTION 3 - BUS DRIVER HOURS

The District agrees not to reduce an employee's daily run (pay) unless there is a change in the run of at least five (5) consecutive workdays, which results in more than fifteen (15) minutes reduction per day of driving time. If the change in the run is less than five (5) days, drivers will be assigned other duties to perform. If the change in the run is more than five (5) days, drivers may be provided the option to make the time up by taking on other duties during that time. The Transportation Supervisor or designee will decide whether there are additional duties/work that the driver can be assigned when the change in the run exceeds five (5) days. Such duties may include cleaning buses, repairing seats and seat belts or working as a monitor, or other such work which is agreeable between the parties.

Whenever any driver has been on duty for 15 hours in any consecutive 24-hour period, even though part of such time was or will be outside of the State of New York, the driver shall not continue or go on duty without having at least eight consecutive hours off duty. If a driver selects a run that will result in him or her exceeding 15 hours in a consecutive 24-hour period, the driver will not be permitted to work the morning of the next day. Instead, the driver will have the opportunity to make up the hours equal to the morning run that he or she was not permitted to work at a later time. These hours will be made up by fueling, cleaning, or

performing whatever task is assigned by the Transportation Supervisor. It may be necessary to wait for a period of time until these tasks become available.

The District shall advise the drivers of any calendar variations for other districts, or schools which may result in a shortened work year, prior to bidding or as soon as practicable following the district's receipt of such information about the schedule/calendar change.

#### SECTION 4 - MEDICAL EXAM REPORTS

An employee who receives conflicting medical exam reports from the school doctor and his/her personal physician shall participate in the selection of the deciding physician as provided in Section 19A of the New York State Vehicle and Traffic Law.

#### SECTION 5 - DRIVER RETESTING

An employee who does not pass those testing procedures which allow for retesting under Section 19A of the New York State Vehicle and Traffic Law and Section 3 of this Article, shall have the job position held open pending retesting procedures provided for in Section 19A. Upon successful passing of this testing procedure, the employee shall be reinstated to his/her position without loss of seniority or benefits.

#### SECTION 6 - MECHANIC'S TOOLS

The District shall provide the full-time bus mechanics with a \$1,000.00 annual tool allowance and part-time bus mechanics with a pro-rated tool allowance to be paid upon presentation of paid sales slips indicating the purchase of his/her tools or insurance on his/her tools to be used in the repair of the District buses. The District will replace tools broken in the proper use and performance of duties for the District by full-time maintenance mechanics. The full-time maintenance mechanics must present proper evidence of the use of the tool and its damage to their supervisor within two work days of the damage.

#### SECTION 7 - EXTRA-CURRICULAR ACTIVITIES

A regularly employed operations and maintenance department employee shall be present whenever a school building is being used for an extra-curricular activity by a student group or by an outside group.

#### SECTION 8 - BUS SAFETY CHECK

The workday for all bus drivers shall include a paid half hour period prior to starting the first run of the day during which each bus driver shall check his or her bus for safe operation of all equipment.

SECTION 9 - NEW YORK CITY RUNS

Bus Drivers shall receive extra compensation of \$100.00 for driving New York City Runs.

SECTION 10 - REPRODUCTION OF AGREEMENT

The Employer shall reproduce and distribute copies of the Agreement at no cost to the Unit or Unit Employees.

SECTION 11 - CLERICAL SUBSTITUTES

The Employer shall make every effort to seek the service of qualified substitutes for clerical employees in the event of planned absences.

SECTION 12 - CAFETERIA SUBSTITUTES

The Employer shall make reasonable efforts to provide substitutes in the Cafeteria service.

SECTION 13 - NOONTIME KINDERGARTEN RUN

Bus drivers will be guaranteed a minimum of two (2) hours pay for noontime kindergarten runs.

SECTION 14 - PROFESSIONAL SEMINARS AND CONFERENCES

Upon approval by the Superintendent, an employee shall be paid normal compensation for days of attendance at professional work-related seminars, classes and conferences. The District shall also reimburse the employee for any registration fees or travel costs related to attendance. The employee shall not be charged leave time for such approved attendance.

SECTION 15 - SPECIAL CAFETERIA FUNCTIONS

Cafeteria employees may rotate service at special functions by seniority.

SECTION 16 - TRANSPORTATION CONTRACTS

The District may enter into contracts with transportation vendors to provide services for low incident out-of-district special education runs to destinations other than the Dutchess BOCES without the requirement of negotiating the decision to do so, nor the impact or effects upon the Association or its members. This provision will be utilized until the District can arrange to hire the necessary drivers or have available vehicles to cover such runs. Moreover, this provision and the rights of the District under this provision shall continue for the remainder of a given school year and through successful passage of the next year's school budget, provided that the use of such outside vendors does not result in any layoff of or reduction in force to



current unit positions. Prior to using a transportation vendor, the District will take reasonable steps to use District drivers and existing transportation equipment.

#### **SECTION 17 - SPECIALIZED TRAINING**

Recognizing that there may be students with special needs who may require specialized assistance above and beyond those of students not similarly situated, and that bargaining unit employees may be requested to provide such assistance to those students, upon written request of the employee, the District shall arrange training at no cost to the employee, in those areas of need for the student(s) whom the employer is expected to provide assistance to. Training shall be provided during the school year, during conference days, or half-day dismissals or school recess periods; (i.e.), during such time that school is not in session. An employee attending such training shall be considered in pay status, and where travel is involved, such employee shall be reimbursed at the current IRS rate for actual mileage to and from training location.

#### **SECTION 18 - POSTING OF JOB VACANCIES**

In the event there is a vacancy in a new or existing job title, the District shall post the vacancy on all union bulletin boards in each school for a period of seven (7) calendar days prior to hiring applicants, unless an emergency situation exists. From among the employees who apply, the District shall select those to be interviewed, consistent with applicable laws and regulations. In consideration of employees for transfer or reassignment to a job vacancy, seniority shall be a factor, where there is no distinction between employees with respect to factors relevant to the ability of the employees to perform the required duties and responsibilities. An employee, who applies for a job vacancy in accordance with the provision of this section but is not selected to fill the vacancy, shall be notified in writing of non-selection. If the employee was interviewed, upon request, such employee shall be entitled to a meeting to discuss the reasons for non-selection. Job vacancy announcements, which are posted pursuant to the provision of this Article, shall be sent to the CSEA Unit President at the time they are posted. Each employee shall upon promotion or appointment and thereafter upon request be given a copy of his/her job description/specification. The Association recognizes that the District has the right to amend job descriptions/specifications as it deems appropriate, consistent with Civil Service Rules and Regulations. Work assignments shall be in accordance with that job description/specification.

### **ARTICLE XI - RECIPROCAL RIGHTS**

#### **SECTION 1 - ADMINISTRATION RIGHTS**

A. RIGHT OF REPRESENTATION

The Employer recognizes the right of the employees to designate representatives of the Union to appear on their behalf to adjust salaries, working conditions, grievances and disputes as to the terms and conditions of this Agreement and to visit employees during working hours.

B. GRIEVANCE TIME

Employees, who are designated or elected, having as their purpose the adjustment of grievances or assisting in the administration of this Agreement, shall be permitted a reasonable amount of time, free from their regular duties, to fulfill these obligations. Subject to the approval of the Department Head or his/her designee in his/her absence such employee representatives shall also be permitted to appear at hearings before the Board of Education upon request of the employee(s). It shall be understood that these obligations have as their purpose, maintenance of harmonious and cooperative relations between the Employer, the Union and the employees, and the uninterrupted operation of the school.

C. BULLETIN BOARDS

The Union shall have the right to post notices and other communications on the bulletin boards maintained on the premises and facilities of the Employer, subject to the approval of the contents of such notices and communications by the President of the Board of Education or his/her designee.

D. Each September the District shall furnish to the CSEA a list of names, home addresses, job titles, membership status, insurance deductions and dates of hire for each unit member.

SECTION 2 - PROMOTIONAL OPPORTUNITIES

Notices of promotional opportunities and vacancies shall be posted conspicuously in the District in ample time for employees to take any desired action. In the filling of such an opening, seniority shall be a significant factor.

SECTION 3 - NON-DISCRIMINATION

The Employer and the Union shall administer their obligations under this contract in a manner which will be fair and impartial to all employees and shall not discriminate against any employee by reason of sex, nationality, race, creed, color or marital status.

SECTION 4 - EMPLOYEE-EMPLOYER RELATIONSHIP

A. LINES OF AUTHORITY

All employees shall be subject to the lines of authority as established in the School District Table of Organization.

B. SCHOOL EMPLOYEE MEETINGS

All employees shall be required to attend all staff meetings, approved In-Service Training Sessions and other meetings designated by the Administration as necessary, relevant and pertinent to the overall operation of the Pawling Central School District.

C. PERSONNEL FILES

Employees shall be allowed access to their personnel files upon one day written notice to the Superintendent of Schools. Only confidential pre-employment material may be withheld from the file by the Superintendent of Schools. A copy of any material inserted in an employee's personnel file shall be sent to the employee. Each such insertion shall have a statement for the employee to sign to the effect that he has read the material inserted and agrees, disagrees, or has no comment to make.

SECTION 5 - UNION-EMPLOYER RELATIONSHIP

A. The Union agrees to encourage and promote all personnel to comply with the general regulations and written policy of the Board of Education and the Administration.

B. LABOR-MANAGEMENT COMMITTEE

A Labor-Management Committee shall be comprised of representatives of both parties. Said committee shall meet two (2) times annually and additionally either party shall have the right to call an emergency meeting.

It shall be the purpose of this committee to discuss any and all problems that may arise.

C. The CSEA shall provide the Superintendent of Schools with a list of its officers, shop stewards, labor management committee representatives, grievance representatives and other representatives or agents.

SECTION 6 - LAYOFF AND RECALL FOR NON-COMPETITIVE CLASS AND LABOR CLASS EMPLOYEES

Seniority in title shall be the controlling factor in the scheduling of layoffs and recalls. Layoffs shall take place in inverse order of seniority in title, and recalls in order of seniority in title. In the event of a layoff, all full-time employees shall have more seniority than part-time employees in title. Existing equivalent part-time positions shall be offered to full-time employees whose positions have been abolished. In the event of layoffs of part-time monitors,

layoffs shall take place in inverse order of seniority in title; a laid off part-time monitor may retreat to a position held by the least senior part-time monitor if qualified to perform the duties of that position. The District shall offer all newly created positions to qualified, laid off employees before offering the positions to persons who are not on layoff. The employee must respond within ten (10) days of the mailing of a recall notice, by certified mail, return receipt requested, or else be deemed to have waived recall rights to such position and be removed from the recall list for that position. Recall rights shall be limited to two years from the date of a layoff. Layoff and recall for competitive class employees shall be governed by Civil Service Law.

#### SECTION 7 - DISCIPLINARY ACTION - TERMINATION

All labor and non-competitive class employees hired prior to July 1, 1998 shall be covered by Section 75 of the Civil Service Law after six (6) months employment with the District. All labor class and non-competitive class employees hired on or after July 1, 1998 shall be covered by Section 75 of the Civil Service Law after eighteen (18) months of employment with the District. All unit members shall be subject to termination without the convening of a Section 75, Civil Service Law Hearing, prior to completing the aforementioned terms of employment.

#### SECTION 8 - CHANGE IN SHIFT

The District shall provide reasonable notice, where practicable, to employees who are given a shift change; however, in no event shall such notice be less than one week, absent an emergency.

#### SECTION 9 - EMPLOYEE EVALUATIONS

An annual evaluation of all non-instructional personnel shall be made by the immediate supervisor. The evaluator shall discuss the evaluation with the employee. The evaluation shall be signed by both the evaluator and the employee to indicate that the contents of the report have been discussed. The employee's signature on the evaluation does not indicate agreement or disagreement with the evaluation. The employee shall have a right to attach a written response to the evaluation. These evaluations shall become a permanent part of the employees personnel file.

## **ARTICLE XII - DISPUTE AND GRIEVANCE PROCEDURES**

### **SECTION 1 - GRIEVANCE PROCEDURE**

Any grievance concerning the interpretation or application of the terms of this Agreement, shall be processed in accordance with the procedures as annexed in Appendix "C".

### **SECTION 2 - DISPUTE PROCEDURE**

The dispute procedure for the processing of grievances, other than interpretation or application of the terms of this Agreement, shall be processed in accordance with the procedure as annexed in Appendix "D".

## **ARTICLE XIII - CONFORMITY WITH LAW AND PRACTICE**

### **SECTION 1 - PAST PRACTICE**

Any rights, privileges or benefits already accorded to the employees of the Pawling Central School District not modified by this Agreement, shall not be rescinded.

### **SECTION 2 - APPLICABLE LAW**

This Agreement is a result of negotiations conducted, pursuant to the New York State Civil Service Law, Section 14, Public Employees Fair Employment Act, and it is recognized that the terms of this Agreement may not conflict with the rules and regulations of the Commissioner of Education and all statutory provisions of the State Laws consistent with the functioning and administration of the Pawling Central School District.

### **SECTION 3 - PROHIBITION AGAINST STRIKES**

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

### **SECTION 4 - MANDATED PROVISION OF THE LAW**

Notice, as provided by Section 204-A of the Civil Service Law as amended:

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

**ARTICLE XIV - TERM OF AGREEMENT**

This Agreement shall become effective as of July 1, 2018 and terminate at the close of business on June 30, 2022 and thereafter to the close of business on June 30 each year, unless either party gives notice in writing, to the other party on or about January 1 prior to the termination of this Agreement, of its desire to terminate or modify the provisions of this Agreement.

IN WITNESS WHEREOF, this Agreement has been signed by the duly authorized officers of the respective parties on the 24 day of June 2018.

*October*

PAWLING CENTRAL SCHOOL DISTRICT

THE CIVIL SERVICE EMPLOYEES  
ASSOCIATION, INC., LOCAL  
1000, AFSCME, AFL-CIO,  
PAWLING CENTRAL SCHOOL  
DISTRICT UNIT, DUTCHESS  
COUNTY EDUCATIONAL LOCAL 867

BY: *William M. Ward*  
Superintendent of Schools

BY: *[Signature]*  
Unit President

BY: *[Signature]* hrs 10/13/18

## APPENDIX "A"

<u>TITLES</u>	<u>GRADE</u>
ACCOUNTANT	16
ACCOUNT CLERK TYPIST	8A
AUDIO-VISUAL TECHNICIAN	8A
AUTOMOTIVE MECHANIC	15
BOOKKEEPING MACHINE OPERATOR	12A
BUS DRIVER (ANNUALIZED)	11
BUS DRIVER (HOURLY)	C
CLEANER (HOURLY)	A
COOK - MANAGER (ANNUALIZED)-6 hours	4
COOK – MANAGER (ANNUALIZED)-6.5 hours	4A
COURIER	A
CUSTODIAL WORKER (ANNUALIZED)	10
CUSTODIAL WORKER (HOURLY)	B
CUSTODIAN	11
FOOD SERVICE HELPER (ANNUALIZED)	2
FOOD SERVICE HELPER (HOURLY)	A
GROUNDSKEEPER	11
GROUNDSKEEPER-MAINTENANCE MECHANIC	11A
GROUNDSKEEPER-AUTOMOTIVE MECHANIC	11B
GUIDANCE AIDE/COMPUTER ASSISTANT (ANNUALIZED)	8A
GUIDANCE AIDE/COMPUTER ASSISTANT (HOURLY)	D
HEAD AUTO MECHANIC	15
BUS DRIVER	13
JUNIOR ACCOUNTANT	9A
LIBRARY CLERK (HOURLY)	D
MAINTENANCE MECHANIC	13
MICROCOMPUTER SUPPORT SPECIALIST	14C
MICROCOMPUTER TECHNICIAN	14A
NETWORK SPECIALIST (10-mo.)	14B
OFFICE ASSISTANT DISPATCHER	9C
PART-TIME SCHOOL MONITOR	F
PRINCIPAL STENOGRAPHER	12A
PURCHASING AGENT	10C
RECREATION LEADER	G
REGISTERED NURSE (ANNUALIZED)	10D
SCHOOL BUS DISPATCHER	12
SCHOOL LUNCH MANAGER (ANNUALIZED)	6
SCHOOL MONITOR (HOURLY)	F
SENIOR ACCOUNT CLERK	10A
SENIOR FOOD SERVICE HELPER (ANNUALIZED)-6 hours	4
SENIOR FOOD SERVICE HELPER (ANNUALIZED)-6.5 hours	4A
SENIOR STENOGRAPHER	10A
SENIOR TYPIST	8A

STENOGRAPHER  
SECRETARY TO SUPERINTENDENT  
SUBSTITUTE TEACHER CALLER  
TEACHER AIDE (HOURLY)  
TYPIST (ANNUALIZED)  
TYPIST (HOURLY)

8A  
12A  
STIPEND  
E  
7A  
D



**APPENDIX B (1) 2018-2019  
SALARY SCHEDULES**

2018-2019		REVISED 6/19/18							Inc. 2%
Title	Salary Grade	Annual Increment	1st Step	2nd Step	3rd Step	4th Step	5th Step	6th Step	7th Step
Food Service Helper (6.0 hours)	2	733.09	15,441.33	16,174.42	16,907.51	17,640.59	18,373.68	19,106.77	19,839.86
	3	733.09	17,631.24	18,364.33	19,097.42	19,830.51	20,563.59	21,296.68	22,029.77
Cook Manager (annl), Sr FS-6 hours	4	733.09	21,271.71	22,004.79	22,737.88	23,470.97	24,204.06	24,937.14	25,670.23
Cook Manager (annl), Sr FS - 6.5 hours	4A		23,044.35	23,838.53	24,632.71	25,426.88	26,221.21	27,015.24	27,809.78
	5	914.04	25,277.06	26,191.09	27,105.13	28,019.16	28,933.20	29,847.23	30,761.27
	6	914.04	29,638.12	30,552.16	31,466.19	32,380.23	33,294.26	34,208.30	35,122.33
	7	870.36	34,750.92	35,621.28	36,491.64	37,362.00	38,232.35	39,102.71	39,973.07
Typist Annualized	7A	870.36	36,688.88	37,559.24	38,429.60	39,299.95	40,170.31	41,040.67	41,911.03
Acct Cl Typ, Tech, Steno, GuidAide, Sr Typist	8A	1,388.22	40,188.17	41,576.38	42,964.60	44,352.81	45,741.03	47,129.25	48,517.46
	9A	1,388.22	42,190.86	43,579.07	44,967.29	46,355.51	47,743.72	49,131.94	50,520.15
	9B	1,388.22	43,456.57	44,844.78	46,233.00	47,621.21	49,009.43	50,397.65	51,785.86
Office Ass't Dispatcher	9C	1,388.22	42,656.40	44,044.62	45,432.83	46,821.05	48,209.26	49,597.48	50,985.70
Custodial Worker	10	1,590.89	43,931.55	45,522.44	47,113.34	48,704.23	50,295.12	51,886.01	53,476.90
Sr. Steno, Sr Acct Clk	10A	1,590.89	44,162.37	45,753.26	47,344.16	48,935.05	50,525.94	52,116.83	53,707.72
Tax Collector, Treasurer	10B	1,590.89	44,377.57	45,968.46	47,559.35	49,150.24	50,741.14	52,332.03	53,922.92
Purchasing Agent	10C	-	44,737.20	46,328.09	47,918.98	49,509.88	51,100.77	52,691.66	54,282.55
Registered Nurse	10D	-	44,615.74	46,206.63	47,797.52	49,388.41	50,979.30	52,570.20	54,161.09
Bus Driver FT, Cust, Grndkpr	11	1,590.89	45,522.47	47,113.36	48,704.25	50,295.14	51,886.03	53,476.93	55,067.82
Grndskeeper & or Main Mech	11A	1,590.89	47,108.71	48,699.60	50,290.49	51,881.39	53,472.28	55,063.17	56,654.06
Groundskeeper/Auto Mech	11B	1,590.89	55,355.07	56,945.96	58,536.85	60,127.74	61,718.64	63,309.53	64,900.42
School Bus Dispatcher	12		46,818.00	48,408.89	49,999.78	51,590.68	53,181.57	54,772.46	56,363.35
Bk Mach Oper/ PR Steno	12A	1,590.89	47,334.86	48,925.75	50,516.64	52,107.54	53,698.43	55,289.32	56,880.21
	12B	1,590.89	48,754.92	50,345.81	51,936.70	53,527.59	55,118.48	56,709.38	58,300.27
Hd Bus Driver, Main Mech	13	1,590.89	48,695.31	50,286.20	51,877.09	53,467.98	55,058.88	56,649.77	58,240.66
	14	1,590.89	50,282.79	51,873.68	53,464.57	55,055.46	56,646.36	58,237.25	59,828.14
Microcomputer Tech	14A	-	51,868.38	53,112.81	54,388.35	55,693.52	57,029.79	58,398.52	59,799.78
Network Sepc (10 mos)	14B	-	54,749.95	56,063.62	57,409.74	58,786.98	60,572.79	61,643.15	63,122.06
Micro Support Special	14C	-	57,631.52	59,014.40	60,431.17	61,881.86	63,366.43	64,887.72	66,444.33
Micro Systems Director	14D	-	67,500.53	69,089.59	70,716.06	72,380.82	74,045.59	75,748.62	77,490.84
Auto Mech/Main Mech.	15	1,590.89	65,187.66	66,778.55	68,369.44	69,960.33	71,551.23	73,142.12	74,733.01
Head Auto Mech	15A	1,590.89	-	-	-	-	75,486.81	77,077.70	78,668.59
Accountant	16	-	47,754.36	49,343.42	50,969.88	52,634.65	54,030.93	56,267.75	57,744.67
Title	Salary Grade		1st Step	2nd Step	3rd Step	4th Step	5th Step	6th Step	7th Step
FdServ., Cleaner, Courier	A	-	15.59	15.75	15.94	16.10	16.28	16.45	16.63
Custodial Worker	B	-	20.97	21.20	21.43	21.64	21.88	22.09	22.35
Bus Driver	C	-	24.63	24.90	25.18	25.45	25.74	25.99	26.28
Library Clerk, Typist	D	-	18.82	19.03	19.26	19.46	19.66	19.87	20.09
Teacher Aide	E	-	15.59	15.75	15.94	16.10	16.28	16.45	16.63
School Monitor	F	-	12.83	12.97	13.12	13.26	13.39	13.54	13.69
Recreation Leader	G	-	16.13	16.32	16.52	16.71	16.91	17.12	17.32

## APPENDIX B (2) 2019-2020

2019-2020		REVISED 6/19/18							Inc. 2%
Title	Salary Grade	Annual Increment	1st Step	2nd Step	3rd Step	4th Step	5th Step	6th Step	7th Step
Food Service Helper	2	747.75	15,750.16	16,497.91	17,245.66	17,993.41	18,741.16	19,488.91	20,236.65
	3	747.75	17,983.87	18,731.62	19,479.37	20,227.12	20,974.87	21,722.61	22,470.36
Cook Manager (annl), Sr FS (6 hours)	4	747.75	21,697.14	22,444.89	23,192.64	23,940.39	24,688.14	25,435.89	26,183.64
Cook Manager (annl), Sr FS (6.5 hours)	4A		23,505.24	24,315.30	25,125.36	25,935.42	26,745.64	27,555.54	28,365.98
	5	932.32	25,782.60	26,714.92	27,647.23	28,579.55	29,511.86	30,444.18	31,376.50
	6	932.32	30,230.88	31,163.20	32,095.52	33,027.83	33,960.15	34,892.46	35,824.78
	7	887.77	35,445.94	36,333.70	37,221.47	38,109.23	38,997.00	39,884.77	40,772.53
Typist Annualized	7A	887.77	37,422.66	38,310.42	39,198.19	40,085.95	40,973.72	41,861.48	42,749.25
Acct Cl Typ, Tech, Steno, GuidAide, Sr Typist	8A	1,415.98	40,991.93	42,407.91	43,823.89	45,239.87	46,655.85	48,071.83	49,487.81
	9A	1,415.98	43,034.68	44,450.66	45,866.64	47,282.62	48,698.60	50,114.58	51,530.56
	9B	1,415.98	44,325.70	45,741.68	47,157.66	48,573.64	49,989.62	51,405.60	52,821.58
Office Ass't Dispatcher	9C	1,415.98	43,509.53	44,925.51	46,341.49	47,757.47	49,173.45	50,589.43	52,005.41
Custodial Worker	10	1,622.71	44,810.18	46,432.89	48,055.60	49,678.31	51,301.02	52,923.73	54,546.44
Sr. Steno, Sr Acct Clk	10A	1,622.71	45,045.62	46,668.33	48,291.04	49,913.75	51,536.46	53,159.17	54,781.88
Tax Collector, Treasurer	10B	1,622.71	45,265.12	46,887.83	48,510.54	50,133.25	51,755.96	53,378.67	55,001.38
Purchasing Agent	10C	-	45,631.94	47,254.65	48,877.36	50,500.07	52,122.78	53,745.49	55,368.20
Registered Nurse	10D		45,508.05	47,130.76	48,753.47	50,376.18	51,998.89	53,621.60	55,244.31
Bus Driver FT, Cust, Grndkpr	11	1,622.71	46,432.92	48,055.63	49,678.34	51,301.05	52,923.76	54,546.47	56,169.18
Grndskeeper & or Main Mech	11A	1,622.71	48,050.88	49,673.59	51,296.30	52,919.01	54,541.72	56,164.43	57,787.14
Groundskeeper/Auto Mech	11B	1,622.71	56,462.17	58,084.88	59,707.59	61,330.30	62,953.01	64,575.72	66,198.43
School Bus Dispatcher	12		47,754.36	49,377.07	50,999.78	52,622.49	54,245.20	55,867.91	57,490.62
Bk Mach Oper/ PR Steno	12A	1,622.71	48,281.56	49,904.27	51,526.98	53,149.69	54,772.40	56,395.11	58,017.82
	12B	1,622.71	49,730.01	51,352.72	52,975.43	54,598.14	56,220.85	57,843.56	59,466.27
Hd Bus Driver, Main Mech	13	1,622.71	49,669.21	51,291.92	52,914.63	54,537.34	56,160.05	57,782.76	59,405.47
	14	1,622.71	51,288.44	52,911.15	54,533.86	56,156.57	57,779.28	59,401.99	61,024.70
Microcomputer Tech	14A	-	52,905.75	54,175.07	55,476.11	56,807.39	58,170.39	59,566.49	60,995.77
Network Sepc (10 mos)	14B	-	55,844.95	57,184.89	58,557.93	59,962.72	61,784.24	62,876.01	64,384.50
Micro Support Special	14C	-	58,784.15	60,194.69	61,639.79	63,119.50	64,633.76	66,185.48	67,773.22
Micro Systems Director	14D	-	68,850.54	70,471.38	72,130.38	73,828.44	75,526.50	77,263.59	79,040.66
Auto Mech/Main Mech.	15	1,622.71	66,491.41	68,114.12	69,736.83	71,359.54	72,982.25	74,604.96	76,227.67
Head Auto Mech	15A	1,622.71	-	-	-	-	76,996.55	78,619.26	80,241.97
Accountant	16	-	48,709.45	50,330.29	51,989.28	53,687.34	55,111.55	57,393.11	58,899.56
Title	Salary Grade		1st Step 0-2 Years	2nd Step 3-4 Years	3rd Step 5-6 Years	4th Step 7-8 Years	5th Step 9-10 Years	6th Step 11-12 Years	7th Step 13-14 Years
FdServ., Cleaner, Courier	A	-	15.90	16.07	16.26	16.42	16.61	16.78	16.96
Custodial Worker	B	-	21.39	21.62	21.86	22.07	22.32	22.53	22.79
Bus Driver	C	-	25.12	25.39	25.69	25.96	26.25	26.51	26.80
Library Clerk, Typist	D	-	19.20	19.42	19.64	19.85	20.06	20.27	20.50
Teacher Aide	E	-	15.90	16.07	16.26	16.42	16.60	16.78	16.96
School Monitor	F	-	13.09	13.23	13.38	13.53	13.66	13.81	13.96
Recreation Leader	G		16.45	16.65	16.85	17.05	17.25	17.46	17.67

### APPENDIX B (3) 2020-2021

2020-2021		REVISED 6/19/18						Inc. 2%	
Title	Salary Grade	Annual Increment	1st Step	2nd Step	3rd Step	4th Step	5th Step	6th Step	7th Step
Food Service Helper	2	762.70	16,065.16	16,827.87	17,590.57	18,353.27	19,115.98	19,878.68	20,641.39
	3	762.70	18,343.55	19,106.25	19,868.95	20,631.66	21,394.36	22,157.07	22,919.77
Cook Manager (annl), Sr FS (6 hours)	4	762.70	22,131.08	22,893.79	23,656.49	24,419.20	25,181.90	25,944.61	26,707.31
Cook Manager (annl), Sr FS (6.5 hours)	4A		23,975.34	24,801.60	25,627.87	26,454.13	27,280.55	28,106.66	28,933.29
	5	950.96	26,298.25	27,249.21	28,200.18	29,151.14	30,102.10	31,053.06	32,004.03
	6	950.96	30,835.50	31,786.46	32,737.43	33,688.39	34,639.35	35,590.31	36,541.28
	7	905.52	36,154.86	37,060.38	37,965.90	38,871.42	39,776.94	40,682.46	41,587.98
Typist Annualized	7A	905.52	38,171.11	39,076.63	39,982.15	40,887.67	41,793.19	42,698.71	43,604.23
Acct Cl Typ, Tech, Steno, GuidAide, Sr Typist	8A	1,444.30	41,811.77	43,256.07	44,700.37	46,144.67	47,588.97	49,033.27	50,477.57
	9A	1,444.30	43,895.37	45,339.67	46,783.97	48,228.27	49,672.57	51,116.87	52,561.17
	9B	1,444.30	45,212.21	46,656.51	48,100.81	49,545.11	50,989.41	52,433.71	53,878.01
Office Ass't Dispatcher	9C	1,444.30	44,379.72	45,824.02	47,268.32	48,712.62	50,156.92	51,601.22	53,045.52
Custodial Worker	10	1,655.16	45,706.39	47,361.55	49,016.71	50,671.88	52,327.04	53,982.21	55,637.37
Sr. Steno, Sr Acct Clk	10A	1,655.16	45,946.53	47,601.69	49,256.86	50,912.02	52,567.19	54,222.35	55,877.52
Tax Collector, Treasurer	10B	1,655.16	46,170.42	47,825.59	49,480.75	51,135.91	52,791.08	54,446.24	56,101.41
Purchasing Agent	10C	-	46,544.58	48,199.75	49,854.91	51,510.08	53,165.24	54,820.40	56,475.57
Registered Nurse	10D		46,418.22	48,073.38	49,728.54	51,383.70	53,038.86	54,694.04	56,349.20
Bus Driver FT, Cust, Grndkpr	11	1,655.16	47,361.57	49,016.74	50,671.90	52,327.07	53,982.23	55,637.39	57,292.56
Grndskeeper & or Main Mech	11A	1,655.16	49,011.90	50,667.07	52,322.23	53,977.39	55,632.56	57,287.72	58,942.89
Groundskeeper/Auto Mech	11B	1,655.16	57,591.41	59,246.58	60,901.74	62,556.90	64,212.07	65,867.23	67,522.40
School Bus Dispatcher	12		48,709.45	50,364.61	52,019.78	53,674.94	55,330.10	56,985.27	58,640.43
Bk Mach Oper/ PR Steno	12A	1,655.16	49,247.19	50,902.35	52,557.52	54,212.68	55,867.84	57,523.01	59,178.17
	12B	1,655.16	50,724.62	52,379.78	54,034.94	55,690.11	57,345.27	59,000.44	60,655.60
Hd Bus Driver, Main Mech	13	1,655.16	50,662.60	52,317.76	53,972.93	55,628.09	57,283.25	58,938.42	60,593.58
	14	1,655.16	52,314.21	53,969.38	55,624.54	57,279.70	58,934.87	60,590.03	62,245.20
Microcomputer Tech	14A	-	53,963.86	55,258.57	56,585.63	57,943.54	59,333.80	60,757.82	62,215.69
Network Sepc (10 mos)	14B	-	56,961.85	58,328.59	59,729.09	61,161.98	63,019.93	64,133.53	65,672.19
Micro Support Special	14C	-	59,959.83	61,398.58	62,872.59	64,381.89	65,926.44	67,509.19	69,128.68
Micro Systems Director	14D	-	70,227.55	71,880.81	73,572.98	75,305.01	77,037.03	78,808.87	80,621.47
Auto Mech/Main Mech.	15	1,655.16	67,821.24	69,476.40	71,131.57	72,786.73	74,441.90	76,097.06	77,752.22
Head Auto Mech	15A	1,655.16	-	-	-	-	78,536.48	80,191.64	81,846.81
Accountant	16	-	49,683.64	51,336.89	53,029.07	54,761.09	56,213.78	58,540.97	60,077.55
Title	Salary Grade		1st Step 0-2 Years	2nd Step 3-4 Years	3rd Step 5-6 Years	4th Step 7-8 Years	5th Step 9-10 Years	6th Step 11-12 Years	7th Step 13-14 Years
FdServ., Cleaner, Courier	A	-	16.22	16.39	16.58	16.75	16.94	17.12	17.30
Custodial Worker	B	-	21.81	22.05	22.30	22.51	22.77	22.99	23.25
Bus Driver	C	-	25.63	25.90	26.20	26.48	26.78	27.04	27.34
Library Clerk, Typist	D	-	19.59	19.80	20.03	20.25	20.46	20.68	20.91
Teacher Aide	E	-	16.22	16.39	16.58	16.75	16.93	17.12	17.30
School Monitor	F	-	13.35	13.50	13.65	13.80	13.93	14.08	14.24
Recreation Leader	G		16.78	16.98	17.18	17.39	17.60	17.81	18.02

## APPENDIX B (4) 2021-2022

2021-2022		REVISED 6/19/18							Inc. 2%
Title	Salary Grade	Annual Increment	1st Step	2nd Step	3rd Step	4th Step	5th Step	6th Step	7th Step
Food Service Helper	2	777.96	16,386.46	17,164.42	17,942.38	18,720.34	19,498.30	20,276.26	21,054.22
	3	777.96	18,710.42	19,488.37	20,266.33	21,044.29	21,822.25	22,600.21	23,378.17
Cook Manager (annl), Sr FS (6 hours)	4	777.96	22,573.71	23,351.66	24,129.62	24,907.58	25,685.54	26,463.50	27,241.46
Cook Manager (annl), Sr FS (6.5 hours)	4A		24,454.85	25,297.64	26,140.42	26,983.21	27,826.16	28,668.79	29,511.96
	5	969.98	26,824.22	27,794.20	28,764.18	29,734.16	30,704.14	31,674.12	32,644.11
	6	969.98	31,452.21	32,422.19	33,392.18	34,362.16	35,332.14	36,302.12	37,272.10
	7	923.63	36,877.96	37,801.59	38,725.22	39,648.85	40,572.48	41,496.11	42,419.74
Typist Annualized	7A	923.63	38,934.53	39,858.16	40,781.80	41,705.43	42,629.06	43,552.69	44,476.32
Acct Cl Typ, Tech, Steno, GuidAide, Sr Typist	8A	1,473.19	42,648.00	44,121.19	45,594.37	47,067.56	48,540.75	50,013.93	51,487.12
	9A	1,473.19	44,773.28	46,246.46	47,719.65	49,192.83	50,666.02	52,139.21	53,612.39
	9B	1,473.19	46,116.45	47,589.64	49,062.83	50,536.01	52,009.20	53,482.38	54,955.57
Office Ass't Dispatcher	9C	1,473.19	45,267.31	46,740.50	48,213.69	49,686.87	51,160.06	52,633.24	54,106.43
Custodial Worker	10	1,688.27	46,620.51	48,308.78	49,997.05	51,685.32	53,373.58	55,061.85	56,750.12
Sr. Steno, Sr Acct Clk	10A	1,688.27	46,865.46	48,553.73	50,242.00	51,930.26	53,618.53	55,306.80	56,995.07
Tax Collector, Treasurer	10B	1,688.27	47,093.83	48,782.10	50,470.36	52,158.63	53,846.90	55,535.17	57,223.43
Purchasing Agent	10C	-	47,475.47	49,163.74	50,852.01	52,540.28	54,228.54	55,916.81	57,605.08
Registered Nurse	10D		47,346.58	49,034.85	50,723.11	52,411.38	54,099.64	55,787.92	57,476.18
Bus Driver FT, Cust, Grndkpr	11	1,688.27	48,308.81	49,997.07	51,685.34	53,373.61	55,061.87	56,750.14	58,438.41
Grndskeeper & or Main Mech	11A	1,688.27	49,992.14	51,680.41	53,368.67	55,056.94	56,745.21	58,433.48	60,121.74
Groundskeeper/Auto Mech	11B	1,688.27	58,743.24	60,431.51	62,119.78	63,808.04	65,496.31	67,184.58	68,872.84
School Bus Dispatcher	12		49,683.64	51,371.90	53,060.17	54,748.44	56,436.71	58,124.97	59,813.24
Bk Mach Oper/ PR Steno	12A	1,688.27	50,232.13	51,920.40	53,608.67	55,296.93	56,985.20	58,673.47	60,361.74
	12B	1,688.27	51,739.11	53,427.37	55,115.64	56,803.91	58,492.18	60,180.44	61,868.71
Hd Bus Driver, Main Mech	13	1,688.27	51,675.85	53,364.12	55,052.38	56,740.65	58,428.92	60,117.19	61,805.45
	14	1,688.27	53,360.50	55,048.76	56,737.03	58,425.30	60,113.57	61,801.83	63,490.10
Microcomputer Tech	14A	-	55,043.14	56,363.74	57,717.35	59,102.41	60,520.47	61,972.98	63,460.00
Network Sepc (10 mos)	14B	-	58,101.09	59,495.16	60,923.68	62,385.21	64,280.33	65,416.20	66,985.63
Micro Support Special	14C	-	61,159.03	62,626.55	64,130.04	65,669.53	67,244.96	68,859.37	70,511.26
Micro Systems Director	14D	-	71,632.10	73,318.43	75,044.44	76,811.11	78,577.77	80,385.04	82,233.90
Auto Mech/Main Mech.	15	1,688.27	69,177.66	70,865.93	72,554.20	74,242.47	75,930.73	77,619.00	79,307.27
Head Auto Mech	15A	1,688.27	-	-	-	-	80,107.21	81,795.47	83,483.74
Accountant	16	-	50,677.31	52,363.63	54,089.65	55,856.31	57,338.06	59,711.79	61,279.10
Title	Salary Grade		1st Step 0-2 Years	2nd Step 3-4 Years	3rd Step 5-6 Years	4th Step 7-8 Years	5th Step 9-10 Years	6th Step 11-12 Years	7th Step 13-14 Years
FdServ., Cleaner, Courier	A	-	16.54	16.71	16.92	17.09	17.28	17.46	17.65
Custodial Worker	B	-	22.25	22.50	22.74	22.96	23.22	23.44	23.71
Bus Driver	C	-	26.14	26.42	26.73	27.01	27.31	27.58	27.89
Library Clerk, Typist	D	-	19.98	20.20	20.43	20.66	20.87	21.09	21.32
Teacher Aide	E	-	16.54	16.72	16.91	17.09	17.27	17.46	17.64
School Monitor	F	-	13.61	13.77	13.92	14.07	14.21	14.36	14.53
Recreation Leader	G		17.11	17.32	17.53	17.74	17.95	18.16	18.38

## **APPENDIX "C"**

### **GRIEVANCE PROCEDURE**

Any disputes arising concerning the interpretation or application of the terms of this agreement or the rights claimed to exist therein shall be processed in accordance with the following procedure:

#### **STEP 1**

An informal conference shall be held between the grievant and his/her immediate supervisor within three (3) working days of the assertion of the dispute with the objective of resolving the matter informally.

#### **STEP 2**

If the grievance is not resolved informally in Step 1, the grievant shall submit the grievance in writing to the Union employee representative together with all other relevant data within three (3) working days after the procedure of Step 1 has been exhausted. Within three (3) days of the receipt of such dispute the Union representative shall present the grievance in writing to the immediate supervisor. The immediate supervisor shall respond in writing to the grievance within fifteen (15) days.

#### **STEP 3**

In the event such grievance is not satisfactorily adjusted at Step 2, then the Union shall, within three (3) working days of receipt of the determination by the immediate supervisor, present in writing the grievance to the Superintendent of Schools. The Superintendent of Schools shall respond in writing to the grievance within fifteen (15) days.

#### **STEP 4**

In the event such grievance is not satisfactorily adjusted at Step 3, then the Union shall, within three (3) working days of receipt of the determination by the Superintendent of Schools, present, in writing, the grievance to the Board of Education or a subcommittee thereof. The Board of Education shall respond in writing to the grievance within fifteen (15) days.

#### **STEP 5**

In the event that such grievance is not then disposed of, it may be referred by either party to arbitration before an impartial arbitrator to be mutually agreed upon by the parties. In the event the parties are unable to agree upon an impartial arbitrator within ten (10) days after the referral of such matter to arbitration, then appointment shall be made by the Public Employment Relations Board in accordance with its rules and regulations. The decision of the arbitrator shall be final and binding on both parties, and the cost of the arbitration shall be borne equally by the parties.

**TIME LIMIT**

Unless a grievance is initiated within 30 calendar days after the occurrence of the act which is the basis of a dispute, it shall be deemed waived and shall not be entertained. If a decision of one step is not appealed to the next step of the procedure within the time specified, the grievance shall be deemed to be discontinued and further appeal under this Agreement shall be barred. If a decision is not made at one Step within 30 days of submission, it shall automatically go to the next step.

## **APPENDIX "D"**

### **DISPUTE PROCEDURE**

In order to establish a more harmonious relationship between School District employees, administrators and members of the Board of Education which will enhance the educational program of the Pawling Central School District, it is hereby declared to be the purpose of these procedures to provide a means for orderly settlement of differences, promptly and fairly, as they arise and to ensure equitable and proper treatment of all employees pursuant to established rules, regulations and policies of the District.

#### **DEFINITION**

The term "dispute" is defined to mean "any claimed violation, misinterpretation or inequitable application of the existing laws, rules, procedure, regulations, administrative orders or work rules which relate to or involve employee health or safety, physical facilities, material or equipment furnished to employees or supervision of employees other than grievances which are applicable under Grievance Procedure' per Section I, Appendix C of the Article." It does not apply to the following:

- a. Questions involving the employees' rate of compensation.
- b. Questions about retirement benefits.
- c. Questions relating to disciplinary proceedings.
- d. Any matter which is otherwise reviewable pursuant to law or any rule or regulation having the force and effect of law.

#### **PROCEDURE**

##### **STAGE 1**

The employee shall orally and informally discuss the dispute with his/her immediate supervisor designated in Policy II(B)(I)(a) Organizational Chart.

##### **STAGE 2**

If the dispute is not resolved by the immediate supervisor on the basis of Stage 1 within a period of seven (7) days, the employee may request in a written statement a review of the determination of his/her immediate supervisor by the Superintendent of Schools. An informal hearing will be held within five (5) days after receipt of the aggrieved employee's statement. At this hearing, a written statement of the Stage 1 proceedings shall be presented by the immediate supervisor involved. The aggrieved employee and his/her representative may appear at the hearing and present oral and/or written statements. The final determination shall be made by the Superintendent of Schools in writing within a period of three (3) days. In the event that the immediate supervisor involved in Stage 1 is the Superintendent of Schools, Stage 2 shall be superseded by Stage 3.

### **STAGE 3**

The final determination of the Superintendent of Schools may be appealed to the Board of Education, through the Clerk of the Board, by the aggrieved employee in a written statement within fourteen (14) days of the final determination by the Superintendent of Schools. Within seven (7) days of the receipt of an appeal, the Superintendent of Schools shall file with the Clerk of the Board a written statement of his/her participation in the dispute from Stage 2. A hearing shall be held by the Board of Education in executive session on the evening of the next regular Board meeting at which the aggrieved employee and his/her representative may be present. The findings of the Board of Education shall be submitted in writing to all parties involved within five (5) days of the completion of the hearing.

### **TIME LIMIT**

Unless a dispute is initiated within 30 calendar days after the occurrence of the act which is the basis of a dispute, it shall be deemed waived and shall not be entertained. If a decision of one stage is not appealed to the next stage of the procedure within the time specified, the dispute shall be deemed to be discontinued and further appeal under this agreement shall be barred. If a decision is not made within the time specified, it shall automatically go to the next stage.



