

Agreement

Between

*Chief School Administrator
of the
Skaneateles Central School District*

&

*C.S.E.A. INC.,
LOCAL 1000 AFSCME/AFL-CIO*



*Skaneateles Central School District Unit #7815-00
Onondaga County Educational Local 874*

July 1, 2021 - June 30, 2024

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ARTICLE I - RECOGNITION

Section 1 – Recognition

The Board of Education of the Skaneateles Central School District hereby recognizes the CSEA, INC, Local 1000 AFSCME, AFL/CIO, representing the Skaneateles School District Unit #7815-00 of the Onondaga County Educational Employees Local #874, as the exclusive representative for the purpose of collective negotiations and the settlement of grievances for all regularly employed non-instructional personnel **except** Clerk of the Board of Education; School District Treasurer; Internal Auditor; School Physician; School Attorney; Secretary (Stenographer II) to the Superintendent; Account Clerk (Confidential); Cafeteria Supervisor; Supervisor of Buildings and Grounds and Supervisor of Transportation; Athletic Coordinator; School Information Officer; Occupational Therapist; Physical Therapist; Athletic Trainer; and Teacher Assistants. Also excluded from this recognition are all casual, temporary, and substitute personnel and administrative and instructional personnel employed by the District.

Either party may act to modify the recognition in any manner permitted by law.

Section 2

In extending recognition to the CSEA, INC, Local 1000 AFSCME, AFL/CIO, Skaneateles Central School District Unit #7815-00 of the Onondaga County Educational Employees Local #874, that Unit affirms that it does not assert the right to strike against any government, to assist or participate in such strikes, or to pose an obligation to conduct, assist, or participate in such a strike.

ARTICLE II - MANAGEMENT RIGHTS

Section 1 – Management Rights

The School District retains the sole right to manage its business and services and to direct the working force, including the right to decide the number and location of its business and service operations, the business and service operations to be conducted and rendered, and the methods, processes and means used in operating its business and services, and the control of the buildings, real estate, materials, parts, tools, machinery and all equipment which may be used in the operation of its business or in supplying its services; to determine the numbers and duties of employees; to maintain order and efficiency in all its departments and operations, including the sole right to discipline, suspend and discharge employees, to hire, layoff, assign, transfer, promote and determine the qualifications of employees; to determine the starting and quitting time and the number of hours to be worked, subject to such regulations governing the exercise of these rights as are expressly provided by law, and further subject to the provisions of this Agreement. The School District reserves the right to reduce the work force at any time as conditions demand.

Before the Skaneateles Central School District assigns work, which has been performed by bargaining unit members, to persons other than the District's own employees, the District will meet with the Union to discuss the decision prior to any formal decision by the Board of Education. The District will negotiate the subsequent impact of the decision.

Section 2 – District Rights, Powers, & Authority

It is the intention of the parties that except for the provisions of this Agreement all of the rights, powers, and authority that the District had prior to the signing of this Agreement are retained by the District and that with the exception of specific provisions of this Agreement the District shall have unrestricted right to manage its affairs. This Agreement constitutes the full and complete commitments of the School District to the Civil Service Employees Association.

In the exercise of such rights above, the Management of the District shall comply with the provisions of this Agreement. It is further agreed that the final decision of the District made by the Superintendent with respect to any of the items specified in this article shall not be further reviewable by the grievance procedure.

ARTICLE III - ASSOCIATION SECURITY

Section 1 – Dues Deduction

The District hereby agrees to deduct on a uniform basis from the pay of each employee covered by this Agreement an amount of money in payment of dues in the Association, and any CSEA sponsored insurance premiums for those employees who have authorized such deductions by the District. The District further agrees to transmit said deductions to the Civil Service Employees Association, Inc., Capitol Station, 143 Washington Avenue, Albany, New York 12210 once each month. Dues shall be deducted in twenty (20) pay periods.

Section 2 – Membership Information

The District will provide the Association's Unit President annually with a list of names and addresses of all employees within the bargaining unit as of October 1, of each calendar year with designation as to who has authorized the District to deduct union dues in the Association.

Section 3 – Association Business

The District agrees that the CSEA Unit Officers shall be permitted to split forty hours total per fiscal year to investigate and process grievances; to have access to employees during working hours, and to explain CSEA membership, services and programs without loss of pay or benefits. The District shall incur no costs for substitutes for these activities.

The District agrees, within thirty (30) days to provide notice to CSEA of a new employee, whether being first employed, reemployed, promoted, or transferred. The District further agrees to allow the new employee and one CSEA representative, including appointed members of the CSEA Membership Committee, a reasonable amount of time to meet during his or her work time without charge to leave credits. Reasonable time for purposes of this memorandum shall mean twenty minutes of meeting time plus up to ten minutes of travel time each way. The Union agrees to notify the District of appointed members of the CSEA Membership Committee. The Union agrees CSEA representatives and new employees will utilize their normal process to request time off during their work time for new employee meetings.

The Association Labor Relations Specialist shall have the right to visit employees on the job as long as he secures prior approval from the Building Principal and/or Supervisor. The employee visited recognizes his responsibility to complete his daily work assignment. All Association business by employees will be conducted outside the employee's regularly assigned working day, except as approved by the Superintendent or designee. Such approval will not be unreasonably withheld.

If in the opinion of the Superintendent or his representatives, the Association Labor Relations Specialist abuses his visiting privileges, this permission can be withdrawn.

Section 4 – Use of Facilities

The Association shall have the privilege to use the school facilities for their meetings in the manner prescribed by the Board of Education as long as they receive approval in advance.

Section 5 – Bulletin Board Use

The Association shall have the privilege of reasonable use of the school bulletin board in each building for posting of information as long as said information is not controversial.

Section 6 - Labor Management

The District and CSEA will meet every other month to discuss District or Union issues. An agenda will be developed for each meeting.

ARTICLE IV - PROBATIONARY PERIOD

All new employees covered by this Agreement shall be on a probationary period in accordance with the Civil Service Rules and Regulations.

- A. The probationary period for new employees (whether competitive, non-competitive or labor class) shall be for a period of not less than eight (8) nor more than fifty-two (52) weeks.
- B. The probationary period for employees who are promoted under Civil Service criteria shall be for a period of not less than eight (8) weeks or more than twenty-six (26) weeks.

ARTICLE V - DISCHARGE OR SUSPENSION HEARING

Section 1 – Process for Non-Competitive or Labor Class Employees

Any dispute with respect to the discharge or suspension of a non-competitive or labor class civil service employee who has achieved permanent status and who is not eligible for a hearing pursuant to Section 75 of the Civil Service Law, may be processed in accordance with the procedures contained herein.

Section 2 – Discharge or Suspension

Within five (5) business days of the recommendation of the Superintendent of Schools to the Board of Education to discharge or suspend an employee, who is eligible as provided in section one, the employee may appeal in writing to the Board of Education for a hearing. The Board of Education shall hold a hearing within fifteen (15) business days of the receipt of the appeal. The employee may be represented at the hearing by a person or persons of his/her own choice. The Board of Education shall render its decision within fifteen (15) business days after the close of the hearing.

Section 3 – Suspension

The District reserves the right to suspend an employee with or without pay pending a final decision of the Board of Education.

Section 4

The provisions of this article shall not be subject in any way to the Grievance Procedure.

ARTICLE VI - GRIEVANCE PROCEDURE

Section 1 - Definitions

Grievance - shall mean a complaint by an employee or group of employees in the negotiating unit that there has been a violation of the provisions of this Agreement or dispute with respect to its meaning or application.

Section 2 - Basic Principles

1. It is the intent of these procedures to provide for the orderly settlement of differences in a fair and equitable manner. The settlement of the grievance at the earliest possible stage is encouraged.
2. An employee shall have the right to present grievances in accordance with these procedures free from coercion, interference, restraint, discrimination, or reprisal.
3. An employee shall have the right to be represented at any stage of the procedures by a person or persons of his own choice. The aggrieved employee shall be present at all stages of the grievance procedure.
4. Each party to a grievance shall have access at reasonable times to all written statements and records pertaining to such case.
5. All hearings shall be confidential.
6. The number of days provided for the presentation and processing of grievances in each step of the grievance procedure establishes the maximum time limits and any grievance not presented within the time limits provided at each respective step of the grievance procedure shall be deemed withdrawn, provided however, the time limits set forth herein may be extended by mutual agreement between the Board of Education, or its representatives, and the aggrieved employee and/or the President of the Unit or his designee.
7. Employees shall not leave their duty stations to discuss or process grievances unless they have requested and received permission to do so from the building principal or supervisor.
8. It shall be the responsibility of the chief administrator of the District to take steps as may be necessary to give force and effect to these procedures. Each administrator shall have the responsibility to consider promptly each grievance presented to him and make a determination within the authority delegated to him within the time specified in these procedures. Failure of an administrator to respond within the appropriate time limits shall move the grievance to the next stage.
9. All grievances shall include the name and position of the aggrieved party, the identity of the provision of this Agreement involved in the said grievance, the time when and the place where the alleged events or conditions constituting the grievance existed, the identity of the party responsible for causing the said events or conditions, if known to the aggrieved party, and a general statement of the nature of the grievance and the redress sought by the aggrieved party.
10. The function of these procedures is to assure equitable and proper treatment under the existing laws, rules and regulations having the force and effect of law, which relate to or affect an employee in the performance of his assignment. They are not designed to be used for changing such rules or establishing new ones.

Section 3 - Procedures

Stage 1 - Immediate Supervisor

The aggrieved employee shall orally present his grievance to his immediate supervisor who shall orally and informally discuss the grievance with the aggrieved employee. The immediate supervisor shall render his determination to the aggrieved employee within two (2) business days after the grievance has been presented to him. A grievance must be submitted at this stage within ten (10) business days of the date of the occurrence of the event over which the grievance is made. If the grievance is not resolved informally within two (2) business days, the grievance shall be reduced to writing.

The supervisor shall then respond to the grievance in writing within five (5) business days. The grievance shall be deemed waived unless it has been submitted within the time limit. The aggrieved employee may proceed to the second stage.

Stage 2 - Chief School Administrator or His Designee

- A. Within five (5) business days after a determination has been made at the preceding stage, the aggrieved employee may make a request in writing to the chief administrator for review and determination.
- B. The chief administrator shall immediately notify the aggrieved employee's immediate supervisor and any other person previously rendering a determination in the case to inform him within five (5) business days setting forth the specific nature of the grievance, the facts relating thereto, and the determination previously rendered.
- C. Within ten (10) business days of receiving the information the Superintendent or his designee shall hold a hearing.
- D. The decision of the chief school administrator shall be made within ten (10) business days after the close of a hearing.

Stage 3 - Advisory Arbitration

If the grievance is not adjusted satisfactorily at Stage 2, the aggrieved employee may submit the grievance to advisory arbitration by submitting a written notice to the chief school administrator within ten (10) business days of the Stage 2 determination.

If the parties are unable to agree upon an Arbitrator within ten (10) days after written notice of submission to advisory arbitration, a request for a list of Arbitrators may be made to the Public Employment Relations Board, (PERB). The parties will then be bound by the rules and procedures of the PERB in the selection of an Arbitrator. If no request for a list of Arbitrators is made within fifteen (15) days of the written notice of submission to arbitration, the grievance shall be deemed withdrawn.

1. The Arbitrator's Award shall set forth his findings of fact, reasons and conclusions of law on only that issue submitted for determination.
2. The Arbitrator shall have no power to alter, modify, add to, or subtract from the provisions of this Agreement.
3. The Arbitrator's Award shall not be contrary to or extend any provision of law, Regulation of the Commissioner of Education, or Rule of the Board of Regents, or any other rule or regulation having the force and effect of law.

4. No Arbitrator shall decide more than one grievance on the same hearing or series of hearings except by mutual agreement between the parties. The Arbitrator's remedy shall extend only to the employee(s) who is a party to the grievance.
5. The Arbitrator shall have no power to imply any obligations unless such are specifically and expressly set forth in the Agreement.
6. The decision of the Arbitrator shall be advisory.
7. The fees and expenses of the Arbitrator, and the costs of the hearing room, shall be borne equally by the parties. All other expenses shall be borne by the party incurring them. Neither party shall be responsible for the other party's costs nor of the expenses of witnesses or participants called by the other.

Stage 4 - Board of Education

The aggrieved employee may, within ten (10) business days of the recommendation submitted by the Arbitrator, make a written request to the Board of Education for review and determination. All written statements and records of the case shall be submitted to the President of the Board of Education by the Superintendent of Schools. The Board of Education shall hold a hearing to obtain further information regarding the case. The Board of Education shall render a decision within fifteen (15) business days after receiving the request and written statements and records for review or within fifteen (15) business days of the hearing. The decision of the Board of Education shall be final and binding.

ARTICLE VII - LEAVES WITH PAY

Section 1 - Sick Leave

Sick leave will be granted to all employees for personal illness and physical disability. Each employee will earn one (1) working day per month for each calendar month worked; said leave shall have no limit. Earned cumulative leave that reaches 200 days and is thereafter reduced through used leave shall accumulate at the rate of one (1) day per calendar month of continuous service completed thereafter until the maximum of 200 days is again attained. Additional leave of this type shall accrue only for services completed after the cumulative total has been reduced below 200 days. Personnel on authorized leave of absence will, upon their return to their regular duties, retain their credit for any leave accumulated prior to the beginning date of said leave. No leave shall be credited at any time or in any manner for the period of said leave of absence.

For absences resulting from personal illness extending beyond the accrued sick leave, employees will be allowed special, additional sick leave under the following conditions:

1. It shall be non-cumulative.
2. It shall carry salary credit that will be the difference between the employee's regular, current salary and the salary paid to a replacement during the period of credited absence.
3. It shall be granted on the basis of one day of special additional sick leave for each day of accrued, regular sick leave on record as of July 1 in any given year, subject to the further conditions:
 - a. It shall not exceed fifteen (15) days for any employee in any year.
 - b. It shall not, in combination with regularly accrued sick leave, result in more than a total of ninety (90) days of paid sick leave for any employee in any year.

4. It shall be granted only for absences validated by a doctor's certificate that the employee was ill and unable to perform his usual, required duties.

Section 2 - Sick Day Bank

A Sick Day Bank will be established in this School District under the following conditions:

1. All contributions will be voluntary.
2. Any employee in the negotiating unit is eligible to participate in the sick day bank providing that the employee has completed one (1) full year of active service.
3. The sick day bank may only be used for serious long-term illness or long-term injury. Serious long-term illness or long-term injury shall be defined as a period during which a person possesses or is recuperating from a prolonged serious illness or long-term injury that prevents the person from performing the essential functions of his or her position for a period of at least thirty (30) consecutive work days.

The intent of the sick leave bank is to provide a safety net for those members who suffer a serious long-term illness or long-term injury. The sick leave bank is not intended to provide salary continuity for short-term illness or injury, nor is it intended to cover cosmetic or elective procedures.

4. Each eligible employee enrolling in the bank will donate one (1) day of his/her sick leave to the bank each year until there is a maximum of 300 days. No more days will be added, except by new membership, until the bank is depleted to 150 days. "New Membership" shall mean employees newly employed in the District, as well as experienced employees in the District who have not chosen to contribute to the Sick Day Bank, but later choose to do so.
5. A person withdrawing from the bank will not be able to withdraw the contributed days.
6. The first thirty (30) consecutive work days of illness or disability will not be covered by the bank but must be covered by that person's own accumulated sick leave or absence without pay.
7. A person will not be able to withdraw days from the bank until his/her own sick leave is depleted.
8. A maximum of forty (40) days may be drawn by each individual member from the bank each year during the life of the Agreement.
9. A maximum of one hundred fifty (150) days each school year may be drawn by all individuals.
10. Persons withdrawing sick leave days from the bank will not have to replace these days except as a regular contributing member of the bank.
11. The Skaneateles C.S.E.A. will administer this bank and supervise its operation under the procedures to be mutually agreed upon in writing between the unit and the Board of Education.
12. By October 15 of each year, the names of contributing members to the Sick Day Bank will be given to the District Office.

Section 3 - Family Sick Leave

Employees within the negotiating unit may use up to fifteen (15) days each year for illness in the immediate family that requires the absence from work of the employees. The days will be deducted from the employee's personal illness allotment. Immediate family will be defined as father, mother, sister, brother, spouse/partner, child, or parents of spouse/partner.

Section 4 - Death in the Immediate Family

Five (5) working days for each death in the immediate family (father, mother, sister, brother, child, spouse/partner, or parents of spouse/partner).

Section 5 - Death of a Close Relative or In-Law

Two (2) working days for each death of a close relative or in-law (grandparent, grandchild, aunt, uncle, in-law).

Section 6 - Jury Duty

Leave of Absence shall be granted for required Jury Duty. The Board of Education shall pay to the employee an amount equal to the difference between the employee's daily salary and the daily jury fee paid by the Court (not including travel expenses) for each day of which the employee reports for and performs jury duty and on which he would otherwise have been scheduled to report to work.

Section 7 - Personal Leave

Requests for Personal Leave shall be made on special personal absence forms and shall be subject to prior approval by the Immediate Supervisor. If possible, the request shall be made at least one (1) week in advance of the proposed absence. Exceptions to the prior approval requirement shall be made where circumstances have made it impossible for the employee to become aware of the impending absence within the time limit specified.

Absence in excess of three (3) days shall be requested on Personal Leave forms and shall be accompanied by a letter explaining use made of three (3) days already taken. This request shall be evaluated individually by the Supervisor for approval as absence with leave, but compensation for Supervisory-approved absence with leave will be determined by the Superintendent on the basis of the merit of the individual case. Requests for this compensation must be filed on the day the employee returns to duty following the absence in question. Absence for personal leave shall not be deducted from accumulated sick leave.

Absence for Personal Leave shall be for a maximum of three (3) days for each school year, shall be non-cumulative, and shall be allowed without salary deductions for the following reasons:

1. Family, blood relatives of the employee and spouse/partner, and grandchild (e.g. - sickness, graduation, confirmation, ordination, other special school, college or church observances).
2. Business (e.g. - internal revenue, state income tax bureau, real estate, banking legal).
3. Funerals (outside of present allowable). This would cover the funeral of a neighbor or non-relative who is very close to the employee.

Two of the three (3) personal days per year shall be granted without specified reason, but with the explicit understanding that it shall not be used for extending a holiday period. Personal days, which have not been used by the end of the school year, shall be accumulated to the employee's sick leave.

Section 8 - Emergency Leave

A maximum of one (1) special leave day, in addition to those designated above, may be granted each year in order to meet emergency situations. Emergency situations are defined as non-health related issues and are situations that are unforeseen.

Section 9 - Other Leaves of Absences

Requests for Leaves of Absences shall be judged by the Board of Education on the basis of their individual merit. All requests for consideration of this type shall be in writing and the Board of Education shall decide the extent to which compensation will be granted for the period of the absence.

Section 10 - Absence Without Leave

Any absence from work for reasons other than those covered by the preceding paragraphs and which has not received prior Supervisory approval will be classified as "absence without leave." Absence without leave shall be sufficient cause to remove the employee from all Civil Service rights.

Section 11 - Reporting Absences

A Report of Absence and Salary Claim shall be filed on iVisions Portal as a matter of record by each employee for all absences in excess of one hour on any day.

As used herein, the term "Absence" refers to any situation in which the employee is not at work on the school premises during the stated period of the day for reasons other than assigned duties off the said school premises. This report:

- A. Must be filed with the respective Supervisor on the day the employee returns to duty. Failure to file this report will be sufficient reason to cancel any salary credit, which might otherwise be due the employee for the period of absence.
- B. Each employee who expects to be absent from duty must notify his Supervisor as early as possible. Failure of an employee to make the above mentioned notification at least one hour before the working day begins shall constitute a valid reason for canceling all claims to pay for that day unless a specific reason is given for the failure to make the said notification.

Section 12 - Physician's Certificate

Persons absent for more than five (5) consecutive school days for personal illness shall submit a Physician's Certificate to validate the absence and certify approval for the resumption of duties. The Physician's Certificate shall be attached to and made a part of the Report of Absence and Salary Claim unless this requirement cannot be met because of circumstances beyond the control of the employee. Circumstances of that type will warrant a temporary waiver of the requirement provided that an explanatory note, explaining the circumstances and indicating that the required certificate is forthcoming, is attached to and made a part of the Report of Absence and Salary Claim.

In cases where there is a history of repeated absence before or after a holiday, weekend, recess or a vacation period, the District may require proof of illness in the form of a Physician's Certificate from the unit member.

Section 13 - Pro-Ration Leave for Certain Part-Time Employees

Certain part time employees are eligible to use leave on a pro-rata basis. For example, an employee who works two (2) days per week on a regular basis throughout the work year is eligible to receive 2/5ths credit for sick leave, personal leave and for those paid holidays for which the employee is eligible.

ARTICLE VIII - LEAVES OF ABSENCE WITHOUT PAY

Leaves of absence may be granted for valid reasons at the discretion of the Board of Education for one year without pay.

ARTICLE IX - WAGES AND SALARIES

Section 1 - General Wage and Salary Information

Base salary/wages for these calculations will be the prior year's hourly rate, for the job title in which the employee presently serves. This calculation will not include any prior year's overtime, shift differential or any other supplemental or additional adjustments.

A. **2021-2022 School Year:** Each returning unit member shall receive an increase in his/her basic hourly rate or rate of pay of **3%** over the basic hourly rate or rate of pay for the **2020- 2021** school year.

2022-2023 School Year: Each returning unit member shall receive an increase in his/her basic hourly rate or rate of pay of **3%** over the basic hourly rate or rate of pay for the **2021- 2022** school year.

2023-2024 School Year: Each returning unit member shall receive an increase in his/her basic hourly rate or rate of pay of **3%** over the basic hourly rate or rate of pay for the **2022-2023** school year.

B. **Probationary and Job Rates: Salary Schedules**

Twelve (12) Month Employees

	21-22 (3%)	21-22	22-23 (3%)	22-23	23-24 (3%)	23-24
Title	Probationary Rate	Job Rate	Probationary Rate	Job Rate	Probationary Rate	Job Rate
Administrative Assistant	19.94	20.62	20.54	21.24	21.16	21.88
Audio Visual Aide	19.18	20.24	19.76	20.85	20.35	21.47
Typist I	14.88	15.74	15.33	16.22	15.79	16.70
Typist II	16.20	16.74	16.69	17.24	17.19	17.76
Custodial Worker I	14.09	14.84	14.51	15.29	14.95	15.75
Driver/Messenger	13.39	14.62	13.79	15.05	14.21	15.51
Groundskeeper	15.39	16.24	15.86	16.73	16.34	17.23
Maintenance Worker I	21.28	22.46	21.92	23.14	22.58	23.83
Maintenance Mechanic	24.14	25.48	24.87	26.25	25.61	27.03
Labor Crew Leader	25.89	27.32	26.67	28.14	27.47	28.98

*The Job Rate will be paid per hour after completion of six (6) months of actual work time.
 ** Should minimum wage exceed the job rate listed, the District will negotiate with the bargaining unit.
 ***If an employee is promoted to another position, the employee would receive the job rate or a 5% increase in their current salary, whichever is higher.

Ten (10) Month Employees

	21-22 (3%)	21-22	22-23 (3%)	22-23	23-24 (3%)	23-24
Title	Probationary Rate	Job Rate	Probationary Rate	Job Rate	Probationary Rate	Job Rate
Bus Attendant	13.39	14.62	13.79	15.05	14.21	15.51
School Nurse	32.68	34.49	33.66	35.53	34.67	36.60
Teacher Aide	13.39	14.62	13.79	15.05	14.21	15.51

*The Job Rate will be paid per hour after completion of six (6) months of actual work time.
 ** Should minimum wage exceed the job rate listed, the District will negotiate with the bargaining unit.
 ***If an employee is promoted to another position, the employee would receive the job rate or a 5% increase in their current salary, whichever is higher.

Section 2 - Nurses

- A. Nurses will report on all days that the teachers are required to report. Nurses are not required to report to work on an emergency school closing/snow day and will be paid for the day.
- B. Nurses will attend all school open houses.
- C. Nurses will receive pay, at their hourly rate for work performed after graduation day and up to Labor Day.
- D. Nurses' annual salary will be paid equally over 20 pay periods or, at the employee's request, 21 pay periods.
- E. Basic salaries do not include payments for overtime, shift differential, or any other special payment.
- F. The District agrees to reimburse each nurse for renewal of her/his license to practice in NY State upon producing proof of payment of same.

Section 3 - Additional Payments & Stipends

- A. The District will pay the Custodial Worker I who has been appointed to coordinate the school day work at State Street School, Waterman School, the Middle School and the High School an additional payment of \$515 (21-22 school year), \$530 (22-23 school year) and \$546 (23-24 school year).
- B. Maintenance Mechanics, Custodial Worker II, and Groundskeeper each shall be granted a \$515 (21-22 school year), \$530 (22-23 school year) and \$546 (23-24 school year) stipend annually for being available to respond to emergency situations at school. These individuals will be reimbursed for actual hours worked, as per other sections of the contract, i.e.: overtime. This stipend will be an annual stipend and not rolled into the base salary.
- C. The District will pay a stipend for a unit employee who is assigned by the District as the certified pesticide applicator in the amount of \$1030 (21-22 school year), \$1061 (22-23 school year) and \$1093 (23-24 school year) . The District shall also reimburse the assigned unit member for renewal of his NYS pesticide application license upon his/her proof of payment.

- D. The member of the negotiating unit who has been appointed to act as the extra-curricular treasurer for extra duty activities at the Middle School shall receive an additional payment of \$1199 (21-22 school year), \$1235 (22-23 school year) and \$1272 (23-24 school year), and at the High School shall receive an additional payment of \$2132 (21-22 school year), \$2196 (22-23 school year) and \$2262 (23-24 school year) per year. The member of the negotiating unit who has been appointed to act as the substitute teacher caller for all school buildings shall receive an additional payment of \$4328 (21-22 school year), \$4458 (22-23 school year) and \$4592 (23-24 school year) per year. This payment may be split between two individuals. The substitute teacher caller does not have to be a member of the negotiating unit.
- E. The District will pay a \$515 (21-22 school year), \$530 (22-23 school year) and \$546 (23-24 school year) stipend for the Waterman Primary Building Secretary assigned the duties of kindergarten registration.
- F. The District will pay a stipend for the assigned Class A/B Operator of Underground Storage Systems in the amount of \$1287 (\$257 for on-call and \$1030 for license). \$1326 (\$265 for on-call and \$1061 for license). \$1366 (\$273 for on-call and \$1093 for license).

Section 4 - Overtime

The District will pay time and one-half for all hours worked in excess of forty (40) hours per week. Overtime will be distributed equitably among volunteers to the extent practicable.

Section 5 - Holiday & Non-Work Day Pay

Any employee who works on a holiday or paid non-work day shall receive pay at the rate of double time.

Section 6 - Paid Leave Time & Overtime

Any paid leave time will be considered as time worked for computing over-time.

Section 7 - Medical Examinations

Non-instructional personnel may be required to have medical examinations at the time of employment and, on a voluntary basis beginning on and after July 1, 2009, may file a progress report on the intervening years to indicate any health change. Additional tests may be required annually for all other employees as required by regulation or law. The District shall assume the cost for these tests.

If employees are required to have physical examinations, the District shall assume the full cost, providing the employee has the examination performed by any school physician designated by the District.

Section 8 - College Tuition, College Credit, Vocational Course Work & Nurses

A. College Tuition

- 1. The District will pay tuition for job related courses at Cayuga County Community College and other accredited schools. Tuition shall be paid for job related courses not to exceed three (3) credit hours per semester. Employees must present verification from instructor or college that the coursework was completed. Tuition will be paid upon satisfactory completion of the course by meeting the minimum passing requirements of the course at the institution at which it was earned. All courses are subject to prior approval of the Superintendent or his designee.

2. As an option to Section 8, A.1., with the advance approval of the Superintendent, the District would pay for college credit earned after July 1, 1997 in the following manner: Upon presenting the District with proof of the successful completion of a block of 6 hours of college credit, the District agrees to provide additional compensation in the amount of \$250.

B. Vocational Course Work

If a full-time unit employee desires to take a course of study in a vocational field within his/her area of appointment, the District will consider approving the tuition costs associated with such course of study in accordance with the following conditions:

1. The employee must seek advance approval for this course of study from the Superintendent or designee by a written application that should include:
2. The course of study must be a time outside of the regular working hours assigned to the employee.
3. The decision of the superintendent to approve or deny the request for a paid course is final and is not subject to the grievance procedure. Should the Superintendent approve the course of study, the additional cost of such course of study must be approved by the Board of Education.
4. If the request meets all approvals, the cost of the tuition will be paid upon satisfactory completion of the course by meeting the minimum passing requirements of the course at the institution at which it was taken.

C. Registered Nurses

The District agrees to pay for the cost of CPR certification as far as books and the cost of the card and any tuition costs are concerned and each registered nurse in the unit agrees to remain CPR certified as long as each one is employed by the District.

Section 9 - Uniforms

- A. The District will provide coveralls to the labor crew leader, groundskeepers, maintenance workers and maintenance mechanics.
- B. The District agrees to replace these as they wear out and replacement is needed.
- C. Each school year, the District will provide sets of uniform shirts, sweatshirts and/or pants at a cost not to exceed \$150 per employee and agrees to replace these as they wear out and replacement is needed.
- D. Employees who have a sufficient number of uniforms shirts, sweatshirts and pants may use a portion of their uniform allowance to purchase one (1) pair of "safety" shoes or snow boots per year. Employees who elect to purchase one (1) pair of safety shoes or snow boots shall be reimbursed up to the difference in their uniform allowance and the cost of the safety shoe or snow boot. Custodians assigned to clearing snow and ice, salting, cutting grass, or clearing leaves shall be eligible for the purchase of safety shoes or snow boots up to \$180. Maintenance workers and maintenance mechanics are eligible to purchase one (1) pair of safety shoes or snow boots for a maximum cost of \$180. The labor crew leader and groundkeepers are eligible to purchase two (2) pairs of safety shoes or snow boots for a maximum cost of \$360. Socks and/or inserts can be purchased if safety shoes or snow boots do not reach the maximum cost allotted for each employee. If purchases are not made on the school account, reimbursement will occur through accounts payable during the next cycle of payments.

- E. The District will provide a winter coat to custodians, labor crew leader, groundskeepers, maintenance workers and maintenance mechanics assigned to clearing sidewalks of snow and ice.

Section 10 - Third Shift

The District agrees to provide a shift differential of \$.52 per hour (21-22 school year), \$.53 per hour (22-23 school year), \$.55 per hour (23-24 school year) including paid lunch, for employees assigned to the third shift.

Section 11 - Ten (10) Month Employees Pay Checks

Ten (10) month employees will choose to receive 20 or 21 paychecks by notice to the District Office by July 1st of each work year.

Section 12 – Payroll Checks

Effective July 1, 2012, all unit members will be paid semi-monthly (twice a month) on the 15th and 30th day of each month, or on the last business day of the month in February or if the 30th falls on a holiday or weekend day.

Section 13 – Project Work

If there exists a need for Project Work, the District will post a notice on the bulletin board in each building, or will be emailed to all employees. The notice will include a description of the deliverable task being requested and the time allotted by the District to complete the task, and a District Project Work contact. Employees may volunteer, in writing, to the contact to perform the project work should the employee have the skillset of the task being requested. The District shall select the employee from a list of volunteers to perform the project work. Employees who are selected to perform project work will be paid their appropriate straight time or overtime based on the employee's hours worked and in accordance with Section 4 of this Article.

Section 14 – Longevity

The District agrees to pay a longevity premium of \$500 to all employees who work 20 hours or more and who have completed 10 years of service to the District and an additional \$500 to all employees who have completed 20 years of service to the District. This amount will be added to the employee's base salary and will begin the July after the member's 10-year anniversary and 20-year anniversary*. Employees that are paid hourly, will be paid in two installments – once in January and once in June (in the school year following the employee's anniversary date).

The District agrees to pay a longevity premium of \$250 to all employees working less than 20 hours who have completed 10 years of service to the District and an additional \$250 to all employees who have completed 20 years of service to the District. This amount will be added to the employee's base salary and will begin the July after the member's 10-year anniversary and 20-year anniversary*. Employees that are paid hourly, will be paid in two installments – once in January and once in June (in the school year following the employee's anniversary date).

*In the first year of receiving a longevity payment, the longevity premium will be added to the base salary after any salary increase is given. After that, the longevity payment becomes part of the base salary and will receive the contracted salary increase on the entire amount.

ARTICLE X - WORKING HOURS

Section 1 - Normal Work Week

The normal work week shall be Monday through Friday.

Section 2 - Period of Employment

Positions are classified as follows:

Area	Normal Work Year	Normal Work Hours Per Week
Custodial	12 Month	40
Office	12 Month	38 ¼ (while school is in session)

Starting with July 1, 1991, twelve (12) month office employees in the bargaining unit will normally work on an 11.5 month basis and normally work 38.75 hours per week.

Effective July 1, 2017, all clerical employees (Typist I, Typist II, and Administrative Assistant) will work two hundred and fifty (250) days with ten (10) days off during the summer when school is not in session. The ten (10) days off during summer when school is not in session are in addition to any earned vacation leave. Should a need exist for additional days of work based upon the clerical employees' workload, their Administrator may direct employees, with one (1) month notice, to work up to ten (10) paid days at the employees' current per diem rate. These employees will be treated in all other respects as twelve (12) month employees, including vacations, holidays, and appropriate leaves.

Section 3 - Hours When School Is Not In Session

Clerical Staff: On all days when school is not in session the working day shall be 7:30 a.m. – 3:00 p.m. with thirty (30) minutes for lunch.

Section 4 – Custodial/Maintenance Staff

Custodial/Maintenance Staff: The current day shift is from 7:00 a.m. to 3:30 p.m., with a thirty (30) minute unpaid lunch break. The District may schedule employees to report for duty at staggered starting and ending times. If there is a change in the hours of work, the individual employee affected will receive at least two (2) weeks advance notice, except in an emergency situation.

Section 5 - Emergency School Closings

For ten (10) month employees:

Teacher Aides and Bus Attendants are not required to report to work on emergency closing days. However, on the first emergency closing day, Teacher Aides and Bus Attendants will be paid as if they had worked their regularly scheduled work day. On the second emergency closing day and thereafter, Teacher Aides and Bus Attendants will not report to work and will not be paid.

For twelve (12) month employees, the same rules for reporting to work apply on days when school is closed for emergency conditions as apply on regular working days with the following exceptions:

On the first two emergency closing days, Custodians are expected to report for one (1) half day of work and will be paid as if they had worked a full day on each of those first two emergency closing days.

On the third emergency closing day and thereafter, the custodians are expected to report for a full day of work and will be paid for such.

Typist I, Typist II, Administrative Assistants, Audio Visual Technician, and Driver/Messenger positions will not be expected to report to work on the first emergency school closing day of the school year and will be paid for the day as if they had worked their regularly scheduled work day. On the second emergency closing day and thereafter, Typists I, Typists II, Administrative Assistants, Audio Visual Technician, and Driver/Messenger positions are expected to report for a full day of work and will be paid for such.

Essential Maintenance and Grounds staff (Groundskeeper, Labor Crew Leader, Maintenance Mechanic, Maintenance Worker I, and Maintenance Worker II) will be required to work in the event of an emergency school closing. On the first emergency school closing day, the Essential Maintenance and Grounds staff will receive one (1) floating holiday for the emergency school closing day worked.

In the event that school is closed for all students and for all 12-month staff, Essential Maintenance and Grounds staff who work on such day will receive one (1) additional floating holiday for the emergency closing day. The Essential Maintenance and Grounds staff shall not receive more than a cumulative total of three (3) floating holidays per year. The floating holiday(s) must be used by June 30th of that same school year.

Section 6 - Assignments

The Board of Education and the administration reserve the right to make assignments, reduce or increase the hours of work and otherwise take appropriate action to enable the District to operate efficiently and effectively.

Section 7 - Work by Ten (10) Month Employees on Superintendent's Conference Day(s) and/or Professional Development Days

The District will attempt to coordinate the times of professional development for members of the negotiating unit with professional development for faculty members.

The District recognizes that there are times when Teacher Aides may benefit from faculty professional development and the District will attempt to coordinate these programs. When the District schedules such professional development work, the Teacher Aides may be required to come to work as directed and will be paid for the time so worked.

The Teacher Aides will be required to work up to (4) Superintendent conference days per school year and will be paid for the time so worked. The District agrees to provide training during all of the designated Superintendent conference days for Teacher Aides. Such training will be job description and task specific with the goal in improving services to students.

Ten (10) month employees will be notified by August 1st, in writing, regarding the Superintendent's days and professional development days.

ARTICLE XI - HOLIDAYS

Section 1 – Paid Holidays

The District agrees that there shall be thirteen (13) paid holidays and/or paid non-work days for all full-time twelve (12) month employees.

It is expected that the following days will be paid holidays or non-work days:

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

In addition, there shall be two (2) paid floating holidays to be designated on dates chosen by the District. The actual days may be altered at the discretion of the Board of Education. The Union will be consulted prior to any alteration becoming final.

Section 2 – Holidays Non-Twelve (12) Month Employees

Employees who work less than twelve (12) months per year shall, effective July 1, 1991, have four (4) holidays with pay, to be: Thanksgiving, Christmas Day, New Year's Day, and one (1) day to be assigned by the District.

Employees who work less than twelve (12) months per year shall, effective July 1, 2000, have five (5) holidays with pay, to be: Thanksgiving, Christmas Day, New Year's Day, Memorial Day, and one (1) day to be assigned by the District.

Employees who work less than twelve (12) months per year shall, effective July 1, 2001, have six (6) holidays with pay, to be: Columbus Day, Thanksgiving, Christmas Day, New Year's Day, Memorial Day, and one (1) day to be assigned by the District.

Employees who work less than twelve (12) months per year shall, effective July 1, 2004, have seven (7) holidays with pay, to be: Columbus Day, Veterans' Day, Thanksgiving, Christmas Day, New Year's Day, Memorial Day, and one (1) day to be assigned by the District.

Employees who work less than twelve (12) months per year shall, effective July 1, 2005, have eight (8) holidays with pay, to be: Columbus Day, Veterans' Day, Thanksgiving, Christmas Day, New Year's Day, President's Day, Memorial Day, and one (1) day to be assigned by the District.

Employees who work less than twelve (12) months per year shall, effective July 1, 2007, have nine (9) holidays with pay, to be: Columbus Day, Veterans' Day, Thanksgiving, Christmas Day, New Year's Day, Martin Luther King, Jr. Day, President's Day, Memorial Day, and one (1) day to be assigned by the District.

Employees who work less than twelve (12) months per year shall, effective July 1, 2021, have ten (10) holidays with pay, to be: Columbus Day, Veterans' Day, Thanksgiving, Christmas Day, New Year's Day, Martin Luther King, Jr. Day, President's Day, Memorial Day, Juneteenth and one (1) day to be assigned by the District.

ARTICLE XII - VACATION

Section 1 – Twelve (12) Month Employees

For Full-Time Twelve (12) Month Employees – Office, Driver/Messenger, Custodial, Grounds and Maintenance

1. Two (2) weeks per year at the completion of each of the first five full school fiscal years of employment.
2. At the end of the:
 - 6th full school year - 12 days
 - 7th full school year - 13 days
 - 8th full school year - 14 days
 - 9th full school year - 15 days
 - 10th full school year - 16 days
 - 11th full school year - 17 days
 - 12th full school year - 18 days
 - 13th full school year - 19 days
 - 14th full school year - 20 days
3. Vacation accruing during the first school year of employment; for example, a person hired on or before January 15th, would be credited with 6 months service in that school year and would receive five days' vacation after June 30th (at the end of that school year of employment).

Section 2 – Vacation Requests

All requests for vacation leave must be in writing prior to the time at which vacation is to be taken. All requests for vacation leave of five (5) or more workdays must be submitted at least two weeks prior to the requested vacation leave. Requests for vacation time must be submitted at least two (2) business days prior to the actual vacation. The two (2) business day requirement may be waived by administration on a case by case basis, without prejudice.

Section 3 – Vacation Carryover

A maximum of five (5) unused vacation days may be carried into the following school year. This will start with the 2020-2021 school year to be carried over to the 2021-2022 school year.

ARTICLE XIII - POSTINGS

When a vacancy in the negotiating unit occurs, the District shall post and advertise the position in a conspicuous place in the District for a period of seven (7) days so that each employee may have an opportunity to apply for the position. The vacancy shall state job title, location of work, shift, and salary.

ARTICLE XIV - LAYOFF AND RECALL

Section 1 - Layoff

All layoffs, reduction in force, job abolishment and recalls (except those employees with Civil Service competitive classifications) shall be according to classification and seniority. The least senior employee in the affected classification shall be the first to be laid off. Employees to be laid off may replace other employees in

another classification providing they are qualified. Employees with Civil Service competitive classifications shall be laid off and recalled in accordance with the applicable provisions of the Civil Service Law. Recalls shall be in reverse order to layoff.

Section 2- Recall

Employees who are recalled from layoff shall be recalled in reverse order of layoff.

Section 3 - Rights

Employment rights of an employee who has been laid off shall terminate after two years. The employee will have no further rights.

Section 4 – Benefits Upon Work Restoration

Recalled employees who have been laid off for less than two (2) years shall have benefits which have accrued up to the time of layoff restored.

ARTICLE XV - SENIORITY PREFERENCE FOR NON-COMPETITIVE AND LABOR CLASS POSITIONS

Section 1 – Filling Vacancies

In filling vacant positions, the Board of Education will recognize seniority preference on a departmental basis and will adhere to it insofar as possible and with due preference for the best interests and welfare of the pupils and the School District. Vacancies shall be defined as a newly created position, or when a position is open due to a resignation, retirement, death or dismissal.

The departments included in the negotiating unit shall include the following:

1. Custodial
2. Aides
3. Office Personnel
4. Nurses

Section 2 – Seniority

Seniority shall accrue from the date of regular employment for each employee. For the purpose of Section 7, seniority begins with the date of appointment to a position within a department and ceases upon the date an employee vacates the position.

In the event that an employee experiences an involuntary reduction in hours to less than full time, the employee shall retain his/her seniority. In the case where an employee requests a reduction to less than full time, seniority shall be reduced by the amount of full-time seniority.

Section 3 - Vacancies

If there exists a vacancy in the negotiating unit that the District desires to fill, a vacancy announcement shall be posted on the bulletin board.

If such a vacancy occurs during the summer recess, the vacancy announcement shall be posted on the bulletin board of each building and the District website, and emailed to each 10-month unit member and the CSEA President.

Section 4 – Applications for Vacancies

Employees desiring vacant positions may make application in writing within seven (7) days after vacancies are posted.

Section 5 – Management Rights

When a position becomes vacant, the employer reserves its "management rights" to change, eliminate, abolish or combine that position and then post it for bid, if not eliminated or abolished. This does not mean that positions may be changed only when vacant.

Section 6 – Seniority in Filling Vacancies

The District agrees that the awarding of a vacancy shall be made first in accordance with seniority within a department, then the vacancy will be awarded according to seniority within the negotiating unit providing the applicant has sufficient fitness and ability to fulfill the duties of the position. Fitness and ability to fulfill the position shall be decided in good faith by the employer.

Section 7 – Bidding Seniority Rights

The successful bidder cannot exercise his seniority rights in bidding for another position for a period of one (1) year.

Section 8 – Seniority Roster

The seniority roster will be revised and posted in August of each year and will be open to protest and correction for a period of thirty (30) days, and upon proof of error being presented by an employee, such error will be corrected.

ARTICLE XVI - RETIREMENT

Section 1 – New York State & Local Employees Retirement System

The School District shall provide eligible employees covered by this Agreement with the 1/50 (75I) plan of the New York State & Local Employees Retirement System.

Section 2 – Retirement Plan Options

The School District shall provide to each eligible employee covered by this Agreement the following option under the retirement plan:

- a. 4l-j unused sick leave
- b. 60-b death benefit

Section 3 – Retirement Incentive

The District agrees that one half of the total number of sick days above 165 will be paid at the current daily rate at the time of retirement of the employee upon retirement.

ARTICLE XVII - HEALTH INSURANCE

Section 1 – Health Insurance

The School District agrees to provide health insurance coverage for eligible employees and dependents. The District shall have the right to select the health insurance program including a self-funded program as long as those benefits provided remain substantially equal.

Effective July 1, 2004, the union does not object to the District offering an alternative health care plan to be commonly referred to as the Traditional Plan Plus as a voluntary elective option.

Effective July 1, 2007, all new hires (i.e. not current part-time employees that accept a full-time position) who meet the eligibility requirements for health insurance, will only be offered the Modified Traditional Plan.

Section 2 - Contributions

Employees on June 30, 1984, who are working:

1. a. A minimum of thirty (30) hours per week, but less than thirty-five (35) hours per week. The District shall contribute 75% of the individual premium and 75% of the dependents' premium.
- b. Forty (40) hours per week the District shall contribute 100% of the individual premium and 100% of the dependent's premium.
- c. A minimum of twenty (20) hours per week and who received health insurance benefits shall continue to receive health insurance benefits as follows. The District shall contribute 65% of the individual premium and 65% of the dependents' premium.
2. Employees who were employed by the District on or before September 7, 1989 working at least thirty-five (35) hours per week, but less than forty (40) hours per week, and who work at least ten (10) months per year, the District will pay 100%, less one dollar, of the individual premium and 85% of the dependent premium.
3. Employees hired after September 7, 1989 who are regularly scheduled to work at least thirty-five (35) hours per week and at least ten (10) months per year will be eligible for Health Insurance benefits. The District will pay 100% percent of the employee's individual premium, less one dollar, and 80% of the employee's dependent premium.
4. Employees hired after September 12, 2000 who are regularly scheduled to work at least thirty-five (35) hours per week and at least ten (10) months per year will be eligible for health insurance benefits. For each such eligible unit employee, the District agrees to pay ninety percent (90%) of the cost of the individual plan premium or eighty percent (80%) of the cost of the dependent plan premium. The unit employee is to contribute the remainder of the cost of the applicable premium by payroll deduction.
5. Effective July 1, 2021, employees who are regularly scheduled to work at least-thirty (30) and less than 35 hours per week and at least ten (10) months per year will be eligible for health insurance benefits. For each such eligible unit employee, the District agrees to pay seventy-five percent (75%) of the cost of the individual plan premium. Eligible unit employees shall be responsible for the difference in the cost of the dependent plan premium. The unit employee is to contribute the remainder of the cost of the applicable premium by payroll deduction.

6. a. Unit members are required to pre-notify the health insurance carrier or the health insurance administrator when they are to be admitted as an in-patient for non-emergency hospital treatment. Failure to pre-notify the appropriate administrator or carrier of a pending non-emergency hospital treatment or admission will result in a penalty of \$200 per occurrence.
- b. In any case where a unit member seeks emergency treatment, the unit member is required to notify (by phone, by phonogram, by telegram, or by any other reasonable means) the health care administrator or health program carrier of the treatment and admission to a health care facility within forty-eight (48) hours after admission (unless the unit member is incapacitated to the extent that neither the unit member or his immediate family can notify the health care administration or health program carrier).

The forty-eight (48) hour notification requirement does not include holiday and weekend periods when the health care administrator is not open to take such notification. Failure to provide the necessary notification will result in a penalty of \$75 per occurrence.

- c. To the extent practicable, the pre-notification requirement and the 48 hour emergency notification will be printed on the unit member's health insurance program card and distributed to unit members. The agency to be called and a phone number will also be provided on the card to the extent practicable. Unit employees will also receive a letter from the District detailing the new procedures. The pre-notification requirement and the forty-eight (48) hour emergency notification will be effective on October 1, 1991 or otherwise as mutually agreed upon by the parties.

Section 3 – Major Medical Deductible

Effective January 1, 1994, the major medical deductible shall be increased to \$100 for each eligible individual policy or plan and \$300 for each eligible family or dependent policy or plan.

Section 4 - Dental Insurance

If a unit employee is scheduled to work at least twenty (20) hours per week on a regular basis, the District will pay 95% per school year for a dental program providing individual coverage.

The schedule of benefits for the dental program shall be equivalent to the schedule of benefits provided in the Ameritas low Dental Plan.

Unit employees who work at least twenty (20) hours per week may purchase the Ameritas medium and high plan. The employee would be responsible for the difference between the low plan cost and the medium or high plan cost.

Section 5 - Insurance for Retiring Staff

The District will provide employees who retire under this Agreement, the following health insurance benefit continuations subject to these conditions:

1. If the retiree has worked for twelve (12) or more years: 80% of the individual and 50% of the dependent health insurance premium.
2. As to those unit members who have been newly appointed on and after July 1, 2009, If the retiree has worked for fifteen (15) or more years for the District: 80% of the individual and 50% of the dependent health insurance premium.

3. The retiree must have been a member of the District health insurance program for at least the 12 months preceding his/her retirement

ARTICLE XVIII - PERSONNEL FILE

Section 1 - Personnel File Review

Upon reasonable notice, employees shall have the right to review their personnel file during working hours.

In any instance where an entry is made in an employee's official personnel file with which the employee takes exception, the employee may submit a written statement on his/her behalf, which shall become an attachment to the entry.

Section 2 - Pre-Employment Materials

All pre-employment materials, including references, medical records and legal documents with regard to individual employees which may contain information given in confidence to the District, are to be excluded from the employee's access and will be removed prior to the employee's review.

Section 3 - Responses

An employee may respond in writing to any document that is to be placed in the personnel file by preparing same and filing same with the appropriate custodian of that personnel file. This written response is to be submitted no later than thirty (30) calendar days after the employee has reviewed the document. Once timely submitted, the written response shall become part of the employee's personnel file.

ARTICLE XIX - PERFORMANCE EVALUATIONS

The District may conduct periodic performance evaluations upon all unit members. Evaluations are intended to help maintain a highly qualified staff, promote continuing employee development, and provide constructive feedback to unit members regarding their work performance for the District.

Evaluations will be performed by a unit member's direct supervisor, a building principal, or the central office employee with direct oversight of Operations and Maintenance. Each employee will be informed at least seven (7) calendar days prior to the evaluation as to whom the evaluator will be.

By or before July 1 of each year, the District and the bargaining unit will mutually agree upon the frequency of evaluations and the format by which evaluations are conducted. Evaluators may consider multiple factors related to each unit member's overall work performance, including but not limited to:

1. Quality of work relative to assigned tasks and in accordance with job description
2. Adeptness in own job and flexibility to other jobs or tasks assigned
3. Dependability, attendance, punctuality, and reliability
4. Relations with others, including disposition and cooperation
5. Safe operation practices and interest in equipment and its maintenance
6. Contribution to a safe and healthy school environment including courtesy and assistance to students, teachers, parents, administrators, guests, and visitors to the District

Evaluators may base evaluation findings on direct observations of the unit member's work performance as well as information received from the unit member's supervisors and District administrators.

Probationary employees – both new to the District and new to the position (promotion) – will be formally evaluated at least two (2) times during their probationary period, once during the first half of the probationary period and once during the second half of the probationary period.

Non-probationary employees – will receive at least one evaluation each school year. Throughout the year, opportunities for feedback to the employee and to the supervisor regarding successful practices and/or opportunities to improve will be in place and documented where necessary. Within the parameters set for the frequency and format of evaluations, the District may schedule evaluations of non-probationary employees at any time during the school year. Additional evaluations may be conducted upon any unit member as determined by a corrective action plan that may be in place due to underperformance two days (2) notification to the bargaining unit president. During the in-person review of such evaluations, unit members may have a representative of the bargaining unit present.

All evaluators shall present their final evaluation in writing on a form prepared by the District. Unit members will receive a copy of their evaluation.

All unit members shall sign a copy of their written evaluation to indicate receipt. The unit member's signature on the evaluation only indicates that the unit member had an opportunity to review the evaluation. Signed evaluations will become a permanent part of the employee's personnel file. Should a unit member refuse to sign the evaluation, the evaluator will re-submit the evaluation in the presence of a third party. The third party will affix his or her signature to the evaluation attesting to the fact that the unit member received a copy of the evaluation and was informed of his or her right to sign the evaluation. Attested evaluations will become a permanent part of the employee's personnel file.

Each unit member who has received a written evaluation shall be given the opportunity to provide a signed written response to the evaluation. The written response is to be submitted to the evaluator no later than thirty (30) calendar days after the unit member received a copy of his or her evaluation. Once timely submitted, the written response will be a part of the employee's personnel file.

All evaluations will be completed by June 15 of each year unless mutually agreed to by the bargaining unit member and the District. Should an evaluation not be completed by June 15, the employee shall receive a rating of Satisfactory or the equivalent.

Supervisors and members will receive annual training on the evaluation process.

ARTICLE XX - PAYROLL SAVINGS PLAN

A Payroll Savings Plan will be operated in cooperation with a bank approved by the Board of Education. The amount to be deducted under payroll deduction shall be determined by the Employee, and deposits shall be made directly to the bank. The amounts to be deducted shall be determined by the Employee on October 1 but not later than December 1, for the first semester and February 1 for the second semester, in the event a different rate of deduction is desired for the second semester.

ARTICLE XXI - TAX SHELTERED ANNUITY

Tax Sheltered Annuity will be purchased by the Board of Education in accordance with the provisions of Section 403 (B) of the Internal Revenue Code, and any amendment thereto; and subject to the further condition that elections to purchase the said annuities shall be filed by the employee on October 1 but not later than December 1, for the first semester and February 1 for the second semester.

Section 1

The District agrees to enter into a salary reduction agreement in accordance with §403 (b) of the Internal Revenue Code and §3109 of the Education Law and deduct monies from the salaries of employees who have authorized the deduction for the purposes of purchasing a tax-sheltered annuity and to transmit such monies thus deducted to the authorized company providing the annuity.

Section 2

The CSEA and individual employees participating in any tax-sheltered annuity agree to indemnify the District as a result of any monies deducted or contributed by the District on behalf of the employee.

Section 3

Contributions shall be deposited into the 403 (b) account selected by the Employee.

Section 4

This Agreement shall be subject to IRS regulations and rulings. Should any portion of this article be declared contrary to law, then such portion shall not be deemed valid and subsisting, but all other portions shall continue in full force and effect. As to those portions declared contrary to law, the CSEA and the District shall promptly meet and alter those portions in order to provide the same or similar benefit(s) which conform, as closest as possible, to the original intent of the parties.

Section 5

This Agreement shall further be subject to the approval of the 403 (b) Provider, which shall review Agreement solely as a matter of form and as the provider of investment products designed to meet the requirements of Section 403(b) of the Internal Revenue Code.

Section 6

Both the District and Employee are responsible for providing accurate information to the 403(b) Provider.

Section 7

Authorization for such deductions shall be in writing on a form provided by the District, signed by the individual and placed on file prior to the first deduction. This authorization shall be considered a permanent authorization for the deduction for the duration of the individual's employment in District unless the individual notified the District in writing.

Section 8

The CSEA and each unit member authorizing deductions hereby agree to indemnify and hold harmless the District from any and all assessments, penalties, charges, claims, disputes, attorneys' fees or costs and damages sustained as a result of making the deduction. In addition, should a determination be made that the annuity provider has not complied with the requirements of the Internal Revenue Code or its implementing regulations; the CSEA and each unit member authorizing deductions hereby specifically agree to indemnify and hold harmless the District.

Section 9

The terms of this Agreement shall apply to employees who are members of the negotiating unit represented by the Association. This Agreement shall take effect upon its approval by both parties and shall continue in effect thereafter unless and until modified by a subsequent written agreement approved by both parties.

ARTICLE XXII - MISCELLANEOUS

Section 1 – Printing & Distribution

The CSEA, Inc. agrees to print this Agreement at its cost. The CSEA agrees to distribute a copy of the Agreement to each unit employee and to provide the District with as many copies as it requests.

Section 2 – Complete Commitment

This Agreement shall constitute the full and complete commitments of the District to the Skaneateles School District Unit 7815-00 of the Onondaga County Educational Employees Local #874 of C.S.E.A., Inc. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective negotiations, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the District and the Association, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to negotiate collectively with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

ARTICLE XXIII – LEGISLATIVE APPROVAL, LENGTH OF AGREEMENT AND RENEGOTIATION

Section 1 - Legislative Approval

Agreements Between Public Employers and Employee Organizations (Section 204-a, Civil Service Law).

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

Section 2 – Length of Agreement

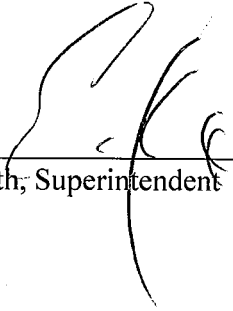
Except as otherwise provided, this Agreement shall remain in effect from the date of ratification by the unit and approval by the Board of Education, or July 1, 2021, whichever is later, through June 30, 2024.

IN WITNESS WHEREOF, the parties have caused this Collective Bargaining Agreement to be signed by their respective representatives on this the ____ day of June 2021.

Section 3 – Renegotiation

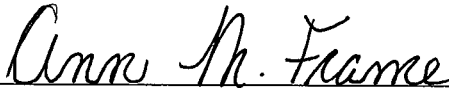
At least ninety (90) calendar days prior to the expiration of this Agreement, the Association shall indicate in writing whether or not it chooses to seek re-negotiations of their Agreement. The failure of the Association to adhere to this notification, because of extenuating factors, shall not constitute a waiver of the right to negotiate a successor agreement.

FOR THE SKANEATELES CSD:



Eric Knuth, Superintendent

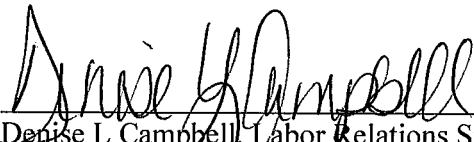
FOR THE UNION:



Ann Frame, Unit President
C.S.E.A., Inc., Onondaga County Educational
Employees Local #874, Unit #7815-00
Skaneateles Central School District Unit



Rebecca York, District Clerk



Denise L. Campbell, Labor Relations Specialist

A Resolution of the Board of Education of Skaneateles Central School District providing the necessary funds for this Agreement was passed on February 10, 2021.

Letter of Clarification

Between the Skaneateles Central School District & CSEA, Inc.

July 13, 1993

With regard to Article X, Working Hours of the Agreement between the District and CSEA, Inc.; the District, upon reasonable notice of thirty (30) calendar days, may direct that when more than one custodial employee is on duty in a single building that the meal time can be scheduled so that one custodial employee is on duty at all times during the shift.

For the District:

For the CSEA, Inc.:

Brent D. Cooley
Labor Relations Specialist
Cayuga-Onondaga BOCES

Ron Smith
Collective Bargaining Specialist
CSEA, Inc.

This letter was signed when it was originally written in July of 1993. An original signed letter exists on file.

Side Letter

July 27, 2009

Diane Boden, President
Skaneateles Central School District Unit
C.S.E.A. Inc., Onondaga County Educational Employees Local #874, Unit #7815-00
45 E. Elizabeth Street
Skaneateles, NY 13152

The District and the CSEA, rather than place language in the Agreement have discussed the topics and issues concerning the general safety and health of employees of the District who are contained in the unit of employees represented by the CSEA.

There is an existing health and safety committee which is chaired by the Superintendent of Buildings and Grounds (Mr. Sicignano) and the Assistant Superintendent for Business and Finance (Mr. Bates) and which is composed of several stakeholders. The committee currently has as members a nurse and two (2) other employees whose titles are in the unit of employees represented by the CSEA. The Union and the District jointly select these committee members who are in the CSEA unit.

The nurse and other two (2) unit employees meet from 10 to 12 times per year and more often if a need arises. When these meetings occur on work time for the CSEA employees, they are to be excused from work without loss of pay that each would otherwise earn on a regularly scheduled day of work.

Sincerely yours,

Philip D. D'Angelo, Jr.
Superintendent of Schools