

FINAL CONTRACTUAL AGREEMENT

between the

SUPERINTENDENT

and the

VICTOR CENTRAL SCHOOL DISTRICT

and the

CIVIL SERVICE EMPLOYEES ASSOCIATION, INC.

AFSCME, AFL-CIO
ONTARIO COUNTY LOCAL 835
VICTOR CENTRAL SCHOOL DISTRICT
Non-Instructional Employees Unit



July 1, 2017 – June 30, 2023

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AGREEMENT

This is an Agreement made effective the 1st day of July 2017, by and between the Superintendent of the Victor Central School District (hereinafter referred to as the "Employer") and the Civil Service Employees Association, Inc., Local 1000, AFSCME, AFL-CIO Victor Central School District Unit (hereinafter referred to as the "Union").

PURPOSE AND INTENT

The general purpose of this Agreement is to set forth terms and conditions of employment and promote orderly and peaceful labor relations for the mutual interest of the Employer, the employees, and the Union.

To these ends the Employer and the Union encourage to the fullest degree friendly and cooperative relations between the respective representatives at all levels and among all employees.

ARTICLE I

Probationary, Temporary Student Employees, and Definition Of Employees

- 1.1 A new employee shall obtain seniority after the successful completion of the probationary period specified in Paragraph 29.6 (a) of this Agreement.
- 1.2 When necessary, temporary employees shall be hired for a period not to exceed ninety (90) days. Temporary employees shall not be eligible for fringe benefits or accumulate seniority and shall not be members of the bargaining unit.
- 1.3 When necessary, student employees shall be hired for the school year, summer help, or during any part of a calendar year. Student employees shall be hired as summer help only after consideration of bargaining unit members who have indicated their interest in summer work for which they are qualified, no later than May 15th. Student employees or bargaining unit employees performing summer work hereunder, shall be paid the wage rates set by the District in its discretion and shall not be eligible for fringe benefits (except for retirement contributions for regular bargaining unit members) or accumulate seniority, and shall not be members of the bargaining unit during such employment.
- 1.4 (a) Permanent Full-Time Employee is one who works on a twelve (12) month basis for at least forty (40) hours a week. (b) Permanent 10-Month Employee is one who works during the school year for 12-1/2 hours a week or more. (c) The School District and the Association may mutually agree to a reduced work schedule for a permanent full-time employee of not less than ten (10) months and/or no fewer than thirty-five (35) hours. In such circumstances, a permanent full-time employee working fewer than eleven (11) months shall forfeit the right to use and accrue vacation leave and shall accrue ten (10) sick leave days instead of twelve (12).
- 1.5 A long term substitute is an employee who is substituting on a continuous basis in the place of a specific employee when that employee has been absent, or is anticipated to be absent,

from the position for at least five consecutive months. A long term substitute must be specifically designated in writing as such by the School District with notification to the CSEA. The long term substitute position ends when the absent employee returns or when the position is otherwise filled on a permanent basis.

Employee benefits accrue to a long term substitute after working in the designated position for ninety (90) consecutive days. The contractual clauses which apply to long term substitutes under the CSEA contract are: health insurance Article XXIV; sick leave prorated according to Article XIV; personal leave prorated according to Article XV; bereavement, Article XVI; holidays, Article XXIII; vacation, prorated according to Article XXII.

ARTICLE II

Recognition

2.1 The Employer hereby recognizes the Union as the sole and exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment for the term of this Agreement of permanent employees of the Employer occupying the job classifications described on Schedule A attached hereto and within the following Departments:

- (1) Facilities
- (2) Food Service
- (3) Clerical and Aides
- (4) Transportation
- (5) Head Bus Driver
- (6) Head Mechanic
- (7) Such other job classification for which the Employer shall, by resolution, duly recognize the Union as bargaining agent.

2.2 The positions of Transportation Supervisor, Employee Relations Assistant, and Payroll Clerk, are not a part of this bargaining unit.

ARTICLE III

Aid To Other Labor Organizations

3.1 The Employer will not aid, promote, or finance any labor group or organization which purports to engage in collective bargaining or make any agreement with any such group or organization for the purpose of undermining the Union.

ARTICLE IV

No-Strike Pledge

4.1 Pursuant to Section 207 (3)(b) of Article 14 of the New York State Civil Service Law, the Union affirms that it does not assert the right to strike against any government, to assist, or participate in any such strike, or to impose an obligation to conduct, assist, or participate in such a strike.

ARTICLE V

Rights Of Employer

- 5.1 The Union recognizes that all of the functions, rights, powers, responsibilities, and authority of the Employer in regard to the operation of its School District and the direction of its work force which the Employer has not specifically abridged, deleted, delegated, granted, or modified by this Agreement are, and shall remain, exclusively those of the Employer.
- 5.2 Not by way of limitation of the foregoing clause, the Employer retains the right and responsibility, subject always to the terms of this Agreement to (1) hire, discharge, transfer, suspend, and discipline employees; (2) to determine the number of employees required to be employed, laid off, or discharged; (3) determine the qualifications of employees including those qualifications as from time to time may be set by any State or federal regulatory agency; (4) determine the starting and quitting time and the reasonable number of hours to be worked by its employees; (5) make any and all reasonable rules and regulations; (6) determine the work assignments of its employees; (7) determine the basis for selection, retention, and promotion of employees to or for occupations not within the bargaining unit established by this Agreement; (8) determine the type of equipment and the sequence of work processes; (9) determine to make technological alterations by revising either processes or equipment, or both; (10) determine work standards and the quality and quantity of work to be produced; (11) select and locate facilities; (12) establish, expand, transfer, and/or consolidate work processes and facilities; (13) transfer or subcontract work, except that the Employer agrees, upon written request of the Union, to negotiate with respect to the effect only of any decision to subcontract; (14) consolidate, merge, or otherwise transfer any or all of its facilities, property, processes, or work with or to any other entity or effect or change in any respect the legal status, management, or responsibility of such property, facilities, processes, or work; (15) terminate or eliminate all or any part of its work or facilities.
- 5.3 The Union agrees, in recognition of Management's rights, not to request the Employer to bargain with respect to the foregoing during the term of this Agreement except as otherwise specifically provided for herein, either as to the basic decision or as to the effect of that decision upon wages, hours, and other terms and conditions of employment.

\ ARTICLE VI

Rights Of Employees

- 6.1 Any employee covered by the provisions of this Agreement shall be free to join or refrain from joining the Union without fear of coercion, reprisal, or penalty from the Union or the Employer.
- 6.2 Employees may join and take an active part in the activities of the Union without fear of any kind of reprisals from the Employer or its agents.
- 6.3 An employee may bring matters of personal concern to the attention of the appropriate Employer's representative and officials in accordance with applicable laws and rules, and may choose his or her own representative or appear alone in a grievance or appeal proceedings.

ARTICLE VII

Rights Of Union

- 7.1 The Union shall have the sole and exclusive right to pursue any matter or issue, including but not limited to, the grievance and appeal procedures in this Agreement and to pursue any matter or issue to any court or competent jurisdiction, whichever is appropriate.
- 7.2 The Employer will allow the Union to post notices of Union activities and announcements on bulletin boards in existing Employer work locations.
- 7.3 Accredited representatives of the Union will be allowed access by appointment with the Superintendent of Schools or his/her designee or the Personnel Administrator and the Department Administrators involved, to the Employer's premises and offices at reasonable times and for reasonable purposes and under conditions which will not unduly disrupt or disturb the regular work routines.

ARTICLE VIII

Grievance Procedure

- 8.1 It is the intent of this Article to promote and provide a mutually satisfactory procedure for the settlement of the grievances of employees. The Employer and the Union agree that the provisions of this Article should be used for a quick and satisfactory settlement of complaints and grievances at the lowest possible level.
- 8.2 "Grievance" shall mean, for purposes of this Agreement, any dispute between the Employer and the Union, or between the Employer and any employee, concerning the interpretation, application, claim of breach, or violation of this Agreement. However, such term shall not mean or include matters involving an employee's rate of compensation, retirement benefits, or work schedule.
- 8.3 No provision of this Agreement shall be interpreted to require the Union to represent an employee in any stage of the grievance or appeal stage if the Union considers the grievance to be without merit or in contradiction of any law or regulation.
- 8.4 The first stage of the procedure shall consist of the employee's presentation of his grievance within fifteen (15) working days of the event giving rise to the grievance or the time at which such event reasonably became known to the employee, whichever is later, to his immediate supervisor who shall, to the extent necessary or appropriate, consult with and permit the employee to consult with any of his higher ranking supervisors in direct line below the level of the Personnel Administrator or his designated representative. Discussion and resolution of a grievance in the first stage shall be on an oral basis. Group grievances should be presented in the first instance to the lowest ranking supervisor common to all employees in the group.
- 8.5 The second stage is the handling of a grievance by the Personnel Administrator. If a grievance is not satisfactorily settled at the first stage, the employee may request a review of the determination thereof by the Personnel Administrator or his designated representative. The specific nature of the grievance and the facts relating thereto shall be reduced to writing jointly or separately by the employee and the appropriate supervisor.

The Personnel Administrator or his designated representative shall, on request of the employee, hold an informal hearing within five (5) working days at which time the employee and his representative may appear and present oral statements. The Personnel Administrator or his designated representative shall make a determination of such grievance within ten (10) working days of the submission of the grievance at the second stage or within nine (9) working days from the date of the informal hearing, if one is held, and provide a copy of the decision to the grieving party.

- 8.6 If the determination made at the second stage is not satisfactory to the employee, he shall make written request for review within five (5) working days from the determination at the second stage and shall file such written request for review with the Superintendent of Schools or his/her designee. The Superintendent of Schools or his/her designee shall, within ten (10) working days of the submission of the grievance at the third stage, make a determination of the grievance.
- 8.7 If the determination made at the third stage is not satisfactory to the employee, he shall make written request for review within five (5) working days from the determination at the third stage and shall file such written request for review with the President of the Board of Education. The President of the Board of Education or his/her designated representative shall at the next regularly scheduled Board meeting at the fourth stage make a determination of the grievance.
- 8.8 If a satisfactory solution is not reached, the employee shall have the right to submit the grievance to final and binding arbitration within seven (7) working days following completion of the preceding stage, by written notice to the Employer. Following such notice the Employer and the Union will request the Federal Mediation and Conciliation Service to forward to the parties the names of five suitable arbitrators available for arbitration, from which the Employer and the Union shall alternately cross off one name until only one name remains, and such person shall be the arbitrator. The arbitrator shall promptly hear the grievance and render his decision in writing within fifteen (15) days of the date of the hearing. Both parties to this Agreement will share equally the cost of the arbitration.
- 8.9 Either party to the grievance shall have the right to have its representatives present at all stages of the grievance procedure. An employee shall have the right to have a departmental steward present where the employee is interrogated in connection with proposed discipline, outside the formal grievance procedure. An employee and his representative shall be allowed such time off from his regular duties as may be necessary and reasonable for the processing of a grievance adopted pursuant to this Agreement and without loss of pay or vacation or other time credits.
- 8.10 This grievance procedure shall be subordinate to disciplinary proceedings provided by Section 75 of the Civil Service Law of the State of New York.

ARTICLE IX

Union Security and Check-Off

- 9.1 Indemnity - The Union shall indemnify and save the Employer harmless from any and all manner of claims, demands, suits, actions, or other forms of liability which may arise

against the Employer out of or by reason of the deductions provided for hereunder, the payment of the same to the Union, or any other action taken or not taken by the Employer, including any liability relating to previously signed cards which vary from the Payroll Deduction Authority (Membership Application) form, or its substantial equivalent, previously agreed to between the Employer and the Union.

- 9.2 Check-Off Forms - The Employer agrees to deduct Union membership dues levied in accordance with the Constitution and By-Laws of the Union from the pay of each employee who executes and delivers to the Employer the Payroll Deduction Authority (Membership Application) form, or its substantial equivalent, previously agreed to between the Employer and the Union. The dues so deducted by the Employer shall be remitted to The Civil Service Employees Association, Inc., 143 Washington Avenue, Albany, New York, 12224.
- 9.3 When Deductions Begin - Check-off deductions under all properly executed check-off forms shall become effective at the time the application is signed by the employee and presented to the Employer and shall be deducted proportionately from each paycheck thereafter.
- 9.4 Termination of Check-Off - An employee shall cease to be subject to check-off deductions beginning with the month immediately following the fifteenth (15th) day of the month in which he (1) is no longer a member of the bargaining unit, or (2) serves notice terminating his Check-Off Authorization. The Union will be notified by the Employer of the names of such employees following the end of each month in which the termination took place.
- 9.5 Employee Information List - The Employer, if the same is requested in writing by the Union, within thirty (30) days after the ratification of this contract, will furnish the Union a complete list of names, home addresses, work locations, and position titles of all employees in the negotiating unit covered by this contract. The District will forward to the Union President the monthly Board of Education meeting minutes once the minutes are approved.

ARTICLE X

Permanent Status

- 10.1 All permanent competitive class employees shall be afforded the protection of Section 75 of the New York State Civil Service Law.
- 10.2 Any discharged or suspended employee or any employee who receives a disciplinary demotion, in a non-competitive class shall have full recourse to the grievance procedure contained in this Agreement. This grievance procedure shall, where applicable, be subordinate to disciplinary proceedings provided by Section 75 of the Civil Service Law of the State of New York.
- 10.3 In the event of discharge, suspension without pay, or disciplinary demotion, an employee shall be given upon request, a written slip stating in summary form the reason for the employee's discharge, suspension, or disciplinary demotion, with a copy of such slip also to be delivered to the President of the Union.

ARTICLE XI

Work Week and Overtime

- 11.1 (a) An employee's exact working hours during the working day shall be determined by the appropriate Supervisor or Department Administrator. The Employer shall have the right to change working hours and/or the work week upon five (5) working days advance notice to the Union, during which time the Union shall have the right to discuss the proposed change with the Employer. The foregoing notice shall not be required in the event of a change in work schedules of short duration due to emergency work or vacation scheduling.
- 11.1 (b) The District may place a cleaner on a Tuesday through Saturday work week. When an employee is to be moved for the foreseeable future to a Tuesday through Saturday, or other than Monday through Friday work week, the District will first request volunteers within the affected classification and, if this is not successful, will then assign the employee(s) to the new work week, commencing with the least senior employee in the classification. The District will not permanently assign an employee hereunder to a work week which does not provide two (2) consecutive days off, one of which is either Saturday or Sunday. Where Saturday work will consist only of non-school sponsored events, the District will not change an employee's ordinary work week solely for the purpose of avoiding overtime pay for such Saturday work.
- 11.1 (c) The District hereby agrees that instances in which custodians and/or cleaners are asked to work on weekends with less than five (5) working days advance notice shall not constitute a waiver by the Union of its rights to insist upon such notice in any situations falling within the provisions of subparagraph (a) of the Paragraph.
- 11.1 (d) The District may add a second shift for Teacher Aides and a third shift for Night Cleaners, with a shift differential of thirty cents (\$.30) per hour.
- 11.2 An employee who performs overtime work during a workday shall be entitled to complete his regularly scheduled working hours in addition to such overtime and shall be required to work such regularly scheduled hours unless excused by his Department Administrator and shall be paid for such excused hours at his basic straight-time rate.
- 11.3 The work day hours shall include one ten-minute coffee break for employees working at least four but not more than six hours per day and a second ten-minute coffee break for employees working more than six hours per day. The scheduling of the coffee break period shall be determined by the supervisor.
- 11.4 Penalties for repeated unexcused tardiness will be imposed by the Department Administrator in concurrence with the Personnel Administrator. When absence is required for any reason, the employee shall report the same to his immediate supervisor, or if unavailable, the Personnel Administrator not less than one-half hour before starting time, except in emergency situation. In case of failure to report within the time limit stated, unless for reasons satisfactory to the supervisor or the Personnel Administrator, the absence will be considered as time off without pay. If the Employer is aware of an employee's absence, as a result of the employee providing notification for a prolonged illness or a

compensation injury, then it shall not be necessary for the employee to call in each day of the absence in accordance with the foregoing.

- 11.5 An employee called in to service before or after his normal work day shall receive a minimum of two (2) hours pay at his regular straight-time rate of pay. Call-in hours hereunder shall be included in the computation of hours in a normal work week to determine overtime pay, if any, as hereinafter provided. An employee must be available when called in, in order to be eligible for guaranteed minimum call-in pay.
- 11.6 (a) An employee shall receive one and one-half (1-1/2) times his regular straight-time rate of pay for all work performed over forty (40) hours during his normal work week. For the purpose of computing overtime pay absence with pay during a work week shall be included in the determination of the total hours in a normal work week. It shall be an employee's responsibility to perform reasonable overtime work except in the case of personal emergency.
- 11.6 (b) All employees shall receive two (2) times their regular straight time rate of pay for all work performed on a Sunday, or on a holiday involving non-school functions or snow plowing which has been specifically authorized by the Superintendent or his/her designee. In addition, the employee shall receive his holiday pay as provided in Article XXIII. Otherwise, the employee will receive the rate of pay which would normally apply. Cafeteria employees shall receive one and one-half (1-1/2) times their regular straight time rate of pay when called in to work for a banquet or other function.
- 11.7 For all meetings in which CSEA participation is requested, such as shared decision making, curriculum reviews, facilities or budget reviews, and the like, unit members will be compensated at the current state minimum wage.

ARTICLE XII
Working Conditions
General - For All Employees

- 12.1 The Employer shall provide the following for all employees:
- 12.1 (a) No leave credits shall be taken in increments of less than one-quarter day.
- 12.1 (b) All employees required to take physical examinations prior to the commencement of the school year shall be examined by the School Physician at a time and place, designated by the Employer without cost to the employee. An employee required to take a physical examination who is examined by a doctor other than the School Physician shall do so at his or her own cost, except that the Employer, shall reimburse the employee the amount of twelve dollars (\$12.00) upon submission of the medical examination report.
- 12.1 (c) The Employer agrees to use its best efforts to notify all employees by 6:15 a.m. if the school is to be closed that day due to a snow, weather, or other emergency. The decision as to whether to pay absent employees for time lost in such emergency shall be solely at the discretion of the Superintendent of Schools or his/her designee. The Employer, however, agrees to notify the employees of the decision of the

Superintendent of Schools or his/her designee by written notification in work areas within two (2) working days following the closed day or days. Three days will be without loss of pay. In the event that school is closed due to snow, weather, or other emergency and the School District determines that the services of regularly employed salaried bus drivers are not required, there shall be no reduction in the annual salary of those employees, nor shall they be required to forfeit personal leave credits. In the event that Ontario County roads are closed due to weather, District employees will not be required to report to work and shall be afforded payment through use of accrued vacation leave, at the employee's option. School Facilities Department employees' requests for vacation must be approved prior to the use of vacation day(s) for purposes of this section by the Director of Facilities. Ten-month employees may elect the use of personal day accruals.

- 12.1 (d) In the event that school is closed due to snow, weather, or other emergency and employees are not paid for the absence, employees working less than twelve months may elect the use of personal leave accruals, and those employees working twelve months may elect the use of vacation or personal day accruals to be paid for the day(s) that school is closed. An employee who works when school is closed as requested by the supervisor under these circumstances shall earn wages or vacation time, equivalent to the amount of time worked, in addition to the earnings for the snow, weather, or other emergency day. If an employee elects not to use accruals for the day(s), any non-payment of wages due to snow, weather, or other emergency school closing of four or more days within one pay period can be deducted over multiple pay periods pending extenuating circumstances.
- 12.2 When it is clearly anticipated that an employee will be absent from work for a period of one (1) week or more because of vacation, disability, or other legitimate reason, the District shall not use a member of management to perform such employee's work, but shall call in a substitute employee if it is necessary to have the work performed..
- 12.3 Upon hiring, a new employee will be advised in writing of his or her hourly wage, a job description, whether eligible for benefits and the District Representative(s) with whom to consult concerning questions about such benefits.
- 12.3 (a) A yearly written performance evaluation will be given to each employee by his/her supervisor. The supervisor and employee will meet to discuss this evaluation. A copy of each yearly evaluation will be placed in the employee's personnel file.

A. Cafeteria

- 12.4 The Employer shall pay to each cafeteria employee a uniform and shoe allowance of ninety dollars (\$90) which amount shall be paid upon itemized receipt of a purchase invoice or sales slip (excluding sales tax) as soon as presented after the beginning of the school year.
- 12.5 The Employer shall provide up to five (5) aprons at the beginning of each school year to cafeteria employees in the classifications currently eligible to receive uniforms. Up to two (2) replacements shall be provided by the Employer during the remainder of the school year, upon turning in the apron for which replacement is requested. Cafeteria Monitors will receive three (3) aprons and three (3) shirts per year. All aprons shall be

inventoried, checked out at the beginning of the school year, and checked in at the end of the school year, or at such earlier time as an employee may terminate his or her employment with the Employer.

B. Bus Garage Mechanics, Maintenance Mechanics, Cleaners, Custodians, and Groundskeepers

- 12.6 The Employer shall provide and maintain uniforms for bus garage mechanics, maintenance mechanics, cleaners, custodians, and groundskeepers. The Employer also shall reimburse bus mechanics, maintenance mechanics, and groundskeepers, upon presentation of a receipt, up to three hundred dollars (\$300.00) per year for safety work shoes (no sneakers). The Employer shall reimburse cleaners and custodians upon presentation of a receipt, up to ninety dollars (\$90) per year for safety shoes, including steel-toed sneakers. The employees who are provided with uniforms and shoes are required to wear such uniforms and safety work shoes at all times during their working hours. Employees who purchase their own pants may seek reimbursement for up to three pairs per year, unless specifically granted an exception by their administrator. All receipts will be itemized.
- 12.7 In the event an Employer's building is used for a non-school function or outside activity, and there is not a cleaner or custodian working a normal schedule, the Employer will schedule a cleaner or custodian to work during the hours of such function or activity, and the custodian or cleaner shall be paid for such additional hour or hours at his regular straight-time rate of pay unless he is entitled to overtime pay in accordance with Paragraph 11.6(a) of this Agreement. The Employer shall rotate work assignments in accordance with the foregoing between all custodians and cleaners. Custodians or cleaners are to be informed of work assignments hereunder on a special form setting forth the time, date, and area of the building to be used.

For A and B

- 12.8 Employees shall be required to utilize all such articles of equipment and clothing provided by the Employer in the manner prescribed. The Union agrees to cooperate with the Employer in encouraging its employees to use such equipment and to observe such safety regulations as may from time to time be prescribed by the Employer. On an annual basis, the Employer will purchase up to five hundred dollars (\$500) worth of tools for the use of each Bus Mechanic and Head Bus Mechanic. Purchase of requested tools is subject to the approval of the Director of Transportation. The purchased tools will be cataloged, inventoried, and remain the property of the School District.

A mechanic's personal tools brought to and used at the District, not under warranty, and breaks or is lost while using the tool at the District will be replaced at no cost to the mechanic and remain the mechanic's property.

C. Bus Drivers

- 12.9 The Employer and the employees agree to the following provisions pertaining to bus drivers:
- 12.9 (a) Subject to recommendation of the Director of Transportation, the final assignment of

routes shall be the responsibility of the Superintendent of Schools or his/her designee, as long as he/she adheres to the rights of seniority prescribed in this Agreement. Route openings will be filled only at the beginning of the school year and as soon as possible when openings occur during the school year, through April 30th.

- 12.9 (b) It shall be the responsibility of each driver, regular or substitute, to sweep and dust the interior of the bus and to clean the interior and exterior front and rear glass. Sweeping and dusting shall be done after this vehicle has been driven on all regular runs or extra runs. Failure to do so may subject the employee to disciplinary action. The Director of Transportation shall make weekly inspections of each bus and weekly reports to the School Business Administrator of any failure to meet the requirements of this subparagraph.
- 12.9 (c) All extra trips will be posted by the Transportation Supervisor five (5) working days in advance, whenever possible, and drivers will be assigned by the Director of Transportation to the extra trips by rotating seniority lists so that half-time drivers shall be eligible for only half as many trips as full-time drivers.
- 12.9 (d) Substitute drivers shall be assigned extra trips when regular bus drivers are not available before 4:15 p.m.
- 12.9 (e) New positions shall be subject to seniority.
- 12.9 (f) When a regular driver takes time off, he will be penalized 1/182 of his annual salary for each day of absence.
- 12.9 (g) Drivers shall be responsible for contacting parent(s)/guardian(s) on the same day as a discipline problem occurs on their bus. The driver will consult with the Director of Transportation or his/her designee if the driver has a question about whether the incident is in fact a discipline problem requiring a parent call.
- 12.9 (h) The District will reimburse the driver the difference between the cost of the CDL and a New York State Class D License.
- 12.10 Staff members who work in office environments open to the public will dress in professional office attire. Staff members who work in non-office settings shall wear clothing that is appropriate, in the reasonable judgment of their administrator, for the work being performed. Any significant change in acceptable dress will be discussed in Labor-Management prior to implementation but not subject to negotiations.

ARTICLE XIII

Conferences and Workshops

- 13.1 (a) The School District will pay the reasonable and necessary cost of transportation, tuition or registration fees for conferences, workshops, or any other job-related educational courses which have been approved by the Superintendent of Schools or his/her designee, at his/her discretion. Written prior approval of such expense will be provided by the District. Employees will be expected to present itemized documentation or expenses for which reimbursement is sought. The District shall develop a form for

prior approval of conferences, workshops, or any other job-related educational courses. A copy of the form will be given to the Association.

- 13.1 (b) Employees will receive their regular hourly rate for classroom hours of attendance at job-related courses or workshops (not including courses for professional advancement) directed by the District, in its discretion (but such paid time shall not be included in the calculation of overtime). All such courses must have prior approval of the Superintendent of Schools or his/her designee. This Section shall not apply to bus driver attendance at bus drivers' school which is the subject of Section 12.10 or the anticipated commercial driver's license program referred to in Section 26.3.

ARTICLE XIV

Sick Leave

- 14.1 A permanent full-time employee who has been continuously employed for at least ninety (90) days shall accumulate paid sick leave days at the rate of one (1) day per month and twelve (12) days per year based upon the employee's normal work day. A permanent 10-month employee who has been continuously employed for at least ninety (90) days shall accumulate paid sick leave days at the rate of one (1) day per month and ten (10) days per year based upon the employee's normal work day. At the beginning of the following school year, and at the beginning of each school year thereafter, an employee shall be awarded either twelve (12) or ten (10) sick days according to the length of their respective work year. When an employee's sick leave balance falls below five days in any year, the Employer retains the right to credit that employee's sick leave on a monthly basis in the following school year. Any unused sick leave days may accumulate to a maximum of one hundred eighty-five (185) days.
- 14.2 Sick leave shall be defined as personal illness or injury of the employee, his spouse, and/or children living in the household arising out of or during the course of the employee's employment with the Employer.
- 14.3 The employee shall, in reporting absence for sick leave, communicate to his Supervisor the nature of the illness and the probable duration of the illness.
- 14.4 The Employer reserves the right at any time to request a doctor's certificate to verify the illness before granting sick leave pay.
- 14.5 An employee absent for personal illness for any period must upon his return complete, sign, and file with the Personnel Administrator a personal certificate as to the necessity of the absence.
- 14.6 An employee who has been absent for two (2) or more days shall, before the end of the school day prior to his return, notify his immediate supervisor of his expected return.
- 14.7 In the event an employee's illness (other than a permanent full-time employee) extends beyond the then school year, his/her right to use sick leave for illness shall cease at the end of the then school year. A returning employee who, because of a continuing illness or because of an illness that occurred during the summer months, is unable to return at the beginning of the school year, shall be entitled to use up to thirty (30) days of his/her sick

leave days effective the first day he/she would have returned to work. In order to use additional sick time, the employee must resume full service in the regular assignment of the Employer for one (1) full month. Upon resumption of service, the employee shall be eligible for sick leave for that portion of the school year missed as a result of such illness. An employee who is disabled and unable to return to work for four (4) consecutive months shall be entitled to sick leave without resuming full service in the regular assignment of the Employer, subject to the right of the Employer to have the employee examined by a physician of its choosing, whose medical opinion on the ability of the employee to return to employment shall be conclusive.

- 14.8 A special health examination may be required whenever a physical or mental condition interferes or appears likely to interfere with the health and safety of other employees, pupils, or the educational progress of pupils, at the expense of the Employer.
- 14.9 All employees covered by this Agreement will be eligible to become part of the Sick Leave Bank according to the following guidelines:
- 14.9 (a) The Sick Leave Bank (Bank) shall be established to aid employees who suffer prolonged serious disease and whose sick leave becomes exhausted during an extended period of illness or disability.
- 14.9 (b) To join the Bank an employee must contribute two days initially and one day in each subsequent year thereafter until there are approximately 500 days in the Bank, except for new membership contributions. No more days will be added, except by new memberships, until the Bank is depleted to 250 days. Those employees joining as new members after the date of this contract shall contribute two days the first year of participation and one day thereafter until they reach the maximum number of days given by any one member. All members of the Bank shall give the same number of days over an extended period of time. In the event the Bank is depleted to 250 days, members will be required to contribute a like number of additional days. The Chairperson of the Bank Committee will be responsible for the bookkeeping in cooperation with the Personnel Administrator.
- 14.9 (c) Employees may apply for Bank withdrawal anytime, but will not receive benefits until all their accumulated sick leave is exhausted, and they have been absent for 15 consecutive work days prior to commencement of the Bank benefits. The following application procedure will apply. The employee will submit a completed application to the Bank Committee through the Bank Chairperson. Applications can be obtained from the Human Resources Office or Bank Committee Chairperson.

The Sick Bank application shall include a written statement from a duly-licensed New York State physician certifying that the applicant suffers from prolonged serious disease or illness. The Committee will have five working days to reply to the applicant. Upon approval, benefits will commence immediately after conditions outlined in this section are satisfied.

- 14.9 (d) An employee participating in the Bank will be limited to withdrawing from the Bank no more than sixty (60) days as a result of an approved application.
- 14.9 (e) An employee may withdraw at any time from the Bank upon written notification to

the Committee. They will forfeit all days donated to the Sick Leave Bank.

- 14.9 (f) If an employee who has qualified for Bank benefits, under "c" above, resumes his/her duties, and then experiences a related recurring illness, the Committee will consider an application for extended benefits upon the receipt of a written statement from a licensed New York State physician.
- 14.9 (g) An employee, including one currently on leave of absence, who is eligible for initial membership in the Bank, but who did not join, may become a member by donating the total number of days required of charter members. He/she may not, however, become eligible to receive benefits for a period of 20 weeks from the date of joining. New employees may join by contributing two days. The deadline for new membership is 90 days from date of hire, unless determined otherwise by the Committee.
- 14.9 (h) A person denied benefits under the provisions of the Sick Leave Bank has the right to appeal the decision to the Committee.
- 14.10 Family emergency days: A permanent full-time employee and a permanent 10-month employee who has been continuously employed at least ninety (90) days shall be granted up to three (3) working days annually with pay for serious illness, requiring bedside care, involving any of the following family members: (a) spouse (b) son (c) daughter (d) parent (e) grandparents (f) mother-in-law and father-in-law (g) people living in the employee's immediate household. The employee's annual allotment, which shall not carry over from one school year to another, shall be credited to his or her record on the first day he or she reports to work in each new school year. In the first year of employment, an employee's entitlement to such leave shall be pro-rated on the basis of the portion of the school year actually worked.

A request for family emergency leave must be made to the employee's supervisor or the Personnel Administrator as soon as possible.

ARTICLE XV

Personal Leave

- 15.1 A permanent full-time employee and a permanent 10-month employee who has been continuously employed at least ninety (90) days shall be granted personal business leave not to exceed three (3) days per school year for matters which may not be taken care of except during normal working hours, consisting of religious observance, funeral services (not covered under bereavement section), personal medical and dental appointments or those of an immediate family member, graduation from college of a child, court appearance or lawyer's appointments or other similar personal business. It is agreed that up to one (1) hour of such time per year per employee may be used for attendance at Union ratification or contract proposal meetings.
- 15.2 Personal business leave shall not accumulate and may be drawn only at a time convenient to and approved in advance by an employee's supervisor. Upon request, an employee shall specifically designate the name of the person or persons with whom or before whom the proposed personal business leave will be used, so that the District may satisfactorily monitor the same. A written or electronic request for personal leave must be filled out and

forwarded to the supervisor or the Personnel Administrator before personal leave will be granted. In the event of a personal business emergency leave, the foregoing advance notice may be waived by the Employer provided the employee verifies upon return the emergency condition. Any personal business leave credits not used during a school year will accrue as sick leave.

- 15.3 An employee shall be entitled to unpaid personal business leave not to exceed eight (8) hours per school year for unspecified purposes, upon advance notice to his immediate supervisor, and with such supervisor's permission. Such leave shall not be unreasonably denied, but shall not interfere with the proper performance of the employee's duties.
- 15.4 No personal business leave days shall be granted immediately preceding or following vacation days or holidays.
- 15.5 Personal business leave is not for vacation or recreational-type activities.
- 15.6 A personal day request that falls on a Friday or a Monday must specify a reason which must fit within the above outlined categories.

ARTICLE XVI

Bereavement Leave

- 16.1 A permanent full-time employee and a permanent 10-month employee who has been continuously employed at least ninety (90) days shall be granted up to three (3) working days with pay due to a death in his/her immediate family. "Immediate family" shall be defined as spouse, children, son-in-law, daughter-in-law, parents, parents-in-law, brothers, sisters, grandparents, grandchildren, brother-in-law, sister-in-law, grandparents-in-law, or people actually living in the employee's household. A request for bereavement leave must be made to the employee's supervisor or the Personnel Administrator as soon as possible.
- 16.2 This leave is not applicable if the death and services occur over a holiday period.

ARTICLE XVII

Military Leave

- 17.1 An employee serving active military duty shall be entitled to such leave of absence, reinstatement and other rights as are provided under the New York State Military Law, including but not limited to Sections 242 and 243 thereof, and the Federal Selective Service Act of 1967, as amended.

ARTICLE XVIII

Maternity and Child Rearing Leave

- 18.1 Pregnant employees may be asked or encouraged to report the existence of pregnancy, but they may not be required to do so. Where, in the opinion of the Employer, the nature of the duties performed may be particularly hazardous or burdensome during pregnancy, this should be pointed out in the letter of appointment and such employees should be urged to advise their supervisors of any pregnancy.

- 18.2 An employee will be allowed to continue working as long as she and her supervisor feel that she can adequately perform her duties if (1) the employee has on file with the Employer a current statement from her physician, in a form satisfactory to the Employer, attesting to her good health and ability to continue the normal duties of her job, and (2) the Employer's physician, if consulted, concurs that such continued employment would not be injurious to her health or likely to result in accidental injury.

Maternity leave shall be granted according to the terms of the Family and Medical Leave Act (FMLA) and upon the application of the employee and shall begin when the employee is no longer physically able to perform her job. Such application shall include a statement from the employee's private physician indicating the expected date of delivery. An employee may use, at her option, accrued sick, vacation, and personal leave credits during the disability period of her leave. When these credits are exhausted, the leave shall be without pay.

- 18.3 Employees, regardless of sex, are entitled to leave without pay for child care for up to twelve (12) months following the date of delivery.

During a disability period of leave for child care, employees shall be permitted, upon request, to use vacation and personal leave credits before being granted leave without pay.

When such leave qualifies as FMLA leave, the health insurance benefits of the employee shall continue the same as if the employee were working for the first twelve (12) weeks of the leave.

- 18.4 An employee returning from leave of absence for maternity or child rearing shall be required to notify the Employer of their planned date of return at least three weeks prior thereto. If the employee's planned date of return would occur later than May 31 (or, in the case of a permanent, full-time employee, March 31) of the current school year, the Employer reserves the right to postpone the employee's return until the commencement of the next full school year.

- 18.5 This Article shall apply to parents adopting children under the age of six years, using provisions of Section 3 of this Article.

- 18.6 No benefits accrue during an unpaid leave of absence.

ARTICLE XIX

Leave For Civil Service Examinations

- 19.1 All employees will be allowed time off with pay if they are scheduled to take an Ontario County Civil Service Commission examination for a position within the employment of the Employer, provided the employee has previously notified his/her supervisor, and the examination is only scheduled to be given during working hours, or the enrollment for a Saturday examination has been filled so that the examination cannot be taken outside working hours.

ARTICLE XX
Leave For Jury and Court Attendance

- 20.1 An employee who is on jury duty will be given a leave of absence with pay during the period he/she is serving. The amount of jury duty pay received from the County or otherwise shall be paid by the employee to the District, less, however, the amount received by the employee applicable to mileage and/or parking reimbursement.
- 20.2 Leave with pay will be granted pursuant to subpoena or other order of the court requiring an employee to be in attendance.
- 20.3 If court adjourns by 10:00 a.m., the unit member will return to work.

ARTICLE XXI
Leave of Absence Without Pay

- 21.1 A leave of absence without pay for reasons other than the above may be granted by the approval of the Superintendent of Schools or his/her designee for any employee, for a period not exceeding twelve (12) months. A request for leave without pay must be made in writing to the employee's supervisor and Personnel Administrator who will then confer with the Superintendent of Schools or his/her designee. No benefits accrue during a leave of absence. This leave cannot be for employment elsewhere.

ARTICLE XXII
Vacation

- 22.1 A permanent full-time employee who has been continuously employed at least ninety (90) days shall earn paid vacation in accordance with the schedule hereinafter set forth. Vacation pay shall be calculated on the basis of an employee's regular straight-time rate of pay for normally scheduled working hours.

<u>Continuous Years of Completed Service at Anniversary*</u>	<u>Vacation Entitlement</u>
1 Year	2 Weeks
5 Years	3 Weeks
10 Years	3 Weeks 1 Day
13 Years	3 Weeks 2 Days
16 Years	3 Weeks 3 Days
17 Years	3 Weeks 4 Days
18 Years	4 Weeks
19 Years	4 Weeks 1 Day
20 Years	4 Weeks 2 Days
21 Years	4 Weeks 3 Days
22 Years	4 Weeks 4 Days
23+ Years	5 Weeks

All employees will accrue vacation on July 1st of each year.
The maximum vacation for which an employee shall be eligible shall be five (5) weeks.

Unit members will be allowed to carry over five (5) non-cumulative vacation days into a new fiscal year.

Employees whose appointments change during the term of this Agreement from 10 to 12 months will accrue vacation based on their pro rata years of service for the District according to the following formula: the sum of the years of services multiplied by the number of months of the former appointment, divided by twelve. This formula will also be applied to a unit member who substituted in a position to which the person was then appointed provided the hire was effective July 1. If the unit member is hired after July 1, the unit member will receive a prorated amount of the vacation days (vacation days to be first determined through the contractual formula then prorated) through June 30 of that given year. On the subsequent July 1, they will receive the full amount due to them based upon the years of service formula referenced above.

- 22.2 Vacation time is to be arranged by mutual agreement between the employee and his supervisor or the School Business Administrator. Vacation time, however, shall be scheduled prior to the start of each school year. All requests for vacation leave will be answered by the Supervisor within ten (10) working days.

Requests for vacation time to be taken during the school session(s) will be considered by the School Superintendent or his/her designee on a case-by-case basis, and granted or denied at the Superintendent's discretion. Upon prior notice to the employee's supervisor and with the approval of the School Business Administrator vacations may be split and taken in minimums of as little as one-quarter (1/4) day. If a legal holiday should fall during any vacation week the extra day allowance may be taken at that time as a continuation of the vacation week, or at any other time with the prior approval of the employee's supervisor.

The Employer will provide an annual report of each employee's accrued vacation, sick, Personal, and emergency leave. During the year, employees may telephone the payroll clerk for information on remaining leave.

- 22.3 An employee who leaves the Employer more than sixty (60) days prior to July 1 shall not be entitled to vacation pay for the vacation year beginning upon such succeeding July 1 unless, however, such employee enters the regular active armed service.
- 22.4 At the time of normal retirement, provided the supervisor or School Business Administrator is given written notice at least two (2) weeks prior to the last day of employment, an employee will be paid for unused vacation, if any. No employee who resigns more than sixty (60) days prior to July 1, or is discharged under this Agreement or under the rules and regulations of the Civil Service Law of the State of New York shall be entitled to compensation for vacation.
- 22.5 In case of the death of an employee, compensation for unused vacation shall be paid to the legal heirs of such employee.

ARTICLE XXIII

Holidays

- 23.1 A permanent full-time, 12-month employee, excepting specifically cafeteria employees, lunchroom monitors, and bus drivers, shall receive fourteen (14) paid holidays at his/her regular straight-time rate of pay for his/her normal working hours for each of said holidays as follows:

New Year's Day and the day before
Martin Luther King, Jr.'s Birthday
Lincoln or Washington's Birthday (as determined by the employer)
Good Friday
Memorial Day
Independence Day
Labor Day
Columbus Day
Veterans Day
Thanksgiving Day and the day after
Christmas Day and the day before

A permanent 11-month employee shall receive all of the above holidays except for Independence Day. A permanent 10-month employee shall receive all of the above holidays except for Independence Day and Labor Day. A holiday shall be deemed to occur on the day in which it is actually celebrated. Employees on leave of absence without pay shall not be paid for a holiday.

- 23.2 Cafeteria employees shall receive the same holidays as other permanent 10-month employees.

ARTICLE XXIV

Health Insurance and Related Benefits

- 24.1 An employee is eligible for district sponsored health insurance and dental insurance when that employee is a permanent full-time employee, a full-time Bus Driver, or another permanent 10-Month or 12-Month employee who works a minimum of six and one-half hours per day, five days per week, and has been continuously employed in the same capacity for sixty (60) days.
- 24.2 The District participates in the Finger Lakes Area School Health Plan (FLASHP) for District-sponsored health insurance. Upon application, all qualifying unit members are eligible to receive a medical and dental policy, (if applicable) with any contract tier available, through FLASHP. Contract tiers will be defined by the carrier.
- 24.3 The base option will be the PPO HDHP plan, or equivalent, through FLASHP, called the HDHP 1500/3000 medical plan. This base plan will be used as the basis for determining a unit member's contribution toward any other designated medical plan selected and the unit member will be responsible for the cost of the unpaid portion of the base plan premium, plus any premium difference between the base plan and the other higher-priced plans offered by the District, minus the applicable HSA contribution.

Employee premium contributions will be deducted from wages as a pre-tax deduction.

Blue Point 2 Value and Select plans will not be offered.

The PPO HDHP annual deductible is subject to change as the IRS sets the minimum deductible amounts each calendar year.

Effective January 1, 2019, all eligible unit members may enroll in the HDHP option, or its equivalent, through FLASHP. The District's contribution toward the base HDHP option will be as follows:

2019 Calendar Yr.	2020 Calendar Yr.	2021 Calendar Yr.	2022 Calendar Yr.	2023 Calendar Yr.
100%	100%	100%	98%	95%

- 24.4 Unit members hired prior to July 1, 2006, who were enrolled in District sponsored health insurance as of January 1, 2019, will receive an annual District contribution to a Health Reimbursement Account/105 Plan HRA. During the following term, each year on January 1, 2019, 2020, and 2021, the HRA balance will be reset to equal \$3,000 for those with family coverage or \$1,500 for single plan coverage.

Unit members hired between July 1, 2006, and June 30, 2008, who were enrolled in District sponsored health insurance as of January 1, 2019, will receive an annual District contribution to a Health Reimbursement Account/105 Plan HRA. During the following term, each year on January 1, 2019, and 2020, the HRA balance will be reset to equal \$3,000 for those with family coverage or \$1,500 for single plan coverage.

At the end of each calendar year, unused amounts remaining in the HRA account will be forfeited and will not roll over to the following year except in the final year. This HRA will be a limited purpose & post deductible HRA, meaning that it can be used to reimburse only dental and vision expenses before the applicable HDHP deductible has been met, and can be used to reimburse any eligible medical, dental, or vision expenses after the deductible for the applicable HDHP has been met.

- 24.5 For unit members enrolling in the PPO HDHP through FLASHP who are eligible to make or receive HSA contributions, the District will contribute the following amounts annually to a HSA account in the corresponding years. All general purpose HRAs held by such unit members that are still active will be automatically converted to a limited purpose & post-deductible HRA when the PPO HDHP coverage begins. The District's HSA contribution will be made in two equal installments, half in January and half in June of each calendar year, as follows:

2019 Calendar Yr.	2020 Calendar Yr.	2021 Calendar Yr.	2022 Calendar Yr.	2023 Calendar Yr.
Family Plan 100% of In- Network Deductible	Family Plan 100% of In- Network Deductible	Family Plan 100% of In- Network Deductible	Family Plan 100% of In- Network Deductible	Family Plan 100% of In- Network Deductible
Single Plan 100% of In- Network Deductible	Single Plan 100% of In- Network Deductible	Single Plan 100% of In- Network Deductible	Single Plan 100% of In- Network Deductible	Single Plan 100% of In- Network Deductible

Bargaining unit members who are enrolled in District health plan coverage as of the Board of Education's ratification date will be offered a one-time mid-year opportunity to elect the HDHP corresponding with the initial effectiveness date of the HDHP. Unit members who were eligible for benefits but not enrolled in a District sponsored health insurance plan as of the Board of Education ratification date and who wish to enroll in a District sponsored plan corresponding with the initial effectiveness date of the HDHP must have a qualifying election change event in order to enroll. (e.g., birth, adoption, death, marriage, divorce, loss of employment, etc.).

All members must designate whether they are a veteran who is eligible for VA medical services. If current regulations limit HSA contributions for VA qualified veteran's medical services, a member who is able to access the VA for medical services, will receive an equivalent cash stipend in lieu of an HSA contribution they would have been eligible for. This stipend will be adjusted to account for payroll tax.

- 24.6 Effective January 1, 2019, unit members wishing to enroll in a co-pay plan will be offered the PPO 25/40 with a 5/25/50 Rx plan, or its equivalent, offered through FLASHP, and will no longer be offered the Select \$15 co-pay or Value \$20 co-pay plans. Unit members will be responsible for the cost of the unpaid portion of the base plan premium plus any premium difference between the base plan and the other higher priced plans offered by the District minus the District HSA contribution.
- 24.7 For both the copay and HDHP options, although the plan/policy year is defined as July 1 – June 30, the deductible is based upon a calendar year (unless and until the plan/policy year or deductible year is changed by FLASHP or the carrier in the future).
- 24.8 In the event that the carrier or FLASHP ceases to offer the PPO HDHP option, or the PPO 25/40 with the 5/25/50 Rx plan option, the District may substitute a plan option with an actuarial value that is of comparable actuarial value of the current plan (i.e., with the same "metal level" under the Affordable Care Act) and will provide the association a minimum of thirty (30) days to review the new plan.
- 24.9 If the District employs both spouses, the obligation of the District shall be limited to one Family Plan, or, at the unit member's option, one Single Plan each.

- 24.10 From the date of ratification until January 1, 2019, the unit member may remain in their current health insurance plan and at the current District provided rate subject to annual open enrollment adjustments.
- 24.11 In the event that the cost-sharing formulas above could result in the District paying a Code Section 4980H(b) affordability penalty pursuant to the Affordable Care Act, the District may, but is not obligated to, decrease the employee's share of the premium in order to make the coverage affordable for the employee in accordance with any affordability safe harbor provided under the Affordable Care Act.
- 24.12 It is agreed and understood that the District and/or FLASHP may change to another carrier or carriers to provide an alternative mechanism for health and/or dental care cost protection for unit members, provided that any alternative plan or program provides an actuarial value that is comparable to the actuarial value of the current plans (i.e., with the same "metal level" under the Affordable Care Act). Conversion to a different plan or program may take place at any time after the Association has had a complete statement of benefits and coverage provided by the plan or program proposed to be substituted for the current plans for a period of thirty (30) days.

In the event that the District or its carrier become subject to the Code Section 4980I Excise Tax on High Cost Employer-Sponsored Health Coverage ("Cadillac Tax") pursuant to the Affordable Care Act, then either party may, upon due notice in writing to the other party, reopen the provisions of this Agreement for negotiations related to any health benefit that triggers or increases the amount of the "Cadillac Tax."

- 24.13 Notwithstanding the foregoing, in the event that the District or its carrier become subject to the "Cadillac Tax", the District at its option may, without need for further discussion with the Association, cease offering the following benefits:
- any health plan option other than the base plan with a premium value that exceeds the thresholds for the "Cadillac Tax," and/or
 - any account-based pre-tax medical plans (e.g., Health Flexible Spending Accounts, Health Reimbursement Arrangements, employer or employee pre-tax contributions to Health Savings Accounts) that could trigger or increase the amount of the "Cadillac Tax." If the District was making an employer contribution to such account-based pre-tax medical plans from its own funds, then the District shall pay the same amount to employees as taxable wages in lieu of making the pre-tax employer contribution to the account-based medical plan.
- 24.14 The bargaining unit members' contribution to the Dental Blue Option 3 shall not exceed thirty-five percent (35%) of such insurance premium.
- 24.15 The Employer shall administer a tax deferred retirement savings plan under terms of IRS section 403(b) in which all eligible employees can participate.
- 24.16 The School District shall implement a Flexible Spending Account and all employees will be entitled and encouraged to enroll in the Plan. The School District shall provide all funds necessary for the administration of the Plan.

- 24.17 Employees who carry health insurance benefits through the School District must notify the School District of changes in the status of their family or dependents that may have an impact upon their health insurance policy.
- 24.18 Any unit member who elects to waive health insurance coverage from the District shall receive a taxable cash opt-out payment of \$1,000 per year. The payment will be made in two equal installments, half in January and half in June of each school year. In order to be eligible for the payment, the unit member must provide proof of group health plan coverage sponsored by another employer (e.g., a spouse's or parent's employer, but not an individual policy, government insurance, student insurance, etc.). In the event the unit member experiences a qualifying election change event and makes an election to join the District's health insurance plan mid-year, the opt-out payment will be prorated based on the number of months during which the unit member was enrolled in coverage through the District.

ARTICLE XXV

Retirement Plan

- 25.1 The Employer agrees to change the retirement plan from 75-g to 75-i, under the New York State Employees Retirement System, and continue rider 41-j.
- 25.2 A unit member who has completed ten years of service in the District and retires will be permitted to purchase health insurance through the School District, with the retiree paying the full premium.

ARTICLE XXVI

Life Insurance

A death benefit insurance policy with a face value of \$5,000, will be provided by the Employer for every eligible full-time employee and permanent 10 month full-time employee as defined in Article 1.4. An eligible employee must first complete sixty (60) days of employment in the eligible position and complete a standard application form available from the School District's Human Resources Office for the insurance to take effect. The full premium cost of such insurance will be borne by the Employer.

ARTICLE XXVII

Wages

- 27.1 During the term of this Agreement newly hired employees shall be employed in the classifications and within the rates set forth on Schedule A attached hereto and made a part hereof.
- 27.2 Effective July 1, 2018, all employees covered by this agreement shall receive an hourly wage increase of \$.80. Effective July 1, 2019, all employees covered by this agreement shall receive an hourly wage increase \$.80. Effective July 1, 2020, all employees covered by this agreement shall receive an hourly wage increase \$.80. Effective July 1, 2021, all employees covered by this agreement shall receive an hourly wage increase \$.80. Effective July 1, 2022, all employees covered by this agreement shall receive a wage increase \$.80.

Each unit member will receive a retroactive salary increase of 3.5% retroactive to January 1, 2018, however for those unit members with minimum wage increases that fall below the 3.5% will be brought up to the 3.5%. The retroactive payment will be made in a separate check.

- 27.3 Either the Union or the District may notify the other in writing of its desire to reopen this Agreement upon enactment by the State of New York of regulations to implement in commercial driver license program, provided such reopener shall be limited to the subjects noted below. Upon such notice being given, the duly authorized representatives of the parties shall meet for the purpose of negotiating with respect to said matters. All other provisions of this Agreement shall remain in full force and effect during any reopening. It is expressly understood that in the event of a reopening, neither party shall have the right to submit any issue arising thereunder to the grievance procedure (including arbitration).

Bus Drivers

- 27.4 When drivers are required to drive an extra trip in addition to their regular schedule, they shall be paid for such trip at their regular rate.
- 27.5 (a) Outside bus trips, non-regular runs, late runs, or extra runs shall be paid at the rate of:
- \$16.48 per hour, for a minimum of two (2) hours or \$ 32.96 per two hours, with a maximum pay per day of \$164.80.
- Effective July 1, 2018, the \$16.48 per hour will be increased by 2% each subsequent year of the contract.
- Any Bus Driver who chooses a field trip or sports run, in whole or part, concurrently with the Bus Driver's regular bus run(s), must forfeit pay for those regular run(s), and be paid for the field trip or sport run, as defined by the current contract, for compensation, to accept such field trip or sports run. A Bus Driver may sign off on regular runs a maximum of ten (10) times each school year or more if no other Bus Driver has volunteered for a particular trip.
- 27.5 (b) A driver who transports an ill or suspended student home shall be paid a maximum of one (1) hour at the current trip rate.
- 27.5 (c) The District will pay once every two years for a bus driver's Physical Performance Testing and once every two years for the Behind the Wheel Road Testing at the driver's trip rate.
- 27.5 (d) The salary for a full-time Bus Driver is computed based on a five (5) hour work day. The annual salary for a Bus Driver is based on 182 work days effective in the school year, which may include training days. The bus driver will not receive additional compensation for any work performed during the five-hour work day. For any work performed outside of the five hours for a non-trip assignment, the driver will receive their hourly rate of pay for the time of the assignment; however, any time less than fifteen (15) minutes will be paid as fifteen (15) minutes. Any change to a run that increases the run over five hours, the bus driver will be paid for that amount of time. If

the change to the run decreases the five-hour day, the driver is guaranteed five hours. The driver will provide, at the Labor Management Committee, ideas for efficiency of runs.

- 27.6 All bus drivers are paid their regular hourly wage for training, district mandated meetings, and courses.
- 27.7 The Employer will pay a meal allowance of up to ten dollars (\$10.00) upon submission of a meal ticket for all outside bus trips of six (6) hours or more.
- 27.8 Bus Driver Trainers will be compensated at their regular hourly rate plus seventy-five cents (\$.75) per hour when assigned to perform bus driver training duties. When the resulting rate is less than that listed under Schedule A for Bus Driver Trainer, the Schedule A rate will apply. The Lead 19-A Trainer will work 40 hours per week, 12 months per year.
- 27.9 Employees covered by this Agreement shall be eligible for the following longevity plan effective in the school year:
- | | |
|--|----------|
| After five (5) years of continuous service | \$200.00 |
| After nine (9) years of continuous service | \$350.00 |
| After fourteen (14) years of continuous service | \$500.00 |
| After nineteen (19) years of continuous service | \$650.00 |
| After twenty-four (24) years of continuous service | \$800.00 |
- Eligibility for longevity will be determined upon October 1 of each year and the appropriate amount will be paid to the employee no later than the first payday in November.
- 27.10 The schedule of paydays will begin twice a month on or about the 15th and 30th. The exact schedule of paydays for each school year will be provided to the employees prior to July 1st of each year. If the 15th or 30th fall on a Saturday, Sunday, or a holiday, the pay will be provided on the preceding Friday.
- 27.11 Unit members will track hours through time cards, time sheets, or an electronic time keeping system as applicable. The Association and District will impact bargain the implementation of this/these systems as it is a management decision to institute a timekeeping system. The process only will be reflected in the collective bargaining agreement.

ARTICLE XXVIII

Civil Service Law

- 28.1 It is hereby understood and agreed that this Agreement and each and every part hereof is subject to the provisions where applicable, of the New York State Civil Service Law, any rules, regulations, provisions, ordinance, resolutions, or actions of any kind or nature of the State or Local Civil Service Commission or Personnel Officer (all collectively referred to as the "Law") and shall be construed and enforced only to the extent allowable and within the limits of the law, as if such Law were a specific amendment to this Agreement.

- 28.2 PURSUANT TO SECTION 204-A OF THE NEW YORK STATE CIVIL SERVICE LAW, 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 THEREFOR SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

ARTICLE XXIX

Seniority, Job Vacancies, Layoffs, Posting and Probationary Period

29.1 Seniority

- a) Seniority shall be defined as length of continuous service with the Employer in the bargaining unit.
- b) Continuous service includes only those periods when an employee is on the Employer's active payroll and those periods when an employee is:
 - (1) Absent from, and unable to perform, the duties of his/her position by reason of a disability resulting from illness or occupational injury or disease.
 - (2) On military leave as provided by law.
- (c) An employee on leave of absence will maintain his/her seniority, but not accumulate additional seniority, for the full period of the leave as granted by the School District. An employee who is laid off will maintain his/her seniority for a period up to one (1) year, but will not accumulate additional seniority.
- (d) Subject to the Civil Service Law, an employee shall lose his seniority upon the following:
 - (1) Resignation (except where reinstated within a period permitted by applicable provisions of the Civil Service Law) or retirement;
 - (2) Discharge;
 - (3) Refusal of a recall to employment;
 - (4) Layoff for a period exceeding one (1) year.
- (e) Relative seniority for persons appointed on the same date shall be determined by their order of appointment. If that cannot be determined, their relative seniority shall be in alphabetical order of their last names, the beginning of the alphabet having more seniority than the end of the alphabet.

29.2 Job Posting

- (a) The Employer agrees to post all non-instructional job openings in all work locations of bargaining unit employees at least ten (10) working days prior to the day the vacancy or vacancies are to be filled. Announcements of such vacancies shall contain the title of the classification(s) to be filled, formal qualifications required for appointment, if any, and the number of openings. The tentative location of the opening will also be shown.

- (b) When notification of a job vacancy has been posted, each employee who wishes to be considered for the opening shall submit his/her request therefor to his Supervisor or Personnel Administrator within ten (10) days following announcement of the opening.
- (c) Any employee who fails to submit a request for the opening will be considered to have waived his/her rights, if any, with regard to that opening.

29.3 Job Vacancies

- (a) The Supervisor or Personnel Administrator shall fill the job opening on the basis of qualifications, work record, skill, and ability of all job applicants. In the event that these factors are equal, then seniority shall be considered by the Employer. If no qualified bargaining unit employees apply for the opening, the Employer may fill the opening with any other job applicant.
- (b) Any bargaining unit employee who is promoted to another title in the bargaining unit shall be paid the starting rate for the new title or shall receive a ten percent (10%) wage increase (exclusive of longevity,) whichever is greater. "Promotion" shall mean movement to another job classification having a higher starting rate.

29.4 Lay-Off and Recall

In the event of a layoff, employees not covered under the Civil Service Law shall be laid off within their current job title on the basis of seniority, such employees with the greater seniority being the last laid off. Such a laid-off employee may bump a junior employee within a classification for which such laid-off employee is still qualified and which he/she either previously held or which is in the line of promotion to the classification from which he/she has been laid off. Recall shall be in the inverse order of layoff.

29.5 Vacation, Personal Leave, and Shift Preference

Seniority shall be used to determine vacation preference (subject to Paragraph 22.2), personal leave, and shift preference where an opening occurs for which more than one employee in such classification seeks a change in shift.

29.6 Probationary Period

- (a) All employees shall be regarded as probationary employees until they have been employed within the bargaining unit for a period of fifty-two (52) consecutive weeks, with the probationary period to be extended by the amount of absence from work for any reason.
- (b) Probationary employees within the bargaining unit may be disciplined or discharged at the sole discretion of the School District and shall not have the right to relief pursuant to the grievance procedure contained herein. With this understanding, any employee discharged during the probationary period shall be notified in writing of the discharge and the reasons therefor.

- (c) A new employee shall obtain seniority after the successful completion of the probationary period.
- (d) Any bargaining unit employee who is promoted to an opening within the bargaining unit shall be given a thirty (30) day qualifying period for the purpose of familiarizing and training the employee in the new classification. Should the School District determine during the qualifying period that the employee is not competent in that position, he/she will be transferred back to his/her former classification. If during the qualifying period the employee elects to return to his/her former classification, then he/she may do so and all seniority and rights shall be retained. Employees in secondary openings created earlier by this promotion shall be returned to their former classifications.

29.7 Provisional Appointments

Provisional appointments shall receive the job classification, pay scale and all other benefits according to the terms of this Agreement.

ARTICLE XXX

Job Sharing

- 30.1 A permanent employee may apply to share a single position with another unit member. A job share requires the full written consent of the School District in all terms and conditions. The job share agreement will be in writing, agreed to by both of the job sharers and the School District, for an individual school year. This agreement may be extended by a subsequent written agreement for additional individual school years. The refusal of the School District to approve a job share agreement shall not be subject to the grievance and arbitration procedure.
- 30.2 The general guidelines for a job share agreement are:
 - (a) All civil service classification and appointment requirements must be met by both unit members.
 - (b) The seniority of job sharers will be in order of appointment from among all employees holding the same title. Upon termination of a job share agreement, the individual job sharers shall return to the respective positions they held at the start of the arrangement, except that no promise is made by the School District for location or assignment. When a job sharer resigns during the course of an agreement, the remaining job sharer retains full responsibility for covering all responsibilities and work hours. In such circumstances, the District bears no responsibility to recruit or accept another job sharing participant.
 - (c) Job sharers shall be entitled to all benefits accorded full-time unit members in the same position, and those benefits shall be divided according to the portion of the position they are filling, to the nearest tenth. In no case shall the combined benefits of both exceed the total benefits normally received by an individual employee. The School District's cost of all benefits, including health insurance, shall not exceed that paid for an individual employee.

- (d) The two job sharers shall be jointly responsible for carrying out all the assigned duties of the full time position. Where, in the judgment of the School District, the job sharers fail to acceptably provide for all assigned duties, the School District may terminate the job share agreement with thirty (30) days' notice.
- (e) The job sharers shall be paid their normal hourly or salary rates, prorated to the portion of the position they are filling. The School District's cost shall not exceed the amount it would pay for an individual employee. Job share employees receive the same increases in compensation awarded other unit members.

ARTICLE XXXI

Pledge Against Discrimination

- 31.1 The Employer and the Union realize that they have a responsibility to promote and provide equal opportunities for employment and it is the positive and continuing policy of the Employer and the Union to apply all provisions of this Agreement equally to all employees in the bargaining unit so as to insure an equal opportunity in employment without discrimination as to race, color, creed, sex, age or national origin, sexual orientation, disability, military status, veteran status, victim of domestic violence, or genetic status.
- 31.2 All references to employees in this Agreement designated both sexes, and wherever the male gender is used it shall be construed to include male and female employees.

ARTICLE XXXII

Supersedure and Savings Clause

- 32.1 If any Article or part hereof in this Agreement is determined to be illegal, unenforceable, or null and void by any tribunal of competent jurisdiction, such determination shall not affect any other clause or provision hereof or give any right to either party to negotiate or renegotiate any other part of this Agreement.

ARTICLE XXXIII

Termination and Modification Clause

- 33.1 This Agreement shall be effective as of the 1st day of July, 2017, and shall continue in full force and effect through the 30th day of June, 2023.
- 33.2 If either party desires to terminate this Agreement it shall, one hundred eighty (180) days prior to the termination date, give written notice of termination. If neither party shall give notice of amendment, as hereinafter provided, this Agreement shall continue in effect from year to year thereafter, subject to written notice of termination by either party one hundred and eighty (180) days prior to the then current year's termination date.
- 33.3 If either party shall, one hundred and eighty (180) days prior to the termination date or any subsequent termination date, give written notice of amendment, the notice shall set forth the nature of the amendment or amendments desired. Any amendments that may be agreed

upon shall become and be a part of this Agreement without modifying or changing any of the other terms of this Agreement.

- 33.4 Notice of termination or modification shall be in writing and shall be sufficient if sent by certified mail addressed, if to the Union to the last designated Secretary of the Union, and if to the Employer, to the Superintendent of Schools of Victor Central School District.

SCHEDULE A – Starting Rates
(Hourly except for Bus Drivers & FT. Aides)

Position	17-18	18-19	19-20	20-21	21-22	22-23
Facilities & Grounds						
Cleaner	10.21	11.20	12.00	12.80	13.40	14.20
Night Cleaner	10.39	11.38	12.18	12.98	13.58	13.76
Custodian*	13.66	14.75	15.35	15.85	16.45	17.05
Night Cleaner Supervisor.	12.02	13.02	13.62	14.22	14.82	15.42
Working Supervisor	13.66	14.75	15.35	15.85	16.45	17.05
Groundskeeper	11.48	12.08	12.68	13.28	13.88	14.68
Senior Groundskeeper	18.58	18.98	19.38	19.78	20.18	20.58
HVAC Technician	20.76	21.18	21.60	22.03	22.47	22.92
Sr. Building Maint.Assist.	13.66	16.66	17.26	17.86	18.46	19.06
Maintenance Mechanic	13.37	17.00	17.60	18.20	18.80	19.40
Maintenance Assistant	NA	16.37	16.97	17.57	18.17	18.67
Facil. Laborer	10.39	11.38	12.18	12.98	13.58	13.76
Courier	11.48	12.08	12.68	12.28	14.57	15.17
<u>Food Services</u>						
Assistant Cook	10.75	11.35	11.95	12.55	13.15	13.75
FS Laborer*****	10.75	11.35	11.95	12.55	13.15	13.75
Food Service Helper	9.15	11.10	11.80	12.50	13.10	13.70
Food Service Supervisor	11.31	11.91	12.51	13.11	13.71	14.31
Head Cook	11.31	11.91	12.51	13.11	13.71	14.31
<u>Clerks, Secretaries, Teacher Aides</u>						
Building Secretary	13.93	14.80	15.40	16.00	16.60	17.20
Department Secretary***	13.93	14.80	15.40	16.00	16.60	17.20
Senior Typist****	13.11	14.80	15.40	16.00	16.60	17.20
Account Clerk/Typist	12.84	13.84	14.44	15.04	15.64	16.24
Library Clerk	11.20	11.80	12.40	13.00	13.60	14.20
Typist	11.86	12.86	14.36	14.06	14.66	15.26
Teacher Aide**	10.04	11.10	11.80	12.50	13.10	13.70
Copy Center Operator – Teacher Aide	NA	12.10	12.80	13.50	14.10	14.70
<u>Transportation</u>						
Bus/Auto Mechanic	16.94	17.74	18.54	19.34	20.14	20.94
Bus Driver (Annual)	13.74 12,501	14.34 13,049	14.94 13,595	15.54 14,141	16.14 14,687	16.74 15,233

Bus Driver Trainer	15.57	17.00	17.60	18.20	18.80	19.40
Bus Cleaning, Sanitizing,	10.31	11.10	11.80	12.50	13.10	13.70
Seat Repair/Compliance	NA	12.10	12.70	13.30	13.90	14.50
Bus Monitor	9.94	11.10	11.80	12.50	13.10	13.70
Dispatcher	NA	17.00	17.60	18.20	18.80	19.40
Lead 19A Trainer	NA	17.10	17.70	18.30	18.90	19.50
Head Bus Driver	17.21	18.81	19.41	20.01	20.61	21.21
Head Bus Mechanic	20.21	20.81	21.41	22.01	22.61	23.21
<u>Other Positions</u>						
Computer Services Assistant	16.39	18.07	18.67	19.27	19.87	20.47
Network Analyst	23.50	24.10	24.70	25.30	25.90	26.50
Audio Visual Asst.	13.66	14.26	14.86	15.46	16.06	16.06
Sr. Audio Visual Assistant	NA	20.40	21.00	21.60	22.20	22.80
Lifeguard FT	14.10	14.70	15.30	15.90	16.50	17.10
Water Safety Specialist	15.30	15.90	16.50	17.10	17.70	18.30

The School District will hire within the starting rates listed above. It is hereby agreed and understood that when the Victor Central School District is seeking to recruit a new employee for any title covered under the bargaining unit at a rate higher than the starting rate contained in this Agreement for such title, on the basis of its need and qualification, ability, or experience of the prospective employee, the District may not hire above the starting rate without consent of the bargaining unit. The written notice to the Union shall include a description of the general qualifications, ability, or experience of the candidate. Failure to notify the Union in writing shall be grievable, but the basis for decision shall not be subject to the grievance and arbitration procedure of this Agreement.

An employee who substitutes for another job title for a minimum of 10 regular work days will be entitled to a 10% salary adjustment during the length of the substitute assignment, except cafeteria workers will receive \$.50 per hour for substituting in any other classification that has a higher starting rate than the cafeteria worker starting rate.

*A-1. The Custodian-In-Charge will be paid a \$2.50 per hour stipend.

**A-2. A teacher aide whose daily assignment for a minimum of four hours is to supervise hallway, parking lot, and provide general building safety and security will be paid a \$2.00 per hour stipend.

***A-3. Includes Secretary to the Director of Health, Physical Education, and Athletics, and Secretary to the Director of Transportation.

****A-4. Includes one Secretary to the Committee on Special Education, one Secretary to Junior High Guidance Department, and one Secretary to High School (with grade reporting responsibility).

*****A-5. When a Laborer is assigned to stocking and delivery responsibilities in the Food Services Department, the staff member shall be paid a \$1.00 hourly stipend.

Classification of Teacher Aides and Additional Stipends

An hourly stipend will be applied to the Teacher Aide pay rate when that aide is assigned by the School District on a regular basis to a position that carries unique and/or additional responsibilities on a case by case basis or as delineated below. This is a 3-tiered system for the hourly wage and an aide is only eligible for one stipend at a time.

LEVEL 2 AIDE: \$1.75/hour additional stipend

- Daily assignment for the 1:1 or access aide work with one or more students in a General Education Class who demonstrate significant needs due to developmental/social-emotional or academic delays, which deliver direct assistance with their academic instruction. Program aide for 12:1:1 and 15:1:1 classrooms.

LEVEL 3 AIDE: \$2.00/hour additional stipend.

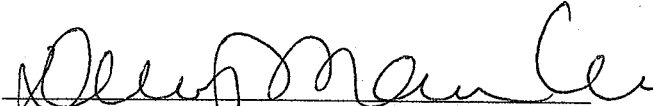
- Daily full-time assignment of one (1:1) aide to a student who demonstrates significant management needs due to their daily intensive assistance (physical care, movement, and equipment care, emotionally disturbed classification, other health impaired classification, or a student requiring daily intensive de-escalation interventions) for a student with a serious physically handicapping condition, or;
- Daily assignment to a special needs class (12:1:3) who assists in delivering direct academic instruction and/or daily intensive assistance (physical care, movement, and equipment care or social/emotional support) for students with a serious physically handicapping condition, equivalent to a 12:1:3 program or;
- Delivering an ABA program or some similarly intensive intervention, that requires specific training and is a critical part of the student's instructional program, or;
- Daily proctoring, without assistance, in a full day in-district suspension room,
- An aide's position that requires duties and responsibilities that require additional training or education or provide unique services to the District.

LEVEL 4 AIDE: \$2.25/hour additional stipend

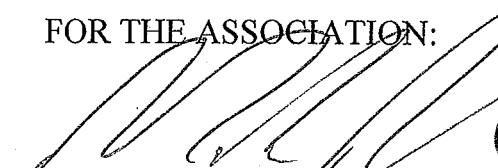
- Daily assignment to a special needs class (8:1:1) who assists in delivering direct academic instruction and/or daily intensive assistance (physical care, movement, and equipment care, or social/emotional support) for students with a serious physically handicapping condition, equivalent to a 8:1:1 program or;
- Daily assignment preparing Braille materials for classroom or student work.
- Daily assignment preparing testing materials and supervising the HS testing center.


IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the
10th day of October, 2018.

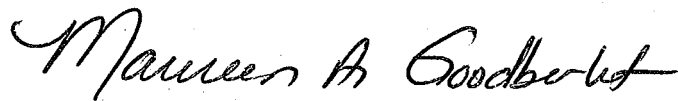
FOR THE VICTOR SCHOOL DISTRICT:


Dawn Santiago-Marullo, Superintendent of Schools

FOR THE ASSOCIATION:


Mark Rugaber, President, CSEA


Paul Peters, Labor Relations Specialist, CSEA



MAUREEN A. GOODBERLET
Notary Public - State of New York
No. 01GO6237860
Qualified in Ontario County
My Commission Expires March 28, 2019