

NEGOTIATED AGREEMENT

Between the

Superintendent of the

WILLIAMSVILLE CENTRAL SCHOOL DISTRICT

AND

CSEA, Inc., LOCAL 1000, AFSCME, AFL-CIO

THE WILLIAMSVILLE CENTRAL SCHOOLS CUSTODIAL UNIT 6755, LOCAL #868

JUNE 1, 2024 – JUNE 30, 2027

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Article 1 - PREAMBLE

- 1.1 PREAMBLE - This Agreement is made by and between the Williamsville Central School District (hereinafter called the District) and the CSEA, Inc., Local 1000, AFSCME, AFL-CIO, Williamsville Schools Custodial Unit 6755, Local #868 (hereinafter called the Association or Union).

Article 2 - RECOGNITION/UNIT DEFINITION

- 2.1 RECOGNITION - The Association shall be the exclusive bargaining agent for the employees, and the unit is defined as follows: the unit shall consist of employees serving in the titled positions for which compensation has been negotiated and is reflected in the salary schedules contained herein. Excluded from the unit are per diem substitutes, temporary positions, Child Nutrition Director, Director of Facilities, Asst. Superintendent of Bldgs & Grounds, Executive Housekeeper, Head Maintenance Mechanic and Electronics Technician.
- 2.2 TEMPORARY POSITIONS - Temporary employees are employees hired by the District for less than one (1) year in other than a permanent position which, as a result, does not replace any bargaining unit member.

Article 3 - ASSOCIATION RIGHTS

- 3.1 DUES DEDUCTION - The Association having been recognized as the exclusive collective bargaining agent for employees covered in this unit shall have payroll deductions of membership dues and premiums for Association sponsored benefit programs for those employees who shall authorize such deductions. Member authorizations for dues deductions will remain in effect unless revoked by a written signed statement by the employee to the District.

The Association shall save and hold harmless the District for any and all damages and liabilities that may accrue by reason of any action or proceeding involving or in any way relating to the dues deductions provision herein set forth, excluding negligent actions by the District.

Deductions will begin with the second pay in September for all Association members with an authorization on file. The total amount of annual dues, (for the Association and designated affiliates), will be deducted in twenty equal installments.

Dues deductions will be regularly remitted to the CSEA, Inc., 143 Washington Avenue, Albany, NY 12210.

- 3.2 BOARD OF EDUCATION ACTIONS - The District will provide to the Association a copy of Board Agenda and personnel changes each time the Board meets and takes action.
- 3.3 UNION MEETINGS AND CONVENTIONS - The District will grant leave of absence without loss of pay or leave benefits to a member designated by the C.S.E.A. to attend CSEA State Convention or CSEA Region #6 meetings provided:
- 3.3.1 No more than one (1) member is on leave for this purpose at the same time;

3.3.2 The CSEA Unit President shall file a written notice with the District ten (10) days in advance of the leave. The notice should contain the name of the member, the beginning and ending dates of the leave and the meeting to be attended.

3.3.3 Not more than a total of ten (10) days of leave (whether granted to one (1) member or more than one (1) member) for this purpose will be granted during any fiscal year.

3.4 UNION BUSINESS LEAVE – The unit president shall be allowed to use up to two (2) work hours per week without charge to accruals to attend to union business. Use of such time will not disrupt the working time of any other unit member. Additionally, such leave time taken by the unit president as agreed to by District Administration and the Union to attend to business and/or meetings involving both the District Administration and the Union, and/or to attend to business as pre-approved by the Assistant Superintendent for Human Resources or his/her designee, will not be counted in the two (2) work hours per week allotment contained in this section.

Article 4 - ASSOCIATION RESPONSIBILITIES

4.1 AFFIRMATION NOT TO STRIKE - The CSEA 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.

4.2 LISTS OF OFFICERS AND MEMBER REPRESENTATIVES - The Association agrees that it will furnish the District with a list of Officers and other member representatives of the Unit by July 31st of each year and update the list if changes occur during the fiscal year.

Article 5 - MANAGEMENT RIGHTS

5.1 MANAGEMENT RIGHTS - All rights not bargained away by the District are retained by it and may be exercised as long as such actions are not violative of law or terms and conditions of this Agreement.

5.2 SUPERINTENDENT'S DIRECTION - It is understood that the members serve under the direction of the superintendent and in accordance with all District policies and regulations.

Article 6 - NEGOTIATIONS PROCESS

6.1 NEGOTIATION PROCEDURES - There shall be a mutual exchange of written proposals for a successor agreement not later than February 1st of the final year of the agreement unless an alternate date has been agreed upon by the parties. Both parties are obligated to meet at reasonable times and confer in good faith with respect to collectively negotiating a successor agreement. Such obligation does not compel either party to agree to a proposal or require the making of a concession.

6.2 COMPLETE AGREEMENT - This Agreement is complete and contains all the provisions agreed to by the parties in negotiations during which each party had a fair opportunity to raise every matter, which is a proper subject of collective bargaining.

Therefore, for the life of this Agreement, the District and the Association each waive the right and each agrees that the other shall not be obligated to negotiate collectively with respect to any subject or matter referred to or covered in this Agreement, except as noted herein or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been thought of by either or both of the parties at the time they negotiated and signed this Agreement.

- 6.3 AMENDMENTS - No provision of this Agreement may be deleted or changed, and no provision may be added to this Agreement, by implication or by any other means except a written amendment to this Agreement signed and ratified by both parties.
- 6.4 CONFORMITY TO LAW - If any article or part thereof of this Agreement or any addition thereto should be decided as in violation of any federal, state, or local law, or if adherence to or enforcement of any article or part thereof should be restrained by a court of law, the remaining articles of the Agreement or any addition thereto shall not be affected.
- 6.5 CONFORMITY TO LAW MODIFICATION - If a determination or decision is made as per Section 6.4 of this article, the original parties to this Agreement may by mutual consent convene for the purpose of negotiating a satisfactory replacement for such article or part thereof.

Article 7 - BOARD OF EDUCATION APPROVAL

- 7.1 LEGISLATIVE CLAUSE - 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 8 – COMPENSATION

- 8.1 WAGES – Effective June 1, 2024, existing employees shall receive a one-time base salary adjustment equal to the difference between the previous starting salary/hourly rate and the new starting salary/hourly rate for their job title. Employees hired on or after complete ratification of this Agreement will be compensated at the applicable starting rate as set forth in Appendix A of this Agreement, which lists the minimum starting salary or hourly rate applicable to each job title. Additionally, all unit members will receive the following increases to their respective pay rates provided the employee has worked more than one half (½) of the prior fiscal year:

Effective July 1, 2025, the salary/hourly rate of each eligible member in effect on June 30, 2025, shall be increased by 2.0%.

Effective July 1, 2026, the salary/hourly rate of each eligible member in effect on June 30, 2026, shall be increased by 2.9%.

On July 1st annually throughout the term of this Agreement, the District may, at its discretion, elect to increase starting wages for each/any job title by up to 1.5% (rounded to the nearest 10th Dollar if the District so chooses). The District must establish the wage schedule for the following school year by June 15th annually.

- 8.2 SHIFT DIFFERENTIAL – A member will be paid an hourly differential for each consecutive hour worked on his/her shift, with shift being defined as a 5, 6, 7 or 8-hour assigned work period, dictated by the member's regularly scheduled shift start time. In this regard, shift differential will be paid in accordance with the following:

<u>Shift Start Time Range</u>	<u>Differential</u>
Start time between 3:00 a.m. and 11:29 a.m. (1 st Shift)	no differential
Start time between 11:30 a.m. and 9:59 p.m. (2 nd Shift)	\$.50 per hour
Start time between 10:00 p.m. and 2:59 a.m. (3 rd Shift)	\$.60 per hour

8.2.1 APPLICATION TO HOURS OUTSIDE OF REGULAR ASSIGNMENT –

- (i) An employee who works consecutive hours beyond his/her scheduled shift will be paid at his/her regular rate plus any applicable shift differential for all hours worked, based on his/her shift start time.
- (ii) An employee who performs "call-in" work will be paid the applicable shift differential for all hours worked, based on his/her actual start time. For purposes of this section, call-in work is defined as work performed at the request of the District when the employee is not regularly scheduled, including but not limited to building checks, snow removal, building permit requests and building emergencies.
- (iii) An employee who is not regularly assigned to work the first shift, and who is requested to work first shift by the District will be paid the appropriate shift differential based on his/her regularly scheduled shift start time for all hours worked that day. An employee who is not regularly assigned to work the first shift and who volunteers to work first shift will not be paid a shift differential. For purposes of this subsection, out-of-title work is considered voluntary.

- 8.3 OVERTIME – Overtime will be determined by a roster at each building or department, which will be formulated and posted, by each Head Custodian, Head Grounds person or Head Maintenance Worker. All overtime will be distributed equitably by rotating said roster.

Members will be paid one and one half times their regular rate of pay for all hours worked in excess of forty (40) hours in any workweek. Holidays, bereavement leave, emergency closings, personal leave, and vacation time will not be considered as a break in the workweek; however, sick leave will not be counted toward determining overtime.

Child Nutrition members shall be paid one and one-half times their regular rate of pay for all hours worked on Saturday, Sunday or holidays or after 6:00 p.m.

- 8.4 CALL-BACK - When a member has completed his/her normal hours and has left the District premises, is called back to work, he/she shall be guaranteed a minimum of two (2) hours work or two (2) hours pay at the applicable rate. This paragraph shall not apply to scheduled overtime work.

- 8.5 OUT-OF-TITLE PAY – A member who is assigned, with prior approval of the Director of Facilities or his/her designee, to the full responsibilities of the position of Head Custodian, Head Grounds person, Cook Manager, Cook, or Custodian because of vacation, sickness or other temporary reasons or absences, shall, beginning with the second (2nd) consecutive work day in such position, or if a member works six (6) days (single or otherwise) in a fiscal quarter, be paid the difference between the starting rate of pay with a minimum of fifty (\$.50) cents per hour for each day working out of title. The hourly increase will revert back to the first day on the job for the higher classification. A Cleaner who is assigned, with prior approval of the Director of Facilities or his/her designee, to the full responsibilities of the Laborer position shall be paid the difference between the starting rate of pay with a minimum of fifty (\$.50) cents per hour for each hour working out of title.
- 8.6 MILEAGE REIMBURSEMENT - When the nature of a member's duties requires them to use their personal motor vehicle, the member will be reimbursed at the rate per mile for business travel that has been established by the United States Internal Revenue Service and approved by the Board of Education at that time. Mileage reimbursement will be processed in accordance with the standard mileage reimbursement process employed District-wide.
- 8.7 PAID LEAVE RATES - In the case of a vacation or other paid leave of absence, a member's pay will be based on their regular rate of pay as set forth in Appendix A, including any shift differential he would have received had they worked their normal schedule on the work day(s) the leave was taken.
- 8.8 ATTENDANCE STIPEND - Each full time twelve (12) month salaried member will receive an incentive if the member has not been absent except for union leave, bereavement leave, vacation, jury duty and/or emergency school closings if the member is not scheduled or requested to work when there is an emergency closing of school(s). - The stipend will be calculated and paid quarterly beginning January 1 of each year as per above listed conditions.

No Absences \$71.25 Quarterly (up to \$285 annually)

Each part-time member will receive an incentive if the member has not been absent except for union leave, bereavement leave, vacation, jury duty and/or emergency school closings if the member is not scheduled or requested to work when there is an emergency closing of school(s). The stipend will be calculated and paid quarterly beginning January 1 of each year as per above listed conditions.

No Absences \$46.25 Quarterly (up to \$185 annually)

8.9

LONGEVITY

Longevity for 12 month, full-time and part-time personnel - Upon the completion of 4, 9, 14, 19, and 24 continuous years of service by June 30, and upon the completion of a satisfactory evaluation and upon the recommendation of the Assistant Superintendent for Finance and Management, the following merit increases will be implemented:

Effective July 1:

Beginning

<u>Year</u>	
5	\$400
10	\$600
15	\$800
20	\$1,000
25	\$1,200

Longevity for 10-month members (Child Nutrition Workers) – Upon the completion of 4, 9, 14, and 20 continuous years of service by June 30, and upon the completion of a satisfactory evaluation and upon the recommendation of the Assistant Superintendent for Finance and Management, the following merit increases will be implemented:

Effective July 1:

Beginning

<u>Year</u>	
5	\$150
10	\$250
15	\$350
20	\$500

Longevity/Merit increases will be paid during the month of December.

8.10

TRAINING STIPEND – Custodians, Grounds Workers and MEO's will receive a stipend of \$550 annually for successfully completing a district provided training program subject to a satisfactory evaluation by the Director of Facilities. The training will be held annually by the district at no cost to the member and will be held during regularly scheduled work hours of the member where practicable. All members in the affected titles will be given a reasonable opportunity to attend the training and will be compensated at the hourly rate of pay prescribed in this agreement. The decision whether or not to attend the training program and receive the stipend is voluntary by the member.

Eligible unit members who elect to attend the training program and to receive the stipend understand and acknowledge the District's expectation that they shall perform any and all work as directed by the District falling within the scope of the training program.

To the extent the Union contends that any aspect of a particular training program offered falls outside the scope of duties of the job title held by the member intending to participate in that program, the Union agrees to raise the issue to and resolve it with the Director of Facilities prior to any member's participation in the program.

Article 9 - HEALTH BENEFITS

- 9.1 HEALTH BENEFITS - The following changes to the Health Benefits plan will be made effective upon ratification of this agreement and enrollment of participating members:

The District will make the health insurance plan identified in section 9.1 available to eligible employees. Eligible members shall be those members in the bargaining unit:

- (i) who have a regular appointment to work forty hours; or
- (ii) who are part-time members hired prior to July 1, 1991 who are enrolled in district health plans will continue to be enrolled in the plans according to the same schedule as full-time members, or
- (iii) who are part-time members hired prior to July 1, 1991 who have not been enrolled in a District health benefit plan who provide evidence of a need to participate upon a change in marital status, death or loss of employment or benefits of a spouse.
- (iv) Child nutrition workers who receive an appointment of twenty (20) hours or more per week and who have been given the Health Insurance benefits and Sick Days will be grandfathered in these areas should the District mandate a reduction in hours of below twenty (20) hours per week.

- 9.1.1 Independent Health Association, HMO, Encompass C. The District shall offer single or family plan coverage for each eligible member.

Beginning July 1, 2022 eligible members enrolled in the district provided health insurance plan will contribute 16% of the monthly premium.

In the event that the carrier discontinues or modifies part or all of the Encompass C coverage in effect on January 1, 2012, (excluding prescription coverage) the District will offer the carrier's most similar successor plan or coverage. The District will not be liable to CSEA or any individual member or insured person as a consequence of any changes by the carrier to the Encompass C coverage or any successor plan or coverage. Furthermore, the District shall have the option of providing equivalent or better coverage than that specified in 9.1 above, through another carrier or carriers or through self-insurance.

The District may change the health insurance carrier and/or prescription plan to another provider so long as the change will not result in a loss of benefits, including prescription plan benefits, or enrollment eligibility for any participating member as a result of the change.

- 9.1.2 Dental Plan: The District shall make available to each eligible member the Dental Plan Self-funded and shall pay annually for each enrolled member whether individual or family coverage, 90% of the premium.

Effective January 1, 2020, members shall further have the option to purchase the CSEA administered Solstice Dental Plan by paying the full cost difference above the District's contribution to the Self-funded Dental Plan as previously described in this paragraph.

9.1.3 Where both husband and wife are employees of the District, only one may enroll in a health benefit plan providing dependent coverage. Each may select a plan providing individual coverage if it is allowed by the carrier.

9.1.4 Transfers between health benefits plans shall normally occur on January 1. Application for such transfer must be made by December 1.

9.2 HEALTH INSURANCE PARTICIPATION – Ineligible members:

Part-time members not eligible for District-paid health insurance benefits may participate in the plan by paying their own health insurance costs.

9.3 NON-DUPLICATION OF BENEFITS - Members, who are otherwise eligible under 9.1 (i), (ii), (iii), (iv), who are covered by a health benefit package at least equal in benefits to the District's and through a spouse's employment will not be eligible to participate.

Article 10 - SICK LEAVE BENEFITS

10.1 SICK LEAVE – Sick leave with pay shall accrue for members hired prior to February 2012, having a regular appointment, at the rate of 1½ days per month worked, during each fiscal year, pro-rated in accordance with the appointment (maximum of 18 days per year for 12 month members) to a maximum of 220 days. Sick leave with pay shall accrue for members hired on or after February 2012, having a regular appointment, at the rate of one (1) day per month worked, during each fiscal year, pro-rated in accordance with the appointment (maximum of twelve (12) days per year for 12 month members) to a maximum of 220 days. Upon completion of eleven (11) years of continuous service with the District, sick leave with pay shall accrue at the rate of one and one-half (1½) days per month worked, during each fiscal year, prorated in accordance with the appointment (maximum of eighteen (18) days per year for twelve-month members) to a maximum of two hundred twenty (220) days. Sick leave must be earned and accumulated before it can be used. Credit for monthly sick leave accruals will not be granted to a member covered under this Section who takes any unpaid days (also known as "x days") or who is on an unpaid leave of absence during the month. During the first year of employment, sick leave shall be prorated on a fiscal year basis from the date of appointment.

Sick leave provided under this Section 10.1 may be utilized in any instance in which any member, by reason of physical and/or mental illness or injury, is disabled, incapacitated and/or unable to perform the duties of his/her position. Sick leave under this Section may not be used to extend a holiday or vacation unless the employee is off work for a valid sick leave reason. Abuse of sick leave pursuant to this Article may subject an employee to disciplinary action, up to and including termination from employment, pursuant to Section 16.7 of this Agreement.

10.2 PARTIAL DAY ABSENCE – A member who leaves the work site prior to completion of his/her assignment will be charged against accumulative leave proportionate to the amount of work time not completed. In no instance will the member be allowed to fulfill medical appointments without a charge to accumulative leave.

10.3 PHYSICIAN'S STATEMENT – In cases of absences of three (3) or more consecutive days, or in cases in which an employee's absence record shows a pattern of absence, the Assistant Superintendent for Human Resources, in his/her sole discretion, may require the member to furnish a written statement issued by the member's physician or school physician indicating the inability of the member to perform his/her duties for the period or for the occurrence for which sick leave was taken. A member returning to work after surgery or prolonged illness (10 days or more) shall furnish the District with a written statement from his/her physician that he/she is able to resume his/her normal duties.

10.4 EXTENDED SICK LEAVE - Special sick leave with half pay may be granted by the Superintendent up to a maximum of three (3) months, to a member who has more than three (3) years continuous service with the District and who is necessarily absent from duty because of personal illness or physical disability and used all their sick leave with pay allowed under other rules. The Board of Education may continue this special sick leave for a period not exceeding an additional three (3) months.

The guideline for the number of days that may be granted at any one time will be based on one-half of the member's number of accumulated sick leave days consecutively used to depletion. This guideline is not restrictive and may be increased or decreased as factors of length of service and nature of illness or recurring illness are considered.

A member who is approved for extended sick leave pursuant to this Section 10.4 shall not accrue benefits related to any type of paid leave during the time the member is on extended sick leave.

10.5 ATTENDANCE BONUS - A full time member with 15 years of service in the district and New York State Employees' Retirement System retirement-eligible will be eligible for an attendance bonus. At the time of retirement, eligible members will receive \$50.00 per day for each unused paid leave day up to a maximum of 220 days. The payment for this benefit cannot exceed \$11,000. This benefit will be prorated for part time members.

A full time member with 15 years of service in the district and New York State Employees' Retirement System retirement-eligible, who uses less than four (4) sick, family or personal days, in total, during each of the four (4) school years (start of school year is July 1) immediately preceding retirement will be eligible for an enhanced, superseding attendance bonus. At the time of retirement, the eligible member meeting the additional criteria will receive \$55.00 per day for each unused paid leave day up to a maximum of 220 days.

The payment for this benefit cannot exceed \$12,100. This benefit will be prorated for part time members.

In order to be eligible for this attendance bonus, the member must submit the written notice of resignation for retirement purposes four (4) months prior to its effective date.

Article 11 - OTHER LEAVES

- 11.1 PERSONAL LEAVE (PAID) - Each member who has been granted a regular appointment shall be eligible for four (4) days paid leave of absence per year, with hours paid per day based on his/her regularly scheduled work hours, which shall not be accumulated from year to year. These leave days shall not be used immediately before or after a recess or holiday except in cases of proven serious illness in the member's immediate family. Such leave days may be used for the following matters of a pressing and immediate nature, which cannot be taken, care of during non-school time:
- 11.1.1 Serious illness of a member of the member's family, i.e., a member's parent, spouse, child, brother or sister,
 - 11.1.2 Observance of religious holiday by employee,
 - 11.1.3 Court appearance (other than as a defendant),
 - 11.1.4 Such other reasons approved by the Superintendent.
 - 11.1.5 One of the four (4) days personal leave will be granted automatically for the member's personal business provided he submits a written request therefore to their immediate supervisor at least three (3) days in advance thereof. This day may not be used immediately before or after a recess or a holiday.
- 11.2 UNUSED PERSONAL DAYS ACCRUAL - Unused personal leave days shall be added to a member's accumulated sick leave, subject to maximum accrual.
- 11.3 BEREAVEMENT - Each member who has been granted a regular appointment shall be eligible for up to five (5) days paid leave of absence, with hours paid per day based on his/her regularly scheduled work hours, for each death in the member's immediate family, provided the member attends the funeral. As used in this paragraph an employee's immediate family is limited to his/her spouse or domestic partner, parents, parents-in-law, children, brothers, and sisters. Three bereavement days will be allowed for the death of a grandparent, grandchild, brother/sister-in-law, and relative(s) of an employee residing in the employee's immediate household. Personal days may be used for deaths of other relatives and friends. Leave days provided in this paragraph shall not be cumulative. The Superintendent, in his/her discretion, may grant additional unpaid leave in exceptional cases.
- 11.4 CHILD REARING LEAVE (UNPAID) - A member shall be eligible for child-rearing leave without pay to care for an infant up to two years of age.
- 11.4.1 The member shall provide at least thirty (30) days written notice of intent to take such leave. The notice will include the age of the child as well as the beginning and ending dates of the leave. Notice will be waived in the case of verifiable emergencies such as unforeseen medical problems.
 - 11.4.2 The leave shall be for a period not to exceed one (1) year.
 - 11.4.3 Such leave shall be concurrent with leave provided in accordance with the Family Medical Leave Act.

- 11.5 PERSONAL LEAVE (UNPAID) – A member, with the recommendation of the Superintendent may be granted a leave of absence for personal reasons by the Board of Education for a period not to exceed one (1) year. To be eligible for a leave of absence for personal reasons other than medical, the member must have completed three (3) years of continuous service in the District. Such leave of absence time is granted without pay and will not be credited toward salary or fringe benefits.

All accruals, other than sick leave, if not applicable to the purpose of the leave, must be exhausted before a member may request or be approved for unpaid leave day(s). Nothing herein is intended to alter or expand the acceptable use of leave days as described elsewhere in this agreement.

Article 12 - EMERGENCY SCHOOL CLOSING

- 12.1 EMERGENCY SCHOOL CLOSING – When schools are closed for emergency purposes after the arrival of Child Nutrition Workers, those Child Nutrition Workers who have already arrived at work shall be paid a minimum one-half of their normal work day unless required to remain longer.
- 12.2 If a travel ban is in effect as determined by the governing authority or the district tells employees not to report, all salaried and hourly members shall be able to use an “E” day. Members requested to work on such days shall receive compensatory time during the current school year in accordance with Section 14.2.

Those members requested to work who cannot do so for legitimate reasons may utilize a personal day or vacation time, whichever is appropriate. Those members not requested to work will not receive compensation unless the member(s) takes a personal leave or vacation day. Hourly members who have been granted a regular appointment and work twenty (20) hours per week or more may utilize Personal Leave Days (11.1) during an emergency school closing. Hourly members who start to work and then are sent home because it becomes necessary to close the building will be paid their normal rate of pay.

Article 13 - HOLIDAYS

- 13.1 HOLIDAYS- FULL-TIME AND PART-TIME 12-MONTH MEMBERS - The District and the Association hereby agree to the following holidays for all full-time and part-time 12-month members:

Independence Day	1/2-Day New Year's Eve
Labor Day	New Year's Day
Columbus Day	Martin Luther King Day
Veteran's Day	Presidents' Day
Thanksgiving Day	Good Friday
Day after Thanksgiving	Monday after Easter
Day before Christmas	Memorial Day
Christmas Day	Juneteenth

- 13.2 HOLIDAYS – 10-MONTH MEMBERS (CHILD NUTRITION WORKERS) The District and the Association hereby agree to the following holidays for all 10-month members:

Labor Day	New Year's Day
Columbus Day	Martin Luther King's Birthday
Veterans' Day	Good Friday
Thanksgiving Day	Memorial Day
Christmas Day	Juneteenth

- 13.3 HOLIDAY REPLACEMENT - If for any reason, schools are open on any of the above holidays the District and the Association must mutually agree not later than 15 days after the scheduled holiday on another day to replace the holiday or that day shall be taken as an additional paid vacation day.

Article 14 - VACATIONS

- 14.1 VACATION ENTITLEMENT - All full-time and part-time twelve-month members will be entitled to paid vacation on the basis of their regularly scheduled work hours in accordance with the following schedule.

<u>Years of Service</u> <u>Continuously Completed</u> <u>By July 1</u>	<u>Days Vacation</u>
1 – 4	11
5	12
6	13
7	14
8	15
9	16
10	17
11	18
12	19
13	20
14	21
15	22
18	Ability to bank days

Additionally, members with eighteen (18) years of continuous completed service shall have the ability to roll over three (3) vacation days each year to a maximum accumulation of thirty (30) days. A member shall notify the Director of Facilities if using more than five (5) vacation days in addition to the annual allotment.

- 14.2 VACATION SCHEDULING - Except as provided in section 14.1 for members with eighteen (18) years of continuously completed service, vacation benefits earned during one fiscal year must be used during the subsequent fiscal year and may be taken at any time during the year provided the District's operations are not disrupted thereby.

New members will be entitled to a partial vacation based on one day of vacation for each month of service prior to July 1.

Except for members with eighteen (18) years of continuous completed service, who may roll over up to three (3) **days' vacation** each year pursuant to section 14.1, earned vacation not used in a year following its accumulation may not be saved for later use, nor will compensation be made in lieu thereof, unless the member is unable to take his/her scheduled vacation because of the operational needs of the District as determined by the District. If two or more eligible members request the same vacation time off, preference will be given to the member(s) with the greater seniority with the District.

Article 15 - RETIREMENT PLANS

- 15.1 UNUSED SICK LEAVE - The District will provide option 41J to the current New York State ERS retirement plan. This option applies unused sick leave as additional service credit upon retirement. Allowable unused sick leave is limited to 165 days. This time cannot be used to qualify a member for a benefit.

Article 16 - CONDITIONS OF EMPLOYMENT

- 16.1 WORK SCHEDULE - The current work schedules including normal hours per day, normal days per week, and normal starting and quitting times for members will be provided by the District. The District reserves the right to continue those schedules or to make modifications unless limited by any other provisions of this Agreement. However, there will not be weekly or monthly changes in schedules that are designed to avoid overtime.

For members hired prior to July 1, 2006 and listed in Appendix B, the workweek will begin on Monday at 12:01 a.m. and end on Friday at 12:00 p.m.

For members hired July 1, 2006 or anytime thereafter, and for any member hired prior to July 1, 2006, who volunteers for an alternative work schedule, or any member who assumes a promotional position (July 1, 2006 or anytime thereafter) as a Maintenance Mechanic, Grounds Equipment Operator, Grounds Chief, Laborer, Custodian or Head Custodian, the workweek will be defined as an "alternative work week" and consist of any five (5) consecutive work days in a seven (7) day period. The district may post two (2) positions in each building and two (2) positions each in maintenance and grounds. This may be accomplished by posting one (1) alternative workweek position in each area upon ratification of this agreement and one (1) alternative workweek position in each area after July 1, 2010.

For the purposes of this agreement, a shift change while holding the same Civil service job title is not considered to be a promotion and would not trigger susceptibility to an 'alternative work schedule'.

If a change of four (4) or more hours occurs in the daily schedule and the incumbent does not want the position with the altered work schedule, the position will be posted. The District will fill the position from internal applicants within the same job classification. The position will be offered to the member who best meets the requirements of the position. If two (2) or more applicants are determined to have equal qualifications, the position will be offered to the candidate with the greatest seniority with the District. Changes to work schedule hours shall be done affecting the least senior members first unless a more senior member volunteers. An employee will be given five days notification in the case of a non-voluntary

schedule change of one or more months. The displaced employee shall be assigned to the position vacated by the replacement person. If none of the members within the affected job classification express an interest in the posting, the incumbent shall continue in that position and work the altered schedule.

Effective for employees hired on or after July 1, 2019, and for existing employees who choose to bid on such job openings, the alternate work week will further include two (2) persons from the Maintenance Mechanic job title with a work week defined as five (5) consecutive days within a seven (7) day period, and with a reporting time of 2:30 PM – 11:00 PM (2nd Shift).

16.2 JOB POSTING - The District will post announcements of new job titles and permanent openings in existing job titles for a period of five (5) working days. Posting will indicate starting and quitting times. This, however, does not negate the right of the District to implement Section 16.1 Work Schedule. During that five (5) day period, any member who desires to be considered for the announced job shall apply therefore in writing to the Human Resource Office.

16.3 FILLING VACANCIES - In filling announced jobs, the District will give consideration to qualified members before filling the job from outside. Such considerations shall be reasonable and consist of, but not limited to, good job performance, evaluations, relevant work experience, good attendance record. If the qualifications of the applicants are determined by the District to be substantially equal, the applicant with the longest continuous service will be selected to fill the vacancy. Nothing in this paragraph will prevent the District from filling the vacancy on a temporary basis during the posting period. While the District reserves the right to fill positions based on reasonable expectations and qualifications consistent with civil service specifications, a more senior member who is not chosen to fill the announced position may request a meeting with the lowest level supervisor outside the negotiating unit before the appointment is made to discuss why a less senior member or a person outside the unit was selected. The member may have union representation present at this meeting. The member may present reasons why he/she should be selected to fill the position, which may not have been considered during the selection process, and which may affect the decision made by the District.

If, however, the parties agree as a result of the meeting, that the District has selected the applicant who best meets the District's expectations and the requirements of the position, and the District has complied with all requirements of the Agreement regarding the filling of vacancies, the matter will be considered closed and not subject to the grievance procedure.

16.4 PROMOTION PAY - If a member applies and receives a permanent promotion to a higher position, the member promoted will receive at least fifty (\$.50) cents per hour increase in pay, with the exception that a member promoted to an Elementary School Head Custodian position will receive the starting rate of pay as set forth in Appendix A of this Agreement or a seventy-five cents (\$.75) per hour increase in pay (whichever is higher), and a member promoted to a Middle School Head Custodian position will receive the starting rate of pay as set forth in Appendix A of this Agreement or a one dollar (\$1.00) per hour increase in pay (whichever is higher), and a member promoted to a High School Head Custodian position will receive the starting rate of pay as set forth in Appendix A of this Agreement or a one dollar and twenty-five cents (\$1.25) per hour increase in pay (whichever is higher).

- 16.5 CIVIL SERVICE PAY LIMITATION - Any present member in the Laborer or non-competitive class who receives a provisional appointment will be paid at Step 1 or an increase of fifty (\$.50) cents per hour, whichever is higher.

Any provisional member in the Laborer or non-competitive class who receives a permanent/probationary appointment from an open competitive Civil Service Eligible List will be placed on Step 1. After a minimum of eight weeks, the member will be placed on a step, which grants a salary increase of at least fifty (\$.50) cents per hour over the salary prior to the promotion, retroactive to the beginning of the probationary period.

- 16.6 PERSONNEL FILES – A member may review his/her personnel file (excluding confidential employment references) at any time, upon reasonable written request to the Assistant Superintendent for Human Resources. The member shall receive a copy of any correspondence concurrent with the time it is inserted in the member's personnel file. An employee will have the right to submit a written rebuttal or explanation to any item in his/her file, including written evaluations. At the request of the individual member, written reprimands seven (7) years or older (no evaluations) will be removed from the personnel file. However, written reprimands three (3) years or older will not be considered for purposes of progressive discipline.

- 16.7 DISCIPLINE DISCHARGE

16.7.1 DISCIPLINE PROCEDURE - The following procedure will be used in lieu of a Section 75 of the Civil Service Law, and shall constitute a waiver by the member and the Association to pursue any other remedy before any court, administrator, state or federal agency for all members. This procedure shall not preclude the parties from meeting at any time to settle differences without a hearing.

16.7.2 PROBATIONARY PERIOD - All permanently appointed members serve a one-year probationary period from the effective date of employment as approved by the Board of Education. A member's service may be terminated at any time during and up to the expiration of the probationary period with one- week's prior written notice.

16.7.3 ASSOCIATION REPRESENTATION – A member will be allowed representation at any level of the disciplinary procedure.

16.7.4 ORAL/WRITTEN WARNING – A member's actions, on or off duty, which reflect negatively on the employment role with the District, as judged by the Director of Facilities or his designee, shall receive an oral warning. If the matter is not resolved or similar or other problems continue, the member may receive another oral warning or a letter warning. The member may respond in writing to any written warnings, which will be attached thereto and made part of the member's record.

16.7.5 SUSPENSION - Performance problems subsequent to the receipt of a letter of warning may lead to a suspension of one to three days. The member may appeal in writing to the Assistant Superintendent for Finance and Management Services to present his/her case as to why the suspension would be modified or revoked. A member with suspensions totaling more than four days in any one school year may grieve the additional suspensions in that year through the regular grievance procedure.

16.7.6 DISCHARGE AND APPEAL – Continuing problems subsequent to a suspension or a single serious infraction may lead to a discharge from employment. A decision to take action will not be based on events, which occurred more than three years prior to the notice of discharge. The district will notify the member and the Association in writing of the effective date of discharge. In the case of a discharge the member, with the Association, may appeal a decision by filing for arbitration in accordance with the Grievance procedure within fifteen consecutive calendar days of the effective date of the discharge. Failure to file for arbitration within the time frame specified shall constitute acceptance of the dismissal and shall constitute a waiver by the member and the Association to pursue any other remedy before any court, administrator, state or federal agency.

16.8 REDUCTIONS IN FORCE - In the case of a reduction in force in any job title covered by this Agreement, or a subsequent recall, the District will comply with the provisions of the New York Civil Service Law and regulations issued thereunder.

16.8.1 Accordingly, the layoff, bumping, retrenchment and recall rights of all competitive class employees in the unit will be in accordance with Sections 80 and 81 of the New York Civil Service Law and regulations, as amended from time to time.

16.8.2 For all other employees not subject to New York Civil Service Law Sections 80 and 81, layoff and recall will be in accordance with the following procedure:

In the case of a reduction in force in a job title, the employee with the least seniority in the affected job title will be laid off, except that if the employee previously held a lower job title in the unit in the District, he/she may displace the least senior employee in that previously-held lower job title to the extent he/she has greater unit seniority than the least senior employee to be displaced. The employee thus displaced will be laid off. If an employee does not elect to exercise his/her rights to displace, he/she will be laid off. To the extent an employee has displacement rights under this subsection and elects to exercise those rights, he/she will not forfeit recall rights to his/her previous job title. To the extent the employee exercises his/her displacement rights, he/she will be paid at a rate comparable to the rate of pay of an employee in that job title with comparable unit seniority.

Whenever a vacancy occurs in a job title within the District, employees who are either on layoff from that job title or who have exercised their displacement rights pursuant to this subsection, will be recalled in accordance with their job title seniority in the reverse order in which they were laid off or affected by exercising displacement rights. An employee laid off pursuant to this subsection shall have recall rights to the job title from which he or she was laid off for a period of two (2) years from the time of layoff.

An employee recalled and who thereafter performs work beginning in the first half of the fiscal year, no later than December 31, will be eligible for any contractually agreed upon pay rate increase for that fiscal year upon his/her return to work. A member recalled and who thereafter performs work beginning in the second half of the fiscal year, after December 31, will not be eligible for any contractually agreed upon pay rate increase designated for that fiscal year, but instead will be eligible at the start of the next fiscal year for any contractually agreed upon pay rate increase designated for that next fiscal year. Thereafter, employees will continue to be compensated in accordance with the terms of Article 8 – Compensation of this Agreement.

- 16.9 RAIN GEAR - The District will provide the maintenance and custodial staff with rain gear and hip boots for times when they are required to work outdoors in inclement weather. One set will be provided for each building. An additional set will be provided for grounds workers and maintenance mechanics.
- 16.10 COVERALLS - The District shall provide each Maintenance Mechanic and Grounds worker with two (2) pairs of coveralls each year.
- 16.11 NO SMOKING - Custodial, Maintenance and Food Service personnel will not be allowed to smoke, use vaporizers or electronic cigarettes, or use any other type of tobacco or other drug (including smokeless tobacco and chewing tobacco), in district buildings in district vehicles or on district campuses whether owned or leased by the District during the workday or at any time.
- 16.12 CHILD NUTRITION ELIGIBILITY - For purposes of determining eligibility for sick leave, personal leave and holiday pay, hours of work for Child Nutrition workers shall include all hours worked in the breakfast program.
- 16.13 CHILD NUTRITION TIME KEEPING – Consistent with the time-keeping practices applicable to all other members of the bargaining unit, Child Nutrition Workers will be required to maintain a record of their hours worked through the use of the existing time clock system.
- 16.14 SUBSTANCE ABUSE TESTING AND PROCEDURES – All members covered by this Agreement shall be covered by and subject to the "Williamsville Substance Abuse Procedures" set forth as Appendix C to this Agreement.

Article 17 - GRIEVANCE PROCEDURE

17.1 GENERAL MATTERS

- 17.1.1 PURPOSE - The purpose of this procedure is to secure at the lowest practicable level solutions to grievances, which may from time to time arise. The handling of grievances at each level shall be kept as informal as practicable.
- 17.1.2 WAIVER FOR OTHER REMEDIES - The utilization of any step of this grievance procedure by any member or the Association, shall constitute a waiver by such member or the Association (on its own behalf and on behalf of all persons aggrieved) or both (as the case may be) of his/her and its rights, if any, to pursue any other remedy before any court, administrator, or administrative agency.

17.1.3 GRIEVANCE DEFINITION - A "grievance" is any claim that a provision or provisions of this Agreement has been violated.

17.1.4 TIME LIMIT RULES - Time limits set forth in this Grievance Procedure shall be strictly adhered to by all parties and persons. Any grievance not initiated or taken to the next step within these time limits will be considered settled on the basis of the last answer by the District if the grievant does not move to the next step within the time limits. If the District fails to answer a grievance within the time limits set forth herein, the grievant may move the grievance to the next step as though the grievance has been answered on the last day of the time limit period. Time limits may be extended by mutual written agreement of the District and aggrieved member or their representative. Consent to such an extension shall not be unreasonably withheld.

17.1.5 FREEDOM TO GRIEVE - Participation by any member or party in the handling of a grievance shall be free from interference, coercion, restraint, discrimination or reprisal by the District and by the Association.

17.1.6 REPRESENTATION - An aggrieved member may represent themselves at any level of the grievance procedure or they may be represented by an Association representative who is an employee of the District; provided that representation by legal counsel or a non-employee Association representative shall be limited to Step 3 and Step 4 in this procedure.

Nothing contained in this paragraph shall be construed as limiting the right of any aggrieved member to have his/her grievance adjusted informally without the intervention of the Association or any representative.

17.1.7 ASSOCIATION GRIEVANCE - Any member may file a grievance on his own behalf. The Association may file a grievance on behalf of an aggrieved member so long as the aggrieved member assents by affixing his signature on the grievance form. The Association may file a grievance on behalf of a group of members so long as two or more of the aggrieved members assent by affixing their signatures on the grievance form.

17.2 INFORMAL PROCEDURE - Before submitting a grievance at Step 1, an aggrieved member must discuss his problem with his/her lowest level supervisor who is outside the negotiating unit ("Immediate Supervisor") in an attempt to resolve it informally. The member shall initiate the discussion by clearly stating to the immediate supervisor that the discussion is a grievance. Nothing in this paragraph shall be deemed to extend the time limit for submitting a grievance.

17.3 FORMAL PROCEDURE

17.3.1 STEP 1 - If the matter is not resolved informally a grievant may submit a written grievance, which must be on the form shown in Appendix D of this Agreement to his/her immediate supervisor, provided (s)he does so not later than the tenth (10th) school day after the date of the occurrence out of which the grievance arose. A meeting between the grievant and immediate supervisor shall be held to discuss the grievance if either requests it. The immediate supervisor shall give a written answer to the grievant not later than the fifth (5th) school day after the day on which the grievance was presented to him/her.

17.3.2 STEP 2 - If the grievant is not satisfied with the answer at Step 1 the grievant may appeal in writing to the Assistant Superintendent for Finance and Management Services providing he/she does so within five (5) school days of the day on which the Step 1 answer was given. The Assistant Superintendent for Finance and Management Services and/or his/her delegate will meet with the grievant and his/her representative, if any, not later than the tenth (10th) school day after the day on which the written grievance was presented to him/her. Not later than the fifth (5th) school day after the day on which the meeting takes place, the Assistant Superintendent for Finance and Management Services and/or his/her delegate shall present the grievant and his/her representative, if any, his/her written decision on the grievance.

Grievances involving all or substantially all the members in the negotiating unit may be presented by the Association directly at Step 2.

17.3.3 STEP 3 - If the grievant is not satisfied with the answer at Step 2, the grievant may appeal in writing to the Superintendent providing he/she does so not later than the fifth (5th) school day on which the answer was presented at Step 2. The Superintendent (or his/her delegate) will meet with the member and his/her representative, if any, not later than the tenth (10th) school day after the day on which the appeal was presented to him/her. Not later than the fifth (5th) school day after the day on which the meeting takes place, the Superintendent shall present the grievant and his/her representative, if any, his/her written decision on the grievance. A copy of the decision will be given to the Association President.

17.3.4 STEP 4 - Arbitration - If the Association is not satisfied with the decision at Step 3, it may submit the grievance to arbitration. The parties may select an arbitrator by mutual agreement. However, if no agreement is reached on an arbitrator within five (5) school days of the Step 3 answer, the Association, to submit such a grievance to arbitration, must within ten (10) school days of the Step 3 answer send a letter to the Public Employment Relations Board (PERB) and a copy to the Superintendent. The letter shall specifically identify the grievance to be submitted and shall request PERB to send to the Association and to the Superintendent a list of names of fifteen arbitrators. Within ten (10) school days of the day both parties have received their copy of the list the Superintendent (or his/her delegate) and a representative of the Association shall meet to select an arbitrator by alternately striking off one name from the list the last name remaining on said list being the arbitrator. The arbitrator's decision shall be final and binding upon all parties and the members.

17.4 ARBITRATOR'S LIMITATIONS - The arbitrator shall have no power or authority to add to, subtract from or modify any of the terms of this Agreement or make any decision, which requires the commission of an act, prohibited by law or which is violative of the terms of this Agreement.

17.5 SHARED COST FOR ARBITRATOR - One half (1/2) the fees and expenses of the arbitrator shall be paid by the District and one half (1/2) by the Association. All other expenses incident to the arbitration, including those of witnesses, will be paid by the party, which incurred them.

Article 18 - DURATION OF THE AGREEMENT

- 18.1 DURATION - The term of this Agreement begins at 12:01 a.m. on June 1, 2024 and ends at midnight on June 30, 2027.

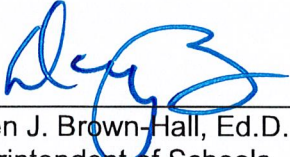
Article 19 - SIGNATURES OF THE PARTIES

- 19.1 SUBSCRIPTION - IN WITNESS WHEREOF the parties have subscribed this Agreement:

Date of BOE Ratification: May 28, 2024

Date of Assoc. Ratification: May 14, 2024

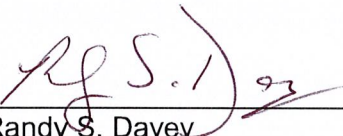
For the District:



Darren J. Brown-Hall, Ed.D.
Superintendent of Schools

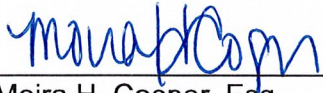
9/6/2024
Date

For the Association:



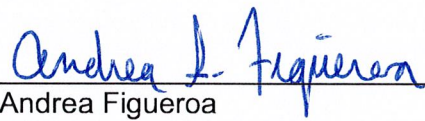
Randy S. Davey
CSEA President

9/4/24
Date



Moira H. Cooper, Esq.
Exec. Director of Labor Relations

9/13/24
Date



Andrea Figueroa
CSEA Labor Relations Specialist

9/6/24
Date

APPENDIX A

STARTING SALARIES/HOURLY RATES

<u>JOB TITLE</u>	<u>WAGE</u>
Lead Maintenance Mechanic	\$57,500.00
Carpenter	\$53,500.00
Maintenance Mechanic	\$53,500.00
HS Head Custodian	\$53,000.00
Grounds Crew Chief	\$53,000.00
MS Head Custodian	\$51,000.00
ES Head Custodian	\$49,000.00
Grounds Worker	\$44,500.00
Motor Equipment Operator	\$44,500.00
Custodian	\$43,000.00
Dispatcher	\$43,000.00
Laborer	\$40,000.00
HS Cook Manager	\$24.00/hour
MS/ES Cook Manager	\$22.50/hour
Cook	\$19.00/hour
Cleaner	\$19.00/hour
Food Service Helper	\$17.50/hour

APPENDIX B

List of Members July 1, 2006 (As referred to in 16.1)

Last	First
Cameron	Martin
Cameron	Robin
Cocco	Paula
Cocco Jr	Michael
Cooper	Dawn
Delisanti	Stephen
Dexter	Christopher
Dipirro	Tamara
Evans	Ronald
Fuhrmann	William
Gian	Amy
Glass	Sharon
Glass Jr	Jerry
Graap	Lynn
Gray	Mark
Guenther	Marybeth
Ineson	Robyn
Konieczko	Michael
Kothe	Michael
Kudiba	Gregory
Lauer	Donna
McCourt	Robin
McEntire	Marcus
Moskal	Thomas
Orlando	Douglas
Pagliaccio	Ruth
Paul	Timothy
Perry	Clair
Price	Stuart
Rust	David
Scharf	Kenneth
Schmidt	Annette
Schmidt	David
Simmons	Melissa
Steck	Daniel
Steffans	Gerald
Szuba	George
Tomasello	Paul
Tomasello	Peter
Tower	Richard
Voss	Jason
Wiggins	Michael

APPENDIX C
Williamsville Substance Abuse Procedures

I. PURPOSE:

The purpose of this agreement is to establish a written procedure for conducting illegal controlled substance and alcohol testing for employees of the Williamsville Central School District ("District"). The District maintains a strong commitment to provide a safe, efficient work environment for its employees and the students and public they serve. The provisions below provide for reasonable suspicion testing.

II. POLICY STATEMENT:

The use of illegal controlled substances or abuse of alcohol by an employee, adversely affects the accomplishments of the District mission, impairs the efficiency of the workforce, endangers employees and undermines the public trust and is therefore prohibited. In order to identify possible illegal controlled substances and alcohol abuse, established procedures to test for the use of illegal controlled substances and alcohol shall be utilized. The District, as part of its concern for its employees, recognizes that the use of illegal controlled substances and alcohol causes problems, which may have far reaching negative effect on the health, well-being and productivity of the workforce. The District supports the use of the employee assistance program ("EAP") and encourages employees who are using illegal controlled substances and/or abuse alcohol to seek the confidential service of such programs. A voluntary request for assistance must be made prior to the commission of any act subject to disciplinary action. An employee covered by the CSEA contract who has reported to work in an impaired condition due to the use of alcohol or an illegal controlled substance shall be subject to discipline pursuant to Article 16, section 7 of that agreement. Information concerning the use of illegal controlled substances and abuse of alcohol revealed to community EAP representatives by an employee cannot be used against the employee for any purpose. Repeated self-referrals to treatment may not be used by an employee as a basis for avoiding discipline resulting from prohibited illegal controlled substance or alcohol use under this procedure.

III. PROHIBITED BEHAVIOR:

No employee shall report to work under the influence of illegal controlled substances or alcohol at the beginning of a shift, or upon returning from any break, lunch or rest period. The following behaviors are prohibited under this procedure:

- (1) the use, possession, concealing, manufacturing, transporting, selling or promoting the sale of, and/or purchasing, by any unit member, of any illegal controlled substance and/or alcohol on the District's premises at all times, and off-premises while performing any duties and responsibilities within in the scope of that unit member's employment with the District. For purposes of this provision, the term "use" or "using" shall include being under the influence of any such illegal controlled substance and/or alcohol, and not merely the physical act of consuming said illegal controlled substance and/or alcohol; and
- (2) the use of any illegal controlled substance and/or alcohol while off-duty which subsequently impairs any unit member's job performance and/or jeopardizes the safety of District employees, students and/or visitors; and
- (3) the refusal by any unit member to take a test ordered in conformity with this procedure, manifested in (i) the refusal to submit to such test; (ii) the inability to produce sufficient quantities of breath or urine to be tested, without valid medical explanation; (iii) tampering with or otherwise adulterating or attempting to adulterate any specimen, or the collection procedure; or (iv) failure to report to the collection site at or within the time allotted for such test, and without viable explanation for such failure.

IV. CIRCUMSTANCES FOR TESTING:

Illegal controlled substance and alcohol tests may be required and given upon reasonable suspicion as per agreed upon protocol.

Reasonable Suspicion Testing – The request to undergo testing must be based on specific, contemporaneous, articulable, reliable observations concerning appearance, behavior, speech, and body odor of the employee or specific evidence of recent or on the job use of alcohol or illegal controlled substances. A supervisor trained and certified in reasonable suspicion will be responsible to make a decision to request testing for illegal controlled substances or alcohol abuse.

V. TESTING PROCEDURES:

(A) If, under circumstances where there has been no incident, accident or investigation which calls into question any unit member's compliance with this procedure and there is no evidence that the unit member has reported for duty while under the influence of illegal controlled substances or alcohol, such member admits to illegal controlled substance use and/or alcohol abuse and requests assistance, the District agrees to work with that member in seeking rehabilitation;

(B) Any supervisory or managerial employee who reasonably suspects that an employee is in violation of the District policy regarding substance abuse, must immediately notify the Assistant Superintendent of Human Resources. That official or his/her designee shall meet with the employee in a timely manner and discuss the suspicions of illegal controlled substance/alcohol use with the employee prior to determining whether to administer an illegal controlled substance/alcohol test to that employee;

(C) If the employee: (i) admits to a violation of the Policy, he or she will be disciplined in accordance with the disciplinary provisions of this procedure as consistent with the terms of the collective bargaining agreement; (ii) denies illegal controlled substance and/or alcohol use and refuses to participate in testing, they shall be subject to discipline per the provisions of this procedure as consistent with the terms of the collective bargaining agreement; or (iii) denies illegal controlled substance and/or alcohol use in violation of the District Policy, but agrees to submit to testing, he or she will be taken immediately to be tested;

(D) Urine testing under this procedure will be performed by analyzing the unit member's urine specimen, which will be sealed and labeled by an authorized agent of the testing organization. A chain of custody document will be completed for each such specimen. The testing facility will administer a 9 Panel Drug Screen which tests for the following drugs: Amphetamines, Cocaine, Marijuana (THC), Opiates, PCP/Angel Dust, Barbiturates, benzodiazepine, methadone and propoxyphene. If the initial screening test on the specimen tests positive for any of the substances herein identified as an "illegal controlled substance" within the scope of this procedure, a confirmation test will be performed for each identified controlled substance. The unit member will be given the opportunity to explain positive test results before any adverse employment action is taken; should it be determined that the unit member possesses a satisfactory explanation for such a result, the result will be reported as negative. However, any employee whose explanation for a positive drug test results from the legitimate medical prescription of a prohibited illegal controlled substance must provide documentation from their prescribing physician certifying that the prescribed illegal controlled substance will not impair the ability of that employee to perform their duties safely and effectively.

Alcohol testing under this procedure will be performed by using evidential breath testing (EBT) devices. Two positive breath tests are required to determine if the unit member in question has a prohibited blood alcohol concentration of .04 or higher. Employees shall be informed of all test results, whether positive or negative, in writing.

VI. POSITIVE TEST/RETURN TO DUTY:

Alcohol abuse – an employee who engages in prohibited alcohol use and is subsequently deemed to be unfit for duty may be immediately removed from duty and the incident shall be recorded. No employee who has engaged in any prohibited alcohol use shall be allowed to perform his/her duties until the employee has been evaluated by a substance abuse professional. Before an employee returns to duty, the employee must undergo a return to work alcohol test with the result indicating a blood alcohol concentration of less than .02 %.

Illegal controlled substance use – An employee who has a verified positive illegal controlled substance test result must be immediately removed from duty. The employee who has a verified positive illegal controlled substance test result shall not be allowed back on duty until the employee has been evaluated by a substance abuse professional, subject to health insurance stipulations. Before an employee returns to duty, the employee must undergo a return to duty test with a verified negative result for the illegal controlled substance.

VII. PROHIBITED ACTIVITIES:

No employee on duty will use, sell, purchase, distribute, dispense, manufacture or possess any quantity of alcohol or illegal controlled substance. Violation may result in immediate discharge. In such circumstances the sole recourse shall be to the grievance and arbitration procedure of the labor contract.

VIII. COSTS OF TESTING/REHABILITATION PROGRAM:

The employer will pay for all ordered controlled substance/alcohol testing. The employee's health insurance coverage will be used for rehabilitation program(s).

IX. REFUSAL TO SUBMIT:

AN EMPLOYEE'S REFUSAL TO SUBMIT TO ORDERED TESTING OR HER/HIS REFUSAL TO COOPERATE IN ANY ASPECTS FOR THE TESTING PROCEDURES SHALL BE CONSIDERED INSUBORDINATION AND WILL RESULT IN DISCHARGE. IN SUCH CIRCUMSTANCES ALL CIVIL SERVICE RIGHTS ARE WAIVED AND THE SOLE RECOURSE SHALL BE THE GRIEVANCE PROCEDURE OF THE LABOR CONTRACT.

APPENDIX D
GRIEVANCE FORM

Note: Fill out in duplicate. Give one copy to Immediate Supervisor and retain one copy.

To (Immediate Supervisor's Name): _____

Name* (Grievant): _____

Building/Work Location: _____

Job Title: _____

(1) What action did the District take or fail to take that the grievant is complaining of? (Attach additional sheet(s) as needed):

(2) When did this act or failure to act occur? _____

(3) What provision(s) of the Agreement did this act or failure to act violate? _____

(4) What action does the Grievant want the District to take to correct the situation? _____

Signature* (Grievant): _____

Date submitted: _____

*Note: *If there is more than one grievant, each must sign & give the same information on attached sheet(s).*

APPENDIX E

RETIREMENT PLANS – For Information Only – Not Part of Agreement

RETIREMENT PLANS - All full-time members are required by state regulations to join the New York State Employees' Retirement System. Membership for part-time employees is optional. Currently there are five tiers of membership. Tier membership is based upon:

Tier I Members who joined the system prior to July 1, 1973.

Tier II Members who joined the system between July 1, 1973 and June 30, 1976.

Tier III Members who joined the system on or after July 1, 1976.

Tier IV Members who joined the system on or after September 1, 1983.

Tier V Members who joined the system on or after January 1, 2010.

Tier VI Members who joined the system on or after March 10, 2012.

GOVERNED BY LAW – Retirement benefits are governed by law and detailed information regarding benefits is best provided through the New York State Employees' Retirement System. For more information, see www.osc.state.ny.us/retire.

UNUSED SICK LEAVE – The District will provide option 41J to the current retirement plan. This option applies unused sick leave as additional service credit upon retirement. Allowable unused sick leave is limited to 165 days according to present regulations. This time cannot be used to qualify a member for a benefit.

The New York State Employee Retirement System (ERS) is a statutory benefit and is not to be interpreted as a contractual benefit.

ERS shall continue in effect as required by statute and regulation.