

Agreement between the

**SUPERINTENDENT OF SCHOOLS  
ELMIRA HEIGHTS CENTRAL SCHOOL DISTRICT**

and the

**ELMIRA HEIGHTS  
EDUCATIONAL SUPPORT STAFF ASSOCIATION**

EFFECTIVE  
JULY 1, 2022 THROUGH JUNE 30, 2024

Under the Provisions of the "Public Employees Fair Employment Act"

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## ARTICLE 1 - RECOGNITION

**§ 1.1 Recognition • unit defined.** The Elmira Heights Central School District recognizes the Elmira Heights Educational Support Staff Association as the sole and exclusive representative for a unit consisting of all employees excluding administrators, all certificated employees (with the exception of teaching assistants), confidential employees, the working foreperson, and the transportation supervisor.

## ARTICLE 2 - DEFINITIONS

**§ 2.1 Definitions.** As used in this Agreement, the term:

- (a) "Association" means the Elmira Heights Educational Support Staff Association.
- (b) "Superintendent" means the Superintendent of Schools of the Elmira Heights Central School District.
- (c) "Employee" means any person represented by the Elmira Heights Educational Support Staff Association as his negotiating representative.
- (d) "District" means the Elmira Heights Central School District.
- (e) "Board" means the Board of Education of the Elmira Heights Central School District.

**§ 2.2 Gender and number.** Whenever the context so requires, the use of words in this Agreement in the singular shall be construed to include the plural and words in the plural shall be construed to include the singular. Words, whether they be in the masculine, feminine or neuter gender, shall be construed to include all of the said genders unless the context would require that the gender apply to only one sex. By the use of the aforesaid genders, it is understood that it is for convenience purposes only and that said use is not to be interpreted to be discriminatory by reason of sex.

## ARTICLE 3 - PROCEDURE FOR CONDUCTING NEGOTIATIONS

**§ 3.1 Negotiating team.** The negotiating team of the respective Superintendent and Association will meet for the purpose of discussion and reaching mutually satisfactory agreements.

**§ 3.2 Opening negotiations.** Negotiations may be initiated at the written request of either party, but the first meeting shall be held not earlier than January 15 nor later than March 15 of the year in which this Agreement expires. All issues proposed for discussion shall be submitted in writing by the Association and the Superintendent or his designated representative(s) at the first meeting. No new items shall be introduced after submission of the initial package.

**§ 3.3 Negotiation procedure.** Negotiation teams of each party shall meet at such mutually agreed upon places and times for the purpose of affecting a free exchange of facts, opinions, proposals, and counterproposals in an effort to reach mutual understanding and agreement. Both parties agree to conduct such negotiations in good faith and to deal openly and fairly with each other on all matters. Following the initial meetings as described in §3.2 above,

such additional meetings shall be held as the parties may require to reach an understanding on the issue(s) or until an impasse is reached. Meetings shall not exceed three (3) hours and shall be held at a time other than the regular school day. An agenda shall be developed for the following meetings as the last item of business of each meeting.

**§ 3.4 Exchange of information.** Both parties shall furnish each other, upon reasonable request, all available information pertinent to the issue(s) under consideration.

**§ 3.5 Reaching agreement.** When consensus is reached covering the areas under discussion, the proposed agreement shall be reduced to writing as a memorandum of understanding and submitted to the Association and the Board for approval. Following approval by a majority of the Association membership and by a majority of the Board, the Board will take such actions upon the recommendation(s) submitted as are necessary to make them official effective July 1 next.

**§ 3.6 Alternative negotiation procedure.** The parties may agree to an alternative negotiation procedure to that which is required in this Article.

#### **ARTICLE 4 - PAYROLL DEDUCTIONS**

**§ 4.1 Association dues deductions.** The Superintendent agrees to deduct for the Association, upon submission of a duly authorized payroll deduction card, regular membership dues at a rate established by the Association. Said authorization shall remain in full force and effect until revoked in writing by the employee. After each pay, the dues collected shall be transmitted to the Association. It is specifically agreed that the District assumes no obligations, financial or otherwise, arising out of the provisions of this Article, and the Association agrees that it will indemnify and hold the District harmless for any and all claims, actions, demands, suits, or proceedings by an employee or any other party arising from the deductions made by the District and remittance to the Association of the dues under this Article.

**§ 4.2 Other payroll deductions.** Upon receipt of a proper payroll deduction authorization form, the District will deduct from the salary of an employee deductions for the credit union, U.S. savings bonds, the United Way Fund, retirement contributions, IRC Section 125 salary redirections, tax-sheltered annuities (IRS 403-b accounts), and direct deposit at banks as available.

**§ 4.3 Payroll deductions.** Upon receipt of the proper payroll deduction authorization form indicating that the employee voluntarily and expressly authorizes such deduction, the District will deduct from the salary of an employee amounts designated for NYSUT Member benefits and VOTE-COPE.

#### **ARTICLE 5 - ASSOCIATION PRIVILEGES**

**§ 5.1 Use of building facilities.** The Association shall be allowed the use of any room or building without cost upon application for such use in accordance with the policies of the District.

**§ 5.2 Use of mail facilities.** The Association shall have the right to use the inter-school and electronic mail for Association business.

**§ 5.3 Copies of agreement.** Copies of this Agreement will be printed at District expense and a copy shall be given to each employee and each new employee as he is hired. Ten (10) additional copies shall be provided to the Association President.

**§ 5.4 Right to representation.** The Superintendent recognizes the right of the employees to designate representatives of the Association to appear on their behalf to discuss salaries, working conditions, grievances, disputes pertaining to the terms of this Agreement, and other terms and conditions of employment. Said representatives shall also be permitted to appear at meetings and public hearings before the Board.

**§ 5.5 Right to post communications • access for representatives.** The Association shall have the right to post notices and other communications on bulletin boards maintained on the premises and facilities of the District. Representatives of the Association shall have access to the premises and facilities of the District for the purpose of transacting any necessary business regarding negotiations or disputes resulting from this Agreement, providing prior arrangements have been made with the District administration.

**§ 5.6 Association leave days.** Designated representatives of the Association shall be granted leave each year to attend to Association business with no loss of pay. The maximum number of days of leave granted per year shall be four (4). The Association shall advise the Superintendent at least forty-eight (48) hours in advance of the person(s) using the leave and the dates of said leave. Additional days, if requested by the Association, may be granted by the Superintendent, if the Association is able to justify the need for said additional days.

**§ 5.7 Copies of Board agenda.** A copy of the agenda for each meeting of the Board will be made available to the Association President, or his designee, at the same time that the agendas are distributed to the Board members.

**§ 5.8 Notification of job openings.** The Association shall be informed of all job openings and changes to job descriptions at least three (3) days prior to the effective date of the planned modifications and shall receive at least seven (7) days advance notice of any change in conditions and terms of employment; i.e. classification or wages, except where such change is required because of an emergency or disaster over which the Board has no control.

**§ 5.9 September Superintendent's Conference Day.** The Association will be provided with one (1) hour during the opening day of school; i.e., the opening Superintendent's Conference Day, to address all employees.

## **ARTICLE 6 - REDUCTION IN FORCE**

**§ 6.1 Seniority defined.** For purposes of this article, seniority for competitive, non-competitive, or labor class civil service job classifications shall be defined in accordance with Civil Service Law and local civil service authority rules.

**§ 6.2 Layoff • reduction in hours worked.** If the District finds it necessary to reduce the work force, the following shall apply.

(a) The District will act to eliminate the position(s) or to reduce the hours worked in a specific job classification.

(b) Layoffs or reductions in hours worked within the competitive, non-competitive, or labor class civil service job classifications will be determined on the basis of seniority, as defined in the Civil Service Law and local civil service authority rules. If there is a reduction in time for an extra run that affects a bus driver working in excess of four (4) hours per day, the reduced time will be taken from the least senior bus driver assigned to extra runs, providing it is possible to do so.

**§ 6.3 Written notification.** In the case of a layoff or permanent reduction in work hours, the employee affected shall receive at least three (3) weeks written notification in advance of the action.

**§ 6.4 Recall rights.**

(a) An employee who is laid off shall be placed on a preferred eligibility list for recall rights for a period of four (4) years. Employees on the preferred eligible list shall be offered vacant positions within their job classification as such vacancies occur in the reverse order of layoff.

(b) If the District restores hours formerly reduced, the additional hours shall be restored to those employees whose hours were cut on the basis of seniority.

**§ 6.5 Teaching assistants.** Teaching assistants will be laid off and recalled to work in accordance with Education Law. A teaching assistant whose position is abolished may displace a teacher aide with less seniority if such teaching assistant had accumulated previous seniority with the District as a teacher aide. Such teaching assistants will return to the hourly rate they previously earned as a teacher aide plus credit given for each year of service as a teaching assistant in the interim. Sections 6.1 and 6.4 of this Article will not apply to teaching assistants.

**ARTICLE 7 - EVALUATION**

**§ 7.1 Frequency • conference • copy.** Each continuing employee shall be evaluated at least once each year. Probationary employees shall be evaluated twice within their first year of employment. The administrator completing the written evaluation shall schedule a conference with the employee to discuss the completed evaluation. At the conference, the employee shall be given a copy of the evaluation. The employee shall sign the evaluation as an indication that he has received a copy. The signature constitutes neither agreement nor disagreement.

**§ 7.2 Evaluator specified.** Evaluation of employees shall only be done by individuals certified in administration, except in the case of cafeteria employees whose evaluations shall be done by the cafeteria manager and maintenance employees whose evaluations shall be done by the Director of Facilities. Cafeteria employees may also be evaluated by the cook manager. The Transportation Supervisor will be permitted to evaluate bus drivers, bus aides, and mechanics. Evaluations completed by the cook manager and Director of Facilities will follow the procedures contained herein.

**§ 7.3 Job description • explanation of standards.** The District shall provide each employee with his job description as well as an explanation of the standards (found on the evaluation form) by which he shall be evaluated.

**§ 7.4 Completeness of personnel file.** All materials, including written evaluations, related to the performance of an employee shall be contained in the employee's personnel file.

**§ 7.5 Complaints investigated.** Any complaints with respect to an employee's work performance shall be investigated for accuracy and then called to the attention of the employee in a timely manner. The employee shall be given the opportunity to explain and/or respond to any complaints.

**§ 7.6 Suggestions for improving performance.** If the evaluator indicates that the employee's performance needs improvement, the evaluator shall provide specific, reasonable suggestions for said performance to improve. In the event that an evaluator indicated improvement is needed regarding the employee's overall performance he/she will schedule at least two (2) subsequent performance reviews within a reasonable time period to see if improvement is noted and suggestions have been implemented.

## **ARTICLE 8 - PERSONNEL FILE**

**§ 8.1 Access.** Employees will have the right, upon request, to review the contents of their personnel file and to make copies of any documents in it with the exception of pre-hire documents. An employee will be entitled to have a representative of the Association accompany him during such review.

**§ 8.2 Negative material.** No material derogatory to an employee's conduct, service, character, or personality will be placed in his personnel file unless the employee has had the opportunity to review the material. The employee shall sign the copy to be filed, with the express understanding that such signature in no way indicates agreement with the contents thereof. The employee will also have the right to submit a written answer to such materials within ten (10) school days and his answer shall be reviewed by the administrator and attached to the copy file.

**§ 8.3 One file.** The District shall maintain only one personnel file.

## **ARTICLE 9 - DISCIPLINE AND DISMISSAL**

**§ 9.1 Permanent competitive class employee.** Competitive class employees shall be entitled to the protections of this Article after they have received a permanent appointment.

**§ 9.2 Noncompetitive and labor class employee.** Noncompetitive and labor class employees shall be entitled to the protections of this Article after they have completed one (1) year of service with the District.

**§ 9.3 Waiver.** The District and the Association agree to waive the procedures and rights afforded employees under §75 of the New York State Civil Service Law and agree to an alternative discipline and dismissal procedure of just cause as hereinafter provided. The just cause procedure shall be the sole and exclusive disciplinary and dismissal procedure for employees in the District who are entitled to the protections of this article.

**§ 9.4 Just cause.** No employee entitled to the protections of this Article shall be disciplined or dismissed without just cause.

**§ 9.5 Imposition of discipline.** The District may impose discipline without a hearing. The District shall file a notice of imposition of discipline and the reason therefor simultaneously with the affected employee and the Association President. If the Association disputes the discipline, it may file a grievance with the Superintendent within ten (10) workdays of receipt of the notice of imposition of discipline. The Superintendent must hold a hearing and render a written decision within ten (10) workdays after the receipt of a grievance. The decision of the Superintendent shall be without opinion and shall state only whether the discipline is upheld, modified or annulled. If the Association does not accept the Superintendent's decision, it may invoke arbitration as provided in §9.7 of this Article.

**§ 9.6 Dismissal.** If the District seeks to dismiss an employee, it shall serve charges on the employee with a copy of said charges sent to the Association President. Within ten (10) workdays of the receipt of the charges, the Association may invoke arbitration as provided in §9.7 of this Article. If arbitration is not invoked, the District may dismiss the employee and further proceedings hereunder shall be barred. The District may suspend an employee whom it seeks to dismiss pending the disposition of charges. The employee may be suspended up to thirty (30) days without pay.

**§ 9.7 Appeal to arbitration.** Arbitration shall be invoked by filing a notice of intent to arbitrate simultaneously with the Superintendent and the American Arbitration Association as provided for in §12.4 of this Agreement.

**§ 9.8 Arbitration schedule.** Unless otherwise agreed to between the District and the Association, the arbitrator shall schedule a hearing within thirty (30) calendar days of receipt of the notice of intent to arbitrate. Hearings and post-hearing matters shall be concluded within one hundred twenty (120) calendar days after the first day of hearing. Hearings shall conform to the Voluntary Labor Arbitration Rules of the American Arbitration Association.

**§ 9.9 Attendance at hearings.** Except in the case of an employee who has been suspended without pay or benefits, no party-in-interest shall suffer a loss of pay or benefits by reason of attendance at or participation in a hearing. If the attendance of multiple witnesses is required, the District will provide a substitute for rotating coverage while a witness testifies.

**§ 9.10 Effect of decision.** The decision of the arbitrator shall be final and binding on all parties to the proceeding.

**§ 9.11 Teaching assistants.** Teaching assistants will be disciplined in accordance with Education Law.

## **ARTICLE 10 - INDIVIDUAL AGREEMENT**

**§10.1 No individual agreement.** No individual agreement or arrangement between an employee and the District shall be in conflict with any provision of this agreement.

## ARTICLE 11 – WORKERS’ COMPENSATION

**§11.1 Use of sick leave.** If an employee is absent from work as a result of injury arising out of or in the course of employment, he may be paid his full salary for the period of such absence up to the amount of the employee’s annual or accrued sick leave. All employees eligible for Workers’ Compensation benefits shall also be eligible for health insurance benefits for twelve (12) weeks at the same contribution as if the employee were working, regardless of whether they qualify for such benefits under the Family and Medical Leave Act or not.

**§11.2 Reimbursement of sick leave.** Any employee will be reimbursed for sick leave days charged equivalent to the amount of compensation reimbursed to the District during the first twelve (12) weeks of Workers’ Compensation benefits. Once the District is reimbursed for the wages it paid to the employee while he was absent for a Workers’ Compensation injury, if the employee was absent for more than twelve (12) weeks, the reimbursement from the Workers’ Compensation Board will be applied first to reimburse the District for the cost of health insurance during the employee’s absence (if District health insurance is provided to the employee); second to reimburse the sick bank; and last to reimburse the employee for sick leave used. The value of these reimbursements shall be in proportion to the amount of compensation received by the District.

**§11.3 Unpaid leave.** For an employee who has an open Workers’ Compensation case with an injury that has been designated as “work-related” and has no available sick leave or opts not to use sick leave, he/she will be provided with an unpaid leave of absence as required by law and will receive Workers’ Compensation directly from the District’s third party administrator.

## ARTICLE 12 - GRIEVANCE PROCEDURE

### **§12.1 Definitions.**

- (a) The term "grievance" means any alleged violation of the terms of this Agreement.
- (b) The term "grievant" means the Association or any employee.

### **§12.2 Stage 1.**

(a) Before submission of a written grievance, within twenty-five (25) workdays after its occurrence, the grievant must attempt to resolve it informally with their immediate supervisor, either directly or through a representative, and in so doing shall give notice to that the grievance is being raised. During these discussions, one (1) representative may be present, the same being a representative of the Association.

(b) If the matter is not resolved to his satisfaction during the informal attempt, the grievant must file a written statement of the grievance on the approved grievance form found in Appendix B with his immediate supervisor within five (5) work days after the last conference between them which concludes the informal attempt. Such statement shall identify the grievant and be signed by him and dated. It must specify: (1) the specific provision of the agreement which was violated; (2) the time, place and events leading up to the grievance; (3) the management personnel allegedly responsible; (4) the remedy or redress which is sought; and (5) the attempt

made to resolve such grievance informally and when and where each informal conference or discussion took place.

(c) Upon receipt of such written statement of the grievance, the immediate supervisor shall respond in writing within five (5) work days.

### **§12.3 Stage 2.**

(a) If the grievant is not satisfied with such response, or if no response is received within such five (5) work day period, he must, within five (5) work days after receiving such response, or within ten (10) work days of filing his written statement, file with the Superintendent copies of such papers together with any other papers which the grievant wishes to be considered and a notice or appeal indicating whether or not a hearing is requested. If no hearing has been requested, the Superintendent shall make such investigation as he deems necessary and render a written decision within ten (10) work days of the filing of such appeal.

(b) If a hearing has been requested, the Superintendent or his designated representative shall schedule a hearing within ten (10) work days of the filing of such appeal and shall render a written decision within ten (10) work days thereafter. All sides shall be given an opportunity to be heard, present evidence, call witnesses, and question all witnesses whose testimony is part of the evidence of the case at such hearing.

### **§12.4 Arbitration.**

(a) If the Association is not satisfied with the decision at Stage 2 and wishes to submit the grievance to arbitration, it must file a written notice to that effect with the Superintendent within ten (10) work days after receiving the decision. If no decision has been received by the Association within such ten (10) work day period, then such notice shall be filed within ten (10) work days of the date of the last day in which such decision was due to be received. Such notice shall specify the issues that are proposed for submission to arbitration. The Association shall within twenty (20) work days thereafter submit such grievance to arbitration in accordance with the rules of the American Arbitration Association. A copy of the request shall be forwarded to the Superintendent.

(b) The arbitrator shall have only the power to interpret what the parties to the agreement intended by the specific provisions in the agreement that are at issue.

(c) The arbitrator's decision shall be in writing and will set forth his findings, reasoning and conclusions on the issues submitted. He shall be without authority to make any decision that requires any act or course of action that is contrary to law or in conflict with any rules, regulations or decisions having the force and effect of law.

(d) The decision of the arbitrator shall be final and binding on both parties, subject to such legal or equitable relief there from as may be obtained through judicial process.

(e) The cost of the services of the arbitrator will be shared equally by the parties to the agreement. Every attempt shall be made to obtain a qualified arbitrator whose point of travel to the District does not exceed one hundred fifty (150) miles.

**§12.5 Consolidation of grievances.** If more than one grievance has been filed, the Superintendent may at any time after Stage 1 of the grievance procedure, consolidate said grievances into one. This may be done where questions of fact and law are common to each of the grievances. Minor variations of fact shall not preclude the consolidation of such grievances when such variations are irrelevant for purposes of the decision.

## **ARTICLE 13 - WORKYEAR/WORKWEEK**

**§13.1 Work year.** The work year for employees will be as follows:

(a) All ten (10) month employees shall work the school year that has been established by the District on or before June 30<sup>th</sup> of the previous school year.<sup>1</sup> Such calendar will be largely based on student attendance and is based on title and assigned building, but additional days may be added for employees in specific job titles. Specifically, registered nurses and licensed practical nurses may be asked to work during the summer to assist with physical examinations or as work becomes necessary, with approval from his/her building administrator. The scheduling of any summer work will be mutually arranged between the nurse and the superintendent, or his/her designee. Employees will be paid for actual days worked in any given school year, with any additional days worked beyond those initially scheduled to be paid at the employee's regular rate of pay.

(b) Clerical staff will work either ten (10), eleven (11) or twelve (12) months.

(c) All other employees will work fifty-two (52) weeks per year.

**§13.2 Workday.** Except as otherwise provided herein, the established work hours per day for the position specified shall be as follows:

(a) Aides assigned to the elementary school will work a range of workday from five (5) hours up to six (6) hours and forty-five (45) minutes and aides working in the secondary school will work a range of workday from five (5) hours up to six (6) hours and fifty-five (55) minutes. Workdays less than six (6) hours and forty-five (45) minutes for the elementary or six (6) hours and fifty-five (55) minutes for the secondary shall be assigned to the aides according to seniority, with the most senior having the right of first refusal.

(b) Bus drivers and bus aides will have a workday consisting of four (4) hours. Included in the four (4) hour workday, the District will provide time for the refueling and cleaning of buses.

(c) Cafeteria employees shall be notified of the number of hours to be worked each day prior to the start of each work year.

(d) Clerical staff will work forty (40) hours per week. During the months of July and August, clerical staff will work six (6) hours per day. The above specified workday does not

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<sup>1</sup> For purposes of calculating longevity set forth in Article 26.4, employees designated as ten (10) month employees will be considered to have worked forty (40) weeks per year.

include a duty-free lunch. Clerical staff may be asked to work forty (40) hours per week when necessary and when the workload requires the additional time.

(e) Registered nurses and LPNs shall work seven and one-half (7.5) hours per day.

(f) The courier will work three (3) hours per day.

(g) All other employees shall work eight (8) hours per day.

(h) Teaching assistants assigned to the middle or high school will work six (6) hours and fifty-five (55) minutes per day. Teaching assistants assigned to the elementary school will work six (6) hours and forty-five (45) minutes per day. Teaching assistants will also be required to attend and will be paid for all after-school mandatory meetings.

(i) Employees who work from three (3) to five (5) consecutive hours a day will have one (1) fifteen (15) minute paid break within the workday. Employees who work five and one-half (5.5) consecutive hours a day will have one (1) twenty (20) minute paid break or two (2) ten (10) minute paid breaks as determined by their work schedule. Employees who work six (6) or more consecutive hours per day will have two (2) fifteen (15) minute paid breaks within the workday.

**§13.3 Part-time employees.** A part-time employee is an employee assigned to work less than full-time as defined in §13.2(a) through §13.2(h).

**§13.4 Bus drivers • aide assignment.**

(a) Prior to the start of the school year the District will determine the regular runs for the morning and afternoon portions of the workday. Unless the Association and the District agree that there is a significant change in the composition of a run, each driver will retain his prior year's assignment.

(b) If a regular run becomes vacant, drivers may bid for the vacant run. The assignment will be made on the basis of seniority from among those bidding for the run.

(c) If a bus driver's workday exceeds a total of four (4) hours, such bus driver will be compensated for time actually worked beyond four (4) hours.

(d) If the additional runs, other than those occurring during the morning and/or afternoon regular runs, are needed on a regular basis, the run will be open for bid with the assignment being given on the basis of seniority from those who apply.<sup>2</sup>

(e) Extra trips (field trips, sports trips, etc.) involving seven (7) or more students will be assigned using the following method:

(1) For extra trips (defined as sports and field trips for purposes of this entire section) involving more than seven (7) students that are scheduled between 8:00 a.m. and 2:00

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<sup>2</sup> Those transportation personnel who are presently assigned to drive during the school day will continue with those runs as long as the runs are in effect.

p.m. on a day when school is in session, such trips will be assigned from those permanent drivers who have volunteered to do day trips, or the transportation supervisor may take the trips. For the purposes of this subdivision, "permanent drivers" are those drivers, including substitute drivers, who have completed their probationary period in accordance with the Rules for the Classified Civil Service of Chemung County and City of Elmira. New permanent drivers will be placed at the end of the trip list on the date such driver completes his probationary period. The trip list will be re-ordered according to seniority each year on July 1.

(2) For trips at any other time, a seniority list will be created by asking for volunteers among the permanent drivers, or the transportation supervisor may take the trips. The person whose name is on the top of the list will be given the first opportunity to drive an extra trip. The person whose name is second on the list will be given the second opportunity to drive, etc.

(3) Once a driver has taken a trip, his name will be moved to the bottom of the list. However, if a driver is signed up for an extra trip and such trip is cancelled by the District, then such driver will remain on the list for the next unassigned trip during a time for which he/she is not otherwise assigned to drive by the District.

(4) A driver unwilling to accept the extra trip or who removes his name from an assigned trip will have his name moved to the bottom of the list.

(5) If no permanent drivers are available or if available permanent or substitute drivers employed by the District refuse an extra trip, then the District will assign the trip to a probationary bus driver based upon seniority.

(6) Non-round trips on the clock are permissible and will not count as an extra trip as defined under §13.4(e).

(7) All known extra trips for each week will be posted and assigned on the first work day of each week.

(f) A driver and/or aide who takes an extra trip will receive a minimum of one (1) hour of pay.

(g) In the event that the District does not anticipate having sufficient working buses or bus drivers available for a regular run or an extra trip and no buses are available from the Horseheads Central School District, the District has the right to lease bus transportation services from a private company up to one (1) week before such run or trip.

(h) The picking up or dropping off of students by parents or guardians will not be considered a loss of unit work.

(i) Bus drivers who are assigned extra trips shall remain at or near the location and be paid accordingly.

**§13.5 Snow or emergency day.** When the District is closed because of snow or other emergency reasons, the only employees that may be required to report to work will be the maintenance employees, custodial employees, bus mechanics and those cleaners who have a twelve (12) month work year. If County officials have declared a state of emergency which

prohibits travel in Chemung County or in an employee's county of residence, an employee will not be charged any leave time, nor will he lose any pay if he is unable to report to work.

The maintenance employees, custodial employees, bus mechanics and cleaners will be “on call” and available to report on a snow day, if called upon to report by the Director of Facilities/Transportation Supervisor. If called into work on a snow day, the employee reporting will be paid time and one half (1.5x) his/her regular rate of pay for each hour actually worked and reported via time sheet.

**§13.6 Drivers and bus aides • trip canceled • emergency runs.**

(a) If a driver or aide reports to the departure site and has a scheduled trip canceled, he will receive pay for two (2) hours.

(b) If the trip is canceled in advance of the departure time, the bus driver will receive the next trip available that is unassigned on the trip list.

(c) If a driver is called in to make an emergency run, the driver will receive pay for at least two (2) hours.

**§13.7 Half-day runs.** All bus drivers must drive all runs that occur on half-days that are scheduled on the District calendar. If a driver is unable to drive his run on a scheduled half-day for personal reasons, he must use a personal day.

**ARTICLE 14 - HOLIDAYS**

**§14.1 Holidays.** All employees shall receive the following paid holidays.

- (a) New Year's Day
- (b) Martin Luther King, Jr. Day
- (c) Presidents' Day
- (d) Veteran's Day
- (e) Memorial Day
- (f) Columbus Day
- (g) Thanksgiving Day
- (h) Christmas Day

**§14.2 Additional holidays for selected employees.** In addition to the paid holidays specified in §14.1, the following shall be considered to be paid holidays for those employees assigned to work more than ten (10) months when the holidays falls within their assigned work year. The asterisk (\*) signifies that cleaners assigned to work forty-four (44) weeks per year and secretaries assigned to work forty-eight (48) weeks per year shall receive pay for those holidays whether or not they fall within their workweek.

- (a) Christmas Eve
- (b) July 4th\*
- (c) Labor Day\*

**§14.3 Holidays occurring on a weekend.** When a holiday occurs on Saturday or Sunday, the holiday will be granted on the Friday or Monday that the holiday is observed by the District.

**§14.4 Loss of holiday pay for absence.** In order to be paid for any of the holidays specified herein, an employee must be in attendance for his entire assigned shift on the day immediately preceding and the day immediately following the paid holiday unless the employee's absence is for an approved personal or vacation day. An employee who is sick on one or both of these days may only receive pay for the holiday under the conditions set forth in §19.1(d).

## ARTICLE 15 - VACATIONS

**§15.1 Vacation • twelve (12) month employee.** Employees will be entitled to paid vacation days in accordance with the following. Employees whose work year is twelve (12) months:

(a) Newly hired employees will receive one-half (0.5) day of vacation for each month employed during their first year (July 1 through June 30) of employment.

(b) Employees will be granted ten (10) vacation days for the second through fifth year of employment.

(c) Employees will be granted one (1) additional day of vacation each year commencing with their sixth year of employment up to a maximum entitlement of twenty-five (25) days per year.

(d) Employees may use up to twenty (20) days, if approved, when school is in session. Additional days beyond twenty (20) must be used when school is not in session.

(e) In addition, employees shall be permitted to carryover up to five (5) unused vacation days from one school year to the next (to be used in the successor school year).

**§15.2 Vacation • eleven (11) month employee.** Employees will be entitled to paid vacation days in accordance with the following. Employees whose work year is eleven (11) months:

(a) Newly hired employees will receive one-half (0.5) day of vacation for each month employed during their first year (July 1 through June 30) of employment.

(b) Employees will be granted nine (9) vacation days for the second through fifth year of employment.

(c) Employees will be granted one (1) additional day of vacation each year commencing with their sixth year of employment up to a maximum entitlement of twenty-three (23) days per year.

(d) In addition, employees shall be permitted to carryover up to five (5) unused vacation days from one school year to the next (to be used in the successor school year).

**§15.3 Notification of use of days.** Except in an emergency situation, each employee intending to use a vacation day shall notify his immediate supervisor at least one (1) week in advance.

**§15.4 Scheduling of days.**

- (a) Employees will make every effort to schedule vacation days on days for times other than:
  - (i) The last week of attendance in June and the week immediately following that week.
  - (ii) The first week of student attendance in September and the week immediately preceding that week.
- (b) Vacation time may be taken by an employee so long as coverage is within his/her department is satisfactory and supervisor approval is obtained. Supervisor approval is additionally contingent on vacation usage being equitable to all employees within a department based on prior vacation usage per employee.

**§15.5 Anniversary date.**

- (a) For the purpose of crediting vacation, employees hired between July 1 and December 31 shall be assigned an anniversary date of July 1. Employees hired between January 1 and June 30 shall be assigned an anniversary date of January 1.
- (b) Vacation entitlement shall be credited on an employee's assigned anniversary date each year, but said entitlement may, for administrative record-keeping purposes, be administered on a July 1 through June 30 basis.

**ARTICLE 16 - INSURANCE**

**§16.1 District provided coverage • district contribution.**

- (a) The District will provide health insurance through the Excellus Blue Cross PPO Signature Co-pay 1 Plan (hereinafter called the "Plan") or the Excellus Blue Cross Signature Deductible 3 Plan, whichever is selected by the employee. Should an employee elect to participate in the Excellus Blue Cross Signature Deductible 3 Plan option, he/she should provide notice of the same during the open enrollment window. If the Excellus Blue Cross Signature Deductible 3 Plan is selected by an employee, and HRA account will be established to fund the cost of the deductible (\$1,500/\$3,000 based on a plan participation) (See Section 26.12). Employees may enroll under either the family plan coverage or the individual plan coverage.

(b) The employee will pay the following premium equivalent based on hire date with the District:

Hire Date	Employee Contribution effective July 1 <sup>st</sup> , 2022	Employee Contribution effective July 1 <sup>st</sup> , 2023
Hired on/before June 30 <sup>th</sup> , 2006	13% of premium or not to exceed 14.5% of his/her annualized salary	14% of premium or not to exceed 16% of his/her annualized salary
Hired on/before July 1 <sup>st</sup> , 2006, through to/including June 30 <sup>th</sup> , 2012	13%	14%
Hired on/after July 1 <sup>st</sup> , 2012	16%	17%

(c) **Eligibility.** It is understood that those employees who work twenty (20) hours or more-per week for a minimum of forty (40) school calendar shall be covered by the health insurance plan.

**§16.2 Plan Document and Administrative Manual.** The Plan Document and the Administrative Manual are hereby incorporated by reference. In the event the Plan Document and the Administrative Manual conflict with specific provisions of this contract, it is understood and agreed that the contract provisions shall prevail and control.

**§16.3 Confidentiality.** All data obtained by the Plan Administrator with respect to insurance claims shall be considered confidential and shall be made available to persons involved or connected with the Plan strictly on a need-to-know basis and such data shall be utilized for no other purpose than is necessary for the administration of the Plan and the payment of claims. No data with respect to an employee's insurance claim shall be released to a third party without the expressed, written consent of the employee affected. No health data obtained by the Plan may be used to discipline or dismiss an employee.

**§16.4 Continuation of coverage.** An employee who leaves the employment of the District, other than an employee who retires, or an employee whose services are terminated, shall be offered the right of conversion for health insurance coverage, regardless of insurability, at full cost and expense of the employee. If an employee or the District is unable to obtain coverage, the employee may continue to participate in the Plan at his own expense, in which case the District may require proof of rejection of insurance. If a former employee is offered health insurance, including coverage for pre-existing conditions, but chooses not to purchase same, the Plan shall not be obligated to provide coverage. The Plan will accept responsibility for the coverage of a pre-existing condition until the conversion plan coverage for said condition shall apply. All conversion rights that are extended to employees will also be extended to dependents.

**§16.5 Effective date of coverage.** For new employees, coverage under the Plan shall be automatic and will become effective on the first day of the month following the month in which he applies, unless the employee declines coverage in writing. A waiver of coverage shall be filed in the employee's personnel file. The employee will not be eligible again for enrollment until the open enrollment period each May. However, the employee shall be eligible to enroll for full coverage at any time in the future should their coverage currently placed elsewhere terminate due to a qualifying reason. An employee may reconsider and join the Plan during a subsequent open enrollment period by notifying the employer, in writing, of his desire for coverage.

**§16.6 Coverage after termination.** No health insurance will be provided beyond the employee's date of termination except as provided in §16.4 above or as required by Law.

**§16.7 Employees on leave.** An employee who is on unpaid leave because of unauthorized absence from duty, exhausting sick leave, educational, adoption or paternal leave, or extended leave, shall not receive any health insurance benefits unless the employee makes arrangements with the business office for full payment of his premium unless otherwise entitled to such benefits under the federal Family and Medical Leave Act.

**§16.8 Coordination of benefits.** Since it is not intended that any employee or dependent receive greater benefits than the actual medical or hospital expenses incurred, the amount of benefits payable under the plan will take into account any coverage the employee or his family members have under other "plans," that is, the benefits under this plan will be coordinated with the benefits of other "plans."

**§16.9 Survivor's coverage.** It is understood that the unremarried spouse and dependent children of an employee or retired employee who is deceased are entitled (subject to the limitations and conditions of the plan) to continue coverage provided that the survivor(s) pay the full cost of the coverage.

**§16.10 Retiree's coverage.**

(a) The District shall provide health insurance coverage during retirement years (either individual or family coverage prior to Medicare eligibility or a Medicare advantage plan once Medicare eligible) for an employee who retires from the employment of the District into the NYSLERS or TRS system if: (1) the employee has had at least ten (10) years of service, not necessarily continuous, with the District, or if the employee was hired after June 30, 2012, who retires from the employment of the District with at least fifteen (15) years of service; (2) if the employee is eligible for a pension from the New York State and Local Employees' Retirement System (NYSLERS) or the New York State Teachers' Retirement System (NYSTRS); and (3) if the employee was entitled to health insurance coverage paid for by the District during the employee's years of employment. Such retired employees will be entitled to the same health insurance plan as that provided for the active employees. Effective July 1, 2005, retiring employees will pay the same monthly flat dollar contribution they paid in their final year of employment with the District while covered under the District's health insurance plan. For employees who retire after July 1, 2006, a newly retired employee's flat-dollar health insurance contribution shall be increased by the cost of living percentage adjustment issued by the NYSLERS each year. In the event that the cost for the premium is less than the flat-dollar amount,

with the increase for the cost of living adjustment, the employee shall pay the lesser amount. Retirees who retired on or after July 1, 2005, who change from a family to an individual plan will have their flat-dollar health insurance contribution recalculated so that it is the product of the current active employee contribution times the individual plan premium in the year the retiree makes such a change in coverage. Such retirees who are eligible and elect to return to family coverage will have their flat-dollar health insurance contribution recalculated so that it is the product of the current active employee contribution times the family plan premium in the year the retiree makes such a change in coverage. After a recalculation in retiree contribution occurs, such retirees will be required to pay the same flat-dollar contribution in retirement plus the cost of COLA issued by the ERS each year thereafter to maintain coverage. Employees hired after June 30, 2012, will pay the same percentage health insurance contribution in retirement as active employees, with such rate changing when and if the rate for active employees changes.

(b) If the employee does not meet these requirements, it shall be considered that the employee has resigned rather than retired. In the case of resignation, the employee shall have conversion privileges only under §16.4 of this Agreement.

(c) Employees who have qualified for Social Security disability payments or who have qualified for disability retirement under the New York State Employees' Retirement System and who have at least ten (10) years of service with the District, will be considered to be retired for health insurance purposes, regardless of age, in full satisfaction of §16.11(a) above.

(d) Any retired employee who becomes Medicare eligible shall receive health insurance coverage benefits through a Medicare Advantage plan when first eligible.

#### **§16.11 Payment in lieu of coverage.**

(a) An employee eligible for health care coverage who elects not to participate in the Plan shall receive an annual payment of seven hundred fifty dollars (\$750) in lieu of individual coverage or two thousand five hundred dollars (\$2,500) in lieu of family coverage, provided that the employee completes a waiver of health care coverage form and supplies the District with proof of health care coverage in any plan for which the District does not directly pay the premium. Payments made pursuant to the provisions of this paragraph shall be subject to all mandatory local, state and federal taxes.

(b) The payment shall be made at the end of the work year in the form of a voucher, with said payment to be in lieu of insurance.

(c) An employee who terminates his service before the end of the work year shall have his annual payment prorated.

(d) An employee who re-enters the Plan once he has elected to receive the annual payment shall have his payment prorated.

**§16.12 Wellness Benefit for Employees Not Eligible for Health Insurance.** For active employees not eligible to receive health insurance through the District, as set forth in Section 16.9 herein, the District will provide a one-time annual payment of one hundred and 00/100ths dollars (\$100.00) as a wellness benefit for such employees to offset the costs of any gym or fitness club

membership. In order to receive such payment, the employee must submit evidence on or before June 1st each school year indicating that (1) one hundred and 00/100ths dollars (\$100.00) or more was spent by the employee for such membership during the relevant school year and (2) that the employee attended the gym or fitness club on regular basis (attendance at least two times per week). Payment will be made at the end of the school year in the employee's last paycheck.

**§16.13 District Fitness Center Access to Employees.** All employees shall be provided access to utilize the District's fitness facilities, free of charge, during hours as designated by the District. Employee-only access will be provided to employees to access the fitness center upon request.

## **ARTICLE 17 - BEREAVEMENT LEAVE**

### **§17.1 Requirements.**

(a) All employees shall receive three (3) workdays leave with pay, exclusive of weekends and holidays in the event of the death of any of the following members of the immediate family: spouse; parent or guardian; natural, step or adopted child; sibling; mother-in-law or father-in-law; or a member of the employee's household.

(b) All employees shall receive two (2) workdays leave with pay, exclusive of weekends and holidays for the death of other family members as follows: sister-in-law, brother-in-law, niece, nephew, aunt, uncle, grandparent, or grandchild.

(c) The above leave days may not be accumulated from year to year. At the discretion of the Superintendent, additional time may be granted in extenuating circumstances.

(d) Any of the above leave days not taken consecutively will require prior notification whenever possible.

## **ARTICLE 18 - PERSONAL LEAVE**

### **§18.1 Requirements.**

(a) Employees who work less than eleven (11) months (other than new hires) will receive two (2) personal days per year, non-accumulative, with supervisor's approval. Employees who work eleven (11) or twelve (12) months (other than new hires) will receive three (3) personal days per year, non-accumulative, with supervisor's approval. New hires will receive the appropriate number of personal days in their first year if they are hired prior to January 1 (for twelve (12) month employees) or February 1 (for ten (10) month employees). Employees who are hired after these dates will receive one (1) personal day in their first year.

(b) Personal leave may be taken on the day before or the day after a holiday, or personal leave may be used to extend a vacation, only if the employee has received prior written approval from the Superintendent. An employee wishing to use personal leave the day before or the day after a holiday, or the employee who wishes to use personal leave to extend a holiday or vacation, shall submit his request in writing to the Superintendent giving reasons for the use of the leave.

(c) No personal leave may be taken unless twenty-four (24) hours advance notice is given to the immediate supervisor. In emergency cases, notification regarding the reason for personal leave must be submitted to the immediate supervisor after such leave has been taken. Failure to submit a written reason will result in loss of pay.

(d) Personal leave may not be used to gain financial compensation unrelated to District employment.

(e) Personal leave not used in the contractual year shall be added to sick leave accruals up to the maximum allowed. Additionally, employees may roll up to one (1) unused personal leave day from one school year to the next school year for use in the subsequent school year.

### **§18.2 Additional personal leave.**

(a) An employee may convert one (1) sick day each fiscal year to a personal day.

(b) An employee may apply to the Superintendent to convert one (1) additional sick day (beyond that provided by subdivision [a]) for absences of an emergency nature when the employee has exhausted all of his personal days. Such leave will be provided only upon approval of the Superintendent. Any days taken under this provision shall be subtracted from the employee's accumulated sick leave. The term "emergency" is defined as an unforeseen occurrence beyond the employee's control requiring attention.

## **ARTICLE 19 - SICK LEAVE**

### **§19.1 Requirements.**

(a) Employees, other than new hires, assigned to work ten (10), eleven (11), or twelve (12) months will receive eleven (11), eleven (11), or twelve (12) sick leave days per year, respectively. New hires will be granted one (1) day for each full month between their hire date and July 1, next.

(b) Unused sick leave will accumulate to a maximum of one hundred eighty (180) days.

(c) Employees who terminate their employment with the District prior to the end of the school year shall have their sick leave pro-rated to the time worked and any days owed to the District shall be deducted from the final paycheck.

(d) Employees using sick leave on the day immediately preceding or the day immediately following a paid holiday will forfeit the pay for that holiday unless they provide the District with a physician's statement verifying illness for the day of absence. A physician's statement verifying illness may be waived at the discretion of the Superintendent.

### **§19.2 Accrued sick leave.**

(a) Any employee who has reached the maximum sick leave accumulation allowed shall not receive any notice of additional days until the employee has used sufficient sick leave to

reduce his accumulation below the maximum accumulation amount. The maximum may not be exceeded, but as soon as an employee's sick leave accumulation falls below the maximum accumulation amount, he may continue to accumulate as before. An employee who has unused sick days over the maximum accumulation amount at the end of the fiscal year will be paid fifteen dollars (\$15) for such days over the accumulation limit.

(b) Employees who are eligible for retiree health insurance will have accrued sick leave at the time of retirement converted to a dollar value based on the number of days accumulated. At retirement, if an employee has accumulated between one (1) and one hundred (100) sick days, the employee shall receive a credit equal to Thirty-Five Dollars (\$35.00) for each accumulated sick day. Upon retirement, if an employee has accumulated between one hundred one (101) and one hundred fifty (150) sick days, the employee shall receive a credit equal to Forty Dollars (\$40.00) for each accumulated sick day. At retirement, if an employee has accumulated between one hundred fifty-one (151) and one hundred eighty (180) sick days, the employee shall receive a credit equal to Fifty Dollars (\$50.00) for each accumulated sick day. The credit for unused sick days shall be used to offset the retiree's share of health insurance premiums until said credit is exhausted.

Employees who are not eligible for health insurance pursuant to Section 16.9 or opt out of health insurance pursuant to Section 16.12 will be entitled to have an amount equivalent to the number of accrued and unused sick leave days multiplied by the values set forth in this section herein, reduced based on his/her respective FTE status (e.g. .5 FTE status will have the values stated above reduced to 50% of what is stated) placed in the employee's 403-b account upon retirement.

(c) If an employee retires from the District and has days which have been borrowed from the sick leave bank which still remain unpaid, he/she shall receive a credit from the District for health insurance of twenty and 00/100ths dollars (\$20.00) per unused sick leave day. No days will be reimbursed to the sick leave bank upon such employee's retirement.

(d) The Superintendent may request from any employee who is absent in excess of three (3) consecutive workdays a doctor's certificate setting forth the identity of the patient, the nature of the illness involved, and the need for the absence of the employee in order for the employee to be eligible for sick leave with pay for such absence. The filing of any willfully false statement by an employee shall be considered by the Board as grounds for disciplinary action in such form and manner as the Board may deem advisable.

(e) Sick leave is to be granted only for personal illness or disability for which an employee does not receive Workers' Compensation, except as provided in §11.1, or District-provided disability insurance benefits. Sick leave may be used during the required waiting periods for Workers' Compensation or District-provided disability insurance benefits. An employee may be given time off without loss, but chargeable to sick leave, for serious illness in the immediate family; e.g., husband, wife, son, daughter, and parents.

(f) If an employee becomes disabled either by sickness or accident and if medical prognosis indicates that the employee will be permanently disabled during this period of accrued sick leave, the District shall have the right to request in writing that the employee submit to a medical examination and make available all medical records to a physician of its own choosing. If the employee is determined by the District's approved physician to be permanently disabled, the employee shall within five (5) calendar days of such determination, commence to process the

necessary action to exercise and obtain his rights to disability retirement. The employee shall have sixty (60) calendar days from the date of such determination to process to completion his eligibility for retirement. Upon acceptance of the employee for retirement, the District shall be notified in writing of said acceptance. The employee shall upon the receipt of the first retirement or disability payment, notify the District of said payment and upon notice to the District shall be terminated as an employee and taken off the payroll and not allowed to use any more accumulated sick days.

(g) Failure to comply with any of the above provisions will result in the immediate termination of the employee, and discontinuance of all benefits.

## **ARTICLE 20 - SICK LEAVE BANK**

**§20.1 Bank established.** The District shall maintain a sick leave bank as follows:

- (a) All employees are required to belong to the sick leave bank.
- (b) Each newly hired employee will have one (1) of his annual sick leave day allotment credited to the sick leave bank upon hire.
- (c) The bank will be maintained at a minimum level of seventy-five (75) days at all times.
- (d) Whenever days are taken from employees' sick leave to replenish the bank, a notice will be sent to each employee.
- (e) A sick leave bank committee will review and act upon requests for days from the bank.

**§20.2 Committee rules and procedures.**

(a) The sick leave bank committee will be composed of three (3) members appointed by the Association. The sick leave bank committee shall notify employees of the committee composition by October 1 of each year. Decisions of the committee are not grievable under Article 12 of this Agreement. The Association shall indemnify and hold the District harmless against all claims, demands, suits and liabilities of whatever nature arising out of the operation of the sick bank and determinations of the sick bank committee.

(b) No employee will be entitled to apply for days from the bank unless he has exhausted his sick leave and vacation entitlement. Days granted from the bank will be granted for long-term illness. In addition, the following guidelines will apply:

- (1) Requests for the use of days may be submitted to any member of the committee.
- (2) An employee may apply for a maximum of thirty (30) days at any one time.

(3) If the employee is off work due to an injury for which he/she is receiving Workers' Compensation benefits, the employee may only be granted a total of twelve (12) weeks from the sick bank subsequent to the twelve (12) week period under the FMLA leave provided under Section 11.2 of this Agreement.

(4) If an employee knows that he will need sick leave days for an illness or injury, he may apply in advance for the days. In all other cases, the application will be made following the absence with a retroactive application.

(5) The committee requires acceptable medical evidence from any employee applying for days from the bank.

(6) The committee will determine when additional days are to be taken from employees' sick leave to replenish the bank as well as the equitable method of sick days to be charged to each employee.

(c) Sick bank leave may not be used to gain financial compensation unrelated to District employment.

(d) Repayment of days. Any days borrowed on or after July 1, 2018 shall be repaid at the rate of three (3) days per year. This repayment shall automatically occur each year when the member first receives his/her new annual sick leave allotment. If the member leaves the employment of the District as a result of death, disability retirement, or reductions in force, they shall not be required to repay any remaining days borrowed from the bank.

## **ARTICLE 21 - JURY DUTY/COURT APPEARANCE**

**§21.1 Requirements.** Employees who are required to make court appearances or who are serving on jury duty shall be given leave with pay. Such employee shall reimburse the District any jury duty pay, less meal and travel allowance, as soon as received by the employee. The use of this leave will be limited to twice per year for non-district related family court appearances.

## **ARTICLE 22 - UNPAID LEAVE**

**§22.1 Extended leave.** After having exhausted all his/her accrued leave time, an employee wishing to take an unpaid leave of absence for an extended period (i.e., two [2] weeks or more) will submit his request for such leave to the Superintendent who will review such request/gather information, and who shall take such request to the Board of Education for consideration of granting or denying such leave request.

### **§22.2 Short-term leave.**

(a) Except in an emergency situation, requests for unpaid leave for periods up to two (2) weeks must be submitted to the Superintendent no later than two (2) weeks prior to the date(s) requested.

(b) Except in an emergency situation, no employee will be granted more than two (2) requests per fiscal year for short-term unpaid leaves.

(c) The granting of short-term unpaid leave requests will be at the sole discretion of the Superintendent.

## **ARTICLE 23 - PARENTAL LEAVE**

**§23.1 Duration • accrual of benefits.** An employee will be entitled, upon request, to a parental leave at the discretion of the Board of Education. The unpaid leave will be for a period of up to one (1) year for an employee who has recently adopted a child, or upon the birth of a child. During the unpaid leave the employee will retain all seniority and leave benefits previously accrued, but will not accrue any additional service time or leave benefits. Employees eligible for Family and Medical Leave will have their leave charged as required by federal or state law. Such employees will be eligible for the FMLA's requirement that the District continue its share of the health insurance premium for up to twelve (12) weeks. Employees who are not eligible for FMLA leave have the option to continue health insurance by paying the full premium.

## **ARTICLE 24 - RETIREMENT**

**§24.1 Retirement plan.** The Retirement Plan provided by the District for employees in the New York State and Local Employees' Retirement System shall be Option 75-i and 41-j. Teaching assistants will be members of the New York State Teachers' Retirement System.

## **ARTICLE 25 - VACANCIES**

### **§25.1 Posting vacancies.**

(a) When any job opening occurs in any given work classification, said opening will be posted in areas frequented by employees.

(b) Each posting will include the title of the position(s) to be filled, the job location and a brief description of the duties to be performed.

(c) A copy of each posting will be provided to the Association President.

**§25.2 Consideration for position.** Current bargaining unit applicants will be given consideration along with any outside applicants.

## **ARTICLE 26 - SALARY AND ADDITIONAL COMPENSATION**

### **§26.1 Salary.** Salary will be determined as follows:

(a) The salary schedule for the 2022-2023 and 2023-2024 school years are found in Appendix A attached hereto.

(b) Employees whose credited service corresponds to that specified in the salary schedule(s) will be placed on the step on the appropriate schedule (Appendix A) in accordance with their years of credited service. Each employee will advance one (1) step each year until he/she reaches the top step of his/her respective schedule.

(c) If the employees' assigned credited service is such that it exceeds years of service (step) specified in the salary schedule for his/her position, the employee's hourly rate will be determined as follows:

(1) Effective July 1<sup>st</sup>, 2022, each Association member will receive an additional \$.90 per hour added to his/her adjusted 2021-22 hourly wage, excluding longevity.

(2) Effective July 1<sup>st</sup>, 2023, each Association member will receive an additional \$.70 per hour added to his/her 2022-23 hourly wage (or a minimum of three percent (3%), whichever is greater), excluding longevity.

### **§26.2 Salary placement for newly hired employee.**

(a) A twelve (12) month employee who commences work between July 1 and December 31 shall advance one (1) step on the appropriate salary schedule on July 1 of the next succeeding fiscal year in which he was hired.

(b) A twelve (12) month employee who commences work between January 1 and June 30 shall advance one (1) step on the appropriate salary schedule on July 1 of the second fiscal year next succeeding the fiscal year in which he was hired.

(c) An eleven (11) month employee who works at least twenty-four (24) of the forty-eight (48) workweeks in the fiscal year in which he was hired shall advance one (1) step in the appropriate salary schedule on July 1 of the next succeeding fiscal year in which he was hired.

(d) An eleven (11) month employee who works fewer than twenty-four (24) of the forty-eight (48) workweeks in the fiscal year in which he was hired shall advance one (1) step on the appropriate salary schedule on July 1 of the second fiscal year next succeeding the fiscal year in which he was hired.

(e) A ten (10) month employee who starts work between July 1 and January 31 shall advance one (1) step on the appropriate salary schedule on July 1 of the fiscal year next succeeding the fiscal year in which he was hired.

(f) A ten (10) month employee who starts work between February 1 and June 30 shall advance one (1) step on the appropriate salary schedule on July 1 of the second fiscal year next succeeding the fiscal year in which he was hired.

(g) The revised salary schedule (Appendix A) is attached hereto and incorporates the modification that each title will contain a uniform number of seven (7) steps.

**§26.3 Longevity.** In addition to the compensation provided for above, all employees who have completed at least five (5) years or more of service will receive a longevity payment as follows:

(a) Phase I longevity:

Effective July 1<sup>st</sup>, 2022, an employee will be paid a longevity stipend (non-compounding, annual payment) upon completion of five (5) years of continuous service with the

District. Such longevity stipend will be paid to the employee based on the formula in §26.4. Such Phase 1 longevity payment shall no longer be made once an employee has completed ten (10) years of service with the District, as Phase 11 longevity shall then apply.

After five (5) years: Two-hundred fifty dollars (\$250).

*Retroactivity provision: Effective July 1<sup>st</sup>, 2022, any continuing employee who has completed at least five (5) years and up to ten (10) years of continuous service with the District shall be eligible for the longevity stipend (non-compounding, annual payment), specified above.*

(b) Phase II longevity:

Effective July 1<sup>st</sup>, 2022, and employee will be paid a longevity stipend once he/she has completed ten (10) years or more of continuing service with the District. Additional longevity stipends will also be paid upon completion of fifteen (15) years or more of service and twenty-five (25) years or more of continuous service. The actual longevity stipend paid to an employee will be determined by the formula in §26.4 below and the following longevity base:

After ten (10) years: Seven hundred twenty-five dollars (\$725).

After fifteen (15) years: Seven hundred twenty-five dollars (\$725).

After twenty-five (25) years: Seven hundred twenty-five dollars (\$725).

**§26.4 Longevity • formula.** The following formulas will be used to determine the amount of longevity to which the employee is entitled.

(a) Ten (10) month employee.

$$\frac{\text{number of weeks worked}}{40} \times \frac{\text{number hours/day}}{8} \times \text{longevity base}$$

(b) Eleven (11) month employee.

$$\frac{\text{number of weeks worked}}{44} \times \frac{\text{number hours/day}}{8} \times \text{longevity base} \times 1.1$$

(c) Eleven and one-half (11.5) month employee.

$$\frac{\text{number of weeks worked}}{48} \times \frac{\text{number hours/day}}{8} \times \text{longevity base} \times 1.15$$

(d) Twelve (12) month employee.

$$\frac{\text{number of weeks worked}}{52} \times \frac{\text{number hours/day}}{8} \times \text{longevity base} \times 1.2$$

**§26.5 Longevity payments.** Longevity payments, as specified above, shall be implemented with each employee's commencement of his sixth year, eleventh year, sixteenth year and twenty-sixth year of service, effective on his anniversary date.

**§26.6 Pay period options and direct deposit.** Both ten (10) and eleven (11) month employees shall have the option of choosing either a twenty-one (21) or twenty-six (26) pay period schedule. Twelve (12) month employees will receive twenty-seven (27) pays. All pay shall be direct deposited into a bank account(s) designated by the employee in writing.

**§26.7 Overtime.** Overtime must be authorized in advance by the employee's immediate supervisor. Except as provided for below, payment for overtime will conform to the requirements of the Fair Labor Standards Act.

(a) If an employee has worked during a work week which includes a holiday and/or any pre-approved vacation leave, without using any other paid leave during that week, and is called in to work additional hours, then the holiday and/or pre-approved vacation leave shall be counted as hours worked for purposes of calculating overtime payment. This calculation shall only apply to maintenance staff and bus mechanics.

(b) If mandatory overtime becomes necessary, the following process shall apply. In the event that all full-time custodial employees refuse the additional work, the District will fill the assignments by the following process:

(1) The District will contact qualified employees who have previously volunteered for additional work.

(2) If all such employees in §26.7(b)(1) refuse the additional work, the District will contact qualified substitute cleaning employees.

(3) If all such employees in §26.7(b)(1) and (b)(2) refuse the additional work, the District will assign the additional work to full-time custodial employees based upon least seniority.

**§26.8 Out-of-title work.**

(a) An employee who works out-of-title in a position carrying a higher rate of pay shall be paid at such higher hourly rate only when such work is:

(1) Assigned to the employee by a supervisor for a specific period of time;  
and

(2) The employee performing the out-of-title work assumes all of the job responsibilities of the higher paid title during the assigned time.

(b) An employee who works out-of-title in a position which pays a lesser hourly rate will be paid at his/her regular rate of pay.

**§26.9 Field trips.** An employee who is working on an extra trip shall be paid an additional ten dollars (\$10.00) for working an entire 11:00 a.m. to 1:00 p.m. time period and an

additional fifteen dollars (\$15.00) for working the entire 5:00 p.m. to 7:00 p.m. time period as a meal reimbursement. Such amount shall be added to the employee's pay for the applicable pay period when receipts indicating such meals have been purchased have been submitted to the District.

**§26.10 Working with asbestos.** Those employees who have been certified to work with asbestos materials shall have their hourly rate increased by one dollar (\$1.00) per hour during those times when they are working with such hazardous materials.

**§26.11 Emergency situations.**

(a) In the event of an emergency or a "break in" in a school, any employee called to investigate the situation shall be accompanied by either a police officer or another employee. The employee will refuse to enter the school unless this protection is provided.

(b) A minimum of two (2) hours pay shall be paid to any employee who is called to investigate an emergency.

(c) A substitute supervisor shall be designated to be responsible for emergencies in the absence of the building supervisor.

**§26.12 Flexible benefit plan (§125 accounts) and Health Reimbursement Accounts.**

(a) The District shall establish a qualified IRC Section 125 Flexible Benefit Plan subject to the following:

(i) Participation in the Plan shall be voluntary.

(ii) Each participant may elect an annual salary deferral for an amount selected by the employee.

(iii) The Plan Administrator and the qualified uses for the Plan will be jointly agreed to by the parties.

(iv) All costs for the administration of the Plan will be borne by the District.

(v) The parties agree that at the end of each Plan year any remaining balance in the Plan will revert to the District.

(vi) The District will make an annual contribution to the account of employees receiving health care coverage based on their election of District-provided health care coverage in the following amounts:

<b>Plan</b>	<b>District Contribution</b>
Single Plan	Two Hundred Fifty Dollars (\$250.00)
Employee + Child/ren Plan	Two Hundred Seventy-Five Dollars (\$275.00)
Employee + Spouse Plan	Two Hundred Seventy-Five Dollars (\$275.00)
Family Plan	Three Hundred Dollars (\$300.00)

(b) Health Reimbursement Arrangement for High Deductible Health Plan participants. The District shall establish a Health Reimbursement Arrangement account (“HRA”) for all employees participating in the High Deductible Health Plan and is subject to the following:

(i) The District will select a third-party administrator (TPA) who will establish all rules regarding reimbursement for IRS qualifying expenses and use of HRA funds. The TPA will issue debit cards to employees for payment of unreimbursed medical expenses paid or incurred within the operative fiscal year for such expenses.

(ii) Unexpended funds in an HRA account shall revert back to the District at the end of the Plan year.

(iii) Unexpended funds in an HRA account, if and when an employee separates with the District, for any reason, will revert back to the District.

(iv) The District intends to fund the applicable high deductible payable by employees who participate in the High Deductible Health Plan. The District will fund the HRA accounts of employees participating in the High Deductible Health Plan as follows:

<b>Plan</b>	<b>District Contribution</b>
High Deductible Single Plan	Fifteen Hundred Dollars (\$1,500)
High Deductible Employee + Child/ren Plan	Three Thousand Dollars (\$3,000)
High Deductible Employee + Spouse Plan	Three Thousand Dollars (\$3,000)
High Deductible Family Plan	Three Thousand Dollars (\$3,000)

**§26.13 Reimbursement for Bus Driver’s CDL.** Beginning on July 1, 2018, newly hired employees will be reimbursed the cost of their CDL – Class B License with passenger endorsement, if their employment requires its use. This reimbursement requires the new driver to make a three (3) year employment commitment to the District. If the employee voluntarily leaves the employment of the District prior to meeting the three (3) year requirement, the District will withhold the pro-rated share of the reimbursement from the final paycheck earned by the driver. Existing employees will be reimbursed the cost of their CDL – Class B License with passenger endorsement renewal if their employment with the District requires its use. Said reimbursement will be made within thirty (30) days of submission of proof of payment and will begin with any renewed licenses on and after July 1, 2018.

**§26.14 Voluntary transfers.** Any employee who desires a change of position shall apply to be considered for the position with the District. If such employee is hired in the new position and completes the transfer or reassignment, the employee will receive pay for the new position commensurate with experience in such position and not based on seniority with the District in a different position/title.

**§26.15 Teaching Assistants as Substitute Teachers.** Teaching Assistants that work the equivalent of fifteen (15) school days (in whole or half day increments) as a substitute teacher shall be paid a one-time stipend of two hundred fifty and 00/100ths dollars (\$250.00) annually.

## **ARTICLE 27 - CONTINUOUS EMPLOYMENT**

**§27.1 Employment continued summer and holidays.** All bus drivers and other employees performing regular annual services, but less than twelve (12) months continuous service yearly, shall be deemed to have continuous employment despite the lack of usual service during a customary school vacation or holiday recess and this contract does hereby continue, during the period hereof and for three (3) months after its expiration, such employment immediately following such vacation periods or holiday recess. The parties hereto agree that this Agreement constitutes compliance with Section 590 of the Labor Law as amended by the Laws of 1977.

## **ARTICLE 28 - SUMMER EMPLOYMENT**

**§28.1 Bargaining unit work.** Transportation of students involved in the twelve (12) month educational program established by Education Law and subject to the Commissioner's Regulations Part 200 shall be considered to be bargaining unit work. In connection with the transportation of these students, the following shall apply.

### **§28.2 Notification of opening.**

(a) As soon as possible after it has been determined that such positions shall be offered during a summer, the District shall have all positions posted to enable employees to apply. Posting of the positions shall be done in such a manner so as to ensure that all employees qualified to fill the positions will be able to apply in a timely manner.

(b) The posting shall include the specific requirements for the positions, to include necessary licenses.

(c) In order to be considered to be qualified for such positions, an employee must apply for a position that is the same as his regular ten (10) month assignment and have the necessary licenses or qualifications to comply with any State regulations. The District, at its option, may require that applicants have prior experience working with students with disabilities.

(d) Appointments will be made based on seniority from a list of those who have applied and who are available for the entire summer term. Bus Drivers are able to share work during the summer by dividing the driving duties required for one (1) summer term by advising the District in advance. The information provided to the District shall include who will share summer work and how the work will be divided so that payroll has required information and the District can ensure that the summer work will be covered. Bus drivers agreeing to share such work must be available during the timeframes (whole or partial term) committed to. Any shared summer term work will be considered assigned work for the purposes of security.

(e) If fewer qualified employees (see §28.2[c]) apply for positions than those available, the District may fill remaining positions from outside the bargaining unit. In this event, the Association shall be notified.

**§28.3 Terms and conditions of employment.**

- (a) Except as otherwise provided herein, all terms and conditions of the existing agreement shall apply to those employees employed in this program.
- (b) For purposes of entitlement to sick leave, employees working in this program shall be entitled to one (1) additional day.
- (c) Each employee working in the program shall receive an hourly wage.
- (d) Each non-unit employee hired in accordance with §28.2(e) shall be paid in accordance with the salary schedules in effect.

**ARTICLE 29 – EDUCATION AND TRAINING**

**§29.1 Training.** On or before the first day of student attendance each school year, all teacher aides and teaching assistants will be required to attend up to five (5) hours of training in working with physically disabled students; e.g., wheel chair-bound, mobility impaired or physically challenged. Aides or teaching assistants who attend this training will receive their hourly rate of pay.

**§29.2 Additional training.** An aide or teaching assistant who is assigned to work with a student who has been identified as being a student with disability may request additional training.

**§29.3 Additional training.** The District will provide training on topics/subjects that are germane to respective titles, with employee input regarding the same, for all employees. These opportunities may include, but are not limited to, training in the areas of first aid, CPR, and AED, addressing the special needs of students with disabilities, and topics germane to specific job titles. If the training is offered outside of the regular work hours, employees shall be paid their regularly hourly rate. Trainings scheduled during the work day must be attended or absences must be documented by utilizing accrued time.

**ARTICLE 30 - MISCELLANEOUS**

**§30.1 Zipper clause.** The parties agree that all negotiable items have been discussed during negotiations leading to this Agreement and, therefore, agree that negotiations will not be reopened on any item, whether contained herein or not, during the life of this Agreement.

**§30.2 Savings clause.** If any provision of the Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications will continue in full force and effect.

**§30.3 Section 204-a of the Public Employees’ Fair Employment Act.** 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.

**§30.4 Notice of resignation.** To resign in good standing, an employee must give the District at least ten (10) working days prior written notice. A teaching assistant must give the District at least thirty (30) calendar days' prior written notice. An employee who fails to comply with the required advance notification may be denied re-employment with the District.

**§30.5 Site based decision making • school improvement.** The District recognizes Association unit members are important stakeholders in any school improvement planning. The District agrees that Association unit members will be included on any school improvement or shared-decision making teams.

**ARTICLE 31 - SUPERVISION OF CLERICAL PERSONNEL**

**§31.1 Supervisor.** Clerical employees shall be responsible to and under the jurisdiction of the building principal in which the employee works.

**ARTICLE 32 - TEMPORARY EMPLOYEES**

**§32.1 Temporary employee defined.** A temporary employee for purposes of this Agreement will mean an employee who is appointed to replace an employee in an encumbered position. Per diem substitutes are included in this definition.

**§32.2 Not included in bargaining unit.** Temporary employees, as described above, will not be considered to be members of the bargaining unit and as such will not be covered by the terms and conditions set forth herein.

**ARTICLE 33 - DURATION**

**§33.1 Health Insurance Reopener.** Before the end of the 2023-2024 school year, the District and the Association will meet to discuss health insurance plan options and costs associated with the same in the interest of selecting a plan which is cost effective for both parties.

**§33.2 Duration.** The duration of this Agreement shall be for a period to commence July 1, 2022, and to end June 30, 2024.

\_\_\_\_\_  
WITNESS

\_\_\_\_\_  
SUPERINTENDENT OF SCHOOLS

\_\_\_\_\_  
DATE

\_\_\_\_\_  
WITNESS

\_\_\_\_\_  
ASSOCIATION PRESIDENT

\_\_\_\_\_  
DATE

**APPENDIX A – SALARY SCHEDULES**

<b>AIDES</b>			
<b>Step</b>		<b>2022-23</b>	<b>2023-24</b>
<b>1</b>		\$14.90	\$15.55
<b>2</b>		\$14.95	\$15.60
<b>3</b>		\$15.00	\$15.65
<b>4</b>		\$15.05	\$15.70
<b>5</b>		\$15.10	\$15.75
<b>6</b>		\$15.15	\$15.80
<b>7</b>		\$15.20	\$15.85

<b>BUILDING MAINTENANCE MECHANIC</b>			
<b>Step</b>		<b>2022-23</b>	<b>2023-24</b>
<b>1</b>		\$21.60	\$21.97
<b>2</b>		\$21.93	\$22.30
<b>3</b>		\$22.23	\$22.63
<b>4</b>		\$22.53	\$22.93
<b>5</b>		\$22.94	\$23.23
<b>6</b>		\$23.25	\$23.64
<b>7</b>		\$23.59	\$23.95

<b>BUS DRIVER</b>			
<b>Step</b>		<b>2022-23</b>	<b>2023-24</b>
<b>1</b>		\$20.20	\$20.85
<b>2</b>		\$20.25	\$20.90
<b>3</b>		\$20.30	\$20.95
<b>4</b>		\$20.35	\$21.00
<b>5</b>		\$20.40	\$21.05
<b>6</b>		\$20.45	\$21.10
<b>7</b>		\$20.50	\$21.15

<b>BUS MECHANIC</b>			
<b>Step</b>		<b>2022-23</b>	<b>2023-24</b>
<b>1</b>		\$21.11	\$21.21
<b>2</b>		\$21.43	\$21.53
<b>3</b>		\$21.74	\$21.84
<b>4</b>		\$22.06	\$22.16
<b>5</b>		\$21.39	\$22.49
<b>6</b>		\$22.72	\$22.82
<b>7</b>		\$23.00	\$23.10

**APPENDIX A – SALARY SCHEDULES (continued)**

<b>CAFETERIA</b>			
<b>Step</b>		<b>2022-23</b>	<b>2023-24</b>
<b>1</b>		\$14.90	\$15.55
<b>2</b>		\$14.95	\$15.60
<b>3</b>		\$15.00	\$15.65
<b>4</b>		\$15.05	\$15.70
<b>5</b>		\$15.10	\$15.75
<b>6</b>		\$15.15	\$15.80
<b>7</b>		\$15.20	\$15.85

<b>CLEANER</b>			
<b>Step</b>		<b>2022-23</b>	<b>2023-24</b>
<b>1</b>		\$14.90	\$15.55
<b>2</b>		\$14.95	\$15.60
<b>3</b>		\$15.00	\$15.65
<b>4</b>		\$15.05	\$15.70
<b>5</b>		\$15.10	\$15.75
<b>6</b>		\$15.15	\$15.80
<b>7</b>		\$15.20	\$15.85

<b>CLERK TYPIST</b>			
<b>Step</b>		<b>2022-23</b>	<b>2023-24</b>
<b>1</b>		\$15.45	\$16.10
<b>2</b>		\$15.50	\$16.15
<b>3</b>		\$15.55	\$16.20
<b>4</b>		\$15.60	\$16.25
<b>5</b>		\$15.65	\$16.30
<b>6</b>		\$15.70	\$16.35
<b>7</b>		\$15.75	\$16.40

<b>COOK</b>			
<b>Step</b>		<b>2022-23</b>	<b>2023-24</b>
<b>1</b>		\$16.15	\$16.80
<b>2</b>		\$16.20	\$16.85
<b>3</b>		\$16.25	\$16.90
<b>4</b>		\$16.30	\$16.95
<b>5</b>		\$16.35	\$17.00
<b>6</b>		\$16.40	\$17.05
<b>7</b>		\$16.45	\$17.10

**APPENDIX A – SALARY SCHEDULES (continued)**

<b>COURIER</b>			
<b>Step</b>		<b>2022-23</b>	<b>2023-24</b>
<b>1</b>		\$14.90	\$15.55
<b>2</b>		\$14.95	\$15.60
<b>3</b>		\$15.00	\$15.65
<b>4</b>		\$15.05	\$15.70
<b>5</b>		\$15.10	\$15.75
<b>6</b>		\$15.15	\$15.80
<b>7</b>		\$15.20	\$15.85

<b>CUSTODIAN</b>			
<b>Step</b>		<b>2022-23</b>	<b>2022-23</b>
<b>1</b>		\$21.25	\$21.50
<b>2</b>		\$21.50	\$21.95
<b>3</b>		\$21.75	\$22.20
<b>4</b>		\$22.00	\$22.45
<b>5</b>		\$22.25	\$22.70
<b>6</b>		\$22.50	\$22.95
<b>7</b>		\$22.75	\$23.20

<b>LPN</b>			
<b>Step</b>		<b>2022-23</b>	<b>2022-23</b>
<b>1</b>		\$18.39	\$19.49
<b>2</b>		\$18.54	\$19.64
<b>3</b>		\$18.69	\$19.79
<b>4</b>		\$18.84	\$19.94
<b>5</b>		\$18.99	\$20.09

<b>MAINTENANCE</b>			
<b>Step</b>		<b>2022-23</b>	<b>2022-23</b>
<b>1</b>		\$17.67	\$17.77
<b>2</b>		\$17.93	\$18.03
<b>3</b>		\$18.19	\$18.29
<b>4</b>		\$18.46	\$18.56
<b>5</b>		\$18.73	\$18.83
<b>6</b>		\$19.06	\$19.16
<b>7</b>		\$19.40	\$19.50

<b>RN</b>			
<b>Step</b>		<b>2022-23</b>	<b>2022-23</b>
<b>1</b>		\$23.21	\$23.58
<b>2</b>		\$23.54	\$24.91
<b>3</b>		\$23.82	\$24.24
<b>4</b>		\$24.10	\$24.52
<b>5</b>		\$24.39	\$24.80

**APPENDIX A – SALARY SCHEDULES (continued)**

<b>SECRETARY</b>			
<b>Step</b>		<b>2022-23</b>	<b>2022-23</b>
<b>1</b>		\$15.92	\$16.29
<b>2</b>		\$16.25	\$16.62
<b>3</b>		\$16.46	\$16.95
<b>4</b>		\$16.68	\$17.16
<b>5</b>		\$16.91	\$17.38
<b>6</b>		\$17.13	\$17.61
<b>7</b>		\$17.47	\$17.83

<b>SENIOR CLERK TYPIST</b>			
<b>Step</b>		<b>2022-23</b>	<b>2022-23</b>
<b>1</b>		\$16.36	\$16.91
<b>2</b>		\$16.51	\$17.06
<b>3</b>		\$16.66	\$17.21
<b>4</b>		\$16.81	\$17.36
<b>5</b>		\$16.96	\$17.51
<b>6</b>		\$17.11	\$17.66
<b>7</b>		\$17.26	\$17.81

<b>TEACHING ASSISTANT</b>			
<b>Step</b>		<b>2022-23</b>	<b>2022-23</b>
<b>1</b>		\$17.85	\$18.30
<b>2</b>		\$18.10	\$18.55
<b>3</b>		\$18.35	\$18.80
<b>4</b>		\$18.60	\$19.05
<b>5</b>		\$18.85	\$19.30
<b>6</b>		\$19.10	\$19.55
<b>7</b>		\$19.44	\$19.80

**APPENDIX B – GRIEVANCE FORM**

The following grievance is submitted in accordance with the current agreement between the Elmira Heights Central School District and the Elmira Heights Educational Support Staff Association.

- 1. Aggrieved party: \_\_\_\_\_
- 2. Position: \_\_\_\_\_
- 3. Articles violated: \_\_\_\_\_  
\_\_\_\_\_
- 4. Time and date grievance occurred: \_\_\_\_\_
- 5. Place where the alleged events or conditions constituting the grievance existed: \_\_\_\_\_  
\_\_\_\_\_
- 6. If known, the identity of the person or persons responsible for causing such events or conditions:  
\_\_\_\_\_
- 7. General statement of the grievance: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- 8. Redress desired: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
DATE

\_\_\_\_\_  
SIGNATURE OF AGGRIEVED PARTY