
AGREEMENT

by and between the
BOARD OF EDUCATION

of the
**SCARSDALE UNION FREE
SCHOOL DISTRICT**

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



Scarsdale UFSD Transportation Unit #8223-01
Westchester County Local 860

July 1, 2021 - June 30, 2023

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PREAMBLE

Agreement made this 4th day of May 2022 between the **BOARD OF EDUCATION OF THE SCARSDALE UNION FREE SCHOOL DISTRICT**, Scarsdale, New York 10583, (Hereinafter referred to as the "Board"), and the **CIVIL SERVICE EMPLOYEES ASSOCIATION, INC., LOCAL 1000, AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO, WESTCHESTER COUNTY LOCAL 860, SCARSDALE TRANSPORTATION UNIT.**

ARTICLE 1

Recognition

The Board hereby recognizes the CSEA as the exclusive representative of a unit composed of bus drivers employed by the Board, for the purpose of representing said employees in negotiations and in the settlement of grievances as provided in Article 14 of the Civil Service Law. This recognition shall extend continuously for the maximum period as provided by law.

ARTICLE 2

Dues Deduction

- A. **Appropriate Unit and Coverage:** Based upon the Union's no-strike affirmation, the District hereby recognizes the Union as the sole and exclusive Collective Bargaining Unit representative with unchallenged representation status for the maximum period allowed under the Taylor Law for the employees noted in Article XVII, Section C. In the event new titles(s) are created by the District during the term of this Agreement, the Union shall be informed, in writing, within fifteen (15) workdays of the establishment of such new title(s).
- B. **Authorization and Remittance:** Upon the District's receipt from an employee of a written authorization to deduct union membership dues (from his/her salary, such deduction will be made and forwarded by the District to the Union. Following receipt by the District from an employee of a written revocation of such union membership dues deduction, the District shall discontinue such dues deductions in accordance with applicable law."

ARTICLE 3

Association Rights

- A. Notice of Employees: The District shall inform, the President of the CSEA of all new bargaining unit employees within fifteen (15) days of their initial hire.
- B. Copies of this Agreement: The Board shall furnish each present member of the bargaining unit with a copy of this Agreement. Each new bargaining unit employee, upon hire, shall be furnished a copy of this Agreement by the Board.
- C. Attendance in Court, PERB, or Arbitration Hearings: The Board shall permit members of the bargaining unit time off without loss of pay or benefits to attend Court or PERB Hearings, or arbitration hearings if such attendance is related to negotiations or administration of this Agreement, provided, however, that such time off shall be with the consent of the Superintendent, which shall not be unreasonably withheld.

ARTICLE 4

Personnel Files

Employees shall have the right upon reasonable notice to review the contents of their personnel file and to have a copy of any document contained therein, except that pre-employment material shall not be subject to such a review of copying.

Employees must be notified whenever the employer adds documents to the employee's personnel file, including but not limited to counseling memos, disciplinary letters, etc. In addition, employees shall receive copies of such materials and be permitted to attach a written response to any such document.

ARTICLE 5

Dismissal Conference

An employee dismissed for cause shall have the right to meet with the Superintendent or his designee to review the dismissal. The dismissal shall not be subject to the grievance procedure in this Agreement except that failure to grant the meeting provided for in this Article shall be subject to the grievance procedure.

ARTICLE 6

Leaves of Absence

- A. Personal Illness: Members of the bargaining unit shall be entitled to eight (8) sick leave days per school year, with pay, cumulative to seventy-five (75) days. However, in the first school year of a member's employment, the member shall be entitled to two-and-a-half (2.5) sick leave days per semester. Members of the bargaining unit who participate in the New York State Retirement System shall be entitled to the application of unused sick leave (maximum 165 days) as additional service credit upon retirement as per Section 41-J of the New York State Employees Retirement System.
- B. Sick Leave Bank: A sick leave bank will be established as of September 1, 1994 for use only by employees represented by the Unit. Unit members who have used all of their accumulated sick leave and who are victims of prolonged illness and/or disability may then apply for use of the sick leave bank according to procedures to be established by a joint committee consisting of the President and Secretary/Treasurer of the Scarsdale Schools Transportation Unit (STU), the Assistant Superintendent for Human Resources and Leadership Development and the Assistant Superintendent for Business.

The President of the STU shall furnish to the Assistant Superintendent for Human Resources and Leadership Development the names of those employees who will contribute to the sick leave bank so that eligibility can be established as of July 1, 1994 and each year thereafter.

Employees may apply for up to a maximum of twenty (20) days. The District shall allocate one hundred (100) days annually to fund this bank. In order to participate in the Sick Bank, members must contribute one (1) sick day per year. Employees will be given an opportunity to join the Sick Bank each year. All applications for Sick Bank use must be accompanied by a doctor's note verifying the medical need to be out of work. Application for Sick Bank use must be approved by the Sick Bank Committee, which will be comprised of the Assistant Superintendent for Human Resources and Leadership Development and the STU President. In the event the Committee is deadlocked between approval or rejection of a Sick Bank application, a third person shall be used in order to break the tie. One person from management (Transportation Supervisor) and one person from the Union (Vice-President) shall serve as the tie breaker serving on a rotational, case-by-case basis. The decision of the Committee shall be final and not subject to the grievance procedure.

Employees must exhaust all sick leave accruals prior to using Sick Bank time. This Sick Bank is intended for employees with catastrophic illness or injury that prevents them from working.

- C. Death in the Family: Members of the bargaining unit shall be entitled to three (3) leave days per school year, with pay, for death in the family. "Family" shall be defined for this purpose to include spouse, children, mother, father, mother-in-law, father-in-law, sister, brother, sister-in-law, brother-in-law, or a person with whom the member has had an unusually close relationship. Additional leave without pay may be granted upon application and approval of same by the Assistant Superintendent for Human Resources and Leadership Development.
- D. Personal Leave: Members of the bargaining unit shall be entitled to two (2) days per school year for emergency or special event.

ARTICLE 7

Salary

A. Salary Schedule:

1. In 2021-22, the salary schedule will be increased by one point five percent (1.5%) and step movement will take place where applicable.
2. In 2022-23, the salary schedule will be increased by one point five percent (1.5%) and step movement will take place where applicable.

Members of the bargaining unit whose employment begins prior to February 1 of any school year will be advanced one step on the appropriate schedule as of July 1 of the following school year; members whose employment begins between February 1 and the close of the school year will be advanced one step on the appropriate schedule as of the July following completion of a full year's service.
(See Appendix A)

- B. Longevity: The longevity payment for Large Bus Drivers and Van and Station Wagon Drivers shall be \$.75 per hour. In order to be eligible for longevity, the employee must have worked fifteen (15) years of service with the District and completed the top step of the schedule. Employees who complete 20 years of service shall receive an additional \$.75 per hour.
- C. Overtime: Bus Drivers must be assigned thirty (30) hours per week in order to be eligible for overtime. Drivers assigned overtime between the hours of 6:00 p.m.

and 12:00 a.m. will be compensated at one and one half times their normal hourly rate. Drivers assigned to work after 12:00 a.m., but ending before 6 a.m., will be compensated at two times their normal hourly rate. Drivers assigned to work on Saturday will be compensated at one and one half their normal hourly rate. Drivers assigned to work on Sundays and holidays will be compensated at two times their normal hourly rate.

- D. OT/Athletic/Field Trips: A list for overtime/field trip and athletic trip assignments shall be established. This list shall be updated annually. Overtime trips shall be assigned on a rotational basis. The current athletic field shuttle route will be not be subject to this provision. If an athletic or field trip is cancelled, the driver will remain on the list for the next available unassigned trip. This list shall be posted in the transportation garage and will be updated as necessary. Prior to calling in alternate drivers, the School District shall make every effort to use regularly scheduled bus drivers based upon the athletic/field trip overtime list. However, all sub/alternate drivers, currently on the alphabetical/rotational list at the time of the signing of this Agreement, shall remain on the list and receive trips based upon the alphabetical/ rotational list of trip assignments. All athletic and field trip assignments should be made in a prompt manner by the School District.

ARTICLE 8

Holidays

Employees shall be granted paid holidays per the following schedule:

- Labor Day
- Rosh Hashanah
- Columbus Day
- Veterans Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Day
- Day after Christmas
- New Year's Eve
- New Year's Day
- Martin Luther King Day
- Presidents' Day
- Memorial Day

Employees hired on or after September 1, 2014 shall be paid for a maximum of six (6) holidays, based on the order in which the holidays fall in the school calendar. Employees hired after the start of the school year shall be paid for the holidays remaining in the school year, up to a maximum of six (6). Upon completion of three (3) years of service in the District, employees shall be paid for the full complement of thirteen (13) holidays. Upon reaching the end of the duration of this Agreement, eligibility to be paid for the full complement of holidays will require the completion of five (5) years of service in the District, unless otherwise negotiated.

ARTICLE 9

Health Insurance & Eyeglass Reimbursement

- A. **Health Insurance:** The Board shall pay the full cost of family coverage under the District's health insurance plan during the term of this Agreement for employees who work thirty (30) hours per week or earn at least \$15,000 a year.
- B. **Eyeglass Reimbursement:** The School District shall reimburse employees for up to a maximum of \$100.00 annually towards the purchase of optical services. This may be applied to an eye exam or the purchase of prescription glasses or sunglasses. The employee must present a receipt for reimbursement.
- C. **Health Insurance:** Those employees eligible to receive health insurance shall contribute to the premium as follows:

Effective July 1, 2021 – June 30, 2023 – 2.0%
- D. **Dental Plan Payroll Deduction:** Employees participating in the CSEA Dental Plan are eligible to make payment via payroll deduction.

***All contributions shall be deducted on a pre-tax 125 plan.**

ARTICLE 10

Medical Examination

The Board of Education shall pay 100% for medical exams performed by the school physician as required by law.

ARTICLE 11

Workers' Compensation

The Board shall pay the full premium of an employee's participation in the District's workers' compensation plan.

ARTICLE 12

Commercial Drivers License (CDL)

The Board shall pay for the newly required federal commercial drivers' license as administered by the State Department of Motor Vehicle Bureau for employees hired on or before January 1, 1991. The District shall pay the cost of such license and test one time and shall not pay for renewals or if employees are required to take the test a second time (new employees are not included).

ARTICLE 13

Grievance Procedure

- A. Declaration of Policy: It is the declared purpose of these procedures to provide a means of orderly settlement of differences between the parties, promptly and fairly as they arise. Parties will make a sincere and determined effort to resolve all grievances in an informal way and at the earliest level possible.
- B. Definitions:
1. "Grievance" shall mean a claim by an employee or group of employees that there has been a violation, misinterpretation, misapplication or inequitable application of the provisions of this Agreement.
 2. "Grievant" shall mean an employee or group of employees having the same grievance. The Association may bring a grievance if it affects a group of employees and appears to have system-wide implication.
 3. "Days" when used in this Article shall mean calendar days when school is in session.
- C. Basic Principles:
1. At all stages of this procedure the employee shall have the right to be represented by the Association or persons of his or her own choice. If such

person is not a representative of the Association, the Association shall have the right to be present and to be heard at all stages.

2. All hearings shall be confidential.
3. Hearing shall be held after the workday, except by mutual agreement of the parties.
4. The parties agree to facilitate the investigation of any grievance by making available material and relevant documents concerning the alleged grievance except as such documents may be confidential memoranda or working papers.
5. No reference to or records of a grievance shall be placed in the grievant's file.
6. No interference, coercion, restraint, discrimination or reprisal will be taken by the Board against the grievant, any representative of the Association, any other participant in the grievance procedure or any other person by reason of such grievance or participation therein.

D. Level I - Immediate Supervisor:

1. Within twenty (20) days of the action complained of, an employee may present his or her grievance in writing to the Immediate Supervisor. The statement of the grievance must set forth the specific act or acts complained of, the identity of the person responsible for the act or acts if known, a general statement of the nature of the grievance, the specific clause or clauses of this Agreement alleged to have been violated, and the redress sought.
2. Within seven (7) days after receipt of the grievance the Immediate Supervisor shall hold a meeting with the grievant and his or her representative. The Immediate Supervisor shall render a decision in writing setting forth the reasons for the decision no later than five (5) days after such meeting.

E. Level II - Superintendent of Schools:

1. If the grievance is not satisfactorily resolved at Level I, within ten (10) days after the decision of the Immediate Supervisor, the grievant may file an appeal in writing with the Superintendent of Schools.
2. Within ten (10) days after receipt of the appeal, the Superintendent or his designee shall hold a hearing at which the grievant and his or her representative shall be present.

3. Within ten (10) school days after the conclusion of the hearing, the Superintendent or his designee shall render a decision in writing, setting forth the reasons for the decision, to the grievant and the Association.

F. Level III – Arbitration:

1. If the grievance is not satisfactorily resolved at Level II, within fifteen (15) days after the decision of the Superintendent or his designee, the grievant or the Association may submit the grievance to arbitration, with the selection of the arbitrator and the proceedings to be governed by the Voluntary Labor Arbitration Rules of the American Arbitration Association.
2. The decision of the arbitrator shall be advisory only.
3. The arbitrator's charges shall be shared equally by the parties.

ARTICLE 14

Non-Discrimination

The Board and the Association agree to continue the policy of not discriminating against any member of the bargaining unit on the basis of race, creed, color, national origin, sex, marital status or age.

ARTICLE 15

Savings Clause

If any provision of this Agreement shall be held contrary to law, then such provision shall not be applicable nor performed nor enforced except to the extent permitted by law but all such other provisions of this Agreement shall remain in full force and effect.

ARTICLE 16

Board Rights

Except as specifically and expressly modified by the terms of this Agreement, the Board retains the sole and exclusive right to manage, direct and supervise the affairs of the School District and the exercise of such right shall not be subject to the grievance procedure set forth in this Agreement.

ARTICLE 17

Evaluations

A joint committee of equal numbers of management and the CSEA Transportation Unit shall meet for the purpose of establishing procedures for the annual evaluation of employees. This evaluation shall not be tied to wages or longevity.

ARTICLE 18

No Strike Provision

The Association affirms that it does not and will not assert the right to strike against the Board and that it does not and will not assist or participate in any such strike, work stoppage or other concerted refusal to perform work, or impose any obligation to conduct, assist or participate in any such strike, work stoppage or other concerted refusal to perform work.

ARTICLE 19

Legislative Action

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

ARTICLE 20

Sub-Contracting

During the term of the Agreement, the Board agrees that it will not sub-contract bargaining unit work.

ARTICLE 21

The parties agree to commence negotiations for a successor agreement no later April 15 of the year the AGREEMENT expires.

ARTICLE 22

Duration and Scope of Agreement

- A. This Agreement shall become effective July 1, 2021 and shall remain in full force and effect until June 30, 2023.
- B. This Agreement constitutes the full and complete agreement between the parties and shall not be modified, deleted from, added to, superseded or altered without the written agreement of the parties after appropriate good faith negotiations.

IN WITNESS WHEREOF, the parties have duly executed this Agreement the 4th day of May, 2022.

**BOARD OF EDUCATION OF SCARSDALE
UNION FREE SCHOOL DISTRICT**

**SCARSDALE TRANSPORTATION UNIT,
CSEA**

Karen Ceske
BY: Karen Ceske (May 4, 2022 12:49 EDT)
President, Board of Education

[Signature]
BY: 5/8/2022
Superintendent of Schools

[Signature]
BY: 5/8/2022
Chief Negotiator

BY: _____
President, CSEA

BY: [Signature]
Labor Relations Specialist, CSEA

SALARY SCHEDULES

2021-22 Salary Schedule (1.5% incr.)			2022-23 Salary Schedule (1.5% incr.)		
	Sm Bus	Lg Bus		Sm Bus	Lg Bus
1	\$17.82	\$19.91	1	\$18.09	\$20.21
2	\$18.27	\$20.41	2	\$18.54	\$20.72
3	\$18.74	\$20.91	3	\$19.02	\$21.22
4	\$19.16	\$21.44	4	\$19.45	\$21.76
5	\$19.66	\$21.95	5	\$19.96	\$22.28
6	\$20.17	\$22.54	6	\$20.47	\$22.88
7	\$20.67	\$23.08	7	\$20.98	\$23.43
8	\$21.17	\$23.68	8	\$21.49	\$24.04
9	\$21.69	\$24.25	9	\$22.02	\$24.61
10	\$22.26	\$24.87	10	\$22.59	\$25.24
11	\$22.80	\$25.46	11	\$23.14	\$25.84
12	\$23.38	\$26.11	12	\$23.73	\$26.50
13	\$23.86	\$26.76	13	\$24.22	\$27.16
14	\$24.58	\$27.45	14	\$24.95	\$27.86
15	\$25.21	\$28.14	15	\$25.59	\$28.56
L	\$25.96	\$28.89	L	\$26.34	\$29.31
LL	\$26.71	\$29.64	LL	\$27.09	\$30.06

*After the completion of 15 years

**After the completion of 20 years



Local 1000, AFSCME, AFL-CIO
143 Washington Ave., Albany, NY 12210

Mary E. Sullivan, President

