AGREEMENT

BETWEEN

QUEENSURY UNION FREE SCHOOL DISTRICT

AND

QUEENSURY SCHOOL BUILDINGS AND GROUNDS Association
UNIT 9013 OF CSEA, INC. LOCAL 1000 AFSCME, AFL-CIO

July 1, 2019 – June 30, 2022
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RECOGNITION AGREEMENT

BOARD OF EDUCATION
OF
QUEENSBURG UNION FREE SCHOOL DISTRICT

AND

QUEENSURY SCHOOL BUILDINGS AND GROUNDS ASSOCIATION UNIT 9013
OF CSEA, INC. LOCAL 1000 AFSCME, AFL-CIO

This agreement is made and entered into this ____ day of January, 2020, by and between the Queensbury Union Free School District Board of Education (hereinafter referred to as the Board) and the Queensbury School Buildings and Grounds Association, CSEA Local #9013, (hereinafter referred to as the Association.) This agreement is negotiated pursuant to Article 14 of the Civil Service Law of the State of New York.

ARTICLE I
RECOGNITION

The Board recognizes the Association as the sole and exclusive bargaining agent for the purpose of collective bargaining with respect to terms and conditions of employment for full-time and regular part-time cleaners, custodians, groundskeepers, maintenance, messenger (courier), and computer technician employees employed by the Board, excluding Asst. Superintendent for Business Secretary, Asst. Superintendent for Curriculum and Instruction Secretary, Account Clerk/Typist, Superintendent Secretary, Account Clerk-Treasurer, Payroll Clerk, Transportation Supervisor, Head Bus Driver, Superintendent of Buildings and Grounds, Maintenance Heads, Head Custodians, Computer Coordinator, Technology Mechanic/Safety Coordinator, Assistant Superintendent for Business, and all other
employees, supervisors, managerial employees and confidential employees.

ARTICLE II

PRINCIPLES

1. **Right to join or not to join.** It is further recognized that the employee has the right to join or not to join an employee organization but membership shall not be a prerequisite for employment or continuation of employment of any employee.

2. This recognition constitutes an agreement between the Board and the Association to reach mutual understandings regarding matters related to terms and conditions of employment. The Board and the Association recognize that Queensbury School System must operate in accordance with all statutory provisions of the State, and such other rules and regulations as are promulgated by the Commissioner of Education in accordance with such statutes.

3. It is recognized that members of the Buildings and Grounds staff perform an essential function in facilitating the educational program, and that the success of this program in the district depends upon the maximum utilization of the abilities of Buildings and Grounds personnel who are satisfied with the conditions under which their services are rendered.

ARTICLE III

DUES DEDUCTIONS AND ASSOCIATION RIGHTS

SECTION I

The Board agrees to deduct from the wages of each employee in the bargaining unit from whom it has received a currently effective written authorization executed by such individual employee in amounts certified by the Association
and agreed to by such employee, and will transmit such monies within fourteen (14) days after collection to the Treasurer of the Association.

SECTION 2

The Board agrees to also deduct from the wages of each employee in the bargaining unit from whom it has received a currently effective written authorization executed by such individual employee for contributions to the TCT Federal Credit Union.

SECTION 3

A copy of the agenda for each meeting of the Board of Education will be made available to the President of the Association.

SECTION 4

The Board shall furnish designated space on existing bulletin boards in each building for the purpose of posting Association announcements and meeting notices.

SECTION 5

As long as it is required by statute, within 30 days of an employee first being employed or reemployed by the District, the District will notify the CSEA Unit President, with a copy to the Labor Relations Specialist, of the employee’s name, address, job title, and work location.

SECTION 6

As long as it is required by statute, within 30 days of providing the notice in Section 5 above, the District shall allow a duly appointed representative of CSEA to meet with such employee for a period up to thirty (30) minutes during
his or her work time without charge to leave credits; however, the arrangement for such meeting must be scheduled in consultation with the District's Director of Facilities or his designee.

SECTION 7

As long as it is required by statute, the District agrees to provide the CSEA with a complete list of employees with addresses and job titles upon request, but not more than twice a year.

ARTICLE IV

PROCEDURES FOR CONDUCTING NEGOTIATIONS

Upon a request of either party for a meeting to open negotiations for a successor contract, a mutually acceptable date shall be set not more than fifteen (15) days following such request. Such request shall be made between December 1 and December 15 of the last year of the existing contract. Following the request, each party will have a maximum of fifteen (15) days to formally open negotiations.

ARTICLE V

GENERAL

The parties recognize that this Agreement has been entered into pursuant to the Public Employees' Fair Employment Act. If any provisions of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed to be valid and subsisting, except to the extent permitted by law, but all other provisions or applications will continue in full force and effect.

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 has given approval.

ARTICLE VI

COMPENSATION

SECTION 1 - NOTIFICATION OF SALARY

Employees will receive written notice of their salary for the new budget year at least thirty (30) days prior to July 1 each year, providing a contract for the school year beginning in July has been agreed to for at least thirty (30) days. In the event a contract has not been agreed to for at least thirty (30) days prior to July 1, employees will receive salary notices within thirty (30) days after the contract is signed. To be eligible to move to the next step in July, an employee must be employed on January 1 or before.

SECTION 2 - OUT OF TITLE PAY

Any personnel assigned by management to a higher salary classification due to another employee's absence and who performs the majority of the duties of the job associated with the higher classification for five consecutive days shall receive the wages for the higher classification. It is understood that Buildings and Grounds personnel will not be responsible for disciplining of students.

SECTION 3 - SALARY

Attached to this contract are copies of the 2019-20, 2020-21, 2021-22 salary schedules. The Board of Education may
exceed a salary schedule at its discretion. There will be no retroactive pay or benefits for those not employed by the School District as of the date of the execution of this Agreement.

SECTION 4 - SHIFT DIFFERENTIAL

Second shift custodians and night watchmen shall receive a differential added to their base rate as determined by the attached salary schedule; night leaders shall receive a differential added to their base rate as determined by the attached salary schedule.

SECTION 5 - OVERTIME

The regular workweek for Buildings and Grounds personnel will continue to be Monday through Friday unless they have been or are specifically hired for a different time. All Buildings and Grounds personnel required to work beyond their regular workday will receive regular pay for those hours worked in addition up to eight (8) hours a day. Those who work beyond eight (8) hours in any one day will be entitled to time and one-half for every hour beyond the eight (8). All hours worked beyond forty (40) in any week will be paid time and one-half. Any Buildings and Grounds worker called in after regular hours will be guaranteed at least two (2) hours pay. This does not include time immediately before or immediately after a regular workday or pre-scheduled work. All overtime must be authorized and have the prior approval of the employee's supervisor, except in the case of an emergency. A list of employees desiring to work overtime within each building and job
title will be maintained and overtime offered on a rotational basis by seniority. If an employee has been offered work and refuses it, such overtime will go to the next person on the list. If the list has been exhausted, a list of all employees in inverse order of seniority will be used and mandatory overtime will be necessary.

SECTION 6 - 10 HOUR WORK DAYS

The District may schedule a workweek of four (4) 10 hour days for specific civil service positions. The District will post the four (4) 10 hour day workweek position in accordance with XVI of the Collective Bargaining Agreement. Any employee working the four (4) 10 hour day workweek will be paid straight time at the employee’s hourly rate for such ten (10) hours, and said employee’s leave accruals shall be converted to hours that are the same number of hours as employees working a workweek of five (5) 8 hour days, but taken in 10 hour intervals.

ARTICLE VII

PAID VACATIONS

All twelve (12) month employees will be entitled to vacation time as follows:

<table>
<thead>
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<th>Time in Service</th>
<th>Paid Vacation Time</th>
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<tr>
<td>under 10 months</td>
<td>1 day per every full month worked, per year</td>
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<tr>
<td>1 year</td>
<td>10 days per year</td>
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<tr>
<td>after 8 years</td>
<td>15 days per year</td>
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<tr>
<td>after 10 years</td>
<td>16 days per year</td>
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<tr>
<td>after 11 years</td>
<td>17 days per year</td>
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<tr>
<td>after 12 years</td>
<td>18 days per year</td>
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after 13 years 19 days per year
after 14 years 20 days per year

Months of service will be counted which occur prior to July 1 of the summer when the vacation period begins. The employee must be on the payroll for a complete month for the month to count as a month. Continuous years of service will be measured from the date regular employment began. Except for disciplinary terminations, any termination of employment prior to July 1 will result in pro rata payment to the employee for any vacation time accumulated to the date of termination. In the event of death said time will be paid to the estate. Employee request for a particular vacation time will be considered for any time during the year on the basis of seniority.

Payment for an employee's vacation will be made prior to the scheduled vacation if the District receives a written request four weeks in advance of the commencement of the vacation.

ARTICLE VIII

PAID HOLIDAYS

SECTION 1

The following schedule shall apply for twelve month workers. Ten month workers will not be entitled to holidays falling during the school's summer recess unless they work at least one (1) full week in August, in which case they will be entitled to Labor Day.

New Year's Day
Martin Luther King, Jr. Day
Washington or Lincoln's Birthday
Good Friday
Memorial Day
Independence Day
Labor Day
Columbus Day
Veterans Day
Thanksgiving Day
Day after Thanksgiving Day
Working Day before Christmas Day
Christmas Day
Working Day before New Year's Day

SECTION 2

In the event one of the above holidays should be scheduled as a
day of school, a compensating day shall be given in lieu of the
holiday.

SECTION 3

For an employee to be paid for a holiday, the employee must work
the working day before as well as the working day after the
holiday unless his absence is excused for legitimate reasons.

ARTICLE IX

INSURANCE BENEFITS

SECTION 1 - New York State Disability Insurance

All non-certified people appointed to work on a permanent basis,
at least three (3) hours a school day, ten (10) months a year,
will be entitled to Disability Insurance.

SECTION 2 - Health Insurance

To be eligible for health insurance an employee must work
thirty (30) hours a week and be working in a position expected to
last for six (6) months. However, part-time employees who worked
between 20 hours and 30 hours as of July 1, 2010 and who
currently take health insurance will continue to be able to take
such health insurance as long as their employment with the school
district is continuous. The District will make the BOCES
Consortium Trust PPO health insurance plan, BOCES Consortium
Trust Alternate PPO health insurance plan, and the BOCES
Consortium Trust HRA health insurance plan available to eligible employees in the bargaining unit. Effective July 1, 2019, the District will pay 81% of the premium of the BOCES Consortium Trust Alternate PPO Plan and 85% of the premium of the BOCES Consortium Trust HRA Plan; effective July 1, 2020, the District will pay 80% of the premium of the BOCES Consortium Trust Alternate PPO Plan, and 85% of the premium of the BOCES Consortium Trust HRA Plan; and July 1, 2021, the District will pay 79% of the BOCES Consortium Trust Alternate PPO Plan and 80% of the premium of the BOCES Consortium Trust HRA Plan. If the employee selects the BOCES Trust PPO Plan, the employee will pay 100% of the difference in premium between the BOCES Consortium Trust PPO Plan and the BOCES Consortium Trust Alternate PPO Plan. Effective July 1, 2020, any employee hired on or after July 1, 2020 will have to pay 100% of the difference in the premium of the BOCES Consortium Trust PPO Plan or the BOCES Consortium Trust Alternate PPO Plan and the BOCES Consortium Trust HRA Plan, if such employee selects the BOCES Consortium Trust PPO Plan or the BOCES Consortium Trust Alternate PPO Plan.

Unit members hired on or before 6/30/07 who have worked a minimum of ten (10) years full time equivalent service with the District immediately prior to retirement; those hired on or after 7/1/07, but before July 1, 2017, who have worked a minimum of thirteen (13) years full time equivalent service with the District immediately prior to retirement; those hired on or after July 1, 2017, but before July 1, 2019, who have worked a minimum of fifteen (15) years of full time service with the District immediately prior to retirement; and those hired on or after July 1, 2019 who have worked a minimum of twenty (20) years full time
equivalent service with the District immediately prior to retirement, and who (1) retire pursuant to the terms of the New York State Employees Retirement System and (2) who are members of the District Health Insurance Program at the time of retirement may elect to exercise one of the following options. Once an option has been implemented, changing options is not allowed.

OPTION I
One (1) month of free basic health insurance for each four (4) days of accumulated sick leave up to a maximum of 275 days at the time of retirement.

OPTION II
One (1) month of free dental insurance for each two (2) days of accumulated sick leave up to a maximum of 275 days at the time of retirement.

OPTION III
One (1) month of free basic health and dental insurance for each six (6) days of accumulated sick leave up to a maximum of 275 days at the time of retirement.

In the event of the death of an active employee, the District will automatically cover the cost of the first three (3) months of basic health insurance for the surviving/designated spouse. Additionally, if the employee has accumulated sufficient sick time, the District will cover the cost of basic health insurance up to a maximum of six (6) months (i.e. six (6) months x four (4) days = 24 days of accumulated sick leave).
ARTICLE X

SICK LEAVE

SECTION 1

Buildings and Grounds personnel must be employed by the District at least three (3) months before being eligible for sick leave. Full-time personnel (twelve months) shall be entitled to seventeen (17) days of sick leave for each school year for: personal illness, quarantine, illness in the immediate family. Ten month employees shall be entitled to twelve (12) days of sick leave for the same purposes as twelve month employees. Effective July 1, 2007, part-time twelve month employees who work at least five (5) hours per day will each receive twelve (12) days of sick leave for the same purposes as twelve month full-time employees. Part-time ten and twelve month personnel working at least three (3) hours per day will each receive seven (7) days of sick leave for the same purpose as twelve month full-time employees. All Buildings and Grounds personnel may accumulate up to a maximum of 275 sick leave days.

SECTION 2

If an employee is absent and receives an award of Workers' Compensation, the employer will allow the employee to draw on accumulated sick leave, if available, during the employee's absence from work. The employer will restore the employee's accumulated sick leave based on the amount of the compensation award divided by the daily sick leave pay received by the employee during the absence. The Board of Education will provide
reimbursement for repair or value, whichever is less, of clothing and personal effects damaged or destroyed during the course of an accident to an employee as a result of an assault suffered while acting in the discharge of duties within the scope of employment, providing the loss is not caused by negligence of the claimant. Personal effects will not include automobiles or other vehicles.

Section 3
For 10 month employees employed prior to October 1, and for 12 month employees employed prior to August 1: If an employee has not used any sick leave or leave without pay during the contract year, the employee will receive a stipend of $500. If an employee has used between 0 and up to one day of sick leave and no leave without pay during the contract year, the employee will receive a stipend of $250. If an employee has used between 1 and up to 2 days of sick leave and no leave without pay during the contract year, the employee will receive a stipend of $150. If an employee used between 2 and up to 3 days of sick leave and no leave without pay during the contract year, the employee will receive a stipend of $75.

ARTICLE XI
PERSONAL LEAVE

SECTION 1
All requests for personal leave must be applied for on a form designated for that purpose and submitted to the employee's immediate supervisor. Personal day applications must be submitted to your immediate supervisor 48 hours prior to the requested date, unless an emergency situation arises that does not allow for notification. Examples of such emergencies would be: flooding, house fire, electrical outage, etc.
SECTION 2

Only absences for such emergency personal business as cannot be scheduled on other than a workday may be approved.

SECTION 3

No more than three (3) days personal leave per year may be granted for full-time personnel (twelve month employees) and two (2) days for part-time personnel (ten month employees). Personal leave may not be used to extend a holiday or vacation.

SECTION 4

Leaves of absence without pay or benefits may be granted to an employee for up to one (1) year at the discretion of the District.

SECTION 5

In the event that the request for absence for personal leave is of such a nature that the employee would prefer not to discuss the matter with his immediate supervisor, the request can be made directly to the Assistant Superintendent for Business. In cases involving intimate personal concerns or where privacy is a matter of urgency, the Assistant Superintendent for Business may grant the personal day based solely on the request for the leave.

SECTION 6

If an employee uses only one (1) personal day during a school year, the two (2) unused personal days will be accumulated as one day of additional sick leave to be added to the employee’s sick leave the first day of the following school year. This benefit will be processed on July 1 of the current year. Effective July 1, 2010, if an employee uses two (2) emergency days, the remaining unused emergency day will be added to the employee’s sick leave the first day of the following year.
ARTICLE XII

BEREAVEMENT LEAVE

In the event of death in the immediate family (mother, father, grandparents, wife, husband, child, sister, brother, mother-in-law, father-in-law, sister-in-law, brother-in-law, daughter-in-law, son-in-law, grandchildren, step-children, step-parents), bereavement leave of up to five (5) consecutive working days will be granted with pay for each occurrence. These days are to be used within 15 calendar days of the death. Required and approved attendance at any other funeral will be considered a personal day.

ARTICLE XIII

JURY DUTY

Time will be allowed for all employees who are required to report for jury duty. Any money received for jury duty, which was earned during a time when normally working, will be deducted from the pay of the employee.

ARTICLE XIV

NEW YORK STATE EMPLOYEES' RETIREMENT

The School District offers the 75G retirement plan with Option 41J (permitting employees to use sick time for retirement) to eligible employees of the School District.

ARTICLE XV

RIGHT OF RE-EMPLOYMENT

When an employee must leave employment due to family crisis, he or she will be given first choice in the same or an equivalent job when it opens providing they have indicated a desire to return to work. Those leaving after January 1st will be entitled to come back on the next step from the one on at the time they left providing there is a next step.
ARTICLE XVI

NOTICE OF VACANCY

The Association will be given notice of vacancies in all positions represented in this agreement. This notice will be given at least fourteen (14) days prior to the filling of the vacancy. Notice of Buildings and Grounds job openings will be sent to the president or other designated official of the Association at least one (1) day prior to being sent to the newspaper for advertising. Employees who desire to apply for such vacancies shall submit their applications in writing to the designated administrator within the time period specified in the notice. The District will make a good faith effort to fill such permanent vacancies within sixty (60) calendar days from the date the position becomes permanently vacant.

ARTICLE XVII

UNIFORM, TOOL, LICENSING PROVISION

Members of the Buildings and Grounds department will be furnished five (5) uniforms per year and must wear the appropriate summer and winter seasonal uniforms provided by the District. CSEA may provide input to the District regarding the appropriate seasonal uniform, but the District reserves its right to select the appropriate seasonal uniform. Employees will be allowed to keep their respective uniforms after the School District has determined that the individual's uniform no longer has any use and replaced the uniform. Buildings and Grounds personnel may use Carhartt pants as part of their uniform. All Buildings and Grounds personnel must wear steel-toed safety shoes unless they present a medical excuse from a physician. The District will give an allowance of $200 to purchase steel-toed shoes or OSHA compliant protective footwear. Stores will bill back the District up
to the aforementioned $200 per set of shoes. Shoes will be replaced when requested if management agrees with the need. Maintenance workers and groundskeepers will be provided at least $400 worth of personal tools each year which will be their responsibility. The District will pay for special drivers' licenses they expect employees to maintain. The District will not require employees to obtain or maintain a CDL license unless the employee’s job title duties and responsibilities include the operation of District vehicles or equipment that require a CDL license. The District will provide reimbursement for winter apparel for all maintenance staff, first shift cleaners, the messenger (courier) and two management-designated second shift cleaners per building up to $200 every two years for necessary and appropriate winter apparel for those who routinely do snow removal. If the employee voluntarily resigns from the District within six (6) months after the District provided the monetary reimbursements referenced herein, the employee shall repay the District the amount of such monetary reimbursements. The District may recoup such amounts from the employee’s final paycheck.

ARTICLE XVIII
RECOGNITION OF IMPROVEMENT

Buildings and Grounds supervisors will advise the Assistant Superintendent for Business of Buildings and Grounds Employees who attend a course to improve their job knowledge. Such information will be brought to the attention of the Board of Education. If the School District advises an employee, in writing, to take a course, any tuition, lab fees and book expenses paid by the employee shall be reimbursed to the employee by the School District.
ARTICLE XIX

SENIORITY

SECTION 1
If any Buildings and Grounds position in the School District is abolished or terminated, the services of any employee covered by this agreement having the least seniority within that position or comparable job position will be terminated. The decision on comparability will be made by the School District.

SECTION 2
The School District will maintain the seniority list and will update the seniority list at least annually. The School District will provide a copy of the Seniority list to the Association.

ARTICLE XX

EMPLOYEE EVALUATION

SECTION 1
Any evaluation sheets completed on employees will be reviewed with the employee, and the employee will be given an opportunity to sign the sheet.

SECTION 2
Every effort will be made to conduct evaluations or observations for the purpose of evaluations at least once each school year for all employees who have been employed by the School District for at least sixty (60) days.

SECTION 3
Any evaluation sheets completed on employees will be reviewed with the employee. No material will be placed in an employee's
personnel file unless the employee has had an opportunity to see and sign it beforehand and add comments. The employee will receive a copy of the evaluation sheets after he has signed it or had the opportunity to sign it. If an employee refuses to sign, the School District may have a witness sign to acknowledge that the employee had the opportunity to sign it.

ARTICLE XXI

EMPLOYEE GRIEVANCE PROCEDURE

The parties hereby agree to the following procedures in handling grievances:

1. First Stage: When a grievance is made by an employee, the employee should orally and informally confer with his immediate supervisor or superior endeavoring to resolve the problem. No grievance shall be processed beyond the first stage by an individual employee unless the Union consents to the processing of the grievance.

2. Second Stage: If the grievance is not resolved informally at the first stage, the employee may request in a written statement a review of the determination of the immediate supervisor or superior by the School Superintendent, or his designee.

3. Third Stage: If the aggrieved employee is not satisfied with the decision of the School Superintendent or his designee, the employee may appeal directly to the Board of Education. Such an appeal shall be made in the form of written statement directed to the Board of Education with copies to the immediate supervisor or superior involved and to the School Superintendent. Such appeal shall be made within five (5)
calendar days after the School Superintendent has rendered his
decision at the second stage. The grievance shall then be
presented to the Board of Education by the aggrieved employee
at the next regularly scheduled Board meeting provided the
appeal is made at least ten (10) calendar days prior to the
Board meeting. Any appeal made less than ten (10) calendar
days prior to the next regularly scheduled Board meeting may,
in the discretion of the Board, be considered at the next
subsequent Board meeting. The Board of Education will render
its final decision within ten (10) calendar days after said
meeting.

4. **Fourth Stage:** If the aggrieved employee and the Association
are not satisfied with the decision of the Board of Education,
the aggrieved employee and the Association may, within ten
(10) calendar days from the date of the receipt of the
decision request that the grievance be submitted to
arbitration. The request shall be made to the President of
the Board of Education. The Association shall then notify the
American Arbitration Association and the parties will be bound
by the rules and procedures of the American Arbitration
Association. The arbitrator's decision shall be in writing
and shall set forth his findings of fact, reasoning, and
conclusion regarding the issues. The arbitrator shall have
not power to add to, subtract from, modify or expand the
provisions of this Agreement, and shall consider the precise
issue presented to him. The arbitrator's decision shall be
final and binding on the parties.

5. **General Provisions:** The following shall apply to this entire
grievance procedure:

a) A grievance is defined as a claimed violation of this Agreement with respect to its application or interpretation.

b) Throughout all stages of the grievance procedure, the aggrieved employee may have a representative who may either be an attorney or any other person selected by the employee.

c) All hearings shall be confidential.

d) The written grievance referred to in the Second and Third Stages of the grievance procedure shall be presented in document form stating the name and position of the aggrieved employee, the identity of the provisions of this Agreement involved in said grievance, the time when and the place where the alleged events or conditions constituting the alleged breach of this Agreement existed, the identity of the party responsible for causing said events or conditions, a statement of the specific nature of the grievance, including the historical background of the grievance, evidence supporting the grievance, action taken thus far to resolve the grievance, and reasons for dissatisfaction with action taken thus far to resolve the grievance, and the remedy sought by the aggrieved employee.

e) No written grievance shall be entertained, and such grievance shall be deemed waived, unless the written grievance was forwarded to the School Superintendent at Stage Two within ten (10) calendar days after the aggrieved employee knew, or should have known, of the act or
condition upon which the grievance is based.

f) Failure to comply with the time limits set forth in this grievance procedure is intended to be, and shall be, considered a bar to the continued processing of any grievance or legal action, and shall be deemed abandoned, unless mutually agreed upon in writing by both parties.

g) Any decision of the Board of Education may be appealed to the Commissioner of Education under the Education Law, if such remedy is available thereunder.

h) The preparation and processing of the grievances and the administration of this grievance procedure shall not be conducted during hours of employment, with the exception of the First Stage.

ARTICLE XXII
PERTINENT POLICIES

The following shall be the policy for various departments when school is closed due to inclement weather:

Buildings and Grounds: All Buildings and Grounds personnel are expected to report, including Cleaners, Custodians, Maintenance Employees, and all others whose jobs involve the operation and maintenance of the buildings.

GENERAL: Lateness on these days will be excused providing it is reasonable in terms of the weather and the individual circumstances. If you are expected to report to work but are unable to because of the weather, you may attempt to call the school and notify someone. You will be penalized sick time for missing the day. If this is not available you will lose a day's pay. Those not expected to report will receive the day's pay.
However, if the day must be made up later, no additional pay will be received for the makeup day.

Eight hour days: Bargaining unit employees will work eight (8) hour days (without any reduction in pay) when students are not scheduled to be in school, except that the District may require bargaining unit employees to work their normally scheduled 8 ½ hour day (8 hours paid work time and ½ hour unpaid lunch) during the last week of the summer vacation.

ARTICLE XXIII

JOB DESCRIPTIONS

The School District will provide the Association with a copy of all job descriptions within the bargaining unit within six (6) months of the date of the signing of this agreement. Thereafter, where job descriptions are modified or new classifications are established, the Association will be provided copies of the new job descriptions within sixty (60) calendar days of its modification or establishment.

ARTICLE XXIV

TIME CLOCKS

All employees in the bargaining unit will punch a time clock when coming to work and again when leaving in accordance with the rules established by the Board.

ARTICLE XXV

BREAK TIME

Bargaining unit employees who work seven (7) hours or more per day shall be provided thirty (30) minutes of break time per day. Where practicable, such break time shall be divided into one (1) fifteen (15) minute break in the morning and one (1) fifteen (15) minute break in the afternoon.
ARTICLE XXVI

SUBCONTRACTING

The School District shall have the right to subcontract all services on the second and third shifts. Such subcontracting shall not cause the replacement of personnel employed by the School District unless such employees retire or resign.

ARTICLE XXVII

UNEMPLOYMENT INSURANCE

Bargaining unit employees who do not work for the School District during vacation periods or holiday recesses will be returned to their employment immediately following such vacation period or holiday recess unless notified to the contrary by the School District. This provision is only intended to satisfy the requirements of Section 590.11 of the New York State Labor law.

ARTICLE XXVIII

DUE PROCESS

Employees who have completed their probationary period and are not covered by Civil Service Law §75 shall have the right to grieve any adverse disciplinary action up to and including but not beyond Stage 2 of the Employee Grievance Procedure, Article XXI.

ARTICLE XXIX

LABOR MANAGEMENT COMMITTEE

The parties mutually agree to meet during the term of this agreement at dates and times to be determined for the purpose of Labor Management discussion. Normally, an agenda of issues will be exchanged at least 3 days prior to said meeting.
This Agreement can be revised, reopened or modified only by joint agreement of the parties.

IN WITNESS WHEREOF, the parties hereto have signed this agreement on the _____ day of January, 2020.

QUEENSBURY UNION FREE SCHOOL DISTRICT
BY: 
Queensbury School Buildings and Grounds Association CSEA Local #9013
BY: 

CSEA