

~AGREEMENT~

BY AND BETWEEN THE
BOARD OF EDUCATION
OF THE
HASTINGS-ON-HUDSON
UNION FREE
SCHOOL DISTRICT

AND THE
CIVIL SERVICE
EMPLOYEES ASSOCIATION, INC.
Local 1000, AFSME, AFL-CIO

CSEA
HASTINGS ASSOCIATION OF OFFICE AND AUXILIARY
PERSONNEL UNIT
WESTCHESTER COUNTY LOCAL 860

JULY 1, 2018 - JUNE 30, 2021

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ARTICLE 1 THE AGREEMENT

1.1 Definitions

Definitions as used herein, the following terms shall have these meanings:

"Employer" means the Hastings-on-Hudson Board of Education.

"Union" means the Civil Service Employees Association, Local 1000 AFSCME AFL-CIO for the Hastings Association of Office and Auxiliary Personnel.

1.2 Appropriate Unit

The Appropriate Employer-Employee negotiating unit to which this Agreement applies consists of all employees of the Board of Education listed on the attached salary schedule, except those employees designated as confidential by PERB.

ARTICLE 2 RECOGNITION

2.

The Board recognizes C.S.E.A. as the exclusive representative for collective negotiations with respect to salaries, hours and other terms and conditions of employment.

ARTICLE 3 EMPLOYEE ORGANIZATIONAL RIGHTS

3.1 Payroll Deductions

C.S.E.A. shall have exclusive payroll deductions of membership dues.

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

C.S.E.A. hereby holds the School District harmless for any funds deducted and transmitted pursuant to this provision and to indemnify the School District from any liability resulting from such deductions. The C.S.E.A. hereby represents that it has instituted a lawful rebate procedure which complies with all statutory and constitutional mandates. If for any reason said rebate procedure is

deemed unlawful by a Court of competent jurisdiction, the School District shall no longer have an obligation to deduct agency shop until such time as C.S.E.A.'s rebate procedure is deemed lawful by an appropriate authority.

3.2 Remittance

Dues will be deducted each payroll period and will be transmitted to the Union at its designated address.

3.3 Representative Rights

Employees shall have the right to be represented by the Union, to negotiate collectively with the Employer in the determination of their wages, hours, and terms and conditions of employment and the administration of grievance.

3.4 Bulletin Board

The Board will provide a reasonable amount of exclusive bulletin board space in each building for the purpose of posting bulletins, notices and material issued by the C.S.E.A.

3.5 Meeting Space

Where there is appropriate available meeting space in buildings owned by the Board it shall be offered to C.S.E.A. for specific meetings, provided that request for the use of such space is made in advance in accordance with Board policy.

3.6 Access to Employees

C.S.E.A. representatives shall have access to individual employees and facilities subject to the approval of the Building Supervisor to explain C.S.E.A. membership, services and programs, and to administer the terms of this Agreement. Such access shall not interfere in any way with an employee's work obligations.

3.7 Board Meetings

The C.S.E.A. Unit President shall be furnished with the date, time, place and agenda of all Board Meetings. This will be available in the Board of Education Office or sent through inter-office mail.

3.8 Organizational Leave

C.S.E.A. delegates shall be granted organizational leave with pay to attend C.S.E.A. conventions, seminars and conferences. Personal Leave days may be used for this purpose.

3.9 Coffee Breaks

All full time employees shall be entitled to a fifteen (15) minute coffee break at a time which is subject to the approval of the Building Supervisor.

**ARTICLE 4
WORK YEAR - WORK DAY**

4.1 Work Year

All ten (10) month employees covered under this Agreement will work in conformance with the school teacher calendar except they will work until June 30; all 11 and 12 month employees covered under this Agreement will work in conformance with the school calendar.

For calculation of daily or bi-weekly payroll purposes, the work year shall be defined as follows:

10 months shall equal 200 days
11 months shall equal 220 days
12 months shall equal 240 days

The Districts current practices with respect to payment of salary for work during the recess periods shall be continued.

The work year will not begin prior to teachers for ten (10) month employees and end no later than June 30th.

Summer work shall first be offered to members of the bargaining unit.

4.2 Working Day

The full working day for 11 and 12 month office staff shall be seven (7) hours from September 1 through June 30. The summer working day for office staff will be six (6) hours from July 1 through August 31.

It is agreed that all full time employees working 5 hours or more are entitled to a regularly scheduled lunch period.

4.3 School Delays

In the event there is a delay in the opening of school for students, as a result of the weather or other unforeseen event, all employees of the bargaining unit shall make every good faith effort to report at their regular commencement time for work, unless otherwise notified by the Superintendent or his/her designee.

ARTICLE 5 OVERTIME

5.1 Overtime

Any employee who is assigned to work in excess of forty hours shall be paid at the rate of time and one-half of all hours worked or may, at the discretion of the employee, accrue compensatory time off at the same rate. Such accrued compensatory time may not exceed 240 hours. Employees who are assigned to work beyond their normal work week but do not exceed forty hours will be compensated at straight time for all such hours. Employees will have the option of refusing to work overtime.

5.2 Field Trips and Overnight Trips

Field Trips:

When a nurse is required to go on a field trip, s/he will receive regular compensation for the first seven (7) hours of work. Any time over the 7 hours, s/he will receive overtime payment (time and one-half).

Overnight Trips:

When a nurse is required to go on an overnight trip lasting two days/one night or more, s/he will receive 7 hours of regular pay for each day, teachers chaperone stipend for each day, and a compensatory day (7 hours) for each trip.

ARTICLE 6 OUT OF TITLE PAY

6.

When an employee is directed to perform substantial duties of a higher classification for a period of ten consecutive work days, said employee shall, commencing with the eleventh (11) consecutive work day, be paid at least the lowest rate currently paid in such classification, or at least one increment step in the higher classification above the employee's current rate, whichever is higher.

ARTICLE 7 COMPENSATION

7.1 Compensation

Effective July 1, 2018, each step of the salary schedule in effect shall reflect a 2.00% percent increase. Employees on step 10 shall receive an additional 1% increase. Any employee due an increment shall advance accordingly.

Effective July 1, 2019, each step of the salary schedule in effect shall reflect a 2.50% percent increase. Any employee due an increment shall advance accordingly.

Effective July 1, 2020, each step of the salary schedule in effect shall reflect a 2.50% percent increase. Any employee due an increment shall advance accordingly.

7.2 Placement on Salary Schedule

Based upon experience, new employees may be hired up to step four (4) on the salary schedule. A new employee may be hired on step five (5) or above if his/her qualifications, training and experience, in the reasonable opinion of the district, justify such placement on the salary schedule.

Promotions: Whenever a person is promoted from one classification to a higher classification, that person shall be moved to a corresponding salary on the salary guide for the higher classification. On promotion, the minimum amount of salary increase shall be \$200 or the nearest step thereafter.

7.3 Salary Payment Schedule

Ten-month employees are paid 1/22nd of their annual salary every other week from September through June. A ten-month employee will have the option to elect a 26 pay schedule.

7.4 Longevity Payments

Effective July 1, 2018, a longevity increment shall be granted as follows:

After nine years of service	\$1,417
After fourteen years of service	\$1,532
After nineteen years of service	\$1,647
After twenty-four years of service	\$1,874

Effective July 1, 2019, a longevity increment shall be granted as follows:

After nine years of service	\$1,517
After fourteen years of service	\$1,632
After nineteen years of service	\$1,747
After twenty-four years of service	\$1,974

Effective July 1, 2020, a longevity increment shall be granted as follows:

After nine years of service	\$1,617
After fourteen years of service	\$1,732
After nineteen years of service	\$1,847
After twenty-four years of service	\$2,074

7.5 Broken Eyeglasses

It is agreed that the Board will reimburse employees up to \$100 per pair of glasses broken by students.

7.6 Evaluation

Members of the bargaining unit will be evaluated at least annually and will be given an annual performance appraisal.

**ARTICLE 8
HEALTH INSURANCE**

8.1 Health Insurance

Members of the bargaining unit shall receive individual or family hospitalization. The Board of Education shall pay the premium, minus the employee's annual premium contribution, for such insurance and any employee who opts for a different health insurance plan, i.e., HMO, shall absorb any additional costs.

Notwithstanding anything to the contrary set forth in this Article, effective July 1, 1997, members of the bargaining unit opting for health insurance coverage under the terms of this Agreement shall be obligated to pay a portion of the premium through payroll deduction. Employee's annual premium contribution shall be as set forth below:

Health Insurance Annual Premium Contribution

Members hired prior to July 1, 2009:

July 1, 2018 – 6% of premium
July 1, 2019 – 7% of premium
July 1, 2020 – 7% of premium

Members hired after July 1, 2009:

July 1, 2018 – 10% of premium
July 1, 2019 – 11% of premium
July 1, 2020 – 11% of premium

The above employee contribution to health insurance will be based on the actual premium up to a maximum increase in annual premium of 11%.

For members hired after July 1, 2015 into a full time position the health insurance contribution will be 15%. For any member hired after July 1, 2015, to be eligible for health insurance will work at least 30 hours per week.

Any employee hired between July 1, 2003 – June 30, 2014, who works 25 hours or more but less than 30 hours per week, will contribute 8% of the health

insurance premium.

The District reserves the right to change health insurance carriers so long as the benefits being offered by the new insurance carrier or self-insured benefits are comparable to the overall benefits schedule being provided by the District for eligible employees, dependents, and retirees at the time of conversion. However, it is understood and agreed that moderate changes in co-pays and deductibles shall not be considered a change in the overall benefit structure.

The Board of Education reserves the right to change health insurance carriers. However, the Board of Education agrees to give the Hastings Association of Office and Auxiliary Personnel Unit one hundred twenty (120) calendar days notice prior to a conversion. At the time of such notice, the Board of Education shall also provide details of the plan to which it proposes to change. Within sixty (60) calendar days of such notice, the CSEA shall provide the Board with a statement as to its position on whether the new plan is equal to or better than the overall benefit schedule of the current plan. If the CSEA objects to any portion of the plan it must indicate where the new plan is out of compliance. The parties will work together to resolve areas of alleged non-compliance within thirty (30) calendar days of CSEA submission. Within ninety (90) calendar days of the Board's original notice, the CSEA may immediately demand expedited arbitration by submitting such a demand to American Arbitration Association.

If the CSEA does not demand arbitration within the ninety (90) day period, the Board may convert to the proposed plan. An arbitration date will be set by the arbitrator within thirty (30) days of submission of such demand and an award shall be rendered by the arbitrator within ten (10) days of the final date of hearing with a decision to follow thereafter. If the arbitrator determines that the proposed plan is not equal to or better than the overall benefit schedule in effect at the time of the proposed conversion, the Board shall be ordered by the arbitrator to remain in the existing plan. If the challenged portion of the proposed plan is equal to or better than the plan in effect at the time of the proposed conversion, the Board may convert to the new plan.

Members of the bargaining unit who are covered under another health insurance plan through either a spouse or relative may opt to waive coverage under the District's insurance policy for a full year by completing the appropriate form furnished by the District. In order to be eligible for this option, a member of the bargaining unit must certify that he or she has health insurance through another source other than the District. The District will pay these employees an amount equal to 50% of the net savings on premiums that would be expended on their behalf, taking into account any retirement or social security that must be paid, should such be necessary. The District will pay any employee hired after July 1, 2003 who is covered under another health insurance plan an amount equal to 50% of the individual health premiums that would be expended on their behalf taking into account any retirement or social security that must be paid, should such be necessary.

An employee may reduce coverage (i.e., family to individual) and receive 50% of the net savings. Employees electing to waive or reduce coverage must do so by May 1st with the provisions of this paragraph taking effect on July 1st. Payment to the employee shall be made in two halves, with the first payment being made during the

first payroll period in February and the second payment made during the first payroll period in June. Reinstatement of full coverage may be made by notifying the District in writing no later than July 1st of the succeeding year. Reinstatement will take place on January 1. In the event of an emergency causing the loss of insurance through another source, the previously stated notification deadlines may be waived to the extent there is no conflict with the requirements of the District's insurance carrier. If reinstatement occurs during such an emergency, as permitted by the District's carrier, the employee will repay, pro rata, any amount already forwarded to him or her.

8.2 Retirees

For members hired prior to July 1, 2009, the Board will pay eighty-five (85%) percent of the cost of the premiums for retirees who have completed ten (10) years of service with the District and their dependents.

For members hired after July 1, 2009 the Board will pay the health insurance for employees who retire into the NYSRS based on the following:

Years in District	15 Years	20 Years	25 Years
Family/Two Person	70%	75%	80%
Single	75%	80%	85%

For employees hired after July 1, 2015 into a full time position, the Board will pay for health insurance for employees who retire into NYSRS based on the following:

Years in District	10 Years	15 Years	20 Years	25 Years
Family/Two Person	40%	50%	75%	80%
Single	50%	60%	80%	85%

8.3 Life Insurance

All unit member employees shall be provided with life insurance in the amount of \$40,000.00.

8.4 Section 125 Plan

The employees of the unit shall be entitled to participate in an IRS Section 125 Plan to cover health insurance premium contributions, uncovered medical expenses and dependent care expenses.

**ARTICLE 9
EMPLOYEE BENEFIT FUND**

9.1 Benefit Fund

The Board of Education shall contribute toward the Hastings Association of Office and Auxiliary Personnel Benefit Fund to purchase benefits such as dental

plan, optical plan, etc.

The contributions will be in the following dollar amounts, per employee:

July 1, 2018 – June 30, 2019	\$1,100
July 1, 2019 – June 30, 2020	\$1,150
July 1, 2020 – June 30, 2021	\$1,200

9.2 Vision Plan

All unit members shall be provided with the CSEA Family Employee Benefit Fund Platinum Vision Plan.

**ARTICLE 10
RETIREMENT**

10. Retirement

Eligible members of the bargaining unit shall belong to New York State Employees Retirement System. Tier I and II members shall be covered under Retirement and Social Security Law Section 75i. Tier III and Tier IV members shall receive the benefits of the CO-ESC plan. It is further agreed that the Board of Education shall provide coverage under Retirement and Social Security Law Section 41j and 60b of the New York State Employees Retirement System. Members of the bargaining unit shall be provided pamphlets from the State of New York, to the extent that they are available, which outline the various benefits of membership in the Retirement System.

**ARTICLE 11
HOLIDAYS**

11. Holidays

Holidays shall be according to school calendar. July 4th shall be a holiday for all eleven (11) and twelve (12) month employees. If July 4th falls on a weekend, then an alternate day off shall be provided.

**ARTICLE 12
VACATION WITH PAY (11 & 12 MONTH EMPLOYEES)**

12.1 Vacation Schedule

The amount of vacation which may be utilized by an employee shall be determined as of July 1 following an employee's anniversary date. Vacation days will be prorated for employees who have not served one full year, effective July 1, following the employee's date of hire. The determination regarding vacation is to be made by the Superintendent or designee on advice of the

building principal where applicable.

12.2 Twelve Month Employees

Vacation schedule shall be two weeks vacation after one (1) year of service; three weeks vacation after seven (7) years of service. The third week of vacation may be taken at a time other than during the summer months, providing the interests of the District are not penalized thereby.

Vacation schedule for those hired after July 1, 2015 shall be one week of vacation after one (1) year of service; two weeks' vacation after two (2) years of service.

12.3 Eleven Month Employees

Vacation schedule shall be one week vacation after one (1) year of service and an additional day each year to the maximum of seven (7) vacation days.

ARTICLE 13 SICK LEAVE

13.1 Sick Leave

Sick leave shall be cumulative to 180 days for all full time employees. Full time is defined as any person under contract working 5 or more hours per day. Full time employees shall be entitled to 1 1/4 sick days leave per month. June 30 annually shall be the date of determining eligibility.

For those hired into a full time position after July 1, 2015, employees shall be entitled to one (1) sick day leave per month. The sick leave shall be cumulative to 180 days for full time employees. Full time is defined as any person under contract working 6 or more hours per day.

After five (5) or more consecutive work days of illness, a certificate from a medical doctor may be required before a member of the bargaining unit can qualify for further sick leave under this Article. Upon the employee's return the employee shall present a certificate on which the doctor certifies that the employee is physically able to assume all regular duties of his/her position and the reason for the absence. If not able to return after five (5) days, the employee shall send in to his/her supervisor a certificate giving some indication when the employee may be able to resume regular duties and the nature of the disability causing the absence. If the employee is not able to return within two weeks of the initial absence, subsequent certificates will be required after each two weeks of absence and a verification of ability to return from a licensed physician must be provided by the employee upon return to work indicating that the employee is physically able to assume all regular duties of the position. Failure to provide any required certificate will disqualify the employee from eligibility for further sick leave. The District reserves the right to have the

employee examined by a District physician upon his/her return at District expense.

Full time employees working the Summer School Program may use two paid sick days during the course of the six week summer program. Any additional days off will be without pay.

13.2 Sick Leave Bank

A Sick Leave Bank (SLB) shall provide income protection to members of the bargaining unit (hereinafter "member") with one (1) year of service or more in the District in the event of long-term catastrophic illness or injury.

Contributions

The District will contribute one (1) sick day per employee annually for the SLB which may be used by an employee upon certified illness and upon exhaustion of all credits. All sick days contributed to the SLB shall be carried over from year to year.

Withdrawals

- a. Application for withdrawals may be made by a member only after his/her accumulated leave has been exhausted. Further, there shall be a twenty (20) school day waiting period before benefits may be available which shall be compensated retroactively upon approval. This period will be reduced by one day for each two full years of service in the District.
- b. Should a member be unable to do so, a member's family member or an agent may prepare and file a Withdrawal Request on behalf of the member.
- c. Each Withdrawal Request must be accompanied by a statement signed by a physician confirming the nature of the illness or injury and the anticipated duration of the resulting incapacity to attend to the member's duties.
- d. Should the SLB committee so request, either before or after approval of withdrawal requests, the member shall be required to undergo a medical review by a physician of the District's choice at District expense. Failure to comply with such request shall result in disapproval or cancellation of the withdrawal Request.
- e. The SLB Committee may not grant a withdrawal of more than forty (40) days for any one (1) illness or injury.
- f. The SLB Committee shall have the right to disapprove Sick Leave Withdrawal Request for any appropriate reasons.
- g. The SLB Committee made up of two appointees chosen by the Union and two appointees chosen by the Superintendent shall

administrate the SLB.

Benefit Coverage

- a. The District shall continue to pay the health insurance premiums during the period of approved absence.
- b. There shall be no leave accrual during the period of approved absence.

13.3 Sickness in Family

Three (3) school days may be allowed in each year for emergency illness in the immediate family: Mother, Father, Legal Guardian, Brother, Sister, Husband, Wife, Child, Legal Ward, Mother-in-Law, Father-in-Law, Stepmother, Stepfather.

13.4 Sick Incentive

The sick leave incentive program covering personal and family illness provides a payment to members who meet one of the following three attendance requirements:

- No days taken during a fiscal year (July 1-June 30), \$600
- One day taken during a fiscal year (July 1-June 30), \$500
- Two days taken during a fiscal year(July 1-June 30),\$300

13.5 Half or Full Day Increments

Sick, Family Illness, Personal Days and Vacation may only be taken in half or full day increments.

**ARTICLE 14
PERSONAL LEAVE**

14.

Five days of personal leave may be granted, not to be cumulative. These days may be used for official religious observances, house closings, legal court appearances, off-spring's graduation from high school and higher institutions of learning, taking a child to and from college (two days per year) and such other cogent reasons as determined by the Superintendent of Schools. Personal leave requests shall not be honored on days preceding or following holidays or vacations unless an emergency exists as determined by the Superintendent or his/her designee. Two of these days may be personal without reason. Employees may take personal leave without reason following the last day of school up to June 30th of each year. Permission must be obtained in advance and will not be withheld without just cause. Personal days

must be obtained in advance unless there are unusual extenuating circumstances. Personal leave day is defined as days or day for business which cannot be conducted outside the normal work day.

All personal without reason days which are not used will be accumulated as sick leave at the end of each fiscal year.

ARTICLE 15 BEREAVEMENT LEAVE

15.

- a. Up to five days per year per occurrence non-cumulative shall be granted each employee as "bereavement leave" in the event of death in the immediate family. Immediate family shall be defined as: Mother, Father, Legal Guardian, Brother, Sister, Husband, Wife, Child, Legal Ward, Mother-in-Law, Father-in-Law, Stepfather and Stepmother.

- b. Three days non-cumulative "bereavement leave" per year may be allowed for each death of a member of the family in the following relationship: Grandparent, Aunt, Uncle, Brother-in-Law, Sister-in-Law, Niece, Nephew, First Cousin.

ARTICLE 16 SEVERANCE LEAVE PAY

16.

Because of reorganization, consolidation or for any other reason other than disciplinary, an employee released from the District shall be granted severance pay in the amount of one (1) week's salary for each year of employment in the District up to a maximum of five (5) weeks.

ARTICLE 17 CIVIL SERVICE PROTECTION

17.1 Civil Service Protection

Civil Service protection shall be granted to those employees working in non-competitive classifications where no protection is available after thirty-six months of actual employment excluding summer months.

17.2 Layoff or Displacement

Where, because of economy, consolidation or abolition of functions, curtailment of activities or otherwise, all non-competitive class employees of the District will be afforded the same Seniority Rights as competitive class employees provided said employees in the opinion of the employer meet the qualifications for the

available position.

ARTICLE 18 VACANCIES

18.1 Vacancies

Notice of all vacancies shall be posted for a period of ten (10) working days during the summer recess and five (5) working days during all other times to allow all interested candidates to apply prior to notifying outside agencies and eligible employees may apply for same. During the period from the last day of school to September 1 of each year, all employees shall be notified by mail to their address of record as to any vacancies that have occurred.

18.2 Employee Preference and Seniority

In the absence of an eligible list for a "competitive" position to be filled by promotion or by hiring, and in all instances where the position to be filled is in the "labor" or in the "non-competitive" class, the appointing authority shall first consider the qualifications and performance of applicants who are currently employed by the District before considering applicants from outside the District service. Seniority will be a consideration in any non-competitive promotions, and will be a consideration within the law for competitive titles.

ARTICLE 19 WORKERS' COMPENSATION

19.

Employees who are deemed to be disabled as the result of a work-related incident by the Workers' Compensation Board incur no loss of sick leave, and shall maintain his/her regular rate of pay pursuant to the following formula: One month for each year of service with a minimum of six months. Thereafter, sick leave will be credited on a pro-rata basis.

ARTICLE 20 LEAVE OF ABSENCE

20.1 Requests

Any employee who is temporarily, physically or mentally unable to perform his duties or who desires to engage in a course of study intended to increase his usefulness to the service, or who, for any reason considered good by the District desires to secure a leave of absence from his regular duties may be granted a leave of absence with Board approval, without pay for a period not to exceed one (1) year. Such leave of absence without pay shall be reported to the District in the form prescribed by him.

Where a leave of absence without pay has been granted for a period which aggregates one (1) year, a further leave of absence without pay shall not be

granted unless the employee returns to his position and serves continuously therein for a period of three (3) months immediately preceding the subsequent leave of absence without pay. Notice of such subsequent leave of absence without pay shall be approved by the District.

An employee's failure to return at the end of a leave of absence shall be deemed a resignation in accordance with Westchester County Personnel's rules and regulations. The Board of Education shall have sole discretion as to the approval of leaves applied for pursuant to this Article.

20.2 Extended Leave

In an exceptional case, the Board of Education may for a good cause shown, waive the provisions of this rule to permit an extension of the leave of absence without pay for an additional period not to exceed in the aggregate two (2) years from the date of commencement thereof.

ARTICLE 21 CHILD CARE LEAVE

21.

An employee who is disabled during pregnancy is eligible to use the sick leave protection set forth in 13.1 as well as other leave time including personal leave, holiday leave and vacation for the period of disability. Upon written application, a child care leave shall be granted to employees hereunder for the birth or adoption of the child. Application must be made in two months of the birth or adoption of the child. Such a child care leave shall be without pay or benefits and shall not exceed one school year. Such leave may be extended at the discretion of the Board, for an additional year.

ARTICLE 22 PERSONNEL FILE

22.

Employees' personnel file shall be made available to them for inspection at reasonable times and intervals. Employees will have a right to append an answer to any material placed in their file and such answer will be inserted into the personnel file.

ARTICLE 23 DEFINITION OF PART TIME

23.1 Definition

Prior to July 1, 2015, part-time is defined as any employee working on a regular basis less than 5 hours per day or less than 25 hours per week. All employees working 5 hours per day or more shall receive full benefits.

Effective for new staff hired July 1, 2015, part time is defined as any employee working less than thirty (30) hours per week.

23.2 Part Time Employees

Part-time employees will receive no fringe benefits other than mandated by law, and shall be paid the established hourly rate of pay for their classification.

ARTICLE 24 JURY DUTY: MILEAGE REIMBURSEMENT

24.1 Jury Duty

An employee called for Jury Duty should notify the appropriate school personnel in the same manner as a normal absence. Jury Duty is considered an excused absence when Jury Duty falls during an employee's normal working hours. Jury Duty is not a sick leave or personal day deduction. Employees excused for Jury Duty must submit a record of their time of Jury Duty and must appear at their assigned location if excused for all or part of a day from Jury Duty. Employees shall reimburse the District any payment while on Jury Duty excluding meals and/or transportation.

24.2 Mileage Reimbursement

When an employee is directed to use his own vehicle to conduct school business, he/she shall be reimbursed at the rate established by the Internal Revenue Service.

ARTICLE 25 GRIEVANCE PROCEDURE

25.1 Preamble

In order to maintain a harmonious relationship among CSEA employees and the Board, which will enhance the educational program of the school system, it is hereby declared to be the purpose of these procedures to provide a means for orderly settlement of differences, promptly and fairly as they arise and to assure equitable and proper treatment of parties pursuant to this Agreement.

25.2 Definitions

1. A "grievance" shall mean any alleged violation of a specific provision of this Agreement or any dispute with respect to its meaning or application.
2. An "aggrieved person" is the person or persons alleging the violation.
3. The term "employee" may include an individual or a group of CSEA employees who is alleging the violation or who is similarly affected by the grievance.
4. The "parties at interest" are the persons alleging the violation and any persons who might be required to take action or against whom action might be taken in order to resolve the alleged violation or who might be required to be present at any grievance hearing.
5. The term "days" shall mean days on which "employees" are required to be

- in school.
6. The "Grievance Committee" shall consist of duly designated members of the Association.

25.3 Procedures

General

- A. The resolution of a grievance at the earliest possible stage is encouraged. Nothing herein contained will be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the administration following the normal chain of command, and having the grievance adjusted without the intervention of the Association, provided the adjustment is not inconsistent with the terms of this Agreement, and that the Association has been given the opportunity to be present at such adjustment to state its views.
- B. It is important that grievances shall be processed as rapidly as possible. The number of days indicated at each level should be considered as maximum number and shall not be increased unless the time limit is extended by mutual agreement of both parties and the Grievance Committee of the Association to a maximum of five (5) more days at any level.

Level I

- A. An employee having a grievance must file it in writing with the Supervisor, either directly or through a representative, and must also notify the Grievance Committee of the Association that he has filed a grievance. These actions must take place within fifteen (15) working days after the cause or knowledge of the grievance first occurred. The objective at this level is to resolve the matter within five (5) days after the date of conference about the act or condition which was the basis of the grievance. The Supervisor will confer with all the parties in interest.
- B. If the aggrieved person submits the grievance through a representative, the aggrieved person must be present during the discussion of the grievance.
- C. Within five (5) days of the presentation of the grievance, the Supervisor shall render a written decision. One copy of the decision shall be given to the aggrieved person, to the President of the Association or his/her designee, to the Superintendent or his/her designee and to the Supervisor.

Level II

- A. If the aggrieved person is not satisfied with the disposition of his grievance

at Level I, or if no decision has been rendered within five (5) days after the conference, and, after having conferred with the Grievance Committee, he may within another ten (10) days file an appeal for a hearing with the Superintendent of Schools for a review of the grievance. The request shall be written and shall set forth specifically the act or condition and the grounds on which the grievance is based. A copy shall be given to both the Association and the Supervisor who rendered the decision at Level I.

- B. The Superintendent or his/her designee shall meet and confer with the aggrieved person, the Association representative, and all other parties in interest within ten (10) days after a receipt of such appeal and the Superintendent or his/hers designee shall render a written decision within ten (10) days after such meeting and conference. Two days notice of the meeting and conference shall be given to the aggrieved person and all other parties in interest. The meetings and conferences shall not take place during normal working hours. His decision and the basis for this decision shall be written, and a copy given to the President of the Association, the aggrieved person, the Board, the Supervisor, and all other parties in interest.

Level III

- A. If the aggrieved person is not satisfied with the disposition of his grievance at Level II, or if no decision has been rendered within ten (10) days after the meeting with the Superintendent or his/her designee, he may file the grievance in writing with the Board or its designee, within five (5) days after a decision by the Superintendent or fifteen (15) days after he first met with the Superintendent, whichever is sooner.
- B. Within ten (10) days after receiving the written grievance the Board or its duly constituted committee will meet with the aggrieved person and all other parties in interest for the purpose of resolving the grievance. The decision of the Board and the basis for its decision shall be written and delivered to the aggrieved person within ten (10) days of his first meeting with the Board. A copy of the decision shall be sent to the President of the Association or his designee, the Superintendent and the Supervisor.

Level IV

- A. If the aggrieved person is not satisfied with the decision in his case at Level III, or if no decision has been rendered within ten (10) days of his first meeting with the Board, he may within five (5) days of the decision or fifteen (15) days of his first meeting with the Board, request in writing that the Grievance Committee of the Association submit his grievance to arbitration. Provided, however, that it relates to a grievance as defined in this Article. If the Committee believes that the grievance has merit, and that submitting it for arbitration is in the best interest of the District, it may, by written notice to the Superintendent, submit the grievance to arbitration within five (5) days of receiving the request from the aggrieved person; or, within five (5) days of the decision by the Board at Level III, and without a

request by the aggrieved person, the Grievance Committee may at its option by written notice to Board, submit the grievance to arbitration if it feels it is in the best interest of the District. Said notice shall include a brief statement setting forth precisely the issue to be decided by the arbitrator and the specific provision of the Agreement or rule involved as well as the specific complaint.

- B. Within ten (10) days after written notice of submission to arbitration, the Board, or its duly constituted committee and the Association's Grievance Committee will set in motion the procedures of the American Arbitration Association to select an arbitrator.
- C. The Arbitrator shall confer with representatives of the Board and the Grievance Committee and hold hearings promptly and shall issue his report not later than ten (10) days from the date of the closing of the hearing or, if an oral hearing has been waived, then from the date that the final statements and proofs are submitted to him. The arbitrator's report shall be in writing and submitted to the Board and the Association and shall set forth his findings of fact, conclusions, and recommendations on the issues involved.
- D. The power of the arbitrator stems from this Agreement and his function is to pass upon alleged violations of this Agreement and any disputes with respect to its meaning of application. He shall have no power to add to, subtract from, or modify any of the terms of this Agreement, nor shall he have any power to make any decisions that require the commission of any act prohibited by law or that is violative of any of this Agreement.
- E. The decision of the arbitrator shall be submitted to the Board and the Association, and, subject to law, shall be final and binding on all parties to the proceeding during the duration of this Agreement. The Board shall send a copy of the decision to each employee involved.
- F. In any proceeding seeking to require or stay arbitration, or to say, enforce, modify, or set aside a decision or award of the arbitrator, none of the terms or provisions of this Agreement shall deprive a court of competent jurisdiction of its power to determine questions or arbitrability, or the jurisdiction of an arbitrator or the validity of the decision or award of the arbitrator.
- G. The Board and the Association agree that, whenever feasible, they will apply the decisions of the arbitrator to all substantially similar situations. The Association agrees that it will not bring or will not represent any employee in a grievance which is substantially similar to a grievance previously submitted to arbitration.
- H. Should any costs arise for the services of an arbitrator, they shall be borne equally by the Board and the Association.

**ARTICLE 26
IMPLEMENTATION CLAUSE**

26.

It is agreed by and between the parties that any provisions of this Agreement requiring legislative action to permit its implementation by amendment of law or by providing the additional funds thereof shall not become effective until the appropriate legislative body has given approval.

**ARTICLE 27
TERM OF AGREEMENT**

27.

This Agreement shall remain in effect from July 1, 2018 through June 30, 2021.

**ARTICLE 28
LABOR MANAGEMENT COMMITTEE**

28.

A Labor Management Committee shall be formed consisting of the Superintendent of Schools and/or his/her designees, and no more than two (2) selected members of the CSEA bargaining unit.

Said committee shall meet at mutually agreed upon times. No decision of this committee, if or when implemented, shall act as a precedent in any future situation and shall not, in any circumstances, bind the District, the Board of Education or the CSEA to take a particular action in any future situation.

**ARTICLE 29
SERVICE PAY**

29.

After 20 years of service to the Hastings School District, an employee who gives the District at least 3 months of advance notice to retire into the New York State Retirement System shall receive a lump sum payment equal to \$250 per year for each full year of service.

**ARTICLE 30
CONTINUING EDUCATION**

30.

The Board will fund up to a maximum of \$6,000 for 2018-2019, \$7,000 for 2019-2020 and \$8,000 for 2020-2021, per year for use of the entire unit for continuing education classes taken at Westchester Community College, or other approved school, which are relative to their job functions. The funds will

be reimbursed to the employee after successful completion of course work. Each employee is limited to two classes per year. These classes are to be taken outside of the workday.

ARTICLE 31 TEACHER ASSISTANTS

31.

Teacher Assistants will be paid a one time non-recurring bonus upon successful completion of the Teacher Assistant certification, in the amount of \$300.

HASTINGS-ON-HUDSON UNION FREE SCHOOL DISTRICT

By: 

President, Board of Education

By: 

Superintendent of Schools

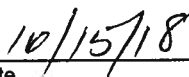
CIVIL SERVICE EMPLOYEES ASSOCIATION,
LOCAL 1000 AFSCME, AFL-CIO FOR THE HASTINGS ASSOCIATION OF
OFFICE AND AUXILIARY PERSONNEL

By: 

Unit President

By: 

CSEA Collective Bargaining Specialist



Date

**2018-2019
HASTINGS-ON-HUDSON UFSD
CSEA Clerical & Auxiliary Unit**

	IA Teacher Aide Hired after 7/1/12		I Clerk, Typist, Lib. Asst		IB Teacher Assistant		II Office Assistant		III Accl. Clk. Office Asst. (Aut. Sys.), Office Asst. (Aut. Sys.), Sr. Office Assistant, Jr. Accl. Audio Visual Tech		IV Sr. Pur. Clk. Sr. Accl. Clk., Sr. Office Asst. (Aut. Sys.), Data Base Assistant.			V Accountant Secy. to Prin., Secy. to Admin., Personnel Assistant		VI RN	
	10 Mos	11 Mos	10 Mos	11 Mos	10 Mos	11 Mos	10 Mos	11 Mos	10 Mos	11 Mos	12 Mos	10 Mos	11 Mos	12 Mos	10 Mos	11 Mos	12 Mos
1	24,576	26,926	29,275	32,285	35,222	38,371	33,305	36,242	34,604	38,064	41,290	42,913	47,703	43,555	47,911	51,824	50,707
2	26,454	28,987	31,523	34,662	38,030	32,711	35,882	39,050	37,307	41,037	44,634	45,780	51,148	49,487	51,113	55,121	54,253
3	28,332	31,054	33,776	37,444	40,847	35,060	38,484	41,867	40,431	44,474	48,350	49,636	54,570	49,365	54,301	58,595	57,788
4	29,543	32,387	35,232	39,110	42,665	36,576	40,130	43,685	41,952	46,148	49,862	51,416	56,089	50,249	55,713	60,136	59,306
5	30,480	33,418	36,357	40,400	44,073	37,747	41,420	45,093	43,130	47,443	51,244	51,052	57,470	50,650	57,001	61,540	60,482
6	31,591	34,640	37,690	41,826	45,738	39,136	42,946	46,758	44,536	48,890	52,803	52,469	59,175	52,332	58,582	63,268	62,013
7	32,197	35,307	38,418	42,761	46,849	39,874	43,761	47,669	45,426	49,970	53,960	53,454	60,352	53,514	59,681	64,466	63,252
8	33,378	36,606	39,836	44,385	48,421	41,369	45,405	49,441	47,050	51,756	55,901	55,235	62,439	56,063	61,687	66,824	65,285
9	34,048	37,339	40,632	45,272	49,388	42,177	46,282	50,408	47,961	52,791	57,018	56,340	63,687	57,184	62,901	67,955	66,591
10	35,076	38,467	41,859	46,639	50,880	43,430	47,669	51,910	49,440	54,385	58,740	58,041	65,810	61,843	64,801	70,007	68,802

Longevity

9 yrs.	1417
14 yrs.	1532
19 yrs.	1647
24 yrs.	1674

Stipend

Computer Lab	1200
Science Lab	1200
Data Team (2)	2500
Head Nurse (2)	2500
Guidance/Data	5500

**2019-2020
HASTINGS-ON-HUDSON UFSD
CSEA Clerical & Auxiliary Unit**

	IA Teacher Aide Hired after 7/1/12			I Clerk, Typist, Lib. Asst			IB Teacher Assistant			II Office Assistant			III Acct. Clk. Office Asst. (Adm. Sys.) Sr. Office Assistant Jr. Acct., Audio Visual Tech.			IV Sr. Pur. Clk. Sr. Acct. Clk., Sr. Office Asst. (Adm. Sys.), Data Base Assistant.			V Accountant Secy. to Prin., Secy. to Admin., Personnel Assistant			VI RN 10 Mos
	10 Mos	11 Mos	12 Mos	10 Mos	11 Mos	12 Mos	10 Mos	11 Mos	12 Mos	10 Mos	11 Mos	12 Mos	10 Mos	11 Mos	12 Mos	10 Mos	11 Mos	12 Mos				
1	25,192	27,599	30,007	30,085	33,062	36,103	31,130	34,138	37,148	35,469	39,016	42,322	40,747	44,896	48,886	43,886	48,384	52,133	44,644	49,109	52,915	51,975
2	27,115	29,712	32,311	32,433	35,734	39,981	33,529	38,240	42,026	38,240	42,063	45,955	43,888	48,056	52,427	46,925	51,815	55,663	47,629	52,391	56,499	55,609
3	29,040	31,830	34,620	34,891	38,380	41,868	35,937	39,426	42,914	41,442	45,586	49,559	46,814	51,277	55,934	49,852	54,834	59,173	50,589	55,659	60,060	59,233
4	30,282	33,197	36,113	36,445	40,068	43,732	37,480	41,133	44,777	43,001	47,302	51,109	47,911	52,701	57,491	51,146	56,281	60,730	51,916	57,106	61,639	60,769
5	31,242	34,253	37,266	37,645	41,410	45,175	38,691	42,456	46,220	44,208	48,629	52,525	49,093	54,002	58,907	52,328	57,592	62,148	53,113	58,428	63,079	61,994
6	32,381	35,506	38,632	39,069	42,974	46,861	40,114	44,020	47,927	45,649	50,215	54,226	50,543	55,598	60,654	53,781	59,158	63,890	54,587	60,047	64,848	63,563
7	33,002	36,190	39,378	39,846	43,830	47,815	40,891	44,876	48,861	46,562	51,218	55,309	51,553	56,711	61,861	54,780	60,269	65,102	55,812	61,173	66,076	64,833
8	34,212	37,523	40,832	41,358	45,495	49,632	42,403	46,540	50,677	48,226	53,050	57,299	53,333	58,667	64,000	56,816	62,276	67,279	57,465	63,208	68,260	66,917
9	34,899	38,272	41,648	42,186	46,404	50,623	43,231	47,449	51,668	49,191	54,111	58,443	54,401	59,841	65,279	57,749	63,520	68,826	58,814	64,474	69,854	68,256
10	35,953	39,428	42,905	43,460	47,805	52,152	44,516	48,661	53,208	50,676	55,745	60,209	56,044	61,648	67,250	59,462	65,439	70,698	60,384	66,421	71,757	70,317

Longevity
 9 yrs. 1517
 14 yrs. 1632
 19 yrs. 1747
 24 yrs. 1874

Stipend
 Computer Lab 1400
 Science Lab 1400
 Data Team (2) 2700
 Head Nurse (2) 2700
 Guidance/Data 6000

**2020-2021
HASTINGS-ON-HUDSON UFSD
CSEA Clerical & Auxiliary Unit**

	IA Teacher Aide Hired after 7/1/12			I Teacher Aide, Clerk, Typist, Lib. Asst			IB Teacher Assistant			II Office Assistant			III Acct. Clk., Office Asst. (Aut. Sys.), Office Asst.-Fin. Sup., Sr. Office Assistant, Jr. Acct. Audio Visual Tech			IV Sr. Pur. Clk. Sr. Acct. Clk., Sr. Office Asst. (Aut. Sys.), Sr. Data Base Assistant			V Accountant Secy. to Prin., Secy. to Admin., Personnel Assistant			VI RN 10 Mos
	10 Mos	11 Mos	12 Mos	10 Mos	11 Mos	12 Mos	10 Mos	11 Mos	12 Mos	10 Mos	11 Mos	12 Mos	10 Mos	11 Mos	12 Mos	10 Mos	11 Mos	12 Mos				
1	25,822	28,289	30,757	30,837	33,919	37,008	31,908	34,981	38,077	43,380	41,788	45,943	50,118	45,088	49,594	53,438	45,760	50,337	54,238	53,274		
2	27,793	30,455	33,119	33,295	36,627	39,956	34,367	37,898	41,027	47,104	44,780	49,257	53,798	48,098	52,905	57,055	48,820	53,701	57,911	56,998		
3	29,766	32,628	35,488	35,763	39,340	42,815	36,835	40,412	43,887	50,788	47,779	52,559	57,332	51,098	56,205	60,652	51,884	57,050	61,582	60,714		
4	31,039	34,027	37,016	37,358	41,090	44,835	38,427	42,161	45,886	52,367	49,109	54,019	58,928	52,425	57,668	62,248	53,214	58,534	63,180	62,309		
5	32,023	35,109	38,198	38,588	42,485	46,304	39,858	43,517	47,378	53,858	50,320	55,352	60,380	53,638	59,001	63,702	54,441	59,887	64,658	63,544		
6	33,151	36,398	39,588	39,988	44,048	48,053	41,117	45,121	49,125	56,790	51,470	56,988	62,170	55,128	60,837	65,487	55,952	61,548	66,469	65,152		
7	33,827	37,093	40,382	40,842	44,928	49,010	41,913	45,988	50,083	57,842	52,842	58,129	63,408	56,160	61,776	66,730	57,002	62,702	67,730	66,454		
8	35,067	38,481	41,853	42,392	46,652	50,873	43,463	47,704	51,944	59,731	54,666	60,134	65,600	58,031	63,833	69,061	58,902	64,789	69,987	68,590		
9	35,771	39,229	42,689	43,241	47,564	51,889	44,312	48,635	52,960	60,421	55,484	59,904	65,911	59,193	63,108	70,342	60,079	66,088	71,395	69,982		
10	36,852	40,415	43,978	44,547	49,000	53,456	45,629	50,083	54,538	61,714	57,445	63,189	69,931	60,979	67,075	72,465	61,894	68,082	73,551	72,075		

Longevity

9 yrs.	1617
14 yrs.	1732
19 yrs.	1847
24 yrs.	2074

Stipend

Computer Lab	1800
Science Lab	1600
Data Team (2)	2900
Head Nurse (2)	2900
Guidance/Data	6500

**SALARY SCHEDULE
TEACHER AIDE INSTRUCTIONAL
(10 months)**

	2018-2019	2019-2020	2020-2021
1	34,604	35,469	36,356
2	37,307	38,240	39,196
3	40,431	41,442	42,478
4	41,952	43,001	44,076
5	43,130	44,208	45,313
6	44,536	45,649	46,790
7	45,426	46,562	47,726
8	47,050	48,226	49,432
9	47,991	49,191	50,421
10	48,951	50,175	51,429
11	49,930	51,178	52,457