

Agreement

Between the

CIVIL SERVICE EMPLOYEES ASSOCIATION,
INC., LOCAL 1000, AFSCME, AFL-CIO



WILLIAMSON SCHOOLS UNIT #9114-00

and the

SUPERINTENDENT OF SCHOOLS

of the

WILLIAMSON CENTRAL SCHOOL DISTRICT



July 1, 2021 - June 30, 2025
(Contract Approval Date: June 16, 2021 BOE)

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ARTICLE I - RECOGNITION

IT IS HEREBY CERTIFIED that the Civil Service Employees Association, Inc., (CSEA), Local 1000, AFSCME, AFL-CIO has been designated and selected by a majority of the employees of the Williamson Central School District, in the unit agreed upon by the parties and described below, as their exclusive representative for the purpose of collective negotiations and the settlement of grievances.

INCLUDED: All full-time and regularly scheduled part-time employees employed in the following titles: teacher aide, school monitor, account clerk/typist, senior account clerk/typist, account clerk, typist, senior typist, administrative assistant, physical therapist, registered school nurse, nurse coordinator, library clerk, student intervention specialist, food service helper, cook/manager, cook, kitchen manager, bus monitor/attendant, cleaner, cleaner/groundsman, maintenance mechanic, custodian, bus driver, auto/mechanic, laborer, courier, senior mechanic, COTA (certified occupational therapy assistant), occupational therapist, computer service assistant, Maintenance Worker, and Coordinator of Network and Technology Services.

EXCLUDED: All administrators, transportation supervisor, school lunch manager, director of facilities and operations, secretary to the Superintendent or designee, accountant/treasurer, payroll and personnel clerk, BOCES staff, teachers unit personnel, substitutes and all other employees not listed above.

In the event new titles are created whose duties are analogous to those performed by bargaining unit employees, the parties agree to meet on an expedited basis to negotiate regarding the possible inclusion of such titles into the bargaining unit. Those positions that are not agreed upon shall be submitted to the Public Employment Relations Board for final determination.

ARTICLE II - DUES DEDUCTION

CSEA membership dues shall be deducted from the wages of each employee who has voluntarily signed a membership form (paper or electronic) authorizing such deduction provided that the form has been delivered to the office of the Superintendent or designee not

later than the first day of the payroll period prior to the first payroll period in which the deduction for the employee is to be made. Deductions for an individual employee shall continue to be made until and including the payroll period during which the Superintendent or designee has received notice from the CSEA that the employee has opted-out.

The CSEA shall hold the District harmless against any and all suits, claims, demands and liabilities arising out of an action of the District in connection with this Article.

ARTICLE III - PAYROLL SCHEDULE

All unit members will normally be paid on a bi-weekly basis. Personnel paid on an hourly basis, which includes annualized employees, must track their time in accordance with the approved District timekeeping method. Any change in timekeeping methods will be discussed with CSEA before implementation, but the District retains the discretion to make the final decision. Normally, payday is on Friday. However, if a payday falls on a holiday, it may be advanced up to two (2) days, or extended until the following Monday, at the discretion of the Business Office.

ARTICLE IV- PAYROLL DEDUCTIONS

The CSEA shall deliver to the office of the Superintendent or designee a written notice, signed by CSEA, of the amount of dues and the amount for each CSEA insurance premium to be deducted per payroll period for any or all of the following types of insurance: term life, accident and sickness, supplemental life and dental. The District shall deduct all CSEA insurance premiums under the "other" column designated on payroll checks as long as the District software system can accommodate the deduction. Such "other" column will have first priority after statutory mandated and CSEA dues deductions. The Superintendent or designee shall transmit in one check the total amount of dues deducted and in one further check, the total amount of CSEA insurance premiums deducted and a list of the employees for whom the deductions were made to CSEA within thirty (30) calendar days after each payday on which deductions are made. The CSEA shall provide

the District with the name of a designated agency, if any, on the check containing the insurance premium deductions. Said deductions shall be sent to CSEA, 143 Washington Avenue, Albany, New York, 12210.

The CSEA shall hold the District harmless against any and all suits, claims, demands and liabilities arising out of an action of the District in connection with this Article.

ARTICLE V - ASSOCIATION RIGHTS

The Employer recognizes the right of employees to designate representatives of the Civil Service Employees Association, Inc., to appear on their behalf to discuss salaries, working conditions, grievances and disputes as to terms and conditions of this Agreement and to reasonably visit employees during their break periods. Such employee representatives shall also be permitted to appear at public hearings before the Board of Education upon the request of the employee/employees.

The investigation of complaints, adjustment of grievances, or assistance in the administration of this agreement shall normally be conducted during non-work time unless advanced permission is obtained from the Superintendent or designee. If such permission is granted, the employee designated or elected to conduct such union business shall be permitted such time without loss of pay up to four (4) days per year. An additional two (2) days will be granted in years when negotiations are held and/or a new president is elected. Grievance hearings or labor/management meetings shall take place during work hours unless a different time is mutually agreed upon by both parties.

Furthermore, the CSEA Labor Relations Specialist and/or Insurance Representative shall be allowed access to employees covered hereunder on the Employer's property and during employees' break periods, provided that they shall give reasonable notice on their arrival to the District Office, and provided that they shall not unreasonably interfere with the normal operations of the department to which access is allowed.

The District shall send the Unit President or his/her designee a copy of the Board of Education packet, less any confidential material on the Friday in advance of the regularly

scheduled Board of Education meeting. Thereafter, the District shall make available a copy of the minutes of the Board of Education meeting to the Unit President or his/her designee as soon as is practicable after the Board of Education meeting.

The District shall make available in each building where employees in the negotiating unit work, a bulletin board or a portion of a bulletin board for the exclusive use of the Union in an area in which such employees congregate. On such boards, the Union may post announcement of Union meetings and other business or social events, but nothing advocating the election of any person to public office or the adoption of any legislation may be printed thereon.

ARTICLE VI - DEFINITIONS

Regular Full-Time Basis (except bus drivers)

An employee who is scheduled to:

Work at least each working day of the school year; and

Work at least six (6) hours of each day

Regular Full-Time Basis for Salaried Bus Drivers

Bus Drivers driving four (4) regularly scheduled trips per day. Definition of regularly scheduled is a.m. and p.m., secondary and elementary runs. This class requires a CDL-B license.

Regular Full-Time Basis for Hourly Bus Drivers

Bus Drivers driving five (5) hours per workday will be considered full-time. These drivers require a CDL-B license.

Supervisor

Any person, regardless of title, who is assigned to exercise any level of supervisory

responsibility.

Annualized Employee

All employees, except Administrative Assistants (12 month), Mechanics, Senior Mechanics, Nurses, Student Intervention Specialist, Computer Services Assistant (12-month), Physical Therapist, Occupational Therapist, salaried Bus Drivers and COTA (OT Assistant), are considered hourly employees and will have their wages annualized on a yearly basis.

ARTICLE VII- LEAVES

Sick Leave

During the first year of employment sick leave will accrue in the following way:

Ten Month unit members	1.5 days per full month worked
Twelve Month unit employees	1.25 days per full month worked

At the beginning of the next fiscal year (7/1) after their date of hire, all unit members employed on a regular full-time basis will be granted fifteen (15) days Sick Leave per year with pay, accumulative to one hundred eighty (180) days for ten (10) month and eleven

(11) month employees; and two hundred (200) days for twelve (12) month employees. A day is to be considered the normal scheduled work hours (i.e., employed 4 hours per day - 4 sick leave hours). Any accumulated sick days that would be lost by staff members because they are over these maximums will be added to the sick leave bank. Notice will be sent to these employees when these days are turned over to the sick leave bank.

Bus drivers employed on a regular schedule of two (2) trips per day shall be eligible for one half (1/2) Sick Leave Benefit - 7½ days per year with pay, accumulative to 180 days.

A written request for medical leave without pay must be submitted to the Board of Education for days extending beyond the expiration of accumulated sick leave days. A return to work from medical leave must be accompanied by a doctor's certification that the unit member is able to resume his/her duties.

For approved leaves of less than five months duration, the District will continue its contributions to the existing medical insurance plan. For approved leaves beyond five months, employees can remain in the plan at their own expense.

If the unit member is absent 3 or more consecutive days, the District may ask, and the unit member must provide acceptable verification of the illness in order to receive sick day compensation.

If a unit member is absent 5 or more consecutive days, the District may ask, and the unit member must provide a doctor's certificate explaining the nature of the situation and the anticipated date of the employee's return to work.

Family Illness

Each unit member may use up to ten (10) days of family illness leave per year, chargeable to the employee's sick leave allowance. Whenever an individual's total personal and family sick leave usage exceeds thirteen days in any year, the individual may request, and the Superintendent or designee may allow, at the Superintendent or designee's sole discretion, additional days of family illness leave to be deducted from the individual's accumulated sick leave total. For the purpose of this provision, the term family shall include parents, spouse, significant other, children & siblings of the unit member.

Personal Leave

All 10-month unit members employed on a regular full-time basis will be granted up to three (3) days of personal leave per year without financial loss, 12-month unit members will be granted four (4) days per year. Personal leave is to be used for business that cannot be conducted at any other time.

Bus drivers employed on a regular schedule of two (2) trips per day shall be eligible for onehalf (1/2) personal leave benefit - up to 1½ days per year without financial loss.

Personal leave written requests must be submitted to the unit member's immediate supervisor two days in advance. The supervisor will then forward such request to the Business Office for final approval. Personal leave will not be granted for recreational or social activities and cannot be accumulated. Requests for personal days for the day immediately preceding or following a school holiday, during Christmas recess, mid-winter break, or the spring recess, must be accompanied by a specific statement of the reason for the request. Unused personal leave will be added to accumulated sick leave at the end of the school year.

Bereavement

All unit members covered by this agreement shall be granted leave for the death of an immediate family member for up to three (3) consecutive days per incident. Such leave is nontransferable and non-accumulative. For the purpose of this provision, the term "immediate family" is defined as including the employee's spouse, significant other, children, parents, grandparents, siblings, parents of spouse/significant other, son-in-law, daughter-in-law, grandchild, brother-in-law, sister-in-law, aunt, uncle, niece or nephew of unit member. At the discretion of the Superintendent, additional days may be granted in the event of the death of a unit member's spouse/significant other, father, mother, or child. Attendance at funerals

of more distant relatives may be allowed at the discretion of the Superintendent or designee.

Child Rearing Leave

Each member shall be permitted an unpaid Child Rearing Leave up to a maximum of one

(1) year upon the birth or adoption of a child. Such leave must commence upon adoption or birth or, in the case of a member taking pregnancy disability leave, immediately following such disability leave. Members will give the District advance notice as soon as practicable of their best estimate of the inception of such leave. Requests for Child Rearing Leave shall be submitted in writing to the Superintendent for action by the Board of Education. At the time of the request for Child Rearing Leave, the member shall include a written statement of the intended date of return. The return date shall ordinarily be at the beginning of a semester.

Any variation from the intended date of return must be transmitted in writing to the Superintendent for approval at least sixty (60) days in advance of the original date of return [Question and Answer Booklet available from District Office; also refer to FMLA Board of Education Policy 6541].

Other Absences

Absences not specifically mentioned herein must be requested in writing and will require approval by the Superintendent or designee and/or the Board of Education.

Jury Duty

Regular full-time personnel who serve on Jury Duty shall receive their full day's pay from the school district and shall not be entitled to a per diem allowance from the State of New York for Jury Duty rendered. The unit member is, however, entitled to keep mileage received from the State.

Workers' Compensation Leave

Whenever it has been established under the Workers' Compensation Law that an employee is entitled to an award because of an injury or illness arising out of his/her employment, the employee may elect to use accumulated sick leave, without deduction from salary, in lieu of an award for lost earnings under the Workers' Compensation Law. The employee may elect to use accumulated sick leave for all or any part of the disability period and such election shall be made in writing. Until the employee gives the school Business Office written notice of election of a specific option, it shall be deemed that the employee elects to use accumulated sick leave, so as to receive full salary without deduction for being absent. In the event that a Workers' Compensation carrier reimburses the Employer for wages paid pursuant to the sick leave program during an employee's absence from the job, the amount of the Workers' Compensation reimbursement shall be divided by the daily wage of the employee, and the employee's sick leave account shall be credited with the equivalent number of days as reimbursed by the carrier. In the calculation of number of days for reimbursement to sick leave account, fractional days shall be treated as full days to the extent that they exceed a half-day and shall be ignored to the extent that they are less than half a day's pay.

ARTICLE VIII - HOLIDAYS

Regular full-time unit members working forty-two (42) or more weeks per year will be granted twelve (12) holidays based upon the calendar approved by the Board of Education and two (2) floating holidays. Notification of the dates of the floating holidays will be made by the Superintendent's office during July of each year.

Regular full-time unit members are entitled to the paid holidays providing they are on the job the working day preceding and following the holiday. This applies in all cases except where a regular full-time unit member is out on an approved extended paid leave. For example, a unit member who is out on an approved extended paid leave commencing

on August 20, 2014 and ending September 30, 2014 would be eligible for the Labor Day holiday compensation. In other words, the District would not dock the holiday from his/her pay. The foregoing only applies to approved extended paid leaves. It does not apply in other cases where an employee uses paid or unpaid leave the working day preceding and following the holiday.

ARTICLE IX - VACATION

All twelve-month unit members employed on a regular full-time basis are eligible for a paid vacation based on length of service.

During the first year of employment, vacation days will accrue in the following way for full-time twelve-month employees:

One (1) day for each full month worked up to a maximum of ten (10) days

At the beginning of the next fiscal year (7/1) after their date of hire, all full-time twelve-month employees will receive ten (10) vacation days.

After five (5) years of service, twelve-month unit members are eligible for one (1) additional day of vacation for each additional year of active service over five (5) years, thus, providing for three (3) weeks of vacation after ten (10) years, four (4) weeks of vacation after fifteen (15) years and a maximum of five (5) weeks of vacation after twenty (20) years.

Vacations are to be scheduled mutually by unit members and their supervisors. Preferred vacation days will be honored whenever that can reasonably be done. Operating requirements and the problem of scheduling all of the vacations in a working area must also be considered. If regular holidays occur during a vacation period, they will not be deducted from the unit member's vacation days.

UNUSED VACATION DAYS - Twelve-month full-time unit members may exchange up to ten (10) unused vacation days. The unit member may opt to be paid for up to a maximum of five (5) unused vacation days and carry over up to five (5) unused days.

1. Twelve-month full-time unit members may opt to be paid for a maximum of five (5) days. Written notification must be received in the Business Office by June 15th and payment will be the first pay period in July.
2. Unit members may opt to carry over a maximum of five (5) unused days until the next year.

ARTICLE X - INSURANCE

Health

The District's medical plans are all offerings by the Finger Lakes Area School Health Plan.

2021-25 School Year

Active Full-Time Employees

BASE PLAN - The District will pay **80%** (employee pays **20%**) of the premium of the **Healthy Blue \$30/\$50** co-pay premium with a **\$5/\$35/\$70 Rx** offered by the Finger Lakes Area School Health Plan.

The District will also offer the following plans:

- **Healthy Blue \$25/\$40 co-pay with a \$5/\$25/\$40 Rx**

The District's contribution to this plan will be the same as the Base Plan.

- **Healthy Blue \$40/\$60 co-pay, \$5/\$35/\$70 Rx**

The District's contribution to this plan will be the same as the Base Plan.

- **Healthy Blue \$1,500/\$3,000 High Deductible Health Plan (HDHP) - \$5/\$35/\$70 Rx** The combined total of the District's HDHP premium contribution and the HSA amounts shall not exceed the District's Base Plan contribution. If so, the difference in total cost shall be applied to the premium which will be paid by the

unit member. The District will make an annual contribution of 100% of the deductible to the employee's Health Savings Account (HSA) as early as July 1, 2021, but no later than September 1, 2021.

- Starting on January 1, 2022, the District will contribute 100% of the deductible to a Health Savings Account (“HSA”) in the unit member’s name in two (2) annual installments. Bi-annual employer contributions to Health Savings Accounts will be made with 50% of District’s contribution to the deductible on or around January 1 and 50% of the District’s contribution to the deductible on or around July 1 of a year the member is still participating in the Signature High Deductible Healthy Blue Health Plan.

Part-Time Employees (less than 30 hours/week)

- **Healthy Blue \$5,500/\$11,000 High Deductible Health Plan (HDHP)**

This plan's premium will be covered 100% by the employee.

Retirees

Unit members employed in the Williamson Central School District on a regular full-time continuous basis for twenty (20) years and who retire at or after age fifty-five (55) will be allowed to participate in the District's Medical Insurance Plan until age sixty-five (65) or until covered by Medicare. The retiree shall pay twenty-five percent (25%) of the premium cost of the single, two person or family plan and the District shall pay the other seventy-five percent (75%) of the premium. Retirees at age sixty-five (65) or after they become covered by Medicare may remain in the District's plan with the retiree paying one hundred percent (100%) of the cost of the plan's premium.

If the eligible unit member enrolls in the Healthy Blue High Deductible Plan offered by the District to active unit members, the retiree shall pay twenty-five percent (25%) of the premium cost of the single, two person or family plan and the District shall pay the other seventy-five percent (75%) of the premium. A retiree that selects the Healthy Blue High Deductible option must be enrolled in the plan a minimum of one school year prior to retirement to receive the HSA contributions from the District. HSA contributions will continue until the retiree reaches age 65 or until covered by Medicare, whichever is sooner.

- The combined total of the District Healthy Blue High Deductible premium contribution and the HSA amounts shall not exceed the District's retirement contribution to the Healthy Blue \$30/\$50 co-pay premium with a \$5/\$35/\$70 Rx. If so, the difference in total cost shall be applied to the premium which will be paid by the retiree. The District will make an annual contribution of 100% of the deductible to the retiree's HSA in two (2) annual installments. Bi-annual employer contributions to Health Savings Accounts will be made with 50% of District's contribution to the deductible on or around January 1 and 50% of the District's contribution to the deductible on or around July 1 of a year the member is still participating in the Healthy Blue High Deductible Health Plan.
- In the event of the retiree's death before age 65, a retiree who was enrolled in the Healthy Blue High Deductible Plan at the time of death, the District will cease contributions into the retiree's HSA at the time of death.

Change of Carriers

It is agreed that the health care benefits offered at the time of signing this contract are those offered by the Finger Lakes Area School Health Plan. The plan administrators may choose to change carriers. If there is a change of carriers, the benefits offered will be equal to or better than those presently provided. Conversion will not take place until thirty days after the Association has had a complete statement of benefits and coverage provided by the newplan and/or carrier. If there is a change in plan and/or carriers, the district will indemnify all unit members of any surcharge, fee, or like penalty assessed, including any such assessments for pre-existing conditions.

In the event that the plan defaults or dissolves, the District shall offer equivalent health care insurance between the time of the default or dissolution and the acquisition of a new healthcare provider.

Dental Insurance

The District will provide dental coverage for unit members employed on a regular full-time basis. Dental coverage is optional. The employee shall pay 50% of the premium with the District contributing the remaining 50% of the premium. The carrier and program content for such insurance will be determined by the District.

Life Insurance

Term life insurance, with a face value of fifteen thousand dollars (**\$15,000**) will be provided for each regular full-time unit member. The carrier for such insurance will be selected by the District.

Health Reimbursement Account (HRA)

The District will contribute to a health reimbursement account (HRA) in the following amounts for all full-time employees who have a District sponsored medical plan, except for the Healthy Blue High Deductible \$1500/\$3000 Plan for which no HRA will be provided pursuant to IRS rules and FLASHP bylaws. Employees who do not have a District sponsored medical plan but can provide evidence of coverage under their spouse's medical plan can also receive the HRA contribution in accordance with provisions of the Patient Protection Affordable Care Act.

	Single	Other
2021-2025	\$450	\$550

This benefit is pro-rated based on the date of hire and resignation. Upon resignation, the unit member has one year to submit claims that were accrued while employed. Upon retirement, the unit member has three years to submit claims accrued during the three year post retirement period. If the employee is terminated, any HRA funds will immediately revert back to the District. HRA contributions will only be made to active employees. No contributions will be made after an employee retires, resigns, is laid off and/or is terminated.

ARTICLE XI - TAX SHELTER ANNUITIES

The District will enter into a written agreement with any full-time unit member, upon request, to reduce the annual salary as otherwise payable by law to said unit member, for the purpose of purchasing an annuity for said unit member. Any such agreement may be terminated at any time upon written notice by either party.

The unit member shall hold the District harmless against any and all suits, claims, demands and liabilities arising out of an action of the District in connection with this article.

ARTICLE XII - VOLUNTARY PAYROLL DEDUCTIONS

The District agrees to participate in a voluntary payroll deduction program with the written consent of the employee. Such written authorization by the employee may be withdrawn in writing by the employee at any time.

ARTICLE XIII - RETIREMENT

The District agrees to provide for eligible unit members an improved retirement plan (Section 75-1, A14 or A15) in the New York State Employees Retirement System with the Accumulated Sick Leave (41-52) and School Service Rider (SCHSV). For information on these riders and enhancements, employees should contact the New York State Employees Retirement System.

ARTICLE XIV - PHYSICAL EXAMINATIONS

Unit members who are required to have annual physical examinations may obtain an examination from the school physician without charge. Employees electing to obtain the physical examination from a physician other than the school physician, shall receive reimbursement in an amount equal to the District's per capita cost of a physical examination, as computed by the Business Office, upon the submission of a copy of a

satisfactory report of physical examination on forms provided by the District and a signed claim form to the Business Official.

ARTICLE XV - GRIEVANCE PROCEDURE

The Board of Education of the Williamson Central School recognizes that a fair and orderly process for hearing and resolving unit member grievances is necessary. A grievance means any claimed violation or misinterpretation of this contract. The resolution of grievances at the earliest possible stage is encouraged. All persons responsible for hearing grievances shall promptly consider each grievance presented and make a determination within the time specified.

A grievant may be accompanied or represented by a person of his or her choice at any stage. A grievant will have access to all records pertaining to his or her grievance. All grievance hearings will be conducted in private and will not be open to the public. An employee will have the right to present a grievance in accordance with this procedure free from coercion, interference, restraint, discrimination or reprisal.

PROCEDURE

STAGE 1: The unit member must present the grievance to his/her supervisor orally within ten business days after the action or event upon which the grievance is based. If the supervisor does not resolve the grievance in a matter satisfactory to the unit member within five business days, the employee may proceed to the next stage.

STAGE 2: The unit member must present the grievance to his/her supervisor in writing within twenty business days after the action or event upon which the grievance is based. The supervisor shall then prepare and present to the employee a written response within five business days of receipt of the written grievance. If the supervisor's written response does not resolve the grievance in a manner satisfactory to the unit member, the employee

may proceed to the next stage.

STAGE 3: The unit member must file a written request for the Superintendent or designee's review within five business days of the employee's receipt of the supervisor's written response. The employee will have the right to meet and discuss the grievance with the Superintendent or designee, at which time he/she may question or present persons with information concerning the grievance and present documents relevant to the grievance. The Superintendent or designee shall prepare a written statement of his/her findings and decision concerning the grievance and deliver it to the unit member within ten business days of his/her receipt of the written grievance. If the Superintendent or designee's decision does not resolve the grievance in a manner satisfactory to the employee, the employee may proceed to the next stage.

STAGE 4: If the unit member and the Association are not satisfied with the Superintendent or designee's decision, the Association may file a demand for advisory arbitration with Public Employees Relations Board (PERB) (with a copy to the District) who will supply a list of seven arbitrators. This will be done within five business days from receipt of the Superintendent or designee's decision. The arbitrator shall issue an advisory award. The arbitrator shall have no power or authority to make any decision which requires the commissioner of an act prohibited bylaw, or which is in violation of the terms of the agreement. The arbitrator's advisory award shall be strictly based upon the verbiage in the collective bargaining agreement and the arbitrator may not, therefore, add to, subtract from or modify any of the provisions of this agreement. The cost of the arbitrator shall be equally shared by the District and the Association. If the unit member and the Association, or the Superintendent or designee, are not satisfied with the advisory award, they may proceed to the next stage.

STAGE 5: The unit member and Association or Superintendent or designee must file a written request for Board of Education review to the Clerk of the Board within five business days of receipt of the advisory award. The Board will consider the grievance, along with

the advisory

award, no later than the second regular meeting after the Clerk's receipt of the written request. The parties shall have the right to appear before the Board to discuss their positions no later than the second regular meeting after the Clerk's receipt of the written request. The Board will consider and base its decision on the record. The Board will take action to grant or deny the grievance, in whole or in part, and will notify the parties of its decision in writing. The Board's decision will be final.

ARTICLE XVI - NOTICE OF POSITION OPENINGS IN DISTRICT

The District will make every effort to post for 10 working days in all buildings of the District the announcement of a job opening to enable employees the opportunity to apply.

ARTICLE XVII - LAYOFF AND RECALL

Layoffs in the competitive class shall be handled in accordance with Civil Service Rules and Regulations.

Layoffs in the non-competitive and labor class shall be by inverse seniority. Teacher aides who work on a one-to-one basis with a particular student, who has been identified by the Committee on Special Education (CSE), shall not have any seniority rights for purposes of layoffs since their particular job assignment is predicated upon working with a specific special education student. Thus, when the special education student leaves the District or the teacher aide is not suitable for the special education student in the judgment of the Committee on Special Education (CSE), the teacher aide's job assignment/position is completed. The District will, however, give preference to recalling any teacher aide whose job is completed when a teacher aide vacancy occurs. Employees in the non-competitive or labor class who have held a previous job on a permanent basis shall have the right upon layoff to bump back to that particular job title, provided, there is someone with less seniority in that former job title.

There shall be a four (4) year recall period for non-competitive and labor class employees in the CSEA Unit who have been laid off. Recalls shall be in the inverse order of layoff in each job title. The employer shall notify the employee of his or her recall by certified mail with return receipt requested. Employees so recalled shall be paid at the same hourly rate they were earning at the time of layoff. This Section shall not conflict with Civil Service Law.

The District shall notify an employee of his recall by certified mail with return receipt at the employee's last known address. It shall be the employee's responsibility to keep the District apprised of his/her current mailing address.

Such recall notice shall be acknowledged within five working days of receipt.

If an employee who has been sent a recall notice fails to respond within the time limits specified above, or refuses a recall, his/her name shall be removed from the recall list.

ARTICLE XVIII - IN-SERVICE COURSES

The Board of Education encourages all employees to improve their job skills. Courses must be directly related to the unit member's job assignment and must have prior approval, first by their immediate Supervisor, and secondly by the Superintendent or designee. Proof of satisfactory completion of the course must be provided before any payment will be made. Unit

members who take approved course work will be allowed to elect one of the following options for reimbursement:

1. Full reimbursement of registration fee for the approved college course, limited to one course per year. The district will also pay for courses that are mandatory for license renewal.
2. Stipend payment as per the following schedule:

- a. \$8 per clock hour for hourly employees.
- b. In lieu of option a. above, employees may, subject to all other conditions, accumulate over a period of time, 15 clock hours which will convert to \$28 added to base pay. This option is available to salaried employees only.

For course work requiring release time from normal work hours, the District will pay only the registration fee (employee will receive no additional stipend). The District will also pay for a per diem substitute when necessary.

ARTICLE XIX· TRAVELING EXPENSE

Mileage compensation for approved use of a personal car in the conduct of school business will be at the IRS mileage rate. Mileage compensation will only be made when the District car is not available. Payment will be made upon presentation of a trip log and signed claim form. Payment of claims will be on a monthly basis.

Traveling employees will be paid a stipend per semester, which will be inclusive of mileage reimbursement as per the following schedule:

- From High School to Middle School or High School to Elementary travel one way - \$50.00
- From High School to Middle School or High School to Elementary travel round trip - \$100.00
- From Middle School to Elementary travel round trip - \$50.00
- From Middle School to Elementary travel one way - \$25.00

Employees not traveling on a daily basis will be paid on a prorated basis per the following;

- Travel every other day - 50% of amount shown
- Travel one, two, three, four days per week - 20%, 40%, 60%, 80% respectively, of stated amount.

Payment will be made when an employee submits a claim form to the business office at the end of each semester. Only 10-month employees are eligible. Only employees administratively assigned are eligible.

ARTICLE XX - TITLE SPECIFIC PROVISIONS

SECTION 1 - NURSES

The District will reimburse full-time Registered School Nurses the triennial license fee upon the submission of a signed claim form to the Business Office.

Effective July 1, 2017, the District will establish the position of Nurse Coordinator. The Nurse Coordinator will receive a stipend of \$4,000 annually in addition to the employee's regular salary amount. With the approval of the Superintendent, the Nurse Coordinator will have the option to work an additional five (5) days to the nurses seven (7) extra days to his/her normal working year.

Nurses with an accredited Bachelor's degree will receive a one-time stipend of \$1,000 to be added to their base salary.

With approval by the building principal, the nurse(s) will work up to seven (7) extra days beyond his/her normal working year. The nurse(s) must submit a time sheet for approval to the building principal.

SECTION 2 - BUS DRIVERS

Trips outside of regularly assigned runs (e.g., field trips, sports runs, etc.) shall be assigned to full-time and part-time* regularly schedule drivers based on seniority (not substitutes). New hires (including substitutes) are not eligible to be included on the list until six (6) months from the date of hire, unless the list has been exhausted, or due to unforeseen extenuating circumstances such as late driver cancellation or those who agree to a voluntary run.

This list will be used for all trips including weekend trips. If any extra trip will result in overtime for the next person on the list, that person will forfeit his turn for that rotation.

The District will pay full-time and part-time* bus drivers one (1) hour each week at

the field trip hourly rate for their monthly bus washing duty. The field trip rate applies to the current contract rate. This also applies to any long-term (more than one month) substitute drivers.

*This only applies to part-time drivers hired prior to June 30, 2021.

TRAINING COURSE REIMBURSEMENT SCHEDULE

Training	Classification	Amount
Mandatory Thirty (30) Hour Training Course	Bus Drivers	NYS Min. Wage Rate/hour
Mandatory Ten (10) Hour Training Course	Bus Monitors	NYS Min. Wage Rate/hour
Two (2) Hour Biennial Testing	Bus Drivers	Regular Hourly Rate
Mandated Three (3) Hour Pre-service Training	Bus Monitors	Regular Hourly Rate
Refresher Course Twice/Year	Bus Drivers Bus Monitors	Regular Hourly Rate
First Aid/CPR/AED (every 2 years)	Bus Drivers Bus Monitors	Regular Hourly Rate
1/2 Hour School Violence	Bus Drivers Bus Monitors	Regular Hourly Rate

Additional assignments beyond their regular contract run will be paid at the bus driver's regular hourly rate for additional hours worked.

The mandated Article 19A fingerprint fee will be paid by the District.

Bus Drivers will be paid for their CDL License renewal after 5 years of service as a Bus Driver.

In the event that full-time (4 trips/day) bus drivers are reduced to two trips/day due to a District decision, all benefits afforded to this group will be maintained on a pro rata basis. This agreement would be in effect for those drivers employed with the District before June 30, 1991. Anyone employed after this date would not be included under this provision.

SECTION 3 - CLERICAL

Regularly employed twelve (12) month clerical unit members shall work 8:00 a.m. through 3:00 p.m., including a half hour lunch period during the summer.

SECTION 4 - CAFETERIA

Cafeteria workers shall be entitled to receive a uniform allowance of up to \$100.00 per school year conditioned upon both receipt of a suitable sales slip or voucher and that the uniform be satisfactory to the District. Receipts may be submitted throughout the school year, but no later than June 1st. Reimbursement will be made within 30 days after the submission of the receipts, or as soon thereafter as possible. Qualifying purchases must be made between July 1st and June 1st.

SECTION 5 - TRAINING

All hourly employees may come in on either opening day or the fall conference day to complete mandatory training and will be paid at their hourly rate.

ARTICLE XXI - PRIOR SERVICE CREDIT

In determining a salary on an appropriate schedule, at the time of hire, each unit member may be given credit for satisfactory prior experience, which is reasonably related in time to the employment in question. Once granted, such prior service credit shall continue in force. Prior service credit shall include:

1. One (1) full year credit for every one (1) year of experience in performing identical duties in the Williamson Central School District or any other school district.
2. One (1) year credit for every two (2) years' experience in performing duties similar to those performed on the job in question.
3. The District may at its sole discretion recognize and grant up to seven (7)

years for prior experience in establishing starting salaries for a newly hired unit member. At no time will more than seven (7) years of prior service credit be recognized.

4. If there is an employee who has worked in the District for the same amount of time attributed to the new employee for prior service credit and is making less than the new employee, the District shall increase the pay of current employee(s) to the rate of the new employee, effective the date of hire of the new employee.

ARTICLE XXII - SALARIES

SECTION 1 - RETURNING EMPLOYEE'S RAISES

2021-2022	3.00%
2022-2023	2.75%
2023-2024	2.75%
2024-2025	2.75%

SECTION 2 - STARTING WAGE RATES

See Appendix A- Starting Wage Schedule

ADDITIONAL ADJUSTMENTS / STIPENDS:

Lead Cleaners	\$0.30/hr.
Cook Managers & Kitchen Managers	\$750/year
Therapeutic Crisis Intervention (TCI) Certified Practitioners	\$250/year

EXTRA CLASSROOM ACTIVITIES (ECA) CENTRAL TREASURERS

Central Treasurer	\$2,400/year
Elementary School Central Treasurer	\$60/semester**

* Bargaining unit members who are notaries shall have their notary fees reimbursed.

**This position shall be removed at the end of the 2021-2022 school year.

ARTICLE XXIII - SALARY ADJUSTMENT FOR OUT OF TITLE PAY

If an employee is assigned by his/her supervisor for a period of more than 5 days in a position that is higher rated, the employee shall be paid for the entire period of time he/she is so assigned at the entry rate of pay for the higher rated position. If the employee's current rate of pay is equal to or higher than the entry rate, he/she shall receive an additional fifty cents (\$.50) per hour for all hours worked in the higher rated position.

When the District is unable to secure substitute teachers to cover all absences, the building principal may, but is not required to, solicit volunteers from among the regular Civil Service Employee's Association employees to assume instructional responsibilities as a substitute. If used as a substitute, the employee will be compensated at a rate of \$15 per class period covered, in addition to his or her regular salary.

ARTICLE XXIV - EXTRA DUTIES

Any bargaining unit employee who is appointed to an extra-curricular activity or elected to the Building Planning Team shall receive payment equal to that of a teacher in the same position. Extra-Curricular appointments will be filled with classified staff members only if a certified staff member has not applied.

ARTICLE XXV - WORK YEAR

10-month hourly employees will receive annualized pay based on a 185-day formula.

All 10-month full-time employees will be expected to work on the student scheduled

days plus a number of conference days per year to total 185 workdays. All employees are expected to attend Opening Day (District and Union Meetings). The other days will be mutually decided upon by the CSEA President and the Superintendent or designee by June 30th of the preceding school year. Unit members will be notified in writing.

ARTICLE XXVI- TUITION WAIVER

The District will waive the non-resident tuition charge for children of unit members who are employed by the District but live outside of the District boundaries.

ARTICLE XXVII - SEPARABILITY

If a court of competent jurisdiction determines that a provision of this agreement is invalid, such determination shall not affect the validity of any other provision of this agreement.

If such a determination has been made and no appeal is made, or if the time to appeal has passed and no appeal has been taken, the parties, as soon as is reasonably practicable, shall enter into collective negotiations limited to the subject matter of such invalid provision.

ARTICLE XXVIII - LEGISLATIVE ACTION

It is agreed by and between the parties that any provision of this agreement requiring legislative action to permit its implementation by amendment of law or by providing additional funds thereof shall not become effective until the appropriate legislative body has given its approval.

ARTICLE XXIX- GUIDELINES FOR EMERGENCY CLOSINGS

A memo will be sent to all 12-month employees by November 1st of each year. In the event the District changes the current practice for emergency closings, the District will

negotiate the impact of changes with the CSEA. Twelve-month employees are expected to report on days of emergency closings unless notified not to report by the Superintendent or designee. If they choose not to report, they have the option of using a personal or vacation day.

The District will pay one (1) day at normal rate if we have 3 or more snow days in the school year (does not need to be consecutive snow days).

ARTICLE XXX- SICK LEAVE BANK

A Sick Leave Bank will be established according to the following terms, conditions and procedures:

Join ONLY after first year of service

150 day maximum

made up from

Days from new members

+

Days from employees over
accumulated maximum

+

Days from members who
previously joined
(Rotational list kept in District Office)

1. Members are added from July 1 (12-month employees) to September 30 (10-month employees).
2. New member may add 1 or 2 personal or sick days.
3. Members who have previously joined will not be assessed again until a complete rotation has occurred.
4. Rotational list starts with highest compensated employee.

- a. If the days in the bank fall below 40, one additional assessment per school year will be allowed.
 - b. When the days in the bank fall below 40, an additional day will be automatically reassessed from each member of the sick leave bank based on the rotational list kept in District Office, until the bank reaches its maximum of 150 days.
 - c. Notice will be sent to members to inform them that the assessment was taken.
 5. District is responsible for the bookkeeping and will notify the CSEA by July 30th of the status of the bank.
 6. In each of the above instances, notice is sent from the District Office to the employees.
-

Staff may use the Sick Leave Bank upon the following terms, conditions and procedures:

1. The employee must have contributed at least one day to the Bank.
2. The employee must have exhausted his/her regular paid sick leave.
3. The employee must have been sick as defined for sick leave purposes for twenty (20) consecutive school days prior to the commencement of Sick Leave Bank benefits.
4. There must be days in the Sick Leave Bank available for use.
5. The employee, or his representative, must request in writing to the superintendent or designee to draw days from the Bank and provide verification of a medical condition by the physician for the applicant.
6. No employee may use more than fifty (50) consecutive days from the Bank.
7. If this number is reached the employee will be ineligible to draw from the Bank for one year from the date when the maximum was reached.
8. There shall be a one hundred fifty (150) day lifetime limitation of usage from the

Bank for an individual.

9. In the event that it is necessary for an employee (who has been on leave using the Sick Bank and has returned to work) to again take leave within twenty (20) days of return, he/she may revert to the Sick Leave Bank immediately without any waiting period.

ARTICLE XXXI - OVERTIME

Any employee who exceeds 40 hours of work weekly will be paid according to state and federal regulations.


ARTICLE XXXII - LONGEVITY

Beginning on July 1, 2017, all bargaining unit employees who are active employees as of the payment date shall be eligible for longevity increases as outlined below. The payment date shall be the 1st pay period of the fiscal year for 10-month employees (generally the 2nd pay period in September). Longevity payments will be made annually as a lump sum. An employee's longevity will be based from their hire date up to June 30th of the prior fiscal year.


Years of Service	Longevity Payment
5	\$125
10	\$250
15	\$375
20	\$500
25	\$625

DURATION

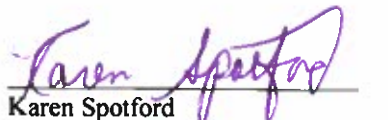
This Agreement, except as provided otherwise, shall become effective on July 1, 2021 and expire on June 30, 2025.


Marygrace Mazzullo
Superintendent Williamson CSD

8/16/2021
Date


Bethany Moore
CSEA President

8/10/21
Date


Karen Spotford
CSEA Labor Relations Specialist

August 10, 2021
Date

APPENDIX A – STARTING WAGE SCHEDULE

	Starting Wages 2021-2022	Starting Wages 2022-2023	Starting Wages 2023-2024	Starting Wage 2024-2025
MAINTENANCE				
Custodian	\$14.50	\$14.90	\$15.31	\$15.73
Cleaner	\$12.88	\$13.23	\$13.59	\$13.97
Mechanic	\$15.87	\$16.31	\$16.76	\$17.22
Groundskeeper	\$14.35	\$14.74	\$15.15	\$15.56
Courier	\$13.59	\$13.96	\$14.34	\$14.74
Maintenance Worker	\$14.85	\$15.26	\$15.68	\$16.11
CAFETERIA				
Cook Manager	\$13.24	\$13.60	\$13.97	\$14.36
Cook	\$13.24	\$13.60	\$13.97	\$14.36
Kitchen Manager	\$13.24	\$13.60	\$13.97	\$14.36
Worker/Helper	\$12.88	\$13.23	\$13.59	\$13.97
CLERICAL				
Acct. Clerk/Typist	\$15.47	\$15.90	\$16.33	\$16.78
Sr. Account Clerk/Typist	\$17.01	\$17.47	\$17.95	\$18.45
Typist (12 mos.)	\$14.35	\$14.74	\$15.15	\$15.56
Typist (10 mos.)	\$14.20	\$14.59	\$15.00	\$15.41
Sr. Typist	\$15.21	\$15.63	\$16.06	\$16.50
Library Clerk	\$13.03	\$13.39	\$13.76	\$14.13
Adm. Asst. (12 mos.)	\$38,292	\$39,345	\$40,427	\$41,539
NON-CERTIFIED TITLES				
Teacher/Student Aides	\$12.88	\$13.23	\$13.59	\$13.97
Classroom Aides	\$12.88	\$13.23	\$13.59	\$13.97
Monitors	\$12.88	\$13.23	\$13.59	\$13.97
TRANSPORTATION				
Bus Driver	\$19,147	\$19,673	\$20,214	\$20,770
Mechanics	\$42,291	\$43,454	\$44,649	\$45,877
Sr. Mechanic	\$55,275	\$56,795	\$58,357	\$59,962
Transfer Rate	\$13.44	\$13.81	\$14.19	\$14.58
Single Run	\$23.04	\$23.67	\$24.33	\$24.99
Double Run	\$39.32	\$40.40	\$41.51	\$42.65
Hourly Driver Rate	\$18.87	\$19.39	\$19.92	\$20.47
Field Trip Rate	\$18.87	\$19.39	\$19.92	\$20.47
NON-TEACHING PROFESSIONALS				
Nurses	\$38,312	\$39,365	\$40,448	\$41,560
St. Int. Spec.	\$35,761	\$36,744	\$37,754	\$38,793
Computer Services Asst. (12 mos.)	\$41,472	\$42,612	\$43,784	\$44,988
Physical Therapist	\$62,165	\$63,874	\$65,631	\$67,436
Occupational Therapist	\$62,165	\$63,874	\$65,631	\$67,436
COTA (OT Assistant)	\$41,851	\$43,002	\$44,184	\$45,399
Coordinator of Network Technology Services	\$57,165	\$58,737	\$60,352	\$62,012

