# EMPLOYMENT AGREEMENT

between the

**BOARD OF EDUCATION**

of the

William Floyd Union Free School District
of the Mastics-Moriches-Shirley

and the

**District Office Staff Association**

**July 1, 2026 -- June 30, 2031**

## TABLE OF CONTENTS


| | | |
|---|---|---|
| Article I | Recognition | 1 |
| Article II | Employee Organization Rights | 1 |
| Article III | Working Hours | 2 |
| Article IV | Posting Of Vacancies | 3 |
| Article V | Transfers/Reassignments | 3 |
| Article VI | Leaves | 3 |
| Article VII | Vacation/Holidays | 8 |
| Article VIII | Overtime | 9 |
| Article IX | Credit For District Employment | 10 |
| Article X | Longevity | 10 |
| Article XI | Death Benefit | 10 |
| Article XII | Professional Growth | 10 |
| Article XIII | Personnel Files | 11 |
| Article XIV | Fringe Benefits | 11 |
| Article XV | Voluntary Separation/Retirement | 15 |
| Article XVI | Salaries | 17 |
| Article XVII | Tuition Reimbursement | 21 |
| Article XVIII | Mileage | 22 |
| Article XIX | Grievance Procedures | 22 |
| Article XX | Post Retirement Benefits - Crimes | 23 |
| Article XXI | Reasonable Suspicion Alcohol/Drug Testing | 23 |
| Article XXII | Cancer Screenings | 26 |
| Article XXIII | FMLA Leave | 26 |
| Article XXIV | Evaluations | 26 |
| Article XXV | Legislative Approval | 26 |
| Article XXVI | Zipper Clause | 26 |
| Article XXVII | No Strike, No Lockout | 27 |
| Article XXVIII | Duration Of Agreement | 27 |

# EMPLOYMENT AGREEMENT

between the

**BOARD OF EDUCATION**

of the

William Floyd Union Free School District
of the Mastics-Moriches-Shirley

and the

**District Office Staff Association**

**July 1, 2026 ---------- June 30, 2031**

## ARTICLE I - RECOGNITION

The William Floyd Union Free School District of the Mastics-Moriches-Shirley (the "District") recognizes the District Office Staff Association (the "Union" or "Association") as the bargaining agent for all secretarial, clerical and support personnel employed as part of the District Office. However, the person holding the position of Treasurer shall be excluded from the bargaining unit. In addition, the following confidential positions shall also be excluded from the bargaining unit:

Superintendent's office: 2 positions
Assistant Superintendent of Human Resources: 1 position
Assistant Superintendent of Business: 1 position

## ARTICLE II - EMPLOYEE ORGANIZATION RIGHTS

A. Dues Deduction

1. The District agrees that upon presentation of dues deduction authorization cards signed by the individual employees to which this Agreement is applicable, it will make bi-weekly deductions from the wages of such employees in the amounts so designated by the Union as membership dues and will remit such deductions to the Union, together with a list of employees from whose wages such deductions have been made within twenty (20) days after the last day of the month for which deductions were made.

2. The Union, on its own behalf, and on behalf of each employee authorizing dues deductions, hereby releases the District, its officers, agents and employees, from any and all liability whatsoever for the use or application of dues after such monies have been deducted and remitted to the Union at their business address. The Union agrees to save and hold harmless the District from all loss, expense,

damages, cost and attorneys' fees that may reasonably accrue following receipt by the Union of such payroll deductions from the District. The District will make deductions of dues on a bi-weekly basis.

B. Association Release Time for Negotiations

Up to five (5) members of the unit may be granted paid release time to attend negotiation sessions if such negotiations sessions are held during regular working hours, whenever the District agrees, in its sole discretion.

C. Association Meetings

Upon prior notice to the District, and without disrupting District operations, the Association may, with prior permission of the Superintendent of Schools or his/her designee, conduct Association meetings on District property.

ARTICLE III - WORKING HOURS

A. August 15 through June 30 - Seven and one-half (7.50) hours per day, plus a thirty (30) minute unpaid lunch break. On days when students are not in attendance, the workday shall be 8:00 a.m. - 3:00 p.m. including a thirty (30) minute paid lunch break.

Staff Association members shall not be permitted to work through lunch without prior approval to arrive at an abbreviated work schedule on a regular basis.

B. The summer schedule shall generally be applicable during the 5-week period from July 6 through August 7 each year, but the start and end dates shall be adjusted each year based on the actual calendar.

The Summer workday/workweek shall be from 8:00 a.m. - 3:30 p.m., four (4) days per week (e.g., Monday-Thursday), for a total of thirty (30) hours per week. The workday includes a thirty (30) minute paid lunch period.

C. All District Office staff must take a minimum of one (1) week vacation during the period of July 1st through August 31st, unless otherwise approved in writing by their immediate supervisor.

If an office receptionist is not available on an individual day basis, the office shall be covered during lunch by the office staff on a rotating basis unless an alternative agreement between the Association and the Superintendent of Schools or his/her designee can be reached.

In the event that the Association member regularly assigned as District Office receptionist is absent for a period of two (2) or more consecutive days due to illness or vacation, the District shall make reasonable attempts to have a per diem substitute to provide such coverage.

## ARTICLE IV - POSTING OF VACANCIES

All staff vacancies in positions within the bargaining unit which the District intends to fill, including newly created positions within the bargaining unit, shall be "posted" by emailing the posting to each bargaining unit member at least three (3) business days in advance of the position being filled.

## ARTICLE V - TRANSFERS/REASSIGNMENTS

Any employee who is being considered for an involuntary transfer or reassignment shall be advised by the District at least fourteen (14) calendar days in advance of the change taking place. At the employee's request, a meeting will be held with the employee, the Unit President or his/her designee, and the Assistant Superintendent for Human Resources or his/her designee, who will review the reasons for the transfer or reassignment.

Employees who are employed in the District in a position which is not included in the Association shall, upon transfer/reassignment into a position in the Association, be permitted to carry over their accrued and unused sick leave from their prior position to their new position within the unit. Such employees shall not be permitted to carry over any accrued but unused vacation days from their prior position to their new position within the unit.

Employees who are employed for at least six (6) months in a position which is included in the Association shall, upon transfer/reassignment into a position outside of the Association, be paid-out for their accrued but unused vacation time existing as of their date of transfer into an alternative District unit, at their applicable daily rate in effect on their last day in the Association. Employees who have not worked in the Association for at least six (6) months, shall not be eligible to be paid-out for any accrued but unused vacation days, nor are they eligible to carry such vacation days over to their new position to which they are transferring/being reassigned.

Employees who are employed in a position which is included in the Association shall, upon transfer/reassignment into a position outside of the Association, be permitted to carry over their accrued and unused sick leave earned while working as a member of the Association to their new position to which they are transferring/being reassigned within the District. Employees transferring/being reassigned to a new position outside of the Association shall not be eligible to be paid-out for such sick days.

## ARTICLE VI - LEAVES

A. Personal Days

Employees shall be entitled to three (3) personal days per school year, which shall be earned at the rate of one (1) day per four (4) months of service. Unused personal days shall be added to accumulated sick leave at the end of each school year. Personal days may only be taken to conduct business which cannot be conducted except during normal working hours.

Personal days shall be pro-rated during the first school year of employment. Personal days shall be advanced on July 1st following the date of hire and each July 1st thereafter.

Upon separation from the District, personal leave shall be pro-rated based on the number of months of service prior to the date of separation.

In the event that the employee has utilized more than the pro-rated personal days to which he/she is entitled at the time of separation, the value of such unearned days shall be deducted from the employee's final paycheck, or if such paycheck is insufficient, he/she shall reimburse the District for personal days taken that he/she has not accrued.

Personal days may be used for the following reasons:

1. Consultation with lawyers including court appearances
2. Financial/family business
3. Important educational ceremonies
4. Marriage in the immediate family
5. Moving own family
6. Instances beyond the control of persons involved
7. Religious holidays or ceremonies

Personal days will not be allowed for:

1. Recreation
2. Substitution for sick or vacation days
3. Shopping
4. Travel, trips, transportation

B. Sick Leave

Employees shall be entitled to twelve (12) sick days per school year distributed as follows: Six (6) days on July 1st and accrual of one-half (1/2) day per month (including July) with unlimited accumulation. For new employees, during the first school year of employment, new employees shall accumulate one (1) sick day following the completion of each full month of service in the District.

Upon separation from the District, the sick leave entitlement for that school year shall be pro-rated based on that portion of the school year (July 1 - June 30) during which he/she remains employed prior to separation. In the event the employee has utilized more than the pro-rated sick days to which he/she is entitled, the value of such unearned days shall be deducted from the employee's final paycheck, or if such paycheck is insufficient, he/she shall reimburse the District for sick days taken that he/she has not accrued.

C. Sick Day Purchase Option

Employees who have accumulated a minimum of twenty (20) sick days (measured as of June 30th) will be eligible for payment of sick days in excess of the twenty (20) days accumulated at three-quarters (3/4) of the current (as of June 30th) per diem rate.

Requests for the purchase of sick days must be made in writing by June 15. Payment for days purchased shall be made no later than the second pay period in July. Days which are purchased shall also be subtracted from accumulated totals. The calculation of the per diem rate used for purposes of the sick day purchase shall not include longevity.

D. Family Sick Leave

Sick leave may be taken for illness in the immediate family (upon approval of the Superintendent and consistent with the District's Family Medical Leave Policy).

E. Long Term Disability

The following Long Term Disability provision will be made available for members of the Association. The cost of the disability coverage shall be borne by the employee.

If the provider of disability coverage is changed, then coverage provided by the subsequent disability carrier shall be substantially equivalent to that of the disability provider in effect at the time of the signing of this Agreement.

1. No pre-existing condition:

Should a unit member experience a serious illness/disability requiring a long term absence, the following shall apply:

a. For illnesses or injuries that are not job related, the District shall require the unit member to expend his or her accumulated sick and personal days during the disability plan's waiting period. After the ninety (90) calendar day waiting period, the unit member shall be eligible to receive the monetary disability payment from the plan.

b. For illnesses or injuries that are job related (medical documentation and review required), the District shall not require the unit member to utilize accumulated sick and personal days in order to satisfy the disability plan's ninety (90) calendar day waiting period. The District shall pay the unit member his/her regular salary during the ninety (90) calendar day waiting period. After the ninety (90) calendar day waiting period, the unit member shall be eligible for the disability plan's prescribed payment schedule.

2. Pre-existing condition:

Definition - A pre-existing condition shall be defined as "a sickness or injury for which the insured received medical treatment, consultation, care or services including diagnostic measures, or had taken prescribed drugs or medicines in the three (3) months prior to the insurer's effective date of coverage." The Long Term Disability plan does not provide coverage for any disability caused by, contributed to by, or resulting from a pre-existing condition. Should a unit member experience

an injury or illness that would usually qualify for Long Term Disability coverage but due to a pre-existing condition would not qualify for such coverage, the following shall occur:

a. For illnesses or injuries that are not job related, the unit member shall utilize all of his/her accumulated sick and personal days. After exhaustion of a unit member's sick and personal leave, and upon presentation of acceptable medical documentation, the affected unit member shall be provided full salary (100% of annual salary at the time the period of disability commenced) and benefits for the period not to exceed three (3) months. However, as a condition to receiving benefits pursuant to this Section, a unit member must be absent for a period of ninety (90) calendar days due to his/her illness or injury.

b. For illnesses or injuries that are job related, the unit member must file a Workers' Compensation claim. Illnesses or injuries that are determined to be job related (medical documentation and review required), shall not require the unit member to utilize accumulated sick and personal days for the first ninety (90) days of his/her disability. The District shall pay the unit member the unit member's full salary for the ninety (90) day period. Should the disability continue after the initial ninety (90) day period, the unit member shall begin to utilize his/her accumulated sick and personal days. Upon notification of the financial settlement or payments made to the District based on the Workers Compensation claim, the District shall return sick days back to the unit member's sick day leave bank by multiplying the actual number of sick days expended by the fraction represented by the amount of the workers compensation settlement divided by the employee's salary entitlement for the time period at issue. For example:

Workers compensation award equals $1,200
Sick days expended equals 20
Salary for 20-day period equals $2,000
20 days x (1,200 ÷ 2,000) = 12 sick days restored to employee

After all accumulated sick and personal days have been used and the unit member is still unable to return to work due to his/her disability, the unit member shall be provided full pay (100% of annual salary based on the time the period of disability commenced) and benefits for a period not to exceed three (3) months. All applications for this Long Term Disability benefit must be submitted within ninety (90) days of the date of the injury or illness.

F. Bereavement

Up to five (5) work days within seven (7) consecutive calendar days shall be granted following the death of an employee's spouse, child, step-child, grandchild, son-in-law, daughter-in-law, parent, step-parent, father-in-law, mother-in-law, sibling or other member of the immediate household.

Up to three (3) work days within five (5) consecutive calendar days shall be granted following the death of an employee's grandfather, grandmother, brother-in-law, sister-in-law, uncle, aunt, niece or nephew.

When there are reasonable grounds to believe that the bereavement leave is being abused, the District may require an employee to complete a Bereavement Leave Form provided by the District certifying the name of the deceased, the date the death occurred, and the relationship of the deceased to the employee.

The preceding list of relatives is intended to refer only to the deaths of an employee's personal relatives. Bereavement leave does not apply to the deaths of the relatives of the employee's spouse.

G. Court Appearance/Jury Duty

Employees shall be granted leave with pay to appear in city, county, state, and federal courts and arbitration hearings as a witness or defendant in cases involving the District. However, under no circumstances shall an employee be granted leave with pay pursuant to this Article VI (G) to appear in city, county, state and/or federal courts and/or arbitration or other administrative proceeding where an employee is pursuing a claim against the District. All employees shall be granted leave to serve as a juror. The District shall pay employees on jury duty their regular salary. The employees shall return their jury duty compensation, if any, to the District, except for travel expense mileage.

H. Child Care Leave

The term "child care leave" shall mean a leave taken voluntarily by an employee immediately following the birth or adoption of a child or children. Child care leave shall be available to employees who have been employed by the District for a minimum of one (1) year and shall run concurrently with any FMLA leave for which the employee may be eligible. Eligible employees shall be entitled to unpaid child care leave for a period up to one (1) year. Such leave shall be without pay, benefits or insurance coverage of any sort, except as otherwise required pursuant to the Family and Medical Leave Act and/or permitted by COBRA.

Employees requesting child care leaves are encouraged to take such leaves so as to be least disruptive to the administrative process and also to secure their personal needs. Requests for child care leave must be forwarded to the Superintendent or his/her designee a minimum of sixty (60) days in advance of the requested commencement of such leave. Such leave shall be subject to approval by the Board of Education.

I. Leave of Absence

An employee may request a leave of absence, without compensation (pay, benefits or insurance coverage), except as permitted by COBRA, for up to one (1) year and be guaranteed a job in his or her classification upon return to employment, unless the employee would have been laid off had he or she not been granted a leave of absence.

Requests for such leave must be approved by the Superintendent of Schools or his/her designee and are subject to approval by the Board of Education. Whenever possible, the employee shall make the request for such leave at least sixty (60) calendar days in advance of the requested commencement of such leave. The application for such leave must state the purpose of the leave and its requested duration. While on leave of absence, an employee's seniority, longevity or any other entitlements based on length of service shall not accrue.

## ARTICLE VII - VACATION/HOLIDAYS

### A. Vacation

1. As of July 1 of each year:

After 1 year - 2 weeks
After 5 years - 3 weeks
After 10 years - 4 weeks
After 20 years - 5 weeks

Prior to completing one (1) year of employment, vacations shall be pro-rated.

**Example** – If an employee's date of hire is January 1, 2010, that employee earns but cannot use vacation during the period from January 1 – June 30, 2010. On July 1, 2010, this employee would be eligible for 6/12ths of the "After one (1) year vacation", which equates to one (1) week. The employee could use that one (1) week of vacation during the 2010-11 school year. On July 1, 2011, the employee would be given two (2) weeks of vacation which she earned during the 2010-11 school year for use during the 2011-12 school year.

Effective July 1, 2015, vacation days shall be pro-rated after an employee completes five (5) years, ten (10) years and twenty (20) years of employment.

**Example:** If an employee's date of hire is January 1, 2020, that employee completes five (5) years of service as of January 1, 2025. Effective January 1, 2025, such employee shall be credited with an additional two and one-half (2 ½) days of vacation that they are permitted to use as of January 1, 2025. On the July 1st following the completion of five (5) years of service in the District, such employee would be provided an additional fifteen (15) days.

It is the intent of the District to have all Association members utilize their yearly allotted vacation days. Additionally, it is understood that these vacation days shall be scheduled in consultation with and with the approval of each employee's immediate administrative supervisor so that the District may continue to operate the District Office in a smooth, efficient and effective manner.

If an employee is unable to utilize his/her yearly allotted vacation days due to unusual tasks and responsibilities assigned to him/her by his/her administrative supervisor, he/she may accumulate unused vacation days and be eligible to recover payment for all unused vacation days at full pay upon severance from the District.

After the completion of six (6) months of service in the District, employees shall be eligible to receive payment for all unused vacation days at full pay upon separation from the District.

All current accumulated unused vacation days shall remain in each employee's vacation leave bank for payment upon separation from the District.

B. Holidays

Members of the unit shall be entitled to fifteen (15) holidays per year to be determined each year in accordance with the agreed upon holiday schedule. The Association, along with the Heads & Chiefs Unit and the Custodial/Maintenance/Grounds Unit shall jointly determine the fifteen (15) day holiday schedule, provided it is approved by the Superintendent of Schools and the Board of Education. As described in Article III, there will be one (1) additional holiday during the week of July 4th.

In addition, there shall be two (2) "floating" holidays which shall be mutually agreed upon by the individual employee and his/her immediate administrative supervisor. Employees are encouraged to take their "floating" holidays during periods when school is closed for students and other staff. Unit members are not eligible for "floating" holidays until they complete one (1) full year of service as a District Office employee.

All unit members shall be entitled to a maximum of three (3) additional holidays to be used during the winter recess only. Such days are not eligible to be carried-over, sold back or paid-out to the employee. Should a unit member's Supervisor require a unit member to work during the winter recess such that he/she is prohibited from using the additional holiday(s), such unit member(s) shall be permitted during the month of January only, to use the additional holiday(s) that he/she was prohibited from using. The use of the additional holiday(s) during the month of January shall be scheduled in advance with his/her Supervisor and shall be subject to the needs of the Department.

C. Flex Days

Employees hired before July 1, 2007 shall be granted one (1) flex day. These days shall be utilized when school is not in session. These days must be scheduled with the approval of each member's immediate administrative supervisor and cannot be accumulated. Unit members are not eligible for "flex" days until they complete one (1) full year of service as a District Office employee. Any employee hired on or after July 1, 2007 shall not be entitled to flex days as described above.

## ARTICLE VIII - OVERTIME

Overtime (time worked after thirty-seven and one-half (37.5) hours per week) must have the prior approval of the Superintendent of Schools or his/her designee. Overtime shall be payable at the rate of time and one-half for each hour worked. Designated District holidays

(pursuant to Article VII (B)) and paid bereavement leave days shall count as hours worked towards the calculation of the thirty-seven and one-half (37.5) hour threshold.

ARTICLE IX - CREDIT FOR DISTRICT EMPLOYMENT

For the purpose of determining eligibility for longevity, vacation, severance and retirement benefits pursuant to the Contract, years of service shall be defined as set forth below. For all other purposes, an employee's date of hire into the bargaining unit shall apply. Any years of service prior to a break in service shall not count for any purpose.

-One hundred (100%) percent credit for time served at William Floyd in a clerical Civil Service appointment or in another District Office capacity

-Fifty (50%) percent credit for time served at William Floyd in any capacity other than in a clerical civil service position or in another District Office capacity.

ARTICLE X - LONGEVITY

All longevity amounts will be provided each year of the contract as follows. These amounts are not cumulative.

Upon completion of:

| | |
|---|---|
| 5 Years | $2000 |
| 10 Years | $3250 |
| 15 Years | $4500 |
| 20 Years | $5500 |

21 years or greater + $50 per year of District Office service above 21 years of service

Longevity payments shall be divided among the individual's bi-weekly paychecks and shall be computed using the employee's anniversary date. Longevity payments will be prorated where anniversary dates do not coincide with the fiscal year.

ARTICLE XI - DEATH BENEFIT

Upon the death of an employee who has completed a minimum of six (6) months of service in the District, full payment for unused sick leave and vacation days shall be paid to his/her estate, subject to applicable law, rule and/or regulations.

The District shall provide the guaranteed ordinary death benefit as per the appropriate tier under the New York State Employees' Retirement System. The benefit description may be found in the Summary Plan Description Booklet. These booklets are available in the District Office.

ARTICLE XII - PROFESSIONAL GROWTH

Employees shall be entitled to attend job-related seminars, conferences, or trainings approved by the Superintendent of Schools or his/her designee. Prior approval is required before

an employee registers for any of the seminars, conferences or trainings. All employees shall be required to participate in Superintendent's Conference Day(s).

ARTICLE XIII - PERSONNEL FILES

Employees shall be allowed to inspect and copy, at their own expense, all material contained within his/her personnel file which is not confidential. Employees shall contact the Personnel Office to schedule an appointment to review their file. Every reasonable attempt shall be made to schedule the appointment within two (2) working days of the request.

ARTICLE XIV - FRINGE BENEFITS

Section A - Health Insurance

1. The District shall provide individual and/or dependent (family) health insurance coverage in the NYSHIP (Empire) Plan for all eligible unit members and their eligible dependents who enroll in the plan.

2. When spouses (domestic partners) are each employed by the District, only one (1) shall be eligible to enroll in the health insurance plan provided under this Agreement for family coverage. It shall be the sole discretion of the affected couple to designate which of them shall enroll for family coverage. The other spouse shall be eligible to enroll for individual coverage or for the declination of health insurance benefit outlined below (*See* Section D). In the alternative, both spouses (domestic partners) may enroll in individual coverage.

3. Effective July 1, 2026, unit members shall contribute twenty-one and one-half percent (21.50%) of their applicable health insurance premiums (individual or family), which shall be based on the NYSHIP Empire Plan premium rates.

   Effective July 1, 2028, the employee premium contribution shall increase in each school year based on the following schedule, except however, in any school year that the Revenue Formula results in a percentage increase less than 0.75%, there shall be no health insurance percentage contribution increase in that school year. In any school year that the Revenue Formula results in a percentage increase greater than 0.75% but less than 1.5%, the health insurance percentage contributions shall increase by one-half (½) of the percentage that is set forth below in that school year:

   | | |
   |---|---|
   | July 1, 2028: | an additional 0.50% |
   | July 1, 2029: | an additional 0.50% |
   | July 1, 2030: | an additional 0.50% |

   The District shall continue to pay one hundred (100%) percent of the Dental & Vision premiums.

   The NYSHIP (Empire Plan) premium rates on which the percentage premium contribution is based shall change as the Empire rates change over time (e.g.,

each January 1st). Premium contributions may be accomplished on a pre-tax basis subject to applicable laws and regulations.

4. Unit members who retire into the New York State Employees Retirement System at the time of separation from the District who have completed a minimum of fifteen (15) years of service in the District as calculated pursuant to Article IX, may opt to receive fully-paid (by the District) individual health, vision and dental insurance and prescription drug coverage, or family coverage with the District paying fifty (50%) percent of the premium. Unit members who are hired on or after July 1, 2019, who qualify for health insurance as set forth in this paragraph, shall contribute the same percentage of premiums toward their individual health insurance premiums as they did on their last day as an active employee, up to a maximum of twenty (20%) percent. Dental and vision coverage shall cease completely upon the employee becoming eligible for Medicare.

   Unit members who retire into the New York State Employees Retirement System at the time of separation from the District who have completed twenty five (25) years of service in the District as calculated pursuant to Article IX, may opt to receive individual or family health, dental and vision insurance and prescription drug coverage fully paid for by the District. Such dental and vision coverage shall continue until the unit member first becomes eligible for Medicare. Unit members who are hired on or after July 1, 2019, who qualify for health insurance as set forth in this paragraph, shall contribute the same percentage of premiums toward their applicable (individual or family) health insurance premiums as they did on their last days as an active employee, up to a maximum of twenty (20%) percent.

5. If a unit member or retiree pre-decease's his/her spouse, and the deceased unit member/retiree had completed at least ten (10) years of active service prior to his or her death, the unit member's/retiree's spouse shall retain the right to purchase the health benefits at his/her own (sole) expense. If the unit member's death was the result of a documented work-related illness or injury, the 10-year service requirement is waived and the surviving spouse may be eligible for regardless of the length of service of the deceased employee, provided other applicable eligibility requirements set forth in the Plan have been satisfied.

6. Vestee Coverage -- If a unit member separates (e.g., resigns) from employment with the District before reaching retirement age (being eligible to receive a retirement allowance) and otherwise satisfies the rules of NYSHIP to qualify for vestee status, they shall be eligible for such vestee status only if they otherwise satisfy the service requirement for eligibility for coverage into retirement (15 or more years of service) and they have separated from employment within five (5) years of the date on which he or she is entitled to receive a retirement allowance. During the period of vestee status, the unit member is required to maintain continuous NYSHIIP coverage by either (1) paying the full insurance premium (100%) for continued coverage; (2) as a dependent on another NYSHIP policy; or (3) as an enrollee in NYSHIP coverage provided by a subsequent agency. Once the unit member becomes eligible to receive a retirement allowance, they shall thereafter be treated as a retiree and shall be eligible for coverage into retirement as set forth in paragraphs 4 and 5 above.

7. The District may replace the NYSHIP (Empire) plan provided:

   a. It gives the Association sixty (60) days' notice; and

   b. It consults with the Association and no written objection is received within such sixty (60) days.

   If the Association objects to a switch in plans, it shall advise the District in writing during the sixty (60) day period outlined above and simultaneously file a demand for binding. In such case, the arbitrator shall commence hearings on such grievance within thirty (30) days and shall render a decision within fifteen (15) days of the close of the hearing.

   The standard to be used by the arbitrator to determine whether a switch can be made shall be whether the new plan(s), taken as a whole, is/are substantially equal to the prior plan(s).

   No switch in plans shall be made until the arbitrator has ruled on the grievance.

Section B - Dental Insurance

The dental insurance plan shall be the William Floyd Dental Plan. The District shall pay one hundred (100%) percent of any applicable premiums for dental insurance for all eligible unit members who enroll in such plan.

The dental insurance plan may be replaced by the District provided the procedures outlined for a health insurance plan switch are followed.

Section C - Vision Insurance

The vision insurance plan shall be the William Floyd Vision Plan. The District shall pay one hundred (100%) percent of any applicable premiums for vision insurance for all eligible unit members who enroll in such plan.

The vision insurance plan may be replaced by the District provided the procedures outlined for a health insurance plan switch are followed.

Section D - Declination of Health Insurance Benefits

1. Any employee who has alternative health coverage may decline the health, dental and vision insurance benefits for a full twelve (12) month period and be reimbursed One Thousand Two Hundred Fifty ($1,250) Dollars in the second pay period following the completion of twelve consecutive months of declined coverage (*e.g.*, in the second pay period in July 2020 if coverage was declined July 1, 2019 – June 30, 2020; in the second pay period in January 2021 if coverage was declined January 1, 2020 – December 31, 2020). If a unit member who takes the declination buyout loses their alternative coverage due to a qualifying event during the school year, they will forfeit eligibility for the One Thousand Two

Hundred Fifty ($1,250) Dollars and be placed back into the insurance plan(s) after meeting the requirements of returning to the plan(s).

Unit members who begin the school year off of the District's Health Insurance plan who wish to re-enter the Plan for reasons other than having lost their alternative coverage due to a qualifying event, shall not be allowed to re-enter the Plan until the end of the declination buyout and must enroll during the annual transfer period to have coverage without a waiting period after the buyout period ends. However, newly hired unit members who immediately opt-out of the District's Health Insurance plan and remain out of the District's Health insurance plan for the remainder of the school year, shall be entitled to a pro-rated declination payment, equal to the number of months that they were off the plan in that school year.

2. Notwithstanding the above, in those school years in which a minimum of five (5) unit members voluntarily decline District-provided health insurance coverage for at least six (6) months of the school year, (initial written notice of which must be submitted to Human Resources by no later than June 1 preceding the school year in which the declination will apply (regardless of the start date of the declination – *e.g.*, notice by June 1, 2019 if declining effective January 1, 2020)), the following voluntary declination program shall be provided by the District in lieu of that set forth in paragraph (D)(1) above:

Any unit member, regardless of whether they are covered as a dependent under another unit member's District Health Insurance, may voluntarily decline District-provided health, prescription, dental and optical insurance coverage and be reimbursed two thousand five hundred ($2,500) dollars for Individual coverage or five thousand ($5,000) dollars for Family coverage, to be paid in the second pay period following the completion of twelve consecutive months of declined coverage (*e.g.*, in the second pay period in July 2020 if coverage was declined July 1, 2019 – June 30, 2020; in the second pay period in January 2021 if coverage was declined January 1, 2020 – December 31, 2020). If a unit member who takes the declination buyout loses their alternative coverage due to a qualifying event during the school year, they will forfeit eligibility for any declination payment and shall be placed back into the District's insurance plan after meeting the requirements of returning to the plan.

Unit members who begin the school year off of the District's Health Insurance plan who wish to re-enter the Plan for reasons other than having lost their alternative coverage due to a qualifying event, shall not be allowed to re-enter the Plan until the end of the declination buyout and must enroll during the annual transfer period to have coverage without a waiting period after the buyout period ends. However, newly hired unit members who voluntarily opt-out of the District's Health Insurance plan at the time of hire and remain out of the District's Health insurance plan for the remainder of the school year, shall be entitled to a pro-rated declination payment for that first school year of employment equal to the number of months that they were off the plan in that school year.

Should an employee choose to decline District-provided health and prescription coverage but enroll in the District's dental and/or optical plan, the declination benefit set forth above shall be reduced to One Thousand Seven Hundred and Fifty ($1,750) Dollars for Individual coverage or Four Thousand ($4,000) Dollars for Family coverage.

3. The declination for those unit members covered as a dependent on another District employee's health insurance shall be limited to the declination for Individual coverage.

E. Life Insurance

The District shall pay one hundred (100%) percent of the cost of a life insurance policy with a death benefit of Fifty Thousand ($50,000) Dollars for each member. Each member shall have the option, if available from the insurer, of securing an additional Ten Thousand ($10,000) Dollars of life insurance at his/her own expense. All life insurance benefits cease on the day employment is terminated. The death benefit shall be subject to the applicable terms and conditions of the insurance carrier and/or plan document.

F. Supplemental Insurance

A unit member, at his/her sole discretion, may permit the District to make automatic deductions from his/her wages for the cost of supplemental insurance (AFLAC) premiums provided he/she submits a written request to the Assistant Superintendent of Human Resources, granting the District permission to make such deductions. Once such request is formally made, the District shall remit such deductions to the appropriate insurance carrier until the employee submits a formal request in writing to the Assistant Superintendent of Human Resources, to cease such deductions.

## ARTICLE XV - VOLUNTARY SEPARATION/RETIREMENT

A. Members of the unit who separate from the District and/or retire shall be eligible for either the separation (Section B) or retirement (Section C) benefits set forth herein, but not both. Members of the unit who die while employed by the District shall be eligible for the payment set forth in Section D only.

Separation: subject to the requirements of Section B below, "separation" shall be defined as leaving the employ of the District without retiring into the NYS Retirement System at the time of separation from the District and/or retiring after being first eligible to do so without penalty or reduction of pension benefits.

Retirement: subject to the requirements of Section C below, "retirement" shall be defined as retiring into the NYS Retirement System by no later than the school fiscal year in which an employee is first eligible to retire in the NYS Retirement System without reduction of pension benefits (*e.g.*, an employee who retires with a penalty or reduction in pension benefits as a result of retiring prior to when they are first eligible for a full pension without reduction, shall be eligible for the benefits of Section C).

Those employees who were hired prior to July 1, 2000, regardless of the school fiscal year in which they will become first eligible to retire into the NYS Retirement System, must retire no later than June 30th of the school fiscal year in which they complete twenty (20) years of service to the District to receive the retirement benefits set forth below. If an employee hired prior to July 1, 2000 has already completed twenty (20) years of service as of May 1, 2013, they shall be subject to the first eligibility rule set forth above.

B. Voluntary Separation

1. Employees hired prior to 7/1/2000 shall be eligible only for the following:

Employees who resign with fifteen (15) or more years of credited service to the District as calculated pursuant to Article IX, shall be eligible to receive full pay for all accrued unused sick and personal days and full pay for all accrued unused vacation days.

2. Employees hired on or after 7/1/2000 shall be eligible only for the following:

Employees who have completed a minimum of six (6) months of service to the District and who resign with fewer than fifteen (15) years of credited service to the District as calculated pursuant to Article IX, shall be eligible to receive one-half (1/2) pay for accrued unused sick and personal days and full pay for all accrued unused vacation days up to a maximum of one hundred (100) days.

Employees who resign with fifteen (15) or more years of credited service to the District as calculated pursuant to Article IX, shall be eligible to receive three quarter (3/4) pay for accrued unused sick and personal days and full pay for their accrued unused vacation days up to a maximum of two hundred (200) days.

3. Employees hired on or after September 1, 2012 shall be eligible only for the following:

Members of the unit hired on or after September 1, 2012 who resign with more than twenty-five (25) years of credited service to the District as calculated pursuant to Article IX, shall be eligible to receive three quarter (3/4) pay for accrued unused sick and personal days and full pay for their accrued unused vacation days up to a maximum of sixty (60) days.

C. Retirement

1. Employees hired prior to 7/1/2000 shall be eligible only for the following:

a. Ten (10) to fifteen (15) years as per Article IX:
One thousand five hundred ($1,500) dollars per year of service, plus full pay for unused sick, personal and vacation

b. Fifteen (15) to twenty (20) years as per Article IX:
One thousand seven hundred fifty ($1,750) dollars per year of service, plus full pay for unused sick, personal and vacation

c. Twenty (20)+ years as per Article IX:
Two thousand ($2,000) dollars per year of service, plus full pay for accrued unused sick, personal and vacation

2. Employees hired on or after 7/1/2000 shall be eligible only for the following:

a. Fifteen (15) or more years of service as per Article IX:
One thousand four hundred fifty ($1,450) dollars per year of service, plus full pay for accrued unused sick, personal and vacation

3. Employees hired on or after 9/1/2012 shall be eligible only for the following:

a. Twenty-five (25) or more years of service as per Article IX:
One thousand four hundred fifty ($1,450) dollars per year of service, plus full pay for accrued unused sick, personal and vacation

D. When calculating years of service for purposes of this Article, those unit members whose full-time service time includes a decimal of 0.85 or greater shall have their years of service rounded up the next whole number (e.g., 9.86 years of service shall be rounded up to 10 years of service).

E. Death Benefit - Upon the death of an employee who has served a minimum of six (6) months, the employee's estate shall be paid for the employee's accrued and unused sick/personal leave and vacation days at the employee's regular daily rate, subject to applicable law, rules and regulations.

## ARTICLE XVI - SALARIES

A. Starting Salaries

| Title | Salary |
|---|---|
| Office Assistant | $50,604 |
| Senior Office Assistant | $56,761 |
| Account Clerk | $55,442 |
| Senior Account Clerk | $60,282 |
| Employee Benefits Supervisor | $64,658 |
| Principal Office Assistant | $61,490 |
| Principal Account Clerk | $64,658 |
| Administrative Aide | $66,333 |
| Accountant | $68,042 |
| Payroll Supervisor | $72,384 |
| Payroll Manager | $83,273 |

The starting salaries set forth above shall be increased in the 2027-28, 2028-29, 2029-30 and 2030-31 school years by one half (1/2) of the percentage increase applied to base salaries generated by the Revenue Formula set forth in Article XVI.

B. Promotional Salaries

In the event that a bargaining unit member is promoted from one bargaining unit position to another higher level bargaining unit position, they shall upon promotion be paid the higher of either:

a. The starting salary of the new promotional position; or

b. The sum of their salary in their current position plus the difference between the starting salaries of the current and promotional positions. (E.g., Current salary = $A; Starting salary = $B; Starting salary of promotional position = $C, then compensation would be calculated as follows, A + (C-B).

In the event that the unit member fails probation in the promotional position and/or returns to their lower level previously held position for any other reason, their salary shall be reduced to an amount that was in effect in their prior position at the time of their promotion.

In the event that a bargaining unit member is promoted from another bargaining unit into the DOSA unit, the following shall apply:

**1. Purpose**

To establish clear and consistent rules governing salary placement for individuals promoted from other bargaining units into District Office Staff Association titles (e.g., Office Assistants and Senior Office Assistants).

**2. Covered Employees**

This process applies to employees promoted into DOSA titles (e.g., Office Assistant or Senior Office Assistant title) from outside the District Office Staff Association, whether an eleven (11) month or twelve (12) month position.

**3. Annualization of Eleven-Month Salaries**

Employees promoted from an eleven (11) month position shall have their annual salary converted to a twelve (12) month equivalent using the following formula:

Annualized Salary = Current Annual Salary divided by 11 × 12
This "annualized salary" shall be used for determining placement under the tier structure below.

4. **Tiered Salary Placement Structure**

Let **A** represent the employee's annualized salary, and **D** represent the District Office Staff Association starting salary for the promotional title.

Salary placement shall follow the structure below:

**Tier 1 – Below 90% of DOSA Starting salary (D)**

- If **A < 0.90D**, the employee shall be placed at **D** and **no promotional adjustment** shall be applied.

**Tier 2 – Between 90% and 105% of DOSA Starting salary (D)**

- If **0.90D ≤ A < 1.05D**, the employee shall be placed at the **higher of A or D**, and shall receive a promotional increase of **$1,000.**

**Tier 3 – Above 105% of DOSA Starting salary (D)**

- If **A ≥ 1.05D**, the employee shall be placed at **A + $2,000.**

5. **Minimum Salary Guarantee**

No employee promoted into DOSA shall be placed at a salary **lower than the starting salary of the promotional DOSA title.**

6. **Applicability**

This promotional salary placement structure applies **only** to employees entering DOSA from other bargaining units. Salary placement for **current DOSA members** promoted within DOSA shall continue to follow existing DOSA promotional placement language

C. Salary Increases

The 2026-27 salary increases for members of the unit shall be derived by increasing the 2025-26 base salaries by four and one-quarter (4.25%) percent effective July 1, 2026.

The 2027-28 salary increases for members of the unit shall be derived by increasing the 2026-27 base salaries by the percentage generated pursuant to the Revenue Formula set forth below, capped at four (4.00%) percent effective July 1, 2027.

The 2028-29 salary increases for members of the unit shall be derived by increasing the 2027-28 base salaries by the percentage generated pursuant to the Revenue Formula set forth below, capped at four (4.00%) percent effective July 1, 2028.

The 2029-30 salary increases for members of the unit shall be derived by increasing the 2028-29 base salaries by the percentage generated pursuant to the Revenue Formula set forth below, capped at four (4.00%) percent effective July 1, 2029.

The 2030-31 salary increases for members of the unit shall be derived by increasing the 2029-30 base salaries by the percentage generated pursuant to the Revenue Formula set forth below, capped at four (4.00%) percent effective July 1, 2030.

D. Revenue Formula

1. Effective July 1, 2027, any annual salary increases for the 2027-28, 2028-29, 2029-30, and 2030-31 school years shall be at least the net percentage change in revenue resulting from changes in State Aid and the District's Property Tax Levy as set forth herein, subject to the caps set forth above. For purposes of this Article only, "State Aid" shall consist solely of "Non-Expense-Driven Aid", including but not limited to Foundation Aid, Gap Elimination Aid and High Cost Excess Cost Aid. "Expense-Driven Aid," including but not limited to Transportation Aid, BOCES Aid, Building Aid, Textbook/Library/Software Aid, etc., shall not be considered "State Aid" and shall be excluded for purposes of calculating annual salary increases. In addition, competitive grants and/or categorical aid (i.e., Title 1) shall not be considered State Aid and shall also be excluded for purposes of calculating the annual increase.

   The District shall provide the Association President with a comprehensive calculation including all applicable state aid and tax levy numbers.

2. For purposes of the calculation of base salary increases only, the District's Tax Levy for the next school year shall be defined as the maximum allowable tax levy that the District could adopt without having to pierce the cap, regardless of what tax levy is included in the adopted budget. For the current school year, the Tax levy shall be defined as the Tax Levy adopted by the Board.

3. In no case shall the base salary increase received for the 2027-28, 2028-29, 2029-30 or 2030-31 school years be greater than four (4.00%) percent higher or less than the base salary received for the previous school year. In no event shall a unit member earn a base salary less than he/she did in the previous school year

4. The applicable annual increase, if any, shall be calculated upon approval of the State and District budgets, utilizing the following formula:

   The annual increase equals the sum of the change in the Property Tax Levy amount (Section 2) plus the change in the approved State Aid amount (Section 1) divided by the sum of the current State Aid plus the current Property Tax Levy amount.

   (A) $ amount of State Aid as defined for next school year (Section 1)
   minus (B) $ amount of State Aid as defined for current school year (Section 1)
   equals (C) $ amount increase/decrease in State Aid
   (D) $ Amount of Maximum Allowable Property Tax Levy for next year (Section 2)
   minus (E) $ Amount of adopted Property Tax Levy for current year (Section 2)
   equals (F) $ Amount increase/decrease in Property tax Levy

Formula for percentage increase:

$$\text{Base Salary \% Increase} = \frac{C+F}{B+E} \text{ divided by x 100 (not to exceed 4.00\%)}$$

5. In the event that the final State Aid numbers are not known to the District by July 1st, the application of the salary increase formula set forth above shall be delayed until the State Aid numbers have been finalized, provided, however, that any base salary increase resulting from the application of the formula set forth above, shall be retroactive to July 1st.

6. In any school year in which a bargaining unit member becomes eligible to move to a higher longevity step pursuant to Article X that unit member shall be eligible to move to a higher longevity step regardless of either the cap or the formula.

7. The Revenue Formula set forth above shall sunset at the expiration of the Agreement and shall not be continued beyond the expiration of the Agreement pursuant to the Triborough Amendment.

8. Notwithstanding the above, the Board of Education, upon recommendation of the Superintendent of Schools, reserves the right to grant additional money to any District Office staff member as deemed appropriate.

E. Salary Deductions

Unit members shall have the right to have deductions for voluntary employee contributions to a New York State Deferred Compensation Plan (Section 457 Plan) and premiums for short term disability insurance (at the employee's expense) withheld from their salaries. Unit members shall authorize such deductions by submitting a signed authorization to the Business Office. Such authorization shall continue in full force and effect unless revoked in writing by the unit member. The District shall remit such deducted monies to the appropriate party.

## ARTICLE XVII - TUITION REIMBURSEMENT

Members of the unit shall be eligible for seventy-five percent (75%) tuition reimbursement after completion of one (1) year of employment. Each course must be pre-approved by the Superintendent of Schools and/or his/her designee. Courses must relate directly to job assignment and be taken in accredited programs of study. The reimbursement is for tuition costs only. No other expenses shall be eligible for reimbursement.

The tuition reimbursement shall be capped at Fifteen Thousand ($15,000) Dollars per school year for the unit as a whole. Such tuition reimbursement shall only be provided following successful completion of the course (Pass if pass/fail, at least a B- if letter grade, at least 75 if numeric).

Notwithstanding the above, if an employee separates from the District for any reason, other than being involuntarily laid-off, within three (3) years of receiving such tuition payments from the District, the employee shall repay, in full, the total amount of tuition assistance received pursuant to this section, within ten (10) calendar days after they separate their employment with the District. Employees hereby expressly authorize the District to deduct the total amount of monies owed to the District pursuant to this section, from the employee's wages.

## ARTICLE XVIII - MILEAGE

Employees who are required to use their personal vehicles to travel (1) outside of the District on District business; (2) between school buildings for employees assigned to two (2) or more District buildings; and/or (3) between District buildings at the direction of a supervisor, except on an incidental basis, shall be reimbursed for such travel at the applicable mileage rate adopted by the Board of Education.

## ARTICLE XIX - GRIEVANCE PROCEDURES

A. Definition

A grievance shall be a claim by an employee or the Union concerning an alleged violation, misinterpretation, or misapplication of a specific term of this Agreement. An "aggrieved" person is the person or persons making the claim. The respondent is any person or persons against whom action might be taken in order to resolve the claim.

B. Procedures

1st Stage: The employee informally confers with or submits his/her grievance, in writing to the immediate supervisor within ten (10) days of the occurrence of the grievance. A written response to the employee shall be forthcoming from the immediate supervisor within ten (10) working days of the informal conference or receipt of the written grievance.

2nd Stage: If the grievance is not resolved in the first stage, the employee shall request, in writing, within ten (10) working days of the employee's receipt of the stage one decision, a review of the case by the Asst. Superintendent for Human Resources and the Association President. The immediate supervisor shall submit his or her original response of the findings of stage one to the Asst. Superintendent for Human Resources. The Asst. Superintendent for Human Resources shall review all pertinent data and respond to the employee within ten (10) working days.

If the Asst. Superintendent for Human Resources is the respondent to the stage 1 level of grievance, then the Assistant Superintendent for Business shall assume the responsibility to review the case at stage two.

3rd Stage: If the grievance is not resolved in the second stage of the grievance process, the grievant shall request, in writing, within ten (10) working days of the employee's

receipt of the stage two decision, a determination by the Superintendent of Schools. The Superintendent shall have ten (10) working days after receipt of the grievance to issue a written determination. The determination of the Superintendent shall be final and binding on both parties.

Failure by the District to issue a determination within the agreed upon time limits at any stage of the grievance procedure shall be deemed a denial and permit the employee/Association to move the grievance forward to the next stage.

ARTICLE XX – POST RETIREMENT BENEFITS – CRIMES

If formal disciplinary charges are filed against a member of the unit pursuant to Section 75, and if the basis of such charges would, if proven in a court of appropriate jurisdiction, constitute a crime involving theft of District property or funds, the District shall have the right to withhold any severance and/or retirement payments provided in this Agreement, including health insurance into retirement, provided the employee is terminated after being found guilty of such charges after a hearing and/or he/she resigns or retires with such Section 75 disciplinary charges pending against him/her.

ARTICLE XXI - REASONABLE SUSPICION ALCOHOL/DRUG TESTING

In order to help provide a safe work environment and to protect staff members, students and the public by ensuring that District personnel have the ability to perform their assigned duties, the District may require employees to submit to drug/alcohol testing where there is reasonable suspicion of improper drug or alcohol use as set forth below:

A. The order to submit to testing must be justified by a "reasonable suspicion" that the employee is under the influence of illegal controlled substances or alcohol while on duty or has engaged in the use, sale, distribution, or possession of illegal controlled substances or alcohol while on duty.

B. While the "reasonable suspicion" standard does not lend itself to precise definition or mechanical application, vague or unparticularized or unspecified hunches or intuitive feelings do not meet the standard.

C. "Reasonable suspicion" is the quantum of knowledge sufficient to induce an ordinarily prudent and cautious person to act under the circumstances. "Reasonable suspicion" must be directed at a specific person and be based on specific and articulable facts and the logical inferences and deductions that can be drawn from those facts.

D. "Reasonable suspicion" may be based, among other things, on the following:

1. Observable phenomena, such as direct observation of drug or alcohol use or possession and/or conduct or physical symptoms of being under the influence of drugs or alcohol; or

2. A pattern of unusual or abnormal conduct or erratic behavior; or

3. Arrest or conviction for a drug-related offense, or the identification by law enforcement personnel that an employee is the focus of a criminal investigation into illegal drug possession, use, or trafficking; or

4. Information provided by a reliable and credible source.

E. Disputes concerning the matter of whether the District had "reasonable suspicion" to order a test shall be subject to review by the Hearing Officer during the disciplinary process if disciplinary charges are pursued as a result of a positive test result.

F. The decision to test an employee shall be made by the Assistant Superintendent for Human Resources or any of the other Assistant Superintendents, or, in their absence, their designee, in accordance with the standards discussed above.

G. It is intended that where a decision is made to test, the employee will be given a direct order to submit to the test and advised of his/her right to have a Union representative present for such testing, but the test shall not be delayed more than one (1) hour to accommodate the presence of a Union representative or to give the employee an opportunity to talk with a Union representative. The Union shall be notified of such order. The test shall be conducted immediately thereafter. The employee shall be given a brief verbal statement of the basis for reasonable suspicion, which shall be confirmed in writing within five (5) working days from the test.

H. Testing procedures:

1. Urine, blood, and/or hair sample collection will be done at a site(s) designated by the District. The employee shall be accompanied at all times by a District observer during any travel necessary to get to the testing site. The site will provide, at a minimum, privacy during urination, documentation of the chain of custody of the sample to be tested, and the use of trained personnel. All samples collected will be divided into two separate containers (primary sample and the split sample) and sealed in a tamper-evident manner in the presence of the employee.

2. The samples collected will be sent to a laboratory certified to conduct analysis for controlled substances. The samples will be tested for controlled substances. The samples may also be tested for PH, specific gravity, and signs of adulteration.

3. Testing Procedures

Drug testing will be done by means of urinalysis, blood and/or hair testing. Insofar as practical, the sample collection process shall be confidential with due regard for the dignity and privacy of the employee. However, samples shall be collected under the supervision of a monitor. There shall be no direct observation of giving of urine samples, unless there is a reason to believe that the sample may be tampered with, in which event direct observation shall be made by a person of the same gender as the employee giving the sample.

Urine and blood samples shall be divided into two (2) aliquots. The employee shall provide a sufficient amount of the sample to allow for an initial screening, a confirmatory test, and for later testing if requested by the employee. In the event an insufficient sample is produced, the employee's ability to have a second test performed may be adversely impacted. The monitor shall mark and seal the specimen to preserve its chain of custody.

For drug testing, initial urinalysis and/or blood testing shall be conducted by means of an enzyme multiplies immunoassay test (EMI). For those drugs for which NIDA standards exist, a test shall be deemed positive for the presence of drugs in accordance with such NIDA standards.

Alcohol testing may be accomplished by blood testing and/or testing the employee's breath using an evidential breath testing device (EBT) which is listed in the conforming products list in the Federal Register. The EBT test will only be administered by a certified operator. The employee shall have the right to have such EBT test performed in the presence of a designated Union observer. When an EBT is used and the initial test produces a result of 0.08 blood alcohol concentration (BAC) or greater, a confirmation test will be administered. Before the confirmation test, a fifteen (15) minute waiting period will be observed. The purpose of the waiting period is to ensure that the presence of "mouth alcohol" or other substances does not artificially affect the test results.

The employee must identify, prior to any of the tests listed above, any medications that (s)he is taking and this information will be recorded on a form supplied by the testing lab.

4. Split Sample Testing: In the event of a positive drug test the employee has the right to request that the split sample be sent to a different certified laboratory that has been mutually agreed to between the Union and the District for testing. Such a request must be delivered in writing to the Assistant Superintendent for Human Resources within seventy-two (72) hours of an employee's notification of a positive test result and all costs associated therewith shall be borne solely by the employee. If the test of the split sample fails to confirm the presence of the controlled substance ("negative"), then the first positive report will be cancelled unless the lab finds evidence of an adulterant in the specimen during the split specimen testing. At the District's discretion, the employee may be reassigned to home while awaiting the results of the split specimen. If assigned to home pending the results of the split sample test, the employee may utilize any accrued and unused sick and/or personal leave available to them. In the event the split sample test fails to confirm the presence of a controlled substance, any such leave time expended while assigned to home shall be restored to the employee, unless the lab finds evidence of an adulterant in the specimen during the split sample testing.

ARTICLE XXII - CANCER SCREENINGS

Any leave taken by a member of the unit pursuant to Section 159-b of the Civil Service Law shall, to the extent required by law, be paid leave and shall not be charged to the employee's accrued leave time (*e.g.*, sick leave, personal leave, vacation). Employees shall use every reasonable effort to schedule such screening outside of regular work hours.

Employees who take a leave of absence pursuant to Section 159-b of the Civil Service Law, as applicable, shall provide at least seventy-two (72) hours written notice of the need for such leave. Upon their return to work, the employee shall provide the District with a note from a medical professional verifying the date and time of their screening and that they received screening for cancer. Failure to do so shall result in such leave being unpaid.

ARTICLE XXIII - FMLA LEAVE

If the reason for any leave provided pursuant to any provision of this Agreement and/or Sections 71 or 73 of the Civil Service Law, also qualifies for coverage under the Family and Medical Leave Act ("FMLA"), such FMLA leave shall run concurrently with any such leave provided herein, subject to the terms of the District's FMLA Policy and the FMLA. During any period of the leave that qualifies for coverage under the FMLA, the employee shall be entitled to all of the protections and benefits of the FMLA, including but not limited to the continuation of paid health insurance coverage during the FMLA leave period.

ARTICLE XXIV - EVALUATIONS

All employees shall be evaluated on an annual basis by their immediate supervisor. The evaluations shall be completed by no later than August 20th each year.

ARTICLE XXV - LEGISLATIVE APPROVAL

**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 XXVI - ZIPPER CLAUSE

The parties agree that all negotiable items have been discussed in the negotiations leading to this Agreement and that negotiations will not be reopened on any item, whether or not included in the Agreement. The Union agrees that the District shall have the right to change or modify any term or condition of employment not specifically covered in this Agreement. Before doing so, the District shall provide the Union with at least thirty (30) calendar days written notice of the intended change in practice. The Union shall have the right to discuss the intended change with the District during that thirty (30) day period. Following implementation of the change in practice pursuant to this Article, the Union shall have the right to demand impact bargaining regarding the change in practice.

ARTICLE XXVII - NO STRIKE, NO LOCKOUT

The Union will not engage in a strike or cause, instigate, encourage, or condone a strike as provided in Section 210 of the Public Employee's Fair Employment Act, nor will the District engage in, cause, instigate, condone or encourage a lockout.

ARTICLE XXVIII - DURATION OF AGREEMENT

This Agreement shall be effective and in full force from July 1, 2026 through June 30, 2031.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this ___ day of _____ , 2026.

BOARD OF EDUCATION
William Floyd School District

11/12/26
Kevin Coster, Superintendent (date)

April Coppola, (date)
President, Board of Education

DISTRICT OFFICE STAFF ASSOCIATION

(date)