



YONKERS PUBLIC SCHOOLS

#840016

(Non-teaching unit)

AGREEMENT

6/11/02

between the
Board of Education
of the City of Yonkers, New York
and the

**Civil Service Employees Association, Inc.,
Yonkers Non-Teaching Unit, 9169**

Local 1000, American Federation of State,
County and Municipal Employees (AFSCME),
AFL-CIO, Westchester Local 860

July 1, 2001 - June 30, 2003

50 pages

1,000
workers

AGREEMENT effective the 1st day of July, 2001 by and between the Civil Service Employees Association, Inc., Local 1000, American Federation of State, County and Municipal Employees (AFSCME), AFL-CIO, Westchester Local 860, Yonkers Non-Teaching Unit, herein referred to as the "CSEA," and the Board of Education of the City of Yonkers, New York, herein referred to as the "Board" and shall be in effect though June 30, 2003.

ARTICLE I

RECOGNITION

1.1 The Unit

The Board recognizes the CSEA for the term of this agreement as the sole, exclusive representative of all non-teaching personnel on permanent appointment, provisional or temporary appointment except for substitutes; and excluding administrative and supervisory employees whose function includes but is not limited to effectively recommend discipline, dismissal or promotion. Those specifically excluded are: Purchasing Agent, Supervisor of School Facilities and Operations III, Chief Accountant (Auditor), Senior Programmer, Cafeteria Business Manager, Assistant Supervisors of School Lunch Program, Executive Secretary to the Superintendent of Schools, Secretaries Exempt (Secretary to the Superintendent of Schools, Secretary to the Deputy Superintendent of Schools, Secretary to the Assistant Superintendent for Business, Secretary to the Assistant Superintendent for Instruction, Secretaries to the Assistant Superintendent for Personnel and Staff Development), Assistant Supervisor of Custodians, Assistant Supervisor of Maintenance, Supervisor of School Lunch Program, Accountant, Sr. Act. Operations Analyst, Account Analyst, Senior Architectural Engineer and Draftsman, Supervisor of Word Processing, Supervisor of Data Processing, Supervisor of Design and Construction, Programmer, Employee Benefits Manager, Assistant to the Director of Personnel, Director of Information Services and Human Resource Manager .

1.2 New Titles

In the event that title(s) are created or duties are added or amended to any existing title by the Board during the term of this agreement, that CSEA shall be informed, in writing, ten working days prior to the creation of such new title(s), or the added duties to any existing title(s).

In the event the CSEA wishes to represent a new title and the Board does not agree, then the parties shall submit such dispute to the New York Public Employment Relations Board.

Additionally, the Board and the CSEA shall negotiate the placement of such new title on the salary schedule. Such negotiation shall be for a period not to exceed thirty days in length and final determination as to placement on the salary schedule shall be made by the Superintendent.

ARTICLE II

PAYROLL DEDUCTIONS

2.1 Dues

The Board shall deduct from each payroll check of the employees and remit to the CSEA, regular membership dues. The CSEA shall advise the Board in advance and in writing, concerning the amount to be deducted, the place to which the check for the deductions is to be forwarded, and the payee to be named on the check.

2.2 Insurance

The Board shall deduct from each payroll check of the employees and remit to the CSEA or its authorized insurance carrier, payments for life, sickness and accident automobile and homeowners insurance premiums. The deduction for automobile and homeowners insurance premiums shall be made upon information to be supplied by each employee, in writing, and signed by the employee. The Board shall accept no liability for receipt of funds deducted and transmitted.

2.3 Authorization

Deductions of any kind, for any purpose shall be made from a paycheck only after delivery to the Board of a written authorization for such deductions, signed by the employee, said authorization to be in a form and containing language which is consistent with the law prevailing at the time with respect to such deductions and authorization.

If there is no paycheck for a pay period or if the amount of the check is not sufficient for the total amount of the deduction, the deduction shall be deferred and made from the next paycheck of sufficient amount for the purpose of such deduction. The CSEA shall advise the Board in writing as to the name of the insurance company which shall furnish to the Board, the items and total amount to be deducted for each employee, the payee to be named on the check for all of the deductions, when such deductions shall be made and the address to which the check for the deductions shall be forwarded. The Board shall accept no responsibility or liability for any insurance coverage and its obligation with respect to insurance and dues deductions shall be limited to the making of the deduction at such times and in such amounts as requested in writing by the CSEA in forwarding the information to the payroll department. It is the understanding of the parties that the payment for automobile and homeowners insurance shall be in the form of a check to one payee, as shall be authorized by the CSEA to the Board in writing. Other insurance remittances referred to herein shall be processed as in the past.

2.4 Voluntary Deduction for Political Action

The Board agrees, that upon receipt of a signed authorization from an employee for payroll deduction of political action contributions, deductions in the amount authorized shall be made from the employee's salary and forwarded to the CSEA political action committee.

ARTICLE III

ASSOCIATION RIGHTS AND PRIVILEGES

3.1 Visitation

The President of the Unit and the Labor Relations Specialist for his/her designated agent may visit the facilities of the employer for the purpose of discussing grievances, to observe and to administer rights of the Agreement upon prior notice to the principal but not to interrupt work without approval of the principal or immediate supervisor.

3.2 Use of Mail Service

CSEA, as the exclusive negotiating representative of all non-teaching personnel, as defined as the bargaining unit in Article I, shall be the only non-teacher organization with the privilege to use the school mail services, as controlled by the central administration mailing room. All mail so handled will be divided and bundled into separate packages with the name and building of the addressee clearly indicated.

All such mail shall be clearly identifiable as coming from CSEA and shall be signed and dated by an officer of CSEA.

The exclusive privilege to use the mail service shall be suspended when and in the event, that the New York State Public Employment Relations Board issues an order and direction of representation election which relates to the non-teaching personnel in the unit described in Article I of this Agreement.

The CSEA shall use its best judgment to avoid dissemination through the use of school facilities or the school mail service of material which is offensive or prejudicial to the operation of school facilities or the functions of the educative process. The Board shall have the right to interrupt dissemination of material which it deems to be offensive or prejudicial to such operations or process.

3.3 Board Rules

The Board shall have the right to establish rules and regulations which are not inconsistent with any specific conditions of the Agreement. CSEA shall have the right to question reasonableness of any changes in Board rules and regulations affecting employees of the unit before adoption. The Board will provide advance notice of proposed changes affecting employees of the unit.

3.4 Calendar

A CSEA Unit representative will meet with the Board of Education Calendar Committee in the development of the proposed school calendar for each school year to make its recommendations for the proposed calendar. In addition, a committee composed of two (2) CSEA Officers will meet with the Superintendent to express their recommendations for the school calendar for the scheduled year. In the event the Superintendent rejects the recommendations of the committee, the Superintendent shall meet with the committee to discuss the reason for such changes and state such reasons in writing prior to submission of the calendar to the Board.

3.5 Bulletin Boards

There shall be a designated bulletin board space in every school plus all central office locations for the exclusive use of CSEA. The CSEA Unit has the sole right to post notices and communications on said bulletin board. All posted documents shall clearly indicate the author of the document.

Such bulletin board space shall be easily accessible to CSEA areas.

3.6 Delegate Attendance at Convention

The Board will permit elected delegates of the Association the privileges to attend CSEA/AFSCME conferences, conventions, seminars and workshops. This privilege shall be limited to a sum total of thirty-five (35) days per year with full pay for the entire bargaining unit. Request to attend conference should be made two weeks in advance and will be subject to the approval of the Superintendent.

3.7 Time Off for CSEA President

Time shall be granted to the President of CSEA to administer the duties of the office. The President shall be granted 20 hours per week of unassigned time and any additional time as needed to address union business.

In the event that the Unit President shall be absent for more than 15 consecutive work days because of illness or disability, the 20 hours of unassigned time available to the Unit President shall be reassigned to another individual Union officer designated by the Union to be the Acting President.

The Union shall cause a letter on Union stationery to be sent to the Director of Personnel at the Board of Education advising the Board of the absence of the President and the designation and identity of the Acting President. The letter shall further advise the Board of the expected duration of the Acting Presidency, to the extent that such information is available.

The Board of Education shall have a period of up to five work days from the receipt of the letter to arrange work schedules to accommodate time off for the Acting President.

During the pendency of the Acting Presidency, the Acting President shall succeed to all of the rights, benefits and responsibilities of the Union President and the Board shall regard the Acting President as having the full authority of the office.

Upon the return of the Union President to full time duties, the Union will advise the Board in writing of such fact. The Board shall have up to five work days from receipt of such notice to rearrange work schedules. Under no circumstances shall the Board be required to permit more than one individual to claim the time off provided.

3.8 Agreement and Personnel Information for Employees

The employer shall furnish to each new employee and to all present employees a copy of this agreement and shall furnish salary schedules to the Unit President. Employees shall acknowledge in writing, that they received a copy of this agreement.

The Board will provide a copy of the Agreement and information on rights and benefits for all employees. The Board will deliver to new employees the CSEA membership packet to be furnished to the Board by CSEA.

3.9 Information on Employees

In or about September of each year, the Board shall supply to the CSEA a list of all bargaining unit employees showing the employees' full name, home address, job title, work location and date of employment.

The Board will also make an effort to provide the CSEA with a report listing those employees who have union dues deducted from their paychecks and a list of those employees who have deductions made for CSEA sponsored insurance plans.

3.10 Building Representatives

CSEA will be entitled to a designated building representative in all schools and major central office facilities. When grievances and/or complaints arise, said representatives shall be allowed time to process such grievances and/or complaints as necessary, not to exceed forty-five minutes per week.

This time will not be considered as overtime for any employee, nor will it impact time accrued for benefits for hourly employees.

3.11 Shared Decision Making

CSEA agrees to participate in the Shared Decision Making process in their schools during their normal workday without additional pay. Any other time participation beyond their workday will be compensated at the applicable rate of pay. This will not impact time accrued for benefits for hourly employees.

ARTICLE IV - WAGES, SALARIES AND PREMIUM PAY

4.1 Annual Full Time Schedule

The salary schedules for all annual and school year full time employees in the union shall be annexed hereto under the Appendix.

Those employees entitled to a step increment receive such step increment on July 1st of each year.

Step changes will occur on each July 1st for all employees who commenced work prior to the preceding April 1st.

A committee composed of Labor and Management will convene for the purpose of studying the internal wage structure within the City. The committee shall also be empowered to study career programs, tuition assistance and training. The Committee will make its recommendations to the Superintendent of Schools for review and recommendations.

4.2 Hourly Employees Rates of Pay

The wages of hourly employees shall be as set forth under the Appendix. All hourly employees wages shall be computed for the actual hours worked during the payroll period.

Hourly cafeteria employees shall not lose any work time as a result of the clause negotiated in the Board of Education/Yonkers Federation of Teachers Contract providing for up to four (4) additional half-days in the elementary schools at the end of the school year.

A committee composed of Labor and Management will convene for the purpose of studying the internal wage structure within the City. The committee shall also be empowered to study career programs, tuition assistance and training. The committee will make its recommendations to the Superintendent of Schools for review and recommendations.

4.2A. Bus Monitors

Bus Monitors shall be paid per run as designated in the salary schedule.
(see attached)

Credited bus run time will be added to any other hours of pay of CSEA employees to grant health benefits to said employees.

4.3 Multiple Handicap Special Education Aides

In addition to their hourly rate of pay, school aides assigned to multiple Handicap Special Education for the entire year shall receive a Stipend of \$500.

To be eligible the employee must serve in such assignment for the entire school year, except that such school aides reassigned by the District for reasons other than performance deficiencies shall be entitled to a prorated portion of the Stipend for the time actually served in such assignment. Payment of this Stipend shall be made in the last payroll in June.

4.4 Pay Period

The Board will pay on a bi-weekly basis. However, when a pay day falls on a holiday, payment shall be made on the last working day preceding.

Ten-month clerical employees shall have the option of receiving retained salary on last working day in June, or in four equal payroll dates during July and August.

Vacation checks will be issued to employees prior to going on vacation. Employees must submit a written request eight (8) weeks in advance of the vacation date.

4.5 Approval of Overtime

All overtime work must be approved by the Deputy Superintendent of Operations or the Supervisor of School Facilities and Operations, in order to receive overtime pay. No compensatory time off will be given.

4.6 Overtime and Call In Pay

- A. Time and a half the straight time rate of pay shall be paid for work performed prior to the beginning or after the end of the work day as scheduled.
- B. Time and a half the straight time rate of pay shall be paid for work performed on the 6th day of the scheduled work week.
- C. Time and a half the straight time rate of pay shall be paid for work performed on the 7th day of the scheduled work week.

- D. Time and a half the straight time rate of pay shall be paid for work performed on a holiday, in addition to the holiday pay.
- E. Snow removal work performed on Christmas and New Year's Day shall be paid at the rate of double the straight time rate of pay, in addition to holiday pay.

Upon the approval of the immediate Supervisor or Operations Administrator, when custodial staff is required to open schools on snow days, they will report one hour earlier than the normal scheduled opening of schools to remove snow from walkways at time and one-half the straight time rate of pay.

- F. The Board will guarantee four (4) hours pay or work to all those called to perform emergency duty.
- G. Overtime for custodial personnel shall be scheduled on an equitable basis, rotated to assure opportunity for all employees in a given class, within a given building, all other things being equal. If overtime is refused the individual involved will be placed at the bottom of the list for overtime work and will lose his/her turn.
- H. Overtime will normally be paid monthly in the check payable nearest to the 15th day of the month for custodians and maintenance men and in the check payable nearest to the 22nd of the month for custodial workers, in the month following the period the work was performed.
- I. The City has made a commitment to the Board of Education that the City government will provide funds to employ Board of Education custodial personnel for such overtime as is required on registration, election and primary days, at the rate of time and one-half the straight time rate of pay for the actual hours worked for one man per building only.

4.7 Temporary Assignments

The Board will continue the present policy dealing with temporary assignment of employees to perform duties of a higher classification.

- A. All Civil Service employees who are temporarily assigned the duties of a higher grade will be paid at the rate of pay of such higher grade only for the time such duties are performed including overtime if assigned the duties of the higher title during such overtime hours of work. Custodial workers shall not be eligible to out-of-title pay as custodians when a custodian is not regularly assigned to the building.
- B. When an employee is temporarily assigned to perform the duties of a lower classification, he/she shall continue to receive his/her regular rate of pay.

4.8 Premium Pay

- A. 7% premium will be paid to custodial workers and maintenance employees who are regularly scheduled to work after 5:00 p.m. for that portion of the time subsequent to 5:00 p.m.
- B. The 3:00 p.m. to 11:30 p.m. shift will receive 7% premium pay for the entire shift.
- C. Any hours worked in a shift which ends at midnight will receive 7% premium pay.
- D. 7 ½% premium pay will be paid for hours worked between midnight and 7:00 a.m.
- E. All premium pay provided for shall be based upon straight time rate of pay. There shall be no pyramiding, payment of overtime upon overtime or premium pay upon premium pay.

4.9 Promotion to a Higher Grade

The Board will raise the salary of those promoted to a higher grade to the same step in the higher grade.

4.10 Longevity

The annual salary of employees (annual and school year) who qualify for longevity, will be increased by the amount of the longevity factor, effective on the first day of the calendar quarter following the anniversary date for such qualification.

Longevity increments will be granted after 10, 15 and 20 years of consecutive service in the amounts set forth in the salary schedules. The date of hiring by the district shall be the date used in calculating consecutive service for longevity purposes. Effective July 1, 2001, there shall be added 25 and 30-year Longevity to the salary schedule for all titles. The amount shall be as set forth in the salary schedules annexed hereto.

Longevity shall also apply in the same manner to all hourly employees, as set forth in the salary schedules.

4.11 Awards Program

The Board shall continue an awards program which shall provide cash awards for ideas or suggestions made by unit employees which result in actual cash savings to the School District. To qualify for an award, an employee must submit his or her idea in writing to the Director of Personnel. The suggestions will be reviewed by a committee comprised of a designee of the Superintendent of Schools and the CSEA Unit President or designee.

The committee shall make a recommendation to the Superintendent as to whether the idea or suggestion should be implemented within ninety (90) days of submission. It is understood and agreed that the Superintendent retains sole discretion whether to implement any idea or suggestion and that the Superintendent's decision shall be final and non-grievable.

In the event that an idea or suggestion is chosen to be implemented, the employee making the suggestion shall be notified in writing and shall be eligible for a one time only cash award of up to \$500 to be paid from the savings actually realized by the School District. A final and binding decision as to the amount of the award for each idea shall be made by the Superintendent, upon recommendation of the Committee.

ARTICLE V

HOURS OF WORK

5.1 Building Custodians, Custodial Workers, Maintenance Employees and Motor Equipment Operators

A. Hours

Custodians, Custodial Workers, Maintenance Employees and Motor Equipment Operators may be assigned a normal daily work shift consisting of any eight consecutive hours of work except for a one hour unpaid break for lunch, forty hours work per week, to be performed on any five consecutive days Monday through Saturday.

B. Summer Work Schedule

The normal daily work shift during the summer months shall consist of eight consecutive hours of work except for the ½ hour unpaid break for lunch, forty hours work per week to be performed Monday through Friday. The Board shall have the right to schedule custodial and custodial worker services on around-the-clock twenty-four hour basis. However, for the Administration Building and Saunders, the work week shall be any five days Monday through Saturday. Summer hours for Maintenance Employees and Motor Equipment Operators shall start no earlier than 7:00 a.m. and end no later than 7:30 p.m.

C. Assignments at Other Than Normal Hours

Assignments which entail schedules other than as provided above will be manned by volunteers, new employees, and, if there is not a sufficient number, by assigning employees in inverse order of seniority.

D. Unusual Situations

All employees in unusual situations as determined by the Superintendent of Schools, may be scheduled at other than the normal work schedule at their regular rate of pay.

E. Effective Dates

Summer hours shall become effective July 1st and shall terminate on the last scheduled day of work preceding Labor Day.

5.2 Clerical Employees

A. Administrative Offices

The normal daily work schedule shall consist of any seven consecutive hours of work, except for a one hour unpaid break for lunch, thirty-five hours per week, to be performed Monday through Friday. The Board shall have the right to schedule employees up to 6:00 p.m. Employees hired on or before June 6, 1973 shall not be required to work before 8:00 a.m. nor beyond 5:00 p.m., it being the intention of the parties that a schedule ending after 5:00 p.m. or beginning before 8:00 a.m. shall be filled by volunteers from among the present employees or with employees hired subsequent to June 6, 1973. This does not apply to the employee or employees assigned to calling substitutes. Their hours may be scheduled from 6:00 a.m.

B. School Buildings

The normal daily work schedule shall consist of seven consecutive hours of work plus a ½ hour unpaid break for lunch, 35 hours per week, to be performed Monday through Friday. The Board shall have the right to schedule employees up to 6:00 p.m. Employees hired on or before June 6, 1973 shall not be required to work before 8:00 a.m. nor beyond 3:30 p.m., it being the intention of the parties that schedules beginning before 8:00 a.m. or ending after 3:30 p.m. shall be filled by volunteers from present employees or with employees hired subsequent to June 6, 1973. In cases where clerical employees are scheduled to work in the school office after 3:00 p.m. the Board will assign a custodial employee to duties within a reasonable vicinity of the school office.

All employees, in unusual situations as determined by the Superintendent of Schools, may be scheduled at other than the normal work schedule at their regular rate of pay.

C. Summer Work Schedule for Administrative Office Employees

The normal daily work schedule shall consist of seven consecutive hours work per day except for a one hour unpaid break for lunch, thirty-five hours work per week Monday through Friday. The Board shall have the right to schedule work until 6:00 p.m. Schedules before 8:00 a.m. and beyond 4:30 p.m. shall be filled by volunteers from among the present staff or with workers hired subsequent to June 6, 1973.

D. Unusual Situations

All employees, in unusual situations, as determined by the Superintendent of Schools, may be scheduled to other than the normal work schedule at their regular rate of pay.

5.3 Construction Inspectors

The daily and weekly work schedule shall continue as presently practiced. Such employees in unusual situations, as determined by the Superintendent of Schools, may be scheduled at other than the normal work schedule at their regular rate of pay.

5.4 Cafeteria Managers (School Lunch Managers)

The normal daily work schedule shall consist of any seven consecutive hours of work and a ½ hour unpaid break for lunch, 35 hours work per week, to be performed Monday through Friday. No schedule shall begin before 6:30 a.m. or end after 4:30 p.m. Manager group meetings shall be held as needed at the discretion of the Supervisor of the School Lunch Program.

All employees in unusual situations, as determined by the Superintendent of Schools, may be scheduled at other than the normal work schedule at their regular rate of pay.

5.5 Cook Manager

The normal daily work schedule shall consist of any seven consecutive hours of work and a ½ hour unpaid break for lunch, 35 hours work per week, to be performed Monday through Friday. No schedule shall begin before 6:30 a.m. or end after 4:30 p.m. Manager group meetings shall be held as needed at the discretion of the Supervisor of School Lunch Program.

All employees in unusual situations, as determined by the Superintendent of Schools, may be scheduled at other than the normal work schedule at their regular rate of pay.

5.6 Cafeteria Holiday During Temporary Assignment

When a cafeteria employee's hours have been increased for a period of at least five consecutive work days to fill a temporary vacancy such as illness, and a holiday falls in that period, such employee will receive pay for the holiday for the same number of hours scheduled to be worked daily during the said period.

5.7 Registered Professional Nurses/Licensed Practical Nurses

The normal daily work schedule shall consist of any seven consecutive hours of work and a ½ hour unpaid break for lunch, 35 hours per week, to be performed Monday through Friday. No schedule shall begin before 8:00 a.m. or end after 3:30 p.m.

All employees, in unusual situations, as determined by the Superintendent of Schools, may be scheduled at other than the normal work schedule at their regular rate of pay.

5.8 Food Service Helpers

The needs of the Yonkers Public School District will be the determining factor in assignments and hours. Seniority, ability, employee requests, and program operation will be among the criteria in allocation of hours.

5.9 School Aides

The needs of the Yonkers Public School District will be the determining factor in assignments and hours with seniority as a major consideration along with employee requests and program operation.

A committee will be formed with CSEA and administration to discuss and establish specifications for Aide duties.

All School Aides will be paid for days when the school building is open, if they report to work as scheduled. Full-time School Aides are those who are regularly scheduled to work 35 hours or more per week.

It is understood that no CSEA employee other than a Licensed Practical Nurse (LPN) and/or a Registered Professional Nurse (RPN), shall administer medication to a student.

5.10 School Safety Officers

The normal daily work schedule shall consist of any seven consecutive hours of work and a ½ hour unpaid break for lunch, 35 hours work per week, to be performed Monday through Friday. No schedule shall begin before 7:00 a.m. or end after 4:30 p.m.

School Safety Officers, or other District staff, can be used to monitor school activities.

The Board of Education will provide uniforms to all Safety Officers at no cost to the employee. The uniforms will consist of a minimum of (2) short-sleeve shirts, (2) long-sleeve shirts, (2) pairs of pants, and a bomber jacket and foul weather gear. Any unusable uniforms, torn or ripped in the line of duty, will be replaced by the Board. Safety Officers will be responsible for maintenance of uniforms.

The Yonkers Public School District reserves the right to engage the contractual services of Security Guards for buildings other than those used for instructional purposes.

5.11 Hourly Employees Lunch Period

All hourly employees working for four hours or more shall be required to take a half-hour lunch period. This is not a paid lunch period.

5.12 Work Breaks

CSEA employees will receive regular work breaks per the normal established practices of the District.

ARTICLE VI

VACATIONS

6.1 Vacation Entitlement

A. Twelve Month Employees

Twelve month employees are those who work a full year in a regular assignment.

Such employees shall receive 5 days vacation after 1 year of employment. After 2 years of employment such employees shall be entitled to 10 days of vacation. After three years, the vacation entitlement shall be 15 days.

Upon completion of the fifth year of employment as a twelve month employee, the employee shall receive one additional vacation day for each year completed, up to a maximum entitlement of twenty-five (25) days.

B. 10 Month Employees

Ten month employees work the school calendar year. A committee will be established of Administration and CSEA to clarify days of work in a school calendar year.

Such employees shall not be entitled to any vacation days. Ten month employees who convert to twelve month positions shall have their initial vacation entitlement calculated at the rate of 5/6's of the entitlement set forth in paragraph A. Thereafter, their entitlement shall be determined as for twelve month employees.

C. Hourly Employees

Hourly employees are those who are hired and paid on an hourly basis.

Hourly employees shall not be entitled to vacation time, nor shall they receive vacation credit for any time served in an hourly position in the event that they are subsequently appointed to a ten or twelve month position.

6.2 Vacation Schedule

Employees who work the 12 month year shall take their annual vacation at any time during the fiscal year at the discretion of the Assistant Superintendent in Charge of Business or his/her designee.

6.3 Additional Vacation Days

The parties agree that the right to earned vacation should be changed from a calendar year to a fiscal year of July 1st to June 30th.

To effectuate this change the following rules will be applied:

Right to additional vacation days will be earned on the last day of the fiscal year (June 30th).

[Employees whose anniversary date falls within the period from January 1, 1976 to June 30, 1976, will be credited with the additional day for the year on June 30, 1976.]

[Employees whose anniversary date falls within the period from July 1, 1976 to December 31, 1976, will be credited with an additional vacation day for the year, on June 30, 1977.] See Appendix, "Earned Vacation Days."

6.4 Accumulated Vacation

Every effort shall be made to insure that vacation is taken in the fiscal year in which it is due. Unused vacation days may be carried over to the following year up to a maximum of ten (10) days. Any unused days beyond the 10 day limit shall be lost so that the total number of accumulated vacation days at any given point in time may not exceed thirty-five (35).

6.5 Vacation Buy-back

Employees with a minimum of ten (10) years of service as a 12-month employee with the District, shall be entitled to buy back a total of ten (10) unused and accumulated vacation days at the end of each fiscal year.

It is understood that vacation days that are bought back can only be given in five (5) day increments.

ARTICLE VII

HOLIDAYS

7.1 Annual and School Year Employees

The employees shall receive payment at the straight time rate of pay for each of the listed holidays, regardless of the day on which the holiday falls, as established by the Congressional Calendar even if no work is scheduled for such day:

New Year's Day	Labor Day
Martin Luther King Jr.'s Birthday	Rosh Hashanah* (2 days)
Lincoln's Birthday	Yom Kippur*
Washington's Birthday	Columbus Day
Good Friday	Veterans' Day
Decoration Day (Memorial Day)	Thanksgiving Day
Independence Day (July 4 th)	Christmas Day

* When Rosh Hashanah and Yom Kippur fall on Saturday or Sunday, there will be no compensation. Additionally, the District shall make every effort to have Civil Service Employee (CSE) Day on Election Day.

7.2 Hourly Employees

Hourly and per diem employees who work a school year shall be paid at the straight time rate of pay for each of the listed holidays, regardless of the day on which the holiday falls as established by the Congressional Calendar, even if no work is scheduled for such day:

New Year's Day	Rosh Hashanah* (2 days)
Martin Luther King Jr.'s Birthday	Yom Kippur*
Lincoln's Birthday	Columbus Day
Washington's Birthday	Veterans' Day
Good Friday	Thanksgiving Day
Decoration Day (Memorial Day)	Christmas Day

* When Rosh Hashanah and Yom Kippur fall on Saturday or Sunday, there will be no compensation. Additionally, the District shall make every effort to have Civil Service Employee (CSE) Day on Election Day.

7.3 Weekend Holiday

When a holiday falls on a Saturday or a Sunday and the Board has the option to close schools on the adjacent Friday or Monday, such Friday or Monday shall replace the weekend holiday.

7.4 Holiday During a Vacation

If a holiday falls during the vacation period of an annual employee it shall either be paid for at the straight time rate of pay or the employee's vacation shall be extended for one day at the option of the Board.

ARTICLE VIII

LEAVES

8.1 Accumulation of Sick Leave – 12 month and School Year

- A. Sick leave allowance for all Civil Service employees employed prior to July 1, 1975 on a twelve month basis shall be one day per month up to twelve days per fiscal year cumulative to one hundred and ninety (190) days. School year employees shall earn their days on a pro-rata basis.
- B. All employees hired after June 30, 1975 shall be given ½ day per month sick leave for the first 2 years of employment. After 2 years of employment they shall be entitled to sick leave as are employees of the Unit hired prior to July 1, 1975.
- C. School Aides shall be entitled to sick leave on a school year basis.
- D. Sick leave accrual shall be credited as of July 1st of each year for all twelve-month employees.
- E. School year employees shall be credited for their sick leave accrual bank as of the beginning of the school year in September of each year.
- F. A committee will meet to study and make recommendations to the Superintendent of Schools for CSEA "Retirement Incentive Plan".
- G. The Board will make an effort to provide all annual and school year employees with an annual written report as to the number of vacation days and sick leave days accumulated. The Board will attempt to provide such information in September or October of each year.

8.2 Urgent Personal Leave Day

The Board, in an effort to prevent undue hardship to individual Civil Service staff members, who must be absent from their duties to attend to urgent personal business, provides as follows:

- 4 days personal leave for twelve-month employees
- 3 days personal leave for school-year employees
- 2 days personal leave for Cafeteria and School Aides who work six or more hours per day
- 1 day personal leave for hourly employees (Cafeteria and School Aides)

Personal leave banks should be credited as of July 1st of each year for all twelve-month employees.

School year employees shall be credited for their personal leave days bank as of the beginning of the school year in September of each year.

Unused personal leave days will be added to accumulated sick leave.

The intent of the Board and the CSEA is that this day be used for urgent personal business which cannot be attended to on a day or time other than work hours. In other than emergencies the Principal or department head must be notified not less than three days prior to the requested day of leave.

The Superintendent of Schools shall have the right to require information from the individual and to investigate if there is any indication that the intention of this policy has been abused.

8.3 Bereavement Leave – Death in Family

1. There will be no deduction in pay for absences not exceeding five (5) consecutive days immediately following the death, excluding Saturday and Sunday, because of the death of the following
 - a. Immediate family of employee
 - b. One residing with the family
 - c. Grandmother
 - d. Grandfather
 - e. Grandchild
 - f. Parent or Foster Parent
 - g. Husband, wife, son, daughter, brother, sister, father-in-law, mother-in-law
 - h. Any person with whom the employee resides

2. There will be no deduction in pay for the one (1) day in the case of the death of the following if not residing in the home of the employee:
 - a. Brother-in-law
 - b. Sister-in-law
 - c. Uncle
 - d. Aunt
 - e. Niece
 - f. Nephew

If the time is insufficient because of distance from Yonkers, the Superintendent shall be the deciding authority for further allowance.

8.4 Terminal Leave Pay

Employees who leave the Board of Education after 20 years of service, shall be Entitled to Terminal Leave Pay equivalent to 30 work days plus 1 ½ days pay additional for each year over 20 years of such service.

8.5 Disability for Maternity Leave

The Yonkers Public School District desires the safety and well-being of employees. Therefore, a permanent employee who becomes pregnant shall be allowed to perform the duties of her position as long as she is medically able. A pregnant employee is encouraged to report the existence of her pregnancy at the earliest practical date to her supervisor but is not required to do so. A pregnant employee upon request and upon filing of appropriate medical evidence that such employee is unable to perform the duties of her position due to the pregnancy shall be granted sick leave or any other earned accruals.

A permanent employee upon becoming pregnant, may apply to her immediate supervisor, in writing, requesting a medical leave of absence without pay not to exceed one (1) year. At the discretion of the Personnel Department, an extension up to one (1) additional year may be granted in accordance with Civil Service Law.

8.6 Leave of Absence

An employee may request an unpaid leave of absence for personal reasons by submitting, in writing, notice of this leave to his/her immediate supervisor ten (10) days before commencement of leave. This request is subject to approval by the Personnel Department. The Superintendent of Schools shall have the right to require information from the individual and to investigate if there is any indication that the intention of this policy has been abused.

A personal leave of absence, without pay, may not exceed one (1) year in accordance with Civil Service Rules and Regulations. The one (1) year leave of absence may be extended for up to one (1) additional year in unusual circumstances and if the position can be held for the employee for this period of time. The employee must notify the Personnel Department, in writing, thirty (30) days prior to the expected date of return.

It is the employee's responsibility to notify the Employees Benefit Section regarding his/her health, dental and life insurance benefits.

8.7 Emergency Leave Benefit Program

A. Emergency Leave Benefit Program

An Emergency Leave Benefit Program for Civil Service Employees is hereby established. All Civil Service Employees shall be eligible to participate in the program. At the beginning of each fiscal year the Emergency Leave Bank shall consist of 1,000 days, which shall be provided in the following manner:

1. Any unused days from the prior year shall be carried over to the following year.
2. Any sick days which have been credited to Civil Service employees who have left the school district during the prior year shall be added to the total available as a result of the preceding paragraph.
3. Any remaining days needed to raise the total available number to 1,000 days as of July 1st of each year shall be contributed by the School District.

B. Determination of Eligibility

The determination as to eligibility for emergency leave benefits shall be made by the Director of Employee Relations with the advice of the Chief School Physician and two representatives designated by the CSEA for that purpose. Decisions of the Director of Employee Relations shall be final.

C. Eligibility for Benefits

A Civil Service employee who has exhausted all sick leave, personal leave and vacation time and who is suffering from a prolonged and disabling illness or mental incapacitation and who is not eligible for Workers' Compensation, may apply for the Emergency Leave Benefit Program. The employee must complete an "Application for Emergency Sick Leave Benefits" and shall provide all documentation deemed necessary concerning the nature and duration of the disabling condition. The Director of Employee Relations shall have the right to disapprove an application for appropriate reasons, including improper use of accumulated credits, e.g.: suggesting a pattern of abusive absences.

The employee shall have the right to submit documentation from independent medical practitioners in support of the application.

After finding that the application meets the requirements described above, the initial application may be granted for up to forty (40) working days. Sick leave, personal leave and vacation time shall not be earned for the period during which an employee is receiving benefits under this Program.

D. Renewal of Application

If after the original approval it is found that an employee's recovery will require more than forty (40) working days, the employee may apply for an additional period of time for up to forty (40) days. However, the maximum number of days for which an employee may receive benefits shall in no event exceed one (1) work year.

8.8 Graduation Exercises

Any employee, upon application to the Office of Personnel with a copy to his or her immediate supervisor, may be granted a leave of absence without deduction in pay in order to attend graduation exercises of a son or daughter, husband or wife, where such graduation exercises occur during a scheduled work day. Such leave shall be of one day duration. Graduation exercises shall be defined to include the eighth grade and above. Where extended travel is required, an additional day may be granted at the discretion of the Superintendent of Schools. Applications must be submitted at least two weeks prior to graduation and must include proof of the graduation ceremony to be attended.

ARTICLE IX

INSURANCE AND RETIREMENT

9.1 Hospitalization

The Board will pay full hospitalization based on the Empire Plan, Core Plus Enhancements for individuals and for individuals with dependents. For those employees enrolled in other than the Empire Plan, Core Plus Enhancements the Board agrees to pay the portion of the cost that would normally apply to the Empire Plan, Core Plus Enhancements. Any employee whose spouse is covered under the Provisions of the New York State Government Health Insurance Program, shall be eligible for Health Insurance.

9.2 Health Insurance Double Coverage

In any case where an employee is covered by health insurance issued to another family member, such employee may elect to waive health insurance provided by the School District. Written notice of such election, together with proof of other health insurance coverage must be submitted to the School District's Office of Employee Benefits on not less than sixty (60) days notice effective for the subsequent year, such election shall be effective as of the first day of the month following the end of the sixty day notice. Any employee making such an election shall receive, as additional salary, fifty percent (50%) of the net premium savings, payable at the end of the year.

Employees shall have the right to reenter the health insurance plan at any time subject to the rules and regulations of the plan. No cash payment shall be made to any employee for savings based on anything less than complete years.

9.3 Eligibility Under Another Health Plan

All employees hired after November 1, 1999 shall not be eligible for health insurance coverage by the District if they are eligible for substantially equivalent health coverage under another plan. New hires who may have to pay to participate in such comparable plan are still deemed eligible to participate and will not be covered by the District Plan.

Upon submission of satisfactory proof that such contributions are required, such unit member will be reimbursed annually for the amount that is paid, but not to exceed fifty percent (50%) of what the District pays for family coverage.

Should such an individual lose such eligibility, the Board will allow for participation in the District plan as soon as possible.

Members of the unit shall truthfully advise the District of their eligibility for health insurance under other plans.

9.4 Employee Benefit Program

The Board of Education agrees to a CSEA Employee Benefit Program. All employees hired after June 30, 1975 working less than 25 hours per week shall not receive this benefit. All employees hired after June 30, 1975, working 25 hours per week or more shall not be eligible for this benefit until they have completed 2 years of service with the Board.

9.5 Life Insurance

A ten thousand dollar term life group insurance plan will be provided for employees covered by this agreement who are regularly scheduled to and who work 25 hours or more per week and who have qualified for such insurance by having completed one year of work service.

All employees hired after June 30, 1975 working less than 25 hours per week shall not receive this benefit. All employees hired after June 30, 1975 working 25 hours per week or more shall not be eligible for this benefit until they have completed 2 years of service with the Board.

9.6 Retirement

The State Retirement Plan as provided by Section 75-i of the Retirement and Social Security Law shall be provided for Tier 1, Tier 2 and Coordinated-Escalator Retirement (CO-ESC) for Tier 3 and Tier 4. Employees eligible for retirement should consult with the Personnel Department.

9.7 Unused Sick Leave

The Board will continue to provide for an allowance of unused sick leave credits under Section 41 (j) of the Retirement and Social Security Law.

9.8 Death Benefit

The Board will provide the benefits in accordance with Section 60-b for Tier 1, and death benefits for Tier 2, Tier 3 and Tier 4 of the Retirement and Social Security Law as presently and hereafter amended. Further information may be obtained from the Personnel Department.

9.9 Military Service Allowance

The Board will adopt a resolution providing for service allowances for military service in World War II, Section 41 (k), transfer of service from another system, Section 43 (g) other military service as provided in subdivision four, Section 243, of the Military Law. Further information may be obtained from the Personnel Department.

ARTICLE X

SENIORITY

10.1 Date of Commencement

Employees' seniority shall be counted from the date of first permanent appointment or reappointment, as the case may be, with the Board, as per Civil Service Regulations, provided there has been continuous service as defined by the Civil Service Law.

10.2 Current List

No later than May 1st of each year, the Personnel Office shall supply to the Unit President, a list of all employees in the bargaining unit showing the following:

1. Name
2. Title
3. Original Date of Hire

10.3 Promotional Opportunities

All job vacancies including notice of Civil Service exams shall be posted conspicuously on designated bulletin boards readily accessible to all employees in all departments, schools and satellite offices. Every effort shall be made to post such notices ten (10) days prior to filing for interview of the positions, to allow employees currently employed to apply for same. All job postings will contain a brief description of the duties, qualifications and job specifications, and contact a person to whom resumes of applicants should be referred. When such postings occur, a copy will be provided to the Unit President.

10.4 Job Vacancy Postings

Postings of Civil Service examinations for job vacancies shall be sent to the CSEA President at the time they are distributed or posted.

10.5 Lateral Openings

The needs of the Yonkers Public School District will be the determining factor in assignments and hours, with seniority as a major consideration along with employee requests and program operations.

ARTICLE XI

GRIEVANCE PROCEDURE

A. Declaration of Purpose

Whereas, the establishment and maintenance of a harmonious and cooperative relationship between the School District and its employees is essential to the effective operation of the schools, it is the purpose of this procedure to secure equitable solutions to alleged grievances of employees at the administrative/supervisory level through procedures under which they present grievances free from coercion, interference, restraint, discrimination or reprisals, and by which the District and its employees are afforded adequate opportunity to dispose of their grievances without the necessity of time-consuming and costly proceedings before administrative agencies or in the courts.

B. Definitions

1. "Grievance" shall be limited to a claimed violation, misinterpretation, or inequitable application of the existing agreement, laws, rules, procedures, regulations, administrative orders, or work rules of the Board or a department thereof provided, however, that such terms shall not include an action relative to disciplinary proceedings or any other matters which are otherwise reviewable pursuant to law, or any rule or regulation having the force and effect of law. Termination of employees during the probationary period is in no way to be construed as a grievance and there shall be no recourse by the employee or CSEA except as may be otherwise provided by law.
2. "Employee" shall be limited to a person or group of persons in the bargaining unit directly employed by the Board affected by an alleged grievance.
3. "Department" shall include any school, office or other division or subdivision of the Board.
4. "Supervisor" shall include any employee or officer on a higher level of authority than the employee in the Department wherein the grievance exists and who assigns and supervises the employee's work and approves his/her time record or evaluates his/her work performance and other employee or officer who is designated, by the Superintendent of Schools, as supervisor.
5. "Days" shall mean all days other than Saturdays, Sundays, legal holidays or when schools are closed which shall be excluded in computing the number of days within which action must be taken.

C. The Arbitrator

The Arbitrator will be selected from a panel provided pursuant to the Rules of the American Arbitration Association and shall be an experienced impartial person familiar with school issues. The cost of the services of the Arbitrator shall be borne equally by the Board and the CSEA.

D. Grievance Procedure

Step 1

Within thirty (30) days of the date on which the act or omission giving rise to the grievance occurred, a written grievance shall be submitted by the employee through the Union to the employee's immediate supervisor on a form specifying the employee(s) affected, the specific provision of the collective bargaining agreement alleged to have been violated, if applicable; a brief description of facts underlying the grievance and remedy sought.

The supervisor shall be allowed up to five (5) days in which to respond in writing. If the supervisor fails to respond within the five (5) days mentioned above, the grievance shall be deemed to have been denied.

Step 2

Within ten (10) days of receipt of the Step 1 response, the Union may file a written appeal of such decision to the Superintendent of Schools (or designated representative). The Superintendent of Schools, or his/her designee, shall be allowed up to fifteen (15) days in which to respond in writing. If the Superintendent or his/her designee fails to respond within fifteen (15) days mentioned above, the grievance shall be deemed to have been denied.

Step 3

Within fifteen (15) days of the receipt of the Step 2 determination, the Union shall have the right to file a written "notice of intent" with the Board indicating a desire to proceed to arbitration.

Arbitration shall be advisory except that if the grievance involves a dispute as to the interpretation of any provision of the written agreement as it applies to the grievance, in which case the Arbitrator's decision shall be final and binding on the parties.

ARTICLE XII

MANAGEMENT RESPONSIBILITY

The Board, as a public employer, reserves to itself all rights not specifically granted to the employee organization under the provisions of the Public Employee's Fair Employment Act (as presently or hereafter amended) or in this agreement and not inconsistent with Civil Service Laws or other laws. The rights so reserved to the Board include the control of its facilities and the maintenance of order and efficiency but that such rights are subject to such conditions, requirements and limitations as may be applicable under law, and must be exercised consistently with the other provisions of this agreement. These rights include the following:

1. To determine the policies of the Board.
2. To determine the facilities, methods, means and number of personnel; to designate the members needed to carry out the Board's missions; to introduce new or improved methods or facilities.
3. Administer to the classification, examination, selection, hiring, retention, promotion, assignment or transfer of members pursuant to law in accordance with the policies of the Board.

4. To discipline or discharge members in accordance with the policies of the Board and applicable laws and contract provisions.
5. To direct the work of its members.
6. To make rules, regulations and policies concerning personnel procedures and practices, subject however to the following: The Superintendent or his/her designee will consult and confer with the CSEA prior to promulgation of all changes in the policies of the Board affecting the terms and conditions of employment, other than those provided herein.
7. To determine the work to be performed within the Board; the maintenance and repair, necessary supervision, machinery and tools, methods, schedules of work not inconsistent with law, together with selection, procurement, designing, engineering, and control of equipment and materials, the purchase of services of others, by contract or otherwise and to make reasonable and binding rules which shall not be inconsistent with this agreement.

ARTICLE XIII

ALCOHOL AND/OR ILLEGAL CONTROLLED SUBSTANCE ABUSE

A. Preamble

Both the District and the Union are greatly concerned about and involved in the effort to prevent substance abuse in the workplace.

Employees need to be aware of the signs of substance abuse in themselves and others. No one can begin the road to recovery without first recognizing a problem exists and then seeking help.

Employees suffering from substance abuse need to receive treatment. The District and the Union both benefit when an individual can be helped and remain on the job. Accordingly, both the CSEA and the School District agree that employees should be encouraged and assisted in efforts to seek assistance either through the Board's Employee Assistance Program or through another program of the employee's choice.

B. Drug Testing Procedures

Effective with the execution of the contract, the Yonkers School District shall have the right to test employees for possible substance abuse subject to the following conditions:

1. **Statement of Policy**

The Employer and the Union recognize that the use and possession of alcohol or illegal controlled substances in the workplace constitutes a serious threat to the health and safety of all employees, students and members of the public.

The Board and the Union are desirous of maintaining a safe, healthy and productive work environment for all employees and for the good of the school system.

2. **Testing**

If an employee exhibits a physical condition, conduct or pattern of erratic behavior which indicates that the employee may be under the influence of alcohol or illegal controlled substances while on duty and the employee's supervisor has reasonable cause to believe, based on either direct observation of use or on observation of the employee's conduct, performance or behavior that the employee is under the influence of alcohol or illegal controlled substances, while on duty, or if the supervisor is provided with information from a reliable and credible source which is independently corroborated that the employee is engaging in use of alcohol or illegal controlled substances, while on duty, or that the employee is engaging in illegal possession, distribution or sale of an illegal controlled substance on duty, the supervisor shall make a report to the Employer.

The Employer shall determine whether to conduct a further investigation and may meet with the employee and the employee's Union representative if the employee wishes such representative to be present, and permit the employee to explain the conduct, performance or behavior.

The investigation of the employee's behavior shall be confidential with due consideration for the dignity and privacy of the employee.

Where reasonable suspicion is based on observation by a confidential informant, defined as an employee or agent of a governmental law enforcement agency, the identity of the source shall not be disclosed, except for the name of the governmental agency involved. The Department shall not be required to reveal the identity of a confidential informant in any proceeding nor can evidence supplied by a confidential informant be suppressed because of refusal to identify the name of the source. However, disclosure shall be made as to the date, time and place of the alleged observation of the conduct, including a description of the conduct that was allegedly observed.

If after review and investigation, the Employer decides that the employee should be referred for drug or alcohol testing, the following procedures shall be followed:

- a. At the time the employee is given the order to submit to a drug and/or alcohol test, the employee will be advised of the right to have a Union representative present for 1) repetition of the order, 2) brief verbal statement of the basis for the reasonable suspicion, and 3) for the collection of a sample; but in no event shall collection be delayed for more than one (1) hour to accommodate the presence of a Union official.
- b. Any dispute concerning the matter of reasonable suspicion to order a test will be referred to the contractual grievance procedure for resolution, but such dispute shall not constitute a basis for refusal to take such test.
- c. The sample given by the employee shall be collected under the supervision of a physician designated by the Board. Where practicable, the sample shall be collected in the office of the physician designated by the Employer. The sample collection process shall be confidential with due regard for the dignity and privacy of the employee. During the course of the collection process, the employee shall cooperate with request for acknowledgment of giving of the specimen.
- d. The employee shall provide a urine sample for purposes of testing for illegal controlled substances. The employee shall provide a sufficient amount of the sample to allow for an initial screening, a confirmatory test, and for later testing if required by the employee. In the event an insufficient sample is provided, the employee's ability to have a second test performed may be adversely impacted.
- e. In the event the employee is ordered to submit to a test for the presence of alcohol, the employee shall submit to a Breathalyzer test to be administered by an agent designated by the Employer.
- f. There shall be no direct observation of giving of a urine sample unless there is reason to believe that the sample may be tampered with, in which event direct observation shall be made by a person of the same gender as the employee giving the sample.
- g. In the case of a urine test, the sample given shall be divided into two (2) aliquots. The sample will be given to a monitor who shall be a reliable person who is not an employee of the CSEA bargaining unit and who will mark and seal each sample to preserve the chain of custody of the samples.

Thereafter, the samples shall be transported to the testing laboratory in a manner which shall insure the integrity and chain of custody of each sample.

- h. Both samples shall be delivered to a laboratory selected by the Employer which shall be duly licensed or certified for drug testing purposes, by the NIDA. One sample shall be used for purposes of testing by the laboratory and the second sample shall be maintained by the laboratory in accordance with the recognized procedures for purposes hereafter described.
- i. The designated laboratory shall initially perform the enzyme multiplied immunoassay test (EMIT), on the sample for the presence of illegal controlled substances. A sample which tests positive shall be retested by the laboratory using the gas chromatography mass spectroscopy test (GC-MS). A test shall be deemed positive for the presence of illegal controlled substances in accordance with standards utilized by the NIDA certified laboratory. A test shall be deemed positive for the presence of alcohol based on the standards for driving while intoxicated as provided by the N.Y.S. Vehicle and Traffic Law.
- j. In the event the confirmatory GC-MS test result is negative, then the sample shall be deemed negative for the presence of illegal controlled substances and no report shall be made to the Employer or to the employee on the test results. Neither the existence of the test nor its results shall be used in any manner in any proceeding by the Employer against the employee.
- k. If the confirmatory GC-MS test result is positive as defined in this Agreement, an independent Medical Review Officer must first review the test and result, and speak with the individual tested. If the individual authorizes review of his/her medical records, the Medical Review Officer shall also review such records, as part of the process, all to ensure that the positive result in fact reflects unauthorized use of an illegal controlled substance. If the Medical Review Officer concludes that the test result accurately reflects such unauthorized use, then the laboratory shall provide copies of the test results to the Employer and the employee.

3. **Employee Request for Retesting**

- a. After collection and testing, both samples shall be maintained by the Board's designated laboratory in accordance with appropriate procedures for a period of time to be agreed to by the parties.

- b. After the employee receives notice of a confirmed positive test, as licensed by NIDA, the employee may make a written request within 72 hours to the Board's designated laboratory for a test of the second sample. The employee, or the Union on behalf of the employee, may request that the second sample be sent to a NIDA licensed laboratory selected by the employee or the Union. The selected laboratory shall be responsible for pick-up and transport of the sample, and it shall insure chain of custody. The employee shall be responsible for all costs associated with the second test and shall make arrangements for payment with the selected lab. The results of the second test shall be sent to the Director of Personnel who shall take all steps to ensure confidentiality, the employee and to the employee's representative if the employee so authorizes. In the event the retest results are negative, the Board shall reimburse the employee for the cost of the retest and the results of the first test shall be purged from the employee's file and no further action shall be taken.

4. Disciplinary Procedure

- a. The Board shall adhere to all applicable statutory and contractual procedures regarding discipline.
- b. A probationary employee who tests positive for the presence of alcohol or illegal controlled substances shall be terminated. However, neither the employee nor the Union waives any rights such employee may have with regard to challenging such termination.

ARTICLE XIV

MISCELLANEOUS

14.1 Personnel Files

Employees shall have the right to review their own personnel files. Notice and copies of any complimentary or disciplinary material placed in an employee's personal history folder shall be sent to the employee at the time of such placement. The employee shall have the right to append an answer to any materials placed therein. The employee may have copies of all material in his/her file insofar as permitted by law.

14.2 Mileage Reimbursement

Employees who are required to use their personal automobiles in the performance of their work assignment, shall be reimbursed at the current mileage rate paid by the Board of Education, upon submission of the appropriate vouchers.

14.3 Labor Management Meetings

Labor Management meetings may be held to provide a forum to discuss an attempt to resolve matters of mutual concern. Such meetings will be arranged between the CSEA President and the Director of Employee Relations. Such meetings shall be held not more than once per month nor less than every two months. Discussions at such meetings will be limited to agenda items. Agendas shall be submitted at least one week in advance of the meeting.

14.4 Workers' Compensation

Civil Service employees who are injured in the course of their officially assigned duties and responsibilities for the Yonkers Board of Education and who are absent due to that injury as defined by the Workers' Compensation Law must, pending adjudication of the case and while such disability renders the employee unable to perform officially assigned duties and responsibilities, apply to the Director of Personnel for a leave of absence. This leave may be granted with pay not to exceed sixty (60) calendar days in length. Sick leave, personal leave and vacation credits shall not be earned for the period when an employee is on such leave. The District will continue health benefits and retirement credit.

Should the disability continue beyond the period of sixty (60) calendar days, the employee's accumulated sick leave, personal leave and vacation time must be utilized. When all such accumulated time credited to the employee has been exhausted, the employer may continue the leave of absence without pay.

In the event, and at such time as the Workers' Compensation Board makes an award to such an employee for the period of leave with pay, such compensation award for this period shall be reimbursed to the Board of Education. In the event that the employee receives an award for a number of days which is less than the number of days leave taken under this paragraph, then the employee will be required to utilize any accrued sick leave, personal leave or vacation days to make up the difference.

Upon return to full-time duty, the employee shall be credited with that portion of earned credits for sick leave, personal leave and vacation time which would otherwise have accrued during the period of absence in proportion to the amount of the Workers' Compensation award for the employee's loss of time. In addition and conditional upon the receipt of an award for Workers' Compensation, such employee shall, upon return to full-time duty, be entitled to be re-credited for all sick leave, personal leave and vacation days which may have been utilized during the period of absence.

14.5 Due Process-Non-Competitive Employees

Non-competitive class employees shall be entitled to a formal due process hearing as provided under Section 75 of the Civil Service Law, after having completed six (6) months of continuous service.

Employees who are notified by the District, in writing, during the first six (6) months of employment as exhibiting performance problems shall not be eligible for a due process hearing until they successfully complete twelve (12) months of employment. A copy of the notice provided to the employee shall be provided to the unit president at the time.

14.6 Health, Safety and Maintenance of Facilities

- A. Health and safety concerns will be discussed during Labor Management meetings.
- B. In the event any employee is exposed to blood or body fluids in the performance of his/her duties, he/she shall be afforded the opportunity to be tested for blood/fluid borne pathogens without cost and shall be offered the Hepatitis B vaccine without cost to employee.
- C. The Board of Education shall provide immunization to all employees in the event of an epidemic, declared by the City of Yonkers Board of Health, caused by an outbreak of a communicable disease.

14.7 CSE Day

For the duration of this Agreement, the parties agree to the following provision governing Civil Service Employees (CSE) Day:

Employees shall be excused from work at the end of the program on CSE Education Day, with the exception of those employees who are designated by their supervisors to return to their work locations after the CSE Program. In cases where employees are required to return to work after the conclusion of CSE Education Day activities, such employees shall be paid overtime rates as per the contract for all hours worked after completion of CSE Day activities. Employees who are designated by their supervisors to work at their regular work locations during such activities shall receive compensation at normal pay rates; however, said employees shall receive overtime rates for all hours worked after the activities.

14.8 Reopener to Negotiate

In the event that the United States District Court for the Southern District of New York shall, at any time during the life of this Agreement, enter an Order in the United States v. City of Yonkers case which requires, in the sole judgment and determination of the Yonkers Board of Education, a reopener of this Agreement for the purpose of modification of any of the Agreement's terms or conditions, then the parties agree to reopen negotiations as to those items only.

14.9 Layoffs in Non-Competitive and Labor Class

In the event the District determines that it is necessary to lay off employees, it is understood that employees in the non-competitive and labor classes shall be laid off according to the inverse order of hiring.

ARTICLE XV

NO STRIKE PLEDGE

The parties recognize that strikes and other forms of work stoppage by school district employees are contrary to law and the public policy. CSEA and the Board subscribe to the principle that differences shall be resolved by peaceful and approved means without interruption of the school program. CSEA therefore agrees that it shall not engage in or sanction strikes, work stoppages, slowdown, interference with the school district's operation or other individual or concerted refusal to perform scheduled work and assignments by employees covered by this Agreement, or any instigation thereof by its agents or its representatives.

ARTICLE XVI

SEPARABILITY

If any legislation, court decision, or rule of the Department of Education renders any portion of this Agreement invalid or unenforceable, the invalid or unenforceable provision shall be severed from this contract, and the remaining provisions shall continue in full force and effect, provided there shall continue to be mutuality of obligations with respect to the remaining provisions.

ARTICLE XVII

COLLECTIVE NEGOTIATIONS

All negotiable items have been discussed during the negotiations of this agreement, and therefore, negotiations will not be reopened on any item or for any purpose during the term of this Agreement, unless mutually agreed in writing, limiting the purpose of the reopening or unless specifically set forth in the Agreement. Rejection of such request by either party shall not be subject to the Grievance Procedure herein or to arbitration.

ARTICLE XVIII

PERB Ruling – Section 204-A

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 THEREFORE, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

ARTICLE XIX

DURATION OF AGREEMENT

The provision of this agreement shall be in effect on July 1, 2001 and continue in full force and effect through June 30, 2003.

Robert M. Ferrito
Robert Ferrito, President
Board of Education of the City of Yonkers

9/24/01
Date

Alvina Tyropolis
Alvina Tyropolis, President
Yonkers Non-Teaching Unit
Civil Service Employees Association

9/28/2001
Date

Donald J. Patrick
Donald J. Patrick, CSEA
Labor Relations Specialist

10/2/01
Date