

Agreement

BETWEEN

**THE CHIEF EXECUTIVE OFFICE
AVERILL PARK SCHOOL DISTRICT**

AND

**NON-INSTRUCTIONAL SUPERVISORS,
MANAGERIAL-CONFIDENTIAL PERSONNEL
AND SCHOOL DISTRICT TREASURER**

FOR THE PERIOD

July 1, 2022 – June 30, 2025

For Managerial/Confidential:

Trisha Jansen

Trisha Jansen

Laurie Merriman

Laurie Merriman

Yvonne Phillips

Yvonne Phillips

Date: 6/10/2022

For the District

James Franchini

Dr. James Franchini

Superintendent of Schools

Date: 6/10/22

1. Seniority and Vacancies

Seniority is the right accruing to employees which entitles them to preference provided in assignments, vacations, layoffs, recalls and transfers.

a. Computation of Seniority

Unless otherwise required by law, seniority shall be determined by continuous service with the district from the date of original employment as a full-time or part-time employee. Periods during which an employee serves as a substitute employee, 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 be included in the computation of seniority.

Employees hired after leaving the district may be considered for previous service for purposes of pay but seniority will not be restored

b. Posting of Vacancies

All vacancies in positions, including temporary positions, will be posted in each department at least ten (10) calendar days prior to the date upon which selection is to be made. Additions in time up to and including two hours per day shall not be considered a newly credit position and a posting is not required. The posting shall include the title, job description, salary, time requirements and qualifications required for 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.

2. Selection of Applicants

Persons possessing the best qualifications as determined by the supervisor of the department and the Superintendent of Schools will fill all promotional job openings.

3. Probationary Period

Except in the case of the District Treasurer, an employee upon initial employment or upon promotion to 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 of Schools 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 the purposes of computing the employee's seniority in the previous position.

4. Eligibility for Calculation of Benefit Credits

New employees will be granted vacation, personal leave, sick leave and holidays on a pro-rated basis in the first year of employment.

5. Compensation

a. Payroll Schedule

Salaries will be paid each year as determined by the Work and Holiday Schedule

b. Salary Increase

Base salaries will be increased by 3.00% in years 2022-23, 2023-24 and 2024-25. In order to be eligible for the annual increase, an employee must have been hired prior to April 1st of that year.

c. Longevity

The longevity pay plan recognizes and expresses the district's appreciation for long-term service of permanent employees, both full-time and part-time (regularly scheduled to work 20 hours or more each work week). Longevity payments will be added to the employee's base salary on July 1st of the year in which the anniversary falls, per the following schedule:

5 years of service	\$800
10 years of service	\$1,300
15 years of service	\$1,800
20 years of service	\$2,300
25 years of service	\$2,800

6. Holidays

Twelve (12) month employees will receive the following holidays with pay:

New Year's Day	Yom Kippur*
Martin Luther King, Jr. Day	Rosh Hashanah*
President's Day	Columbus Day
Good Friday	Veteran's Day
Memorial Day	Thanksgiving Day
Juneteenth	Friday after Thanksgiving
Independence Day	Christmas Day
Labor Day	

*Should school not be in session for the observance of these holidays

Twelve (12) month employees will be given the last working day before Christmas and New Year's Eve off with pay. These days will not be included in the calculation of benefit credits for less than 12-month employees.

Except for Juneteenth, Yom Kippur or Rosh Hashanah, if a listed holiday falls on a Saturday or Sunday, the previous Friday or the following Monday, respectively, shall be observed as the

holiday; provided that such Friday or Monday is not a scheduled student school day, in which the holiday will be observed the closest non-student attendance day.

7. Leave of Absence

a. Vacation

Twelve (12) month employees will receive vacation time as follows, unless otherwise agreed upon:

1 st through 6 th year	15 days
7 th through 11 th year	20 days
12 th through 19 th year	25 days
20+ years or longer	30 days

Employees may not carry over accumulated 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 up to five (5) unused vacations days within one payroll period of the last day of the year.

Employees who separate from employment will have the number of vacation days prorated based on the amount of time worked between July 1st and the date of separation. For example, if an employee separates from employment on September 1, the employee would be entitled to 2/12 or 1/6 of the total amount of vacation credited on July 1.

If an employee used more than their pro-rata entitlement at the time of separation from service, the employee will be required to reimburse the District for such amount.

b. Personal Days

Three (3) days, without loss of pay, will be available for personal reasons which can only be accomplished when school is in session.

The three (3) non-consecutive days may be taken without prior approval of the Superintendent of Schools.

None of the available days may be used immediately prior to or following a holiday recess unless prior approval is given by the Superintendent.

In the event that the employee wishes to use more than one (1) day consecutively, prior approval of the Superintendent is required.

Unused personal days will accumulate as additional sick leave.

c. Sick Leave

Twelve (12) month employees shall be credit with seventeen (17) days sick leave, awarded July 1 each year. Ten (10) month employees and employees hired after July 1 will receive pro-rated sick leave.

Unused sick leave may accumulate as follows:

10 month employees	250 days
12 month employees	280 days

Accumulated sick leave credits may be used in units of not less than one-quarter hours.

An employee who has 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 \$50 per day for all unused sick or personal days for that year, in excess of thirty (30) day minimum requirement. If such request is not made, the unused sick days will be added to the total accumulation. After 280 days, personal days not used can also be added.

Upon retirement, (eligible for and participating in the New York State Employees' Retirement System) up to 165 days of an employee's accumulated sick leave can be credited towards retirement benefits (per New York State Retirement). Accumulated sick leave not applied towards service credit will be paid to the employee at an amount equal to the employee's current rate of pay. Payment for these days will be made directly to the employee's 403b account, in accordance with any applicable law.

If an employee dies during his/her employment, all accumulated sick leave will be paid to the employee's beneficiary or estate at the current rate stated above.

Sick Leave Donations

In the event an employee exhausts all personal leaves due to an extended illness, the employee may request donations from other employees in the unit. The request must be in writing and sent to the Superintendent for approval. Once approved, each employee in the unit may then donate up to ten (10) sick days per occurrence. Usage of days may not exceed 12 days times the years of services.

d. Family Illness

An employee may use his/her accumulated sick leave for family reasons as follows: not exceeding five (5) days at any one time in the event of serious illness requiring hospital, bedside or household attention by the employee, of an employee's spouse, domestic partner, child, children-in-law, parent, parent-in-law, sibling, grandparent, grandchild, or any other individual with whom the employee is residing at the time of illness. The Superintendent may require a statement from the individual's attending physician attesting to the need for bedside, hospital or household attention of the employee when such leave exceeds two (2) days. Personal days may be used to extend absences for family reasons.

e. Bereavement Leave

Up to five (5) days with pay will be granted during an employee's regularly scheduled days to 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, domestic partner, parent, legal guardians, children, grandparent, grandchildren, parents-in-law, siblings, siblings-in-law or any individual with whom the employee is residing with at the time of death. Such leave shall not be deducted from accumulated sick leave.

An additional five (5) days for the purposes outlined above may be granted with approval of the Superintendent. Such additional time shall be deducted from sick leave.

f. 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 exceeding eighteen (18) months after the birth of the child. The Board of Education may extend this leave upon request.

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

g. Jury Duty

An 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.

h. Unpaid Leave of Absence

A leave 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 with sufficient time for processing.

i. Compensatory Time

At the discretion of the supervisor, whereas an absence will not create an adverse effect on workload, employees shall be able work compensatory time in lieu of charging personal leave. (i.e. attending school functions, doctor's appointments, etc.)

8. Workers' Compensation

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. When an employee has exhausted his/her sick leave credits prior to the reimbursement from the carrier, the employee will be entitled to receive only those benefits provided for under the Workers' Compensation Law.

9. Health Insurance

Employees in the unit will be afforded health insurance coverage through the CASHIC Capital District Physicians' Health Plan (CDPHP) Model EPO Plan. Employees will contribute twenty percent (20%) of the total premium.

1. When two employees are married and each work for the District the employee will contribute ten percent (10%) of the total premium.
2. Employees working less than twenty (20) hours per week will pay premiums on a pro-rated basis (e.g. an employee working three (3) hours per day will pay 5/8 of his/her total health insurance premium).

Increases in premium costs will be passed on to the subscriber at the time the increase is effective.

Health Insurance Waiver

A full-time employee who is eligible for health insurance coverage through the District (except employees whose spouses are also eligible for coverage) may elect not to participate in the plan and provide his/her own health insurance. If an employee elects this option, he/she will receive a payment of \$1,500 from the District, paid at the end of each fiscal year or at the time of separation (amount will be prorated for months of employment).

An employee that, because of a qualifying event or open enrollment, elects to participate in the health insurance plan will receive this payment on a pro-rated bases (\$125/month) for the months he/she did not participate.

Upon retirement, employees will pay the same percentage of his/her health insurance premium as was paid for 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 Employee's Retirement System.)

10. Dental/Vision Insurance

Employees in the unit will be given the opportunity to enroll in the dental and vision insurance plans that the district has in place by contributing 25% of the premium cost paid by the employee, through payroll deductions.

11. Non-Elective Employer 403b Contribution

Each July, the District will make a non-elective contribution of \$1,200 towards each unit member's 403b account, in accordance with any applicable law.

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.

13. Snow Days

During an adverse day, all managerial/confidential personnel are not expected to work during their usual hours except when required to so by their immediate supervisor(s).

In years when the District has not used more than 2 snow days and a change in the calendar is made to reflect a non-school day for the Friday before Memorial Day, members of the unit will also have this day as a paid holiday.

14. Use of Personal Car

Employees who are requested by their supervisor to use their own vehicle for transportation between buildings and for school business will be reimbursed for such use at the IRS established rate.

15. Work Schedules

The regular work day shall be 7 ½ hours not including a one-half hour unpaid duty free lunch period.

All twelve (12) month personnel working under this agreement may request to work a four day work week during the months of July and August, upon approval of their immediate supervisor. It is understood that this rescheduling will be at the option of the Superintendent of Schools and that no one will be required to work such a schedule.

16. Tuition Waiver

Employees residing outside the district may request to have dependents attend the Averill Park Central Schools on a tuition free basis. Members who have dependents attend the District tuition free are responsible for transportation to and from school, assume responsibility for having their children supervised until they can complete the work responsibilities, and that care of the dependent(s) does not interfere with after work duties. If the employee resides in a school district which has a tuition agreement with Averill Park, the tuition will be assumed by the home district.

17. Education and Training

a. Conferences

The Board of Education recognizes the benefits derived from attendance at educational conferences and employees are encouraged to request permission to attend such conferences. Within Board Policy and budget limitations, these requests will require prior approval of the Superintendent and will be without loss of pay to the employee.

b. In-Service Training

The Board of Education recognizes the value of in-service training. Within budget and work schedule limitations, in-service training will be offered to employees

c. Undergraduate/Graduate College Courses

A one hundred fifty dollar (\$150) 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.

d. In-Service Credit

A one hundred fifty dollar (\$150) one-time payment for each in-service credit 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.

18. Grievance Procedures

The following procedure has been developed to ensure that grievances which employees covered under this Agreement may wish to express about their conditions of service or any other matter relating to their employment are dealt with as fairly, efficiently and speedily as possible. All employees have the right to place a grievance without fear of retaliation or discrimination.

Stage I – Informal

- a. An employee with a grievance should first discuss it with his immediate supervisor within thirty (30) days of the act or condition on which the grievance is based.
- b. Any of these conversations or discussions with the supervisor must be clearly identified as such by the grievant.
- 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 that are allegedly to have been violated.

- d. Within ten (10) working days after the grievance is presented in writing, the immediate Supervisor, without further consultation, will render to the aggrieved party the decision, in writing.

Stage II – Superintendent of Schools

- a. If the employee is not satisfied with the decision at Stage I, and wishes to pursue the matter further, the employee shall, within ten (10) working days of the receipt of the written Stage I 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 if the aggrieved party wishes, another member of the unit.
- c. The Superintendent or the designee shall render a written decision to the aggrieved party within ten (10) working days of the conclusion of the hearing(s).

Stage III – Board of Education

- a. If the employee is not satisfied with the written decision at Stage II, the employee shall, within ten (10) working days of the receipt of said decision, file an appeal, in writing, to 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(s), the Board of Education shall render a decision, in writing, to the employee.

The time limits under this procedure shall be strictly construed. If the grievant 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. These time limits may be waived by mutual written agreement.

**MEMORANDUM OF AGREEMENT
BY AND BETWEEN
THE AVERILL PARK CENTRAL SCHOOL DISTRICT
AND
THE AVERILL PARK NON-INSTRUCTIONAL SUPERVISORS, MANAGERIAL-
CONFIDENTIAL PERSONNEL AND DISTRICT TREASUER**

The Averill Park Central School District (“District”) and the Supervisor, Managerial-Confidential Personnel, and School District Treasurer group (“M/C Group”) hereby agree to the following changes to the July 1, 2016 to June 30, 2021 agreement between the School District and the M/C Group (“Agreement”). The terms of this Memorandum of Agreement shall supersede all prior agreements and understandings. Any Articles, sections, or portions of the 2016-2021 Agreement not discussed herein shall continue and be incorporated into the successor without change. This Memorandum is subject to approval by the Board of Education of the District.

1. The duration of the agreement shall be amended to provide for the term of July 1, 2022 until June 30, 2025.
2. Section 5(b) of the Agreement shall be amended to provide for a salary increase of 3.00% effective July 1, 2022, of 3.00% effective July 1, 2023 and of 3.00% effective July 1, 2024 for employees in the Group.
3. Section 6 Holidays shall be amended to provide the Juneteenth holiday as a day off for employees in the Group if school is not in session as a result of the District’s observance of Juneteenth.
4. Section 7(a) shall be amended to provide a limit of up to five (5) days of unused vacation days to be paid by the employer if an employee in the Group is unable to use their vacation days due to unforeseen circumstances beyond their control.
5. Section 7(e) shall be amended to include siblings-in-law in the definition of immediate family.
6. Section 10 Dental/Vision Insurance shall be amended to reflect the 25% cost paid by the employee through payroll deductions.
7. Section 15 Work Schedules shall be amended to add language specifying that the work day is 7.5 hour not including a one-half hour unpaid duty free lunch period.

**MEMORANDUM OF AGREEMENT
BY AND BETWEEN
THE AVERILL PARK CENTRAL SCHOOL DISTRICT
AND
THE AVERILL PARK NON-INSTRUCTIONAL SUPERVISORS, MANAGERIAL-
CONFIDENTIAL PERSONNEL AND DISTRICT TREASURER**

WHEREAS, the Averill Park Central School District (“District”) and the Supervisor, Managerial- Confidential Personnel, and School District Treasurer group (“M/C Group”) are parties to an agreement for July 1, 2022 to June 30, 2025 (“Agreement”); and,

WHEREAS, the parties have discussed amending Section 6 of the holidays provision of the Agreement.

IT IS HEREBY AGREED THAT:

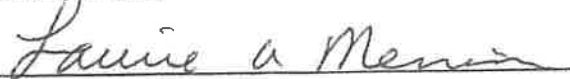
Section 6 Holidays shall have the final paragraph amended to state: “In addition, twelve (12) month employees will be given the last working day before Christmas and New Year’s Day off with pay, unless school is in session on that day, in which case they shall be given the first working day after Christmas or New Year’s Day. These days will not be included in the calculation of benefits credits for less than twelve (12) month employees.”

1. This amendment shall be effective upon execution of this Memorandum of Agreement.


For Managerial/Confidential:



Trisha Jansen



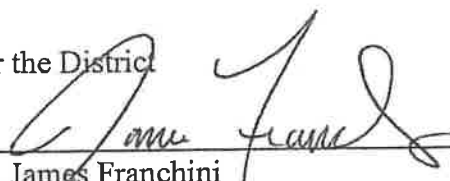
Laurie Merriman



Yvonne Phillips

Date: 1/31/23

For the District



Dr. James Franchini
Superintendent of Schools

Date: 1/31/23

