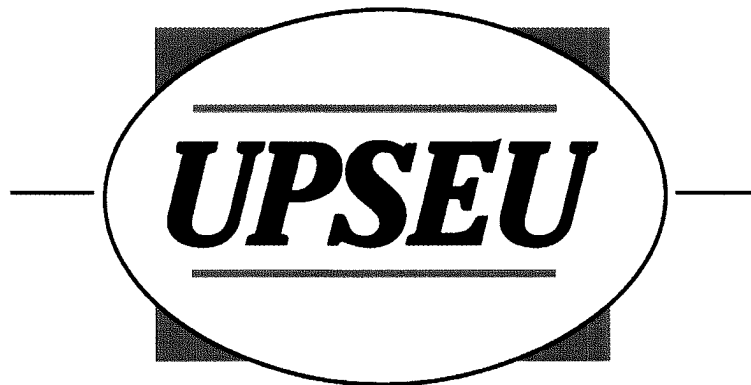


# **COLLECTIVE BARGAINING AGREEMENT**

*By and Between*

**AVERILL PARK CENTRAL SCHOOL DISTRICT**

*and*



**UNITED PUBLIC SERVICE EMPLOYEES UNION**  
July 1, 2011- June 30, 2016

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This Agreement entered into this 11<sup>th</sup> day of October 2013 by and between the Chief Executive Officer of the Averill Park School District (hereinafter referred to as the "Superintendent" or "Employer" or "District" ) and the United Public Service Employees Union (hereinafter referred to as the "Union" or "UPSEU") will cover the period July 1, 2011 through June 30, 2016 and is intended to cover all terms and conditions of employment and to delineate the rights and responsibilities of the parties hereto in a mutual desire to promote harmonious and cooperative relationships in carrying forward the functions of the Averill Park School District.

## **ARTICLE 1 RECOGNITION**

- Section 1     The Averill Park Board of Education has recognized the UPSEU as the exclusive negotiating agent for the purpose of collective bargaining and for the settlement of grievances for the non-instructional personnel including the following current titles and all other non-instructional titles not otherwise excluded by law (i.e.: Supervisors and Managerial/Confidential employees) created hereafter: Account Clerk, Child Care Worker, Auto Mechanic, Head Auto Mechanic, Auto Mechanic Assistant, Bus Driver, Bus Attendant, Dispatcher, Assistant Dispatcher, Head Groundskeeper, Groundskeeper, Messenger, Maintenance Mechanic, Custodian, Custodial Worker, Cleaner, Senior Typist, Typist, Typist Assigned to Principal, Typist Assigned to Administrator/Supervisor, Teacher Aide, Teacher Aide Assigned to the Classroom, Cook, Assistant Cook, Food Service Helper, and School Monitor. Substitute employees and employees working two (2) hours per day or less are excluded. However, substitute and temporary employment will not be used to circumvent regular employment.
- Section 2     The period of unchallenged representation status for the Union shall be the maximum permitted by law.
- Section 3     The Union affirms that it does not assert the right to strike against the Employer and it shall not cause, instigate or condone a strike against the Employer.

## **ARTICLE 2 PAYROLL DEDUCTIONS**

- Section 1     The Union shall have exclusive payroll deduction for membership and dues and other authorized deductions for employees, and no other organization shall be accorded any such payroll deduction privilege throughout the unchallenged representation period in accordance with certification and contents thereto. Union membership dues authorizations shall be made on forms prepared by the Union.
- Section 2     The Employer shall deduct an amount equal to the dues of Union members from the wages of all covered employees, who do not voluntarily authorize said deductions. Any amounts so deducted shall be transmitted to the Union in the same manner as regular dues deductions.

- Section 3 The Union warrants that it has established and maintains and will continue to maintain a refund procedure as required by Section 208 (3)(b) of the Civil Service Law and that such procedure complies in all respects with the provisions of that section.
- Section 4 The Employer shall deduct from the salary of each employee, who is not a member of the Union, a service fee equivalent to the per capita dues the Union levies upon its members. Such fees shall be remitted promptly to the Union at an address supplied to the District in writing.
- Section 5 In the event that an employee maintains positions covered contractually by both the UPSEU and the Averill Park Teachers Association, dues shall be deducted from the employee's salary based on the salary earned in each bargaining unit and submitted to the bargaining units.
- Section 6 In the event an action or proceeding is commenced in the court of competent jurisdiction or before an administrative agency regarding such fee, the Union agrees to provide counsel and indemnify and save-harmless the Employer from and against such action or proceeding.

### **ARTICLE 3 RIGHTS OF UNION**

- Section 1 The Union shall have the sole and exclusive right to represent all employees in the negotiating unit in any and all proceedings under the terms of this Agreement; to designate its own representatives; to direct, manage and govern its own affairs; and, to determine those matters which the membership wishes to negotiate.
- Section 2 The Employer recognizes the right of the employees to designate representatives of the Union to appeal on their behalf to discuss salaries, working conditions, grievances and disputes as to the terms and conditions of the contract, and to visit employees during working hours, with the prior approval of the Superintendent or his/her designee, which shall not be unreasonably withheld for the foregoing purpose without loss of pay. Meetings during regular working hours will be with the prior approval of the Superintendent or his/her designee and will be scheduled at reasonable times calculated not to disrupt work assignments and will take place at a designated area outside the regular working area of the employee. Such employee representatives shall also be permitted to appear at public hearings directly related to School District employment upon the request of the employees without loss of pay.
- Section 3 The Union shall have a designated bulletin board, provided by the District, in each building upon which notices and Union materials may be posted. Objectionable materials, as determined by the building administrator or supervisor, may be removed by the administration.

- Section 4 The official shop stewards, negotiating team members, delegate or delegates of the Union will be allowed ten(10) days in aggregate without loss of pay, to attend meetings, conventions and/or conferences of UPSEU. No more than two (2) members may use such leave at any one time.
- Section 5 A copy of all Board agendas, minutes of Board meetings, policies, directives and memorandums pertaining to all non-teaching employees or groups of non-teaching employees shall be sent to the Union and shop stewards. The Union will notify the Business Administrator of the names of Stewards. This clause shall not become effective each year until notice is received.
- Section 6 The Union will be notified in writing as soon as practicable of the names of all bargaining unit employees hired, transferred, reduced in hours, disciplined or terminated by the Employer.

#### **ARTICLE 4 MANAGEMENT OF THE SCHOOL DISTRICT**

- Section 1 All rights, powers, functions or authority possessed by the Employer shall be retained by the Employer except as those rights are specifically modified by this Agreement or any supplement to this Agreement arrived at with the Union through collective bargaining.
- Section 2 The Employer has and will retain exclusive right and authority to manage the School District and to direct the work force, including, but not limited to, the right to plan, direct and control all operations in the School District, the right to establish changes or introduce new and improved methods consistent with this Agreement. The Employer agrees not to subcontract bargaining unit work during the duration of this Agreement (This provision shall sunset and expire on June 30, 2016 notwithstanding the provisions of Civil Service Law Section 209-a(1)(e)).
- Section 3 The Employer has the right to hire, reassign within title, promote, suspend, demote, discipline or discharge employees for legitimate reasons, in accordance with the Agreement, the Civil Service Law and other applicable laws. Reassignment shall not be arbitrary or capricious or used for punitive purposes.
- Section 4 All employees must give their immediate supervisor a telephone number at which they may be contacted.

**ARTICLE 5  
GRIEVANCE PROCEDURE**

- Section 1
- A. The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may arise from differences in interpretations or applications of the provisions of this Agreement which may affect the wages, hours, working conditions and other terms and conditions of employment of the covered employees. Both parties agree that these proceedings will be kept as confidential and informal as may be appropriate at any stage of the procedure.
  - B. Should differences arise between the parties as to the interpretation or application of the provisions of the Agreement, there shall be no suspension of services by the aggrieved parties on account of such differences.

Section 2      Definitions

- A. "District" is the Board of Education of the Averill Park School District.
- B. "Employee" is any person described in Article 1, Section 1.
- C. "Aggrieved Party" is any employee believing that there has been a misinterpretation or misapplication of a provision of the Agreement. For the purpose of this contract, the Union shall be considered an aggrieved party.
- D. "Employee's Representative" is the UPSEU Labor Relations Representative who shall be present at all formal proceedings.
- E. "Formal Proceedings" are all stages of the grievance procedure following Stage 1.
- F. "Grievance" is a claim by an employee or group of employees which involves the interpretation and/or application of a term or provision of this Agreement.
- G. "Informal Proceedings" are the proceedings contained in Stage 1 of the grievance procedure and are generally of an oral nature.
- H. "Immediate Supervisor" shall be the Building Principal in any building in which an employee is working or assigned and as follows:

EMPLOYEE	IMMEDIATE SUPERVISOR
Custodians, Custodial Workers, Building Mechanics, Grounds Staff and Cleaners, and Typist Assigned to Director of Facilities and Maintenance	Superintendent of Buildings and Grounds
Cooks, Assistant Cooks, Food Service Helpers and Messenger	Food Service Manager
Bus Drivers, Auto Mechanics, Mechanics Assistant, Typist Assigned to Transportation Department, Bus Attendant, Assistant Dispatcher and Dispatcher	Transportation Supervisor
Account Clerk Typist, Typist Assigned to Administrator/Supervisor, Senior Typist Assigned to Principal, Teacher Aides, Teacher Aides Assigned to Classroom, School Monitor, Child Care Worker	Building Principal and/or Director of Special Education and/or Director of Academic Intervention Services and Child Care Coordinator

- I. "Working Days" shall mean all days in which school is in session. During the months of July and August, working days shall mean Mondays through Fridays, excluding legal holidays.

Section 3    Stage 1    Informal

- A. The employee having an alleged grievance and the employee's representative, if the employee chooses, shall submit a grievance with the immediate supervisor, in writing, within thirty (30) calendar days after the employee knew or should have known of the act or condition on which the grievance is based. The written submission shall specify the provisions of the Agreement which are alleged to have been violated.
- B. The immediate supervisor shall discuss the grievance with the employee and the employee's representative, if the employee chooses to have a representative. Within ten (10) working days after the grievance is presented in writing, the immediate supervisor will render to the aggrieved party a written decision with a copy to the Union.



- C. If the grievance is not resolved informally, it shall be reduced to writing and presented to the immediate supervisor within ten (10) working days after receipt of the decision in paragraph A above. The written submission shall specify the provisions of the Agreement which are alleged to have been violated.
- D. Within ten (10) working days after the grievance is presented in writing, the immediate Supervisor, without further consultation with the aggrieved party or the representative, if any, will render to the aggrieved party the decision in writing and submit said decision to the Union.

Section 4      Stage 2      Superintendent of Schools

- A. If the Union is not satisfied with the written decision at Stage 1 and wishes to pursue the matter further, the Union shall, within ten (10) working days of the receipt of the written Stage 1 decision, file a written appeal with the Superintendent.
- B. Within ten (10) working days after the receipt of the appeal, the Superintendent or a designee shall hold a hearing with the aggrieved party and the Union representative.
- C. The Superintendent or the designee shall render a written decision to the aggrieved party and the Union within ten (10) working days of the conclusion of the hearing(s).

Section 5      Stage 3      Board of Education

- A. If the Union is not satisfied with the written decision at Stage 2, the Union shall, within ten (10) working days of the receipt of said decision, file an appeal, in writing with the Board of Education.
- B. Within thirty (30) calendar days after the receipt of the appeal, the Board of Education shall hold a hearing on the grievance. All such hearings shall be conducted in Executive Session.
- C. Within ten (10) working days of the conclusion of the hearing or hearings, the Board of Education shall render a decision, in writing, to the Union.

Section 6      Stage 4      Arbitration

- A. If the Union is not satisfied with the written decision at Stage 3, the Union shall, within fifteen (15) working days of the receipt of said decision, submit the matter to arbitration by mailing a notice to the Public Employment Relations Board, with a copy to the Superintendent, requesting the appointment of an arbitrator pursuant to PERB's rules for voluntary grievance arbitration.

- B. The arbitrator will commence hearings as soon as possible after the designation.
- C. The decision of the arbitrator will be binding upon all parties.
- D. The cost of the arbitration will be borne equally by the Union and the Board of Education.
- E. The arbitrator shall not have the power to alter, amend or modify the provisions of the Agreement.

Section 7 Time Limits

- A. Time limits under this Article shall be strictly construed. If the grievant or the Union fails to meet a time deadline, the grievance will be deemed withdrawn. If the District fails to meet a time deadline, the grievance will be deemed granted.
- B. Time limits under this Article may be waived by mutual written agreement.

Section 8 If a grievance affects a group of employees in more than one department and involves a section of this Agreement associated with system-wide grievance, it may be submitted by the Union directly at Stage 2 described above.

**ARTICLE 6  
SENIORITY**

Section 1 Seniority accrues to employees covered by this Agreement which entitles them to preferential rights set forth in this Agreement, including assignments, vacations, layoffs, recalls, and transfers within a title and preferential interviewing rights for transfers to another title or department within the negotiating unit.

Section 2 Computation of Seniority

Unless otherwise required by law, District seniority shall be determined by continuous service with the District from the date of original employment in a bargaining unit position without regard to full-time or part-time status. Title seniority shall be determined by continuous service in the title without regard to full or part-time status. Service as a substitute employee shall not be included in the computation of seniority. Unless otherwise required by law, non-bargaining unit work shall not be included in the computation of seniority. Periods during which an employee is on an authorized unpaid leave of absence or a period of layoff, for periods of less than one year, shall not be considered an interruption in continuous service. While on unpaid leave or layoff an employee will not accrue additional seniority.

Section 3 Seniority Lists

A seniority roster will be given to the Union by January 30<sup>th</sup> of each year. This roster shall list all full-time and part-time employees in the bargaining unit by District and title seniority. Within thirty (30) days of the receipt of the roster, the Union will notify the Employer of the alleged discrepancies in the roster. The parties will meet to resolve all discrepancies.

Section 4 For the purpose of this Agreement there shall be the following Departments comprised of the specific titles therein:

- A. Clerical - (including Senior Typists, Typist assigned to Administrator/Supervisor, Typists, Teacher Aides, Teacher Aides assigned to classrooms and School Monitors).
- B. Custodial, Maintenance and Grounds - (including Custodians, Custodial Workers, Cleaners, Building Maintenance Mechanics, Head Groundskeeper and Groundskeeper).
- C. Food Service - (including Food Service Helpers, Account Clerk, Cooks, Assistant Cooks and Messenger).
- D. Transportation - (including Bus Drivers, Auto Mechanics, Head Mechanics, Auto Mechanic Assistant, Dispatcher, Assistant Dispatcher, Custodial Worker, School Bus Attendant, and Typist assigned to Transportation).
- E. Child Care - (including Child Care Workers).

Section 5 Extra Time Assignments of Two hours or Less

- A. When it becomes necessary to create additional non-instructional assignment time within a specific building, and the amount of time is two hours per day or less, the additional time will be offered, in order of title seniority, to the non-instructional employees within the building, so long as there is no conflict with the employee's current work assignment and will not cause a total work assignment that exceeds forty (40) hours per week.
- B. In the event that the additional time is an extension of an employee's current job assignment and contiguous time which will not conflict with the employee's current work assignment, the additional time will be assigned to the employee currently holding that position without the need to survey senior non-instructional members within the building.
- C. If no non-instructional employee within the building in the job title required wishes to work the additional assignment, the assignment will be offered to the remaining non-instructional employees in the

District, in the title, on the basis of seniority as long as there is no conflict with the employee's current work assignment and will not cause a total work assignment that exceeds forty (40) hours per week.

- D. In the event that no employees within the District, in the title required, wish to work the additional assignment, the administrator may assign the extra time to the least senior employee in the building within that job title for which there is no conflict with current assignments.

**ARTICLE 7  
LAYOFFS, VACANCIES, PROMOTIONS AND BUS RUNS**

Section 1 Layoffs

A. General

Lay offs and reductions in time shall be made in the reverse order of seniority, as hereinafter provided. Seniority for the purpose of layoffs shall be computed on a title basis without regard to full or part-time status. Seniority for the purpose of displacements shall be computed on a District basis without regard to full or part-time status. All temporary and provisional employees in a title will be terminated before the position of a permanent employee is abolished or reduced in time.

B. Displacement Rights of Laid Off Employees

1. An employee serving in a position in the competitive class shall have the additional rights provided by the Civil Service Law.
2. If a competitive class employee exhausts his/her bumping and retreat rights under the Civil Service Law without being retained, he/she shall have the right, to the extent permitted by law, to displace any employee with less District seniority in a non-competitive or labor class position in a title in which he/she has previously served in the District provided he/she remains qualified to perform the duties of the position.
3. An employee serving in a position in the non-competitive or labor classes shall have the right to displace the least senior employee using District seniority in a lower paid position, a title in which the employee has served at the District, provided the employee continues to have the qualifications and skill to perform the duties of the position. The employee displaced, in turn, shall have the right to displace the least senior employee in a position, a title in which the employee has previously served. In the event of such

displacement, the senior displacing employee will be paid on the salary schedule of the position which the employee assumes, at the step representing the number of years of District service.

4. If an employee is assigned a position on a year to year basis and is not reassigned to his/her position the next year, the employee shall be afforded the rights provided in this Article under Section 1B (3) and the rights provided under this Article, Section 3B (2).

## Section 2 Abolition of Bus Runs

In the event an established bus run is eliminated or reduced in time by .75 hours per day, the driver assigned to such run will have the right to be assigned to the run of the least senior driver who works the same number of hours as the employees affected by the reduction. In the event there is no such less senior driver, the employee affected shall have the right to be assigned to the run of a less senior driver who works a half hour more or less than the affected employee. Less senior employees whose runs are affected by the exercise of the rights granted by this paragraph in turn, shall have the right to select the bus run of a less senior driver in the manner provided by this section. Seniority shall be computed on a title basis.

## Section 3 Vacancies in Unit Positions

### A. Posting of Vacancies

1. All vacancies in positions within the negotiating unit, including temporary positions, will be posted in each departmental work station at least ten (10) calendar days prior to the date upon which selection is to be made. Vacancies will be filled within thirty (30) working days as defined in Article 5, Section 2. 1. of the original posting. Except as provided in Article 7 Section 5 (newly created bus runs), additions of time of up to and including two (2) hours per day shall not be considered a newly created or vacant position and a posting will not be required. The Union recognizes that it is within the discretion of the District to choose to fill or not a vacant position.
2. The posting shall include the title, job description, salary, time requirements and job-related qualifications required to perform the duties of the position to be filled. The posting shall also include the name of the person to whom the application is to be directed, the manner in which the application is to be filed and the date by which the application must be filed. Employees who wish to be considered for the vacant position shall file an application, in writing, and by the time directed by the posting. All qualified employees, as per District postings, filing an application shall receive a formal interview by the supervisor in charge of the posting. A copy of all postings shall be sent to the Union.

B. Selection of Applicants

1. In the case where there are current employee applicants for a vacant position, the District shall appoint the most senior employee currently working in the same title, unless the most senior employee lacks the qualifications, as per the District posting, to perform the duties of the position, does not have satisfactory evaluations or does not have a satisfactory attendance record. Should the District deem that more than one current employee meets the position qualifications, seniority for filling the vacant position shall be computed on a District basis, giving first priority to service in the title in which the vacancy exists.
2. In the event that there is a vacancy for a position that is not filled pursuant to paragraph 1, the procedure will be as follows: any employee who has been laid off from the bargaining unit within eighteen (18) months of the date a position becomes vacant, or in the case of a new position, from the date of the creation of the position by the Board, will be given preference for the filling of a vacant position provided he/she possesses the qualifications to competently perform the duties of the position. If more than one laid-off employee is deemed by the District as qualified to fill the vacant position, offers shall be made in order of District seniority giving first priority to service in the title in which the vacancy exists. Upon recall, the employee will retain his/her previous District and title seniority, and the period of layoff will not be considered a break in continuous service except that the employee will not accrue seniority during the period of layoff.
3. Transfers - If a vacancy is filled by way of a transfer, a posting shall be created for the vacancy resulting from the transfer. One posting shall not be used to cover a transfer and an appointment of an employee to a position left vacant as a result of a transfer. The provisions of this paragraph shall not apply to bus driver transfers.
4. In those cases where a temporary position becomes permanent, the period of the temporary appointment will count for all purposes of the contract including seniority, salary and benefit calculations.
5. All promotional job openings will be filled by persons possessing the best qualifications as determined by the Supervisor of the Department and the Superintendent. In those cases where candidates for promotion possess comparable qualifications, the promotion shall be awarded to the employee with more District seniority.
6. The District shall have the right to reassign any employee within a title. An employee so reassigned will suffer no diminution in pay.

Section 4 Probationary Period on Promotion

- A. An employee promoted to a position in a higher job classification shall serve a probationary period of six (6) months. At the end of the probationary period, or earlier if the Superintendent so decides, the employee shall be granted permanent status in the position. In the event the employee is not granted permanent status, the employee shall be returned to his/her former position and the period of service during the probationary period shall be included for purposes of computing the employee's seniority in the prior position.
- B. All non-competitive and labor class employees shall serve a probationary period of one (1) year and shall be covered by Civil Service Law Section 75 upon successful completion of the probationary period.

Section 5 Assignment to Bus Runs

- A. Each year during the term of this Agreement, drivers and bus attendants shall have the right to bid for and receive an assignment which shall provide the same number of hours of employment worked during the preceding school year, except as provided in Section 2 of this Article. Assignments to vacant and newly created bus runs shall be made on the basis of seniority within the Department.
- B. A "newly created" bus run is a run created after the first day of school, the length of which is increased by .75 hours per day more than a route previously being driven.
- C. Vacancies and newly created bus runs occurring after the first day of school shall be filled by temporary assignment by the District except that there shall be a posting and application for such vacancies within thirty (30) working days.
- D. The District may establish Floater (Stand-by) Bus Driver position(s) that will be up to a six (6) hour bid assignment. The floater driver will be assigned regular scheduled bus runs at the discretion of the Transportation Supervisor or designee on a daily basis to fill vacancies.

Section 6 The Employer will cover all costs for meeting the New York State mandated fingerprinting requirements for employment.

Section 7 Instructional costs and required testing fees for New York State Certification for bus drivers will be paid by the District. Qualified drivers shall remain with the District for two years or reimburse the District for the instructional costs and required testing fees.

**ARTICLE 8**  
**ELIGIBILITY FOR & CALCULATION OF BENEFIT CREDITS**

- Section 1     A.     Wherever referred to in this Agreement, an employee initially hired after December 1, 2013 is considered full-time if he/she works six (6) hours or more per day, regardless of whether it is worked on a ten-month or twelve month schedule. Employees hired prior to December 1, 2013 are considered full-time if he/she works four (4) hours or more per day. For the purposes of retirement, the District will consider six (6) hours or more to be a full-time position.
- B.     For the purpose of this Article, day will mean the number of hours regularly scheduled to be worked by the individual employee.
- Section 2     New employees shall not receive vacation, sick or personal leave for their first six (6) months of employment. Thereafter, employees will be provided with vacation, sick, and personal leave, on a pro-rated basis based upon when they commence employment during the school year (i.e. July 1<sup>st</sup> to June 30<sup>th</sup>). They will then accrue such leave benefits on an annual basis commencing with the first July 1<sup>st</sup> following their hire date.
- Section 3     For employees who voluntarily terminate employment with the District and are subsequently rehired, the Board reserves the discretion to credit a part of a rehired employee's prior work experience for the purpose of salary placement up to step 3. Seniority will not be restored.

**ARTICLE 9**  
**LEAVES OF ABSENCE**

- Section 1     Holidays
- A.     Employees will receive the following holidays at their regular rate of pay:
- |                             |                               |
|-----------------------------|-------------------------------|
| New Year's Day              | Labor Day                     |
| Martin Luther King, Jr. Day | Columbus Day                  |
| President's Day             | Veteran's Day                 |
| Good Friday                 | Thanksgiving Day              |
| Memorial Day                | Friday after Thanksgiving Day |
| Independence Day            | Christmas Day                 |

(Should school be closed for observance of Rosh Hashanah and/or Yom Kippur, it shall be considered a paid holiday. The phrase "school be closed" as it relates to Rosh Hashanah and Yom Kippur shall mean any day designated by the School District for which neither students nor staff shall report. For example, a superintendent's conference day on which students are excused but staff reports is not a paid holiday. Such Jewish holidays may also continue to be designated as holidays (meaning neither staff nor students report) or as school days (meaning both students and



staff report). This interpretation shall only apply to this phrase in this particular provision and is not intended to affect any other language in the collective bargaining agreement.

- B. Twelve (12) month employees will be given the last working day before Christmas as a paid holiday, unless school is in session, and, in that case, the employee will be given the first working day after Christmas. Twelve (12) month employees will receive one half (½) of the last working day before New Year's Day off with pay. These days will not be included in the calculation of benefit credits for less than twelve (12) month employees.

## Section 2 Vacations

- A. 1. Twelve (12) month employees will receive paid vacation as follows:

Upon completion of:

1 <sup>st</sup> through 4 <sup>th</sup> year	10 days
5 <sup>th</sup> through 9 <sup>th</sup> years	15 days
10 <sup>th</sup> year	16 days
11 <sup>th</sup> year	17 days
12 <sup>th</sup> year	18 days
13 <sup>th</sup> year	19 days
14 <sup>th</sup> year	20 days

2. In lieu of vacation leave, employees working less than a twelve (12) month scheduled work year will receive compensation based on the number of days as follows:

Upon completion of:

1 <sup>st</sup> through 4 <sup>th</sup> year	8 days
5 <sup>th</sup> through 9 <sup>th</sup> years	12 days
10 <sup>th</sup> year	13 days
11 <sup>th</sup> year	14 days
12 <sup>th</sup> year	15 days
13 <sup>th</sup> year	16 days
14 <sup>th</sup> year	17 days

Employees working less than a twelve (12) month scheduled work year hired after December 1, 2013 shall not receive this paid vacation leave.

- B. Requests for vacation must be made, in writing, at least two (2) weeks in advance, to the immediate supervisor who will verify, in writing, the vacation approval or disapproval.
- C. The District will determine all vacation schedules. However, subject to consideration of operating efficiency, vacations will be scheduled at the time most desired by the individual employee, with due regard to seniority and time of request. Vacation requests

shall not be unreasonably denied. In cases of conflict, the right to determine vacation schedules shall include, whenever circumstances make it necessary to maintain operating efficiency, the right to reschedule an employee's vacation. If a vacation request is denied, a rescheduling offer shall be made to the employee in writing.

- D. A vacation list will be posted in each section June 1<sup>st</sup> for the following school year, and subject to the two weeks advance notice, an employee may request his/her vacation at any time thereafter. To the extent that seniority is a factor in the scheduling of vacations under Section 2 (D) of this Article, it shall be computed on the basis of District service.
- E. Employees may not carry over and accumulate unused vacation days from year to year. In those instances where an employee is unable to take his/her scheduled vacation either because the District has denied a request for vacation or because of unforeseen circumstances beyond the control of the employee, the District will pay the employee for all unused vacation within one payroll period of the last day of the year.
- F. If a holiday falls during a scheduled vacation, the employee may extend his/her vacation by an amount equal to the number of holidays.

Section 3 Sick Leave

- A.
  - 1. All twelve (12) month employees shall be credited with sixteen (16) days of sick leave each year. All ten (10) month employees shall be credited with thirteen (13) days of sick leave each year. Sick leave will be available to new employees as outlined in Article 8.
  - 2. Any employee taking sick leave on a Friday may, but for those employees with pre-approved leave, not report to work, if scheduled, on the following Saturday or Sunday without express approval of their Department Supervisor.
- B. Unused sick leave may accumulate as follows:

10 month employees	260 days
12 month employees	280 days
- C. Accumulated sick leave credits may be used in units of not less than one (1) hour.
- D. Accumulated sick leave credits may be used only for the personal illness of the employee or for the purposes set forth in Section 3(E), 4(A) and 4(B) of this Article. A physician's statement may be required by the Superintendent or designee when he/she suspects a pattern of abuse or an employee takes two or more consecutive days.

- E.
  - 1. Up to five (5) days at any one time will be granted to an employee for illness of a member of the employee's immediate family which requires bedside or household attention of the employee. Immediate family is defined as spouse, parent, legal guardians, children, siblings, parents-in-law, grandparents and grandchildren. All days used for this purpose shall be deducted from sick leave.
  - 2. An additional five (5) days for the purposes outlined in this Section may be granted with approval of the Superintendent. Such additional days shall be deducted from the employee's accumulated sick leave.
  - 3. The Superintendent or designee may require a statement from the immediate family member's attending physician attesting to the need for the employee's bedside or household attention.
  - 4. If an employee dies during the time of his/her employment with the School District, all unused sick leave up to 100 days will be paid to the employee's beneficiary or estate at the rate of thirty dollars (\$30.00) per day.
- F. When an employee is absent as a result of a personal injury caused by an accident or assault occurring in the performance of the employee's assigned duties and receives Workers' Compensation for such absence, the employee will be paid his/her regular salary during such absence to the limit of the employee's accumulated sick leave credits. When the District is reimbursed by the Workers' Compensation insurance carrier, the District will credit to the employee's sick leave benefits used to the nearest hour dividing the reimbursement received by the employee's current hourly rate of compensation at straight time without regard to shift differentials. When an employee has exhausted his/her sick leave credits prior to reimbursement from the carrier, the employee will be entitled to receive only those benefits provided for under the Workers' Compensation Law.
- G. All employees will be permitted to use accumulated sick leave if they fail an annual physical required for re-employment providing they have returned a signed Intent to Work Form. However, the employees will be placed on a preference list and must accept another position, if they are qualified and if offered.
- H.
  - 1. All employees who have accumulated thirty (30) days of sick leave by June 30 of any one year may, at the end of the following year, request payment of thirty dollars (\$30.00) per eight (8) hour day in each year thereafter for all of the unused sick or personal days, for that year, in excess of the thirty (30) days minimum requirement in lieu of accumulating additional sick days. If such request is not made, the unused sick and personal days will be added to the total

accumulation. Employees who work less than an eight (8) hour day will receive a payment based on a pro-rata calculation at their regular hours worked.

2. Those who have reached their maximum accumulation as set forth in Section 3. B above will receive thirty dollars (\$30.00) per eight-hour day effective July 1 in each year thereafter for each unused day exceeding the maximum accumulation.
3. Upon retirement, employees eligible for and participating in the New York State Retirement System will receive thirty dollars (\$30.00) per eight-hour day of accumulated sick days up to one hundred sixty-five (165) or receive service credits toward retirement benefits for those days. Upon retirement, employees eligible for and participating in the New York State Retirement System will receive the equivalent of a full day's pay for all accumulated sick days over one hundred sixty-five (165) up to the maximum accumulation of sick time. Such requests for payment must be submitted in writing to the Business Official thirty (30) days prior to the effective date of retirement. In the event that no request is submitted, the District will apply the employee's accumulated sick leave toward a service credit. Employees retiring during a school year will receive credit for sick and personal leave accumulations, for that year, on a prorated basis.

I. Sick Leave Pool

Persons in the negotiating unit may contribute a minimum of four (4) up to a maximum of twenty-four (24) hours per year of their personal sick leave credits to a pool to be used to provide additional sick leave to employees with more than one year of current service in the District in the event that current and accumulated sick leave is exhausted and illness continues. Contributions may be made no later than December 1<sup>st</sup> each school year on a form provided by the Superintendent.

As a condition for eligibility, the employee's sick leave must have been exhausted as the result of illness and he or she must have been a contributor to the bank within the preceding one year. After an employee uses up his/her current and accumulated sick leave, he/she may apply to the Superintendent for use of hours from the pool. A committee of five, composed of the Superintendent and his/her designee and three Union representatives, pre-designated, will serve as trustees of the pool, and all decisions relating to the use of pool hours will be made by them. Such decisions shall not be subject to the grievance procedure. However, a rejected applicant may ask for, and will receive, a review of the decision. Usage of pool hours may be in any amount but not more than twelve (12) days (a "day" is defined as the number of hours regularly worked by the borrowing employee) times the years of

service in the District and in no case in an amount that would carry past the end of the school year in which the borrowing took place, and in no case shall the pool use by an employee exceed a total of six (6) weeks consecutively or cumulatively. Should the employee require additional hours at the commencement of the following year, he/she may reapply. There should be no repayment of any sick leave pool days.

#### Section 4 Bereavement Leave

- A. Up to five (5) days with pay will be granted during an employee's regularly scheduled days of work in order to arrange for or attend funeral services or to settle the estate or dispose of household furnishings upon the death of a member of the immediate family. Immediate family is defined as spouse, parent, legal guardians and children. Up to three (3) days shall be granted for the same reasons upon the death of grandparents, grandchildren, parent-in-law and siblings.
- B. An additional five (5) days for the purposes outlined in this Section may be granted with the approval of the Superintendent.

#### Section 5 Personal Days

- A. Three (3) days, without loss of pay, will be available for personal reasons.
- B. The first two (2) non-consecutive days may be taken without prior approval of the Superintendent of Schools.
- C. The third day may be taken with the use of a personal leave request form. With two (2) days prior notice, a reason for the leave need not be stated. Requests received with less than two (2) days notice will be considered for approval based on the reason(s) given.
- D. None of the available days may be used immediately prior to or following a holiday, recess or vacation period unless prior approval is given by the Superintendent.
- E. In the event that the employee wishes to use more than one (1) day consecutively, prior approval of the Superintendent is required, and a written response from the Superintendent will be forwarded to the employee in a timely manner.
- F. Unused personal days will accumulate as additional sick leave.

#### Section 6 Child Care Leave

Employees shall be granted child care leave upon written application. Leave shall commence upon the request of the employee and shall

continue for a period not excluding eighteen (18) months after the birth of the child. The Board of Education may extend this leave upon written request.

Employees on such leave shall not accumulate additional leave days or seniority credits.

Section 7 Leave of Absence Without Pay

Leaves of absence without pay may be granted at the discretion of the Board of Education. All requests for leave must clearly indicate the reasons therefore and must be submitted in writing with sufficient time for processing. Except as may be provided elsewhere in the Agreement, during said leave, benefit credits, increments, and time towards seniority will not be forthcoming.

Section 8 An employee on a leave of absence shall notify the Superintendent in writing of his/her intention to return to service not later than ninety (90) days prior to the expiration of such leave. If the Superintendent has not received timely notice he/she shall send a letter of inquiry to the employee at an address provided for such purposes. Failure to notify the Superintendent in writing within thirty (30) calendar days of such timely notice constitutes a resignation. All requests for leaves, extension or renewals of leaves shall be applied for and responded to in writing.

Section 9 Military Leave

Leave will be granted to covered employees in accordance with Section 242 of the Military Law of New York State.

Section 10 Jury Duty Leave

An eligible non-instructional employee is eligible for time off with pay for appearances in any legal proceeding connected with the employee's employment with the school system; the performance of jury duty or because he/she has been subpoenaed in a legal matter in which he/she is not personally involved. Any monies he/she receives in such circumstances from the court system will be deducted from the salary due him/her. In the event that a jury duty session is cancelled and/or the employee is released early, the employee is required to report and/or report back to work to complete the balance of his/her assigned work schedule.

**ARTICLE 10  
HEALTH INSURANCE**

Section 1 Plan Choice

Full-time employees as defined in Article 8, Section 1 A. will have a choice between Blue Shield of Northeastern New York Traditional Blue POS 211, Blue Shield of Northeastern New York PPO Plan 812, or, Capital District Physicians' Health Plan ("CDPHP") EPO Avid Care 25.

## Section 2 Health Insurance Plan Description

- A. Employees agree to share in premiums in the following manner:
1. The employee contribution for employees hired on or before June 30, 2013 shall be ten percent (10%) of the cost of individual, two-person or family coverage, whichever is applicable.
  2. For employees hired for a permanent position on or after July 1, 2013, the employee contribution shall be twenty percent (20%) of the cost of individual, two-person or family coverage, whichever is applicable, effective January 1, 2014.
  3. The employee will pay the balance of their health insurance contribution through payroll deduction.
  4. Employees currently enrolled in the Blue Shield Traditional Blue 907 Plan may remain in said Plan, otherwise, the existing health insurance plans will be Blue Shield Traditional Blue POS 211 Health Plus ("POS") Blue Shield of Northeastern New York PPO Plan 812 and Capital District Physicians' Health Plan EPO Avid Care 25 ("CDPHP"). Effective July 1, 2013, or as soon as possible thereafter, the Blue Shield Traditional Blue 907 Plan shall no longer be offered.
  5. Employees hired between October 25, 1994 and July 1, 2008 working less than twenty (20) hours per week will pay premiums on a pro-rata basis (e.g., an employee working three (3) hours per day will pay 5/8 of his/her total health insurance premium).
- B. Increases in premium costs will be passed on to the subscriber at the time the increase is effective, subject to the maximum subscriber contribution.
- C. For members of the bargaining unit employed as of July 1, 2013 who retire on or before June 30, 2016, the employee contribution in retirement shall be ten percent (10%) of the cost of individual, two-person or family coverage, whichever is applicable, contingent upon twelve (12) years of service with the District. Thereafter, any member who retires shall contribute the same fixed percentage amount of the cost of individual, two person or family coverage, whichever is applicable, in retirement as they were contributing at the date of retirement, contingent upon twelve (12) years of service with the District. Retirees with less than twelve (12) years of service, and therefore ineligible for this retirement benefit, may continue with the District's group plan by paying the full premium. (Retirement means eligible for and participating in the New York State Employees' Retirement System.)

- D. A husband and wife working for the District will be eligible for either one individual plan each or one two person or one family plan with the applicable contribution percentage paid by the employee(s). Neither the husband or wife is eligible for the "Buy-Out Option" set forth below. Any members of the bargaining unit employed as of July 1, 2014 who are covered by this provision shall be grandfathered to the extent that they will be required to pay the required contribution percentage but the other spouse, (assuming each are not taking individual insurance) shall be eligible for the "Buy-Out Option" set forth below.
- E. The School District will provide health insurance options to employees who are off the payroll consistent with "COBRA". The School District will also provide health insurance consistent with the Family Medical Leave Act for eligible employees.
- F. Buy-out Option - A full-time employee who is eligible as defined in Article 8, Section 1. A. for medical insurance coverage made available through the District may receive a cash buy-out of fifteen hundred dollars (\$1,500) in lieu of receiving medical insurance benefits. To be eligible for the medical insurance buy-out, the employee must provide documentation of comparable medical health insurance coverage in a manner and form to be determined by the District and sign an appropriate waiver of health insurance coverage and waiver of liability of the District.

In the event the employee loses coverage under the alternate insurance plan, the employee may resume coverage under a medical insurance plan made available through the District. Coverage will become effective in accordance with the provisions specified in the plan documents, provided that the employee meets all eligibility requirements of the insurance plan.

Upon reinstatement, the employee must refund the portion of the payment received for the period in which the District will subsequently provide coverage for said employee.

Payment of the buy-out will be made in two (2) payments, at the beginning of January and July. This payment is in addition to the compensation and/or salary to which the employee is otherwise entitled, and will be treated as part of the employee's gross income and will be subject to the appropriate withholding for income and payroll tax purposes.

- G. In the event that federal or state legislation, rules and/or regulations issued to relation to the Patient Protection and Affordable Care Act ("PPACA"), the Health Care and Education Reconciliation Act of 2010 ("HCERA") and/or any other legislation, rule or regulation impact in any way the health insurance plans, costs or benefits provided for in this Agreement, either party may reopen negotiation on the issues of wages and health care, upon ten (10) days written notice. The parties



hereby agree that while negotiations are pending, the District may implement changes necessary to comply with federal and/or state laws, rules, and regulations after prior written notice to the Union.

### Section 3 Dental and Optical Benefits

Effective July 1, 2008, the District will pay seventy-five percent (75%) of the premium for Dental and Optical Insurance to full-time employees. The Dental Plan will be The Guardian (Dental Guard Maximum Rollover Split Value Program) or comparable. The Vision Plan will be the Guardian (Davis Vision Plan Designer-Premier Full Feature Program) or comparable.

For those employees who elect not to enroll in the offered Dental and Optical Plans, the District will establish a fund of \$280.00 per full-time employee, pro-rated for part-time employees. This fund will be administered by the Superintendent. The benefit will provide reimbursement for dental costs and the cost of the eye examinations not already covered by insurance, and the purchase of corrective lenses not to exceed the amount stated above for each full-time equivalent in accordance with the following regulations:

- A. Dental bills and/or the cost of corrective lenses and eye examinations dated between July 1 and June 30, will be reimbursed to the member by the business office up to the maximum noted above.
- B. Monies not expended in this fund shall be returned to the General Fund of the District.

## **ARTICLE 11 DISABILITY INSURANCE**

Effective as soon as practical subsequent to ratification, but no later than May 1, 2008, the District shall provide a short term disability plan, equivalent to the employees current plan, First Rehabilitation Life Insurance Company of America's "New York Disability Benefits Law Policy," at no cost to the unit members. This benefit shall sunset on December 31, 2013.

## **ARTICLE 12 RETIREMENT**

The District will continue to offer retirement for all eligible personnel under the New York State Employees' Retirement System with the same options and plans as presently offered. The District will take the necessary steps to adopt the new career plan (RSSL §75i) effective April 1, 1999. For the purposes of retirement only, a six-hour per day appointment will be reported as a full day of service. As a service to the members, a summary of benefits prepared by the New York State Retirement System will be made available for distribution to employees at the District Office.

**ARTICLE 13  
COMPENSATION**

Section 1     Salary Schedules

- A.     Salary Schedules are attached in Appendix A for the term July 1, 2011 through June 30, 2016.
  - 1.     Effective July 1, 2011, employees will receive step movement only;
  - 2.     Effective July 1, 2012, employees will receive step movement only;
  - 3.     Effective July 1, 2013, employees will receive step movement only;
  - 4.     Effective July 1, 2014, employees will receive step movement only;
  - 5.     Effective July 1, 2015, employees will receive step movement only.
  
- C.     Longevity increments as detailed in the salary schedule will be paid after an employee has completed ten (10) years of employment. Longevity II increment as detailed in the salary schedule will be paid to employees who have completed at least fifteen (15) years with the District, and Longevity III increment as detailed in the salary schedule will be paid to employees who have completed twenty (20) years of service with the District.

Section 2     Out-of-Title Work

- A.     Except upon assignment by proper authority during the continuance of a temporary emergency situation as defined by Civil Service Law, no person shall be assigned to perform the duties of any position unless he/she has been duly appointed, promoted, transferred to or reinstated to such position in accordance with the provisions of this contract and Civil Service Law. For the purpose of this section "duly appointed" shall mean by the Board of Education at a Board meeting.
  
- B.     If a covered employee is assigned the duties of another employee in a higher pay title, he/she shall be compensated for all hours worked his/her current step of the higher paying title.

Section 3     Payroll Options

- A.     Salaries will be paid every two (2) weeks as per the Work and Holiday Schedule.

- B. Ten-month employees must elect either a ten (10) month payment schedule or a twelve (12) month pay schedule. Employees on a twelve (12) month pay schedule will receive all pay due on or before June 30<sup>th</sup>. Twelve (12) month employees shall be paid on a 26 week schedule as per the Work and Holiday Schedule.
- C. Employees must select their pay period schedule in writing not later than June 30 of the school year preceding that in which the payment is to occur. If an employee elects to change from one payroll option to another, he/she shall notify the business office in writing by June 30 of the school year preceding that in which the payment is to occur. If a ten (10) month employee does not notify the District of a payroll option prior to June 30, the previous year's option will be continued. Newly hired employees must make a selection one week prior to their first pay check or they will automatically be assigned the twenty-one (21) week pay option.

**ARTICLE 14  
WORK SCHEDULES**

- Section 1 A normal work week shall be comprised of five (5) consecutive calendar days within a calendar week. No one employed on or before June 30, 1975 will be required to work other than a Monday through Friday schedule.
- Section 2 All twelve (12) month employees may request to work four (4) day, ten (10) hour or four (4) day, nine and one-half (9 ½ ) hour work week, as the case may be, during the months of July and August. It is understood that this rescheduling be at the option of the Superintendent and that no one will be required to work such a schedule.
- Section 3 The salary agreements include days worked that are listed in the Work and Holiday Schedule for the various job titles. Employees may work additional hours as extra time and/or overtime, but this will not be reflected in the salary agreement.
- Section 4 When schools are closed due to weather or other emergency conditions, all non-teaching employees are to report to work unless otherwise scheduled. The Work and Holiday Schedules contain definitions of those employees who are not expected to report. Employees not required to work on at least three (3) snow days in a school year may be required to work a maximum of one (1) additional unscheduled day without compensation if the unscheduled day is needed to complete the 180 day school year. Employees may report for work one (1) hour late without penalty when driving conditions are considered poor.
- Section 5 On the days that non-public schools are in session and the Averill Park Schools are not in session, the drivers on the non-public school routes will work and will do so at their regular hourly rates, up to at least the total number of days that the drivers for APCSD would have to drive during the

year. When a driver is assigned to a non-public school, and such school is not in session, that driver shall report to work and accept an assignment at the discretion of the Supervisor of Transportation.

Section 6 All employees covered by this Agreement will be notified of continued employment for the following year by June 30<sup>th</sup>.

Section 7 The ten month period of time for the grounds worker will be as follows:

July 1 - December 31 of each school year

March 1 - June 30 of each school year

Section 8 Break Times

All employees working a minimum of four (4) consecutive hours per day will receive one 15-minute break per day at a time designated by the District. All employees working seven and one-half (7 ½ ) consecutive hours or more per day will receive two 15-minute breaks at times designated by the District, and an undisturbed lunch or supper break of at least thirty (30) minutes. Modifications in the timing of the breaks and lunch and/or supper break may be made with reasonable advance notice given by the District. A schedule indicating work times and break times will be given to each employee by the supervisor no later than September 30 of each year.

## **ARTICLE 15 OVERTIME**

Section 1 It is recognized that from time to time there will be situations requiring overtime work. Employees will be available to work overtime as required and as needed.

Section 2 All overtime will be scheduled by the Employer. Rotation of all overtime shall be on a seniority basis and within department and title whenever possible.

Section 3 Covered employees will be paid at their regular rate of hourly pay for all hours worked up to and including forty (40) hours in a calendar week and time and one-half for all hours over forty (40) in a calendar week. Night custodial workers normally working thirty-seven and one-half (37 ½) hours per week will be paid for forty (40) hours and receive time and one-half for all hours worked as custodial workers beyond the thirty-seven and one-half (37 ½) hours in a calendar week. All employees will receive time and one-half for work on holidays or Sunday.

Bus drivers working on a Saturday or Sunday will be guaranteed a minimum of four (4) hours pay, however, if notified of a cancellation before Friday noon, the guarantee will be a minimum of two (2) hours pay.

- Section 4 Drivers will be compensated for time worked beyond their required work day when the Transportation Supervisor determines that the vehicle was delayed because of reasons beyond the control of the driver and such delay was at least fifteen (15) minutes in length. Payment will be made at half hour intervals, the first fifteen (15) minutes of each half hour must be exceeded to receive payment.
- Section 5 All covered employees will attend all meetings called by management of the District except that meetings called at times other than during the regular working day will not exceed one hour and fifteen minutes in length per meeting. This section does not apply to mandatory training for bus drivers.
- Section 6 The use of accrued paid leave time will count toward the computation of hours worked in a normal work week.
- Section 7 If an employee is called back to work after having left the premises upon completion of the scheduled work day, said employees will be guaranteed a minimum of three (3) hours pay.

## **ARTICLE 16 ATHLETIC OR FIELD TRIPS**

Transportation Department personnel will transport all athletic or field trips. Athletic or field trips shall be assigned by a bidding system with the most senior available employees entitled to be awarded the bid. A regular Bus Driver will not be eligible to bid for athletic or field trips if the trip interferes with his/her regular runs. In these instances where no regular driver is able to perform the athletic or field trips, the District will use its best efforts to use only regular substitutes otherwise within the bargaining unit, if available, who are trained and/or tested by the District to drive for athletic or field trips. Effective December 1, 2013, Bus Drivers will receive an extra \$1.00 per hour for all hours worked on athletic or field trips.

## **ARTICLE 17 UNIFORMS AND TOOLS**

- Section 1 A. Unless the parties mutually agree otherwise, all Bus Drivers, Bus Attendants, Custodial, Cleaners, Building Mechanic, Food Service, Auto Mechanic, Auto Mechanic Assistant and Groundskeeper personnel will be required to wear approved uniforms. Uniform components will be purchased by the District and distributed annually to each eligible employee up to a maximum value of \$200.00 per year, except for those employees issued uniforms under subsection C below. Effective July 1, 2007 and thereafter, the District will reimburse uniform components up to a maximum value of \$200.00 per year for cafeteria employees and \$200.00 per year for custodians, custodial workers and cleaners. Uniform components include shirts or smocks, pants, dresses, coveralls, jackets, and shoes.

Unless the parties mutually agree otherwise, effective July 1, 2014 all unit members employed in the following titles: Bus Driver, Bus Attendant, Custodian, Custodial Worker, Cleaner, Building Mechanic, Cook, Assistant Cook, Food Service Helper, Head Auto Mechanic, Auto Mechanic, Head Groundskeeper and Groundskeeper will be required to wear approved uniforms as established by the School District. The School District has the option of choosing to provide such uniforms either through a uniform service or by purchasing uniform components for employees on an annual basis (e.g. directly or by directing employees to a particular vendor to purchase approved uniform components). This determination (i.e. uniform service or purchase) may be made by the School District for all or part of the above unit titles (i.e. the District may use a service for some titles and purchase through a vendor for other titles). The value of any purchased uniform components, except those provided through a uniform service, shall not exceed \$200 per year per employee. Uniform components may include such items as shirts, smocks, pants, dresses, coveralls, jackets, and shoes. Employees provided uniforms, either by a service or through purchase by the District, are required to wear those uniforms while working.

- B. All employees are required to maintain a neat and clean appearance. "Short shorts" and halter tops are not acceptable. Each employee's supervisor will determine whether or not the employee's clothing has met an acceptable standard.
- C. The District will provide a uniform cleaning service for uniforms issued to Building Mechanics, Auto Mechanics and grounds staff and will reimburse those employees up to \$100.00 per year for expenditures for safety shoes.

Section 2 Each mechanic will be supplied tools and a tool box by the District. The employee will sign inventory lists of tools and be responsible therefore.

## **ARTICLE 18 EDUCATION AND TRAINING**

Section 1 The Union and the Board of Education recognize the benefits derived from attendance at educational conferences, and employees are encourage to request permission to attend such conferences. Within Board Policy and budget limitations, these requests will be subject to approval by the Superintendent and without loss of pay to the employee.

Section 2 The Union and the Board of Education recognize the value of in-service training. Within budget limitations and work schedule limitations, in-service training will be offered all employees. Union participation in planning such in-service training will be solicited. In the event that the District provides a bus driver training program, it shall continue its past

practice of compensating employees participating, for hours of training taken outside the normal work day, at straight time rates, unless the time expended exceeds forty (40) hours in that work week, in which case overtime rates will apply.

Section 3 A one hundred fifty dollar (\$150) one time payment per course will be granted to employees completing undergraduate or graduate college credit courses related to their work responsibilities. Prior approval of the Superintendent is required.

A one hundred fifty dollar (\$150) one time payment per course for in service credit, except for required driver training course, will be paid. An in service credit is defined as fifteen (15) classroom hours of instruction. To be eligible for payment, in service credit must be job related and prior approval of the Superintendent is required.

## **ARTICLE 19 MISCELLANEOUS**

Section 1 All newly employed, non-instructional employees shall be given a copy of this Agreement and, where available, handbooks developed indicating policies, rules and regulations, job descriptions and duties.

Section 2 The Work and Holiday Schedule published by the administration annually shall become part of this Agreement.

Section 3 Employees who are requested by their Supervisor to use their own vehicles for transportation between buildings and on errands for school business will be reimbursed for such use at the I.R.S. rate.

Section 4 When new titles, covered by the recognition clause are created, salaries for these positions shall, as soon as practicable, be negotiated and agreed upon with Union representatives.

Section 5 Employee Personnel Files

Upon request to the employee's supervisor or his/her designee and in his/her presence, an employee shall be given the opportunity to review the contents of his/her personnel file and to place in such file a response to anything contained therein. In the event that the primary operating needs of the District preclude the employee's supervisor from immediately complying with the employee's request to review his/her personnel file, then the employee shall be given access to such file no later than two (2) work days following his/her initial request. No material pertaining to an employee's conduct, performance, character or personality which is derogatory in nature, shall be placed in the personnel file without notification to the employee. The employee shall be given the opportunity to read such material and be given the opportunity to acknowledge this review by affixing his/her signature to same. An employee may request and shall be given a copy of part or all of his/her personnel file with the exception of confidential reference material, at a cost of \$0.25 per page.

Section 6 Effect of Employee's Signature

Whenever the signature of an employee is required for evaluation, such signature shall merely indicate his/her acknowledgment that he/she has received or reviewed the document in question and not necessarily agreement with its contents.

Section 7 Labor-Management Committees

A committee comprised of the Superintendent or designee and the Union or designee, and one representative from each Department selected by the Union will constitute the Labor-Management Committee. The committee function shall be to discuss matters outside this Agreement, but of mutual concern to the parties. The power of the committee is limited to discussion, review, suggestions, and recommendations to the Superintendent.

Section 8 Discipline

For all employees covered by this Agreement, the District recognizes, under ordinary circumstances, the concept of progressive discipline.

Section 9 Original printing of three hundred (300) copies of this Agreement shall be printed at the joint expense of the School District and the Union. The Union will give a copy to each employee now employed or hereafter employed within thirty (30) days after its execution or employment if that occurs later.

Section 10 Employees required to report for drug testing outside their scheduled hours of work will be paid for that time as additional hours worked.

Section 11 Ten (10) month employees who contract for summer work will receive:

- A. Independence Day, if the holiday falls during contracted summer work, and
- B. No more than one (1) sick and one (1) personal day. If those days are not used, they will accrue as sick days.

**ARTICLE 20  
SCOPE OF AGREEMENT**

The parties agree that all negotiable items have been discussed during negotiations leading to this Agreement and, therefore, agree that negotiations will not be reopened on any item covered by this Agreement except upon mutual agreement.



**ARTICLE 21  
LEGISLATIVE ACTION**

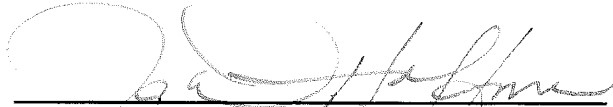
**IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THE AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OR LAW OR BY PROVIDING FUNDS THEREFOR, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE BODY HAS GIVEN APPROVAL.**

**ARTICLE 22  
TERM OF AGREEMENT**

- Section 1     This Agreement shall cover the period of July 1, 2011 to June 30, 2016.
- Section 2     Upon request of either party for a meeting to open negotiations for a successor Agreement, a mutually acceptable date shall be set no more than forty-five (45) days following such a request. Such request shall be made on or before December 1<sup>st</sup> prior to the termination of this Agreement. The parties will exchange negotiation proposals no later than the second meeting unless otherwise mutually agreed.
- Section 3     If any provision of this Agreement is found contrary to law, then such provision shall be deemed not valid, except to the extent permitted by law, but all other provisions of this Agreement shall continue in full force and effect. The parties agree to negotiate substitute provisions with respect to the provisions found contrary to law.

**AGREED UPON BY:**

**FOR THE DISTRICT:**



Dr. James Hoffman  
Superintendent of Schools for the  
Averill Park Central School District

Date

1/31/14

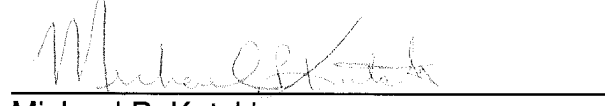
**FOR THE UPSEU:**



Kevin E. Boyle, Jr., President  
United Public Service Employees Union

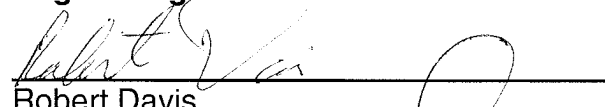


Gary M. Hickey, Executive Vice  
President/Regional Director  
United Public Service Employees Union

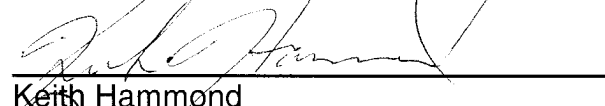


Michael P. Kutski  
Labor Relations Representative

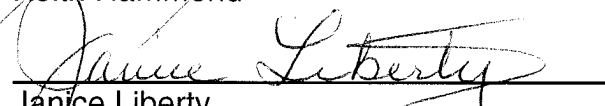
**Negotiating Committee:**




Robert Davis



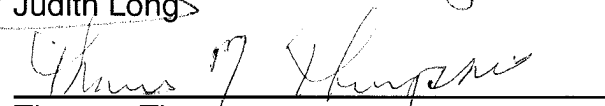
Keith Hammond



Janice Liberty



Judith Long



Thomas Thompson

1/31/14

Date

**SALARY SCHEDULE**  
**July 1, 2011 - June 30, 2016**

Title	1	2	3	4	5	6	7	8	9	10	Long I	Long II	Long III
Account Clerk	13.08	13.40	13.72	13.99	14.20	14.48	14.78	15.07	15.37	15.80	20.54	21.13	21.72
Assistant Cook	10.65	10.91	11.18	11.40	11.57	11.80	12.04	12.28	12.52	12.77	16.78	17.38	17.97
Assistant Dispatcher	15.46	15.86	16.26	16.59	16.84	17.18	17.55	17.91	18.28	18.65	24.05	24.65	25.24
Bus Attendant	11.26	11.53	11.82	12.05	12.22	12.47	12.72	12.98	13.24	13.49	17.77	18.38	18.97
Bus Driver Trainer	16.03	16.42	16.83	17.16	17.40	17.73	18.08	18.42	18.79	19.15	24.90	25.50	26.09
Child Care Worker	12.45	12.75	13.07	13.32	13.52	13.78	14.07	14.34	14.63	14.93	19.55	20.15	20.74
Cleaner	9.85	10.09	10.34	10.54	10.70	10.91	11.13	11.35	11.58	11.81	15.46	16.04	16.63
Cook	11.26	11.53	11.82	12.05	12.22	12.47	12.72	12.98	13.24	13.49	17.77	18.38	18.97
Custodial Worker	13.02	13.34	13.67	13.94	14.14	14.34	14.47	14.78	15.07	15.36	20.14	20.75	21.33
Dispatcher	16.06	16.46	16.86	17.19	17.44	17.78	18.15	18.51	18.88	19.25	24.65	25.25	25.84
Elementary Custodian	13.17	13.50	13.83	14.10	14.31	14.59	14.88	15.19	15.48	15.80	20.68	21.26	21.85
Food Service Helper	10.04	10.29	10.54	10.75	10.91	11.13	11.35	11.58	11.81	12.05	15.79	16.39	16.97
Groundskeeper	14.04	14.38	14.74	15.02	15.25	15.55	15.86	16.17	16.50	16.83	22.05	22.65	23.24
Head Groundskeeper	16.06	16.46	16.86	17.19	17.44	17.78	18.15	18.51	18.88	19.25	24.65	25.25	25.84
Head Mechanic	16.59	17.00	17.42	17.76	18.01	18.35	18.72	19.08	19.45	19.82	25.22	25.82	26.40
Mechanic	16.06	16.46	16.86	17.19	17.44	17.78	18.15	18.51	18.88	19.25	24.65	25.25	25.84
Mechanic Assistant	13.02	13.34	13.67	13.94	14.14	14.34	14.47	14.78	15.07	15.36	20.14	20.75	21.33
Messenger	14.04	14.38	14.74	15.02	15.25	15.55	15.86	16.17	16.50	16.83	22.05	22.65	23.24
School Bus Driver	15.50	15.88	16.27	16.59	16.83	17.16	17.51	17.86	18.22	18.58	24.33	24.93	25.52
School Monitor	11.26	11.53	11.82	12.05	12.22	12.47	12.72	12.98	13.24	13.49	17.77	18.38	18.97
Secondary Custodian	13.28	13.61	13.94	14.21	14.42	14.72	15.01	15.30	15.61	15.93	20.86	21.48	22.06
Senior Typist	13.66	14.00	14.34	14.62	14.83	15.13	15.43	15.74	16.06	16.37	21.45	22.08	22.66
Teacher Aide	12.56	12.86	13.18	13.44	13.64	13.91	14.19	14.47	14.76	15.06	19.71	20.31	20.90
Typist	12.56	12.86	13.18	13.44	13.64	13.91	14.19	14.47	14.67	15.06	19.71	20.31	20.90
Typist Assigned to Administrator	13.08	13.40	13.72	13.99	14.20	14.48	14.78	15.07	15.37	15.80	20.54	21.13	21.72
Typist Assigned to Principal	13.56	13.90	14.24	14.52	14.73	15.02	15.33	15.63	15.94	16.26	21.31	21.91	22.50

A. Salary agreements will be offered each employee and will be computed by multiplying the hourly rates, as shown below, by the number of hours scheduled to be worked per day which will establish the daily rate. The sum of the days scheduled to be worked, allowable and vacation days, will be multiplied by the daily rate of determine the annual rate. The District may hire new employees up to Step 3 on the salary schedule.

B. SUMMER EMPLOYMENT - The District will, when conditions require, make available summer employment to a number of ten (10) month employees.

C. The School Bus Trainer rate shall be paid to each bus driver during the time that the driver is assigned to work as a school bus trainer.