

AGREEMENT

by and between the
DUNDEE CENTRAL
SCHOOL DISTRICT

and
CSEA, Local 1000 AFSCME,
AFL-CIO



Dundee CSD Unit #9305-00
Yates County Local 862

July 1, 2016 - June 30, 2019

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Agreement

This Agreement is made pursuant to Article 14 of the Civil Service Law of New York State and entered into May, 2016 (subject to ratification) between the Dundee Central School District, hereinafter referred to as the "Employer" and the Civil Service Employees' Association, Inc., Local 1000, AFSCME, AFL-CIO, Dundee School Unit, Yates County Local 862 hereinafter referred to as the "Association".

ARTICLE I
Recognition

The Employer hereby recognizes the Civil Service Employees Association, Inc., Local 1000, AFSCME, AFL-CIO, Dundee School Unit, Yates County Local 862, as the sole and exclusive negotiating agent of the non-teaching employees of the Employer excluding the Business Administrator, Cook Manager, Secretary to the Superintendent, Head Bus Mechanic, Supervisor of Buildings and Grounds, Account Clerk/Treasurer, School Case Worker; those positions that are management and/or confidential, and any title that is covered under another contract for the maximum period permitted by law upon the date to execution of this Agreement; and specifically the non-teaching employees that are recognized by the Yates County Civil Service, which include, but are not limited to: Bus Drivers, Cafeteria Employees, Head Custodians, Custodians, Cleaners, Building Maintenance Personnel, Secretaries, Clerks, Teacher Aides, Garage Mechanic, Garage Labor, Groundskeeper/Bus Driver, Mechanic/Bus Driver, Registered Nurse, LPN/Aide, LPN, Computer Aide, Receptionist Typist/Attendance Clerk, Computer Technician, School Bus Attendant and Receptionist Typist.

ARTICLE II

Management Rights

Any and all rights, powers and authority the Employer had prior to entering this Agreement are retained by the Employer, except as expressly and specifically abridged, delegated, granted or modified by this Agreement.

ARTICLE III

Association Rights

The Association shall have the sole and exclusive right with respect to other employee organizations to represent all employees in the heretofore defined bargaining unit in any and all proceedings under the Public Employees' Fair Employment Act; under any other applicable law, rule, regulation or statute, under the terms and conditions of this agreement; to designate its own representatives and to appear before appropriate officials of the Employer to effect such representation; to direct, manage and govern its own affairs; to determine those terms and conditions of employment which the membership wishes to negotiate and to pursue all such objectives free from any interference, restraint, coercion or discrimination by the Employer or any of its agents. The Association shall have the sole and exclusive right to pursue any terms and conditions of employment or issue regarding application or interpretation of this contract, grievance and appeal procedure in this Agreement and to pursue any matter or issue to any court of competent jurisdiction, whichever is appropriate.

ARTICLE IV
Rights of Employees

Section 1

Employees may join and take an active role in the activities of the Association without fear of any kind of reprisals from the Employer or its Agents.

Section 2

An employee may bring matters of personal concern to the attention of the appropriate employer's representatives and officials in accordance with the applicable laws and rules. The Employee may choose his own representative or appear alone in a grievance or appeal proceedings with the exception that the Association must be permitted entrance to all such proceedings if and when requested by the employee and must be informed immediately of any decisions surrounding the case.

Section 3

Association meetings will be conducted in a manner not to interfere with the normal operations of the school district or the normal job functions of any employee(s) provided, however, that this clause shall in no way be interpreted to abridge the rights provided for in Article XIX of this agreement.

ARTICLE V

Duration

This Agreement and any written amendments made and annexed hereto, shall continue in full force and effect until midnight, June 30, 2019, and commence on July 1, 2016.