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sec/8125

CONTRACTUAL AGREEMENT BETWEEN

**THE BOARD OF EDUCATION
OF THE
VICTOR CENTRAL SCHOOL DISTRICT**

AND

**THE CONFIDENTIAL SUPPORT STAFF UNIT
OF THE
VICTOR CENTRAL SCHOOL DISTRICT**

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**NYS PUBLIC EMPLOYMENT
RELATIONS BOARD**

July 1, 2006 – June 30, 2010

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AGREEMENT

This is an Agreement made effective the 1st day of July 2006 by and between the Board of Education of the Victor Central School District (hereinafter referred to as "Employer") and the Confidential Support Staff Unit of the Victor Central School District (hereinafter referred to as "CSS"). The CSS shall include Payroll Clerk, Accounts Payable Clerk, Secretary to the School Business Administrator, Secretary to the Assistant Superintendent for Curriculum and Instruction, Secretary to the Director of Human Resources, and Secretary to the Director of Pupil Personnel Services.

PURPOSE AND INTENT

The general purpose of the Agreement is to set forth terms and conditions of employment for the mutual interest of the Employer, and the CSS.

To these ends the Employer and the CSS encourage to the fullest degree friendly and cooperative relations between the respective representatives at all levels and among all employees.

ARTICLE I

PROBATIONARY, TEMPORARY EMPLOYEES AND DEFINITION OF EMPLOYEES

- 1.1 A new employee shall obtain seniority after the successful completion of the probationary period specified in Paragraph 27.6(a) of this Agreement.
- 1.2 Temporary employees shall not be eligible for fringe benefits or accumulate seniority and shall not be members of the bargaining unit.
- 1.3 "Permanent Full-Time Employee" is one who works on a twelve (12) month basis for at least forty (40) hours a week, with the work week defined in Article X.

ARTICLE II

RECOGNITION

- 2.1 The employer hereby recognizes the CSS as the sole and exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment for the term of this agreement of permanent employees of the Employer occupying the job classifications described in Paragraph 1 of this Agreement.

ARTICLE III

AID TO OTHER LABOR ORGANIZATIONS

- 3.1 The Employer will not aid, promote or finance any labor group or organization which purports to engage in collective bargaining or make any agreement with any such group or organization for the purpose of undermining the CSS.

ARTICLE IV

NO-STRIKE PLEDGE

- 4.1 Pursuant to Section 207(3)(b) of Article 14 of the New York State Civil Service Law, the CSS affirms that it does not assert the right to strike against any government, to assist or participate in any such strike, or to impose an obligation to conduct, assist or participate in such a strike.

ARTICLE V

RIGHTS OF EMPLOYER

- 5.1 The CSS recognizes that all of the functions, rights, powers, responsibilities and authority of the Employer in regard to the operation of its school district and the direction of its work force which the Employer has not specifically abridged, deleted, delegated, granted or modified by this Agreement are, and shall remain, exclusively those of the Employer.
- 5.2 Not by way of limitation of the foregoing clause, the Employer retains the right and responsibility, subject always to the terms of this Agreement to (1) hire, discharge, transfer, suspend and discipline employees; 2) to determine the number of employees required to be employed, laid off or discharged; 3) determine the qualifications of employees including those qualifications as from time to time may be set by any State or Federal regulatory agency; 4) determine the starting and quitting time and the reasonable number of hours to be worked by its employees; 5) make any and all reasonable rules and regulations; 6) determine the work assignments of its employees; 7) determine the basis for selection, retention and promotion of employees to or for occupations not within the bargaining unit established by this Agreement; 8) determine the type of equipment and the sequence of work processes; 9) determine to make technological alterations by revising either processes of equipment, or both; 10) determine work standards and quality and quantity of work to be produced 11) select and locate facilities; 12) establish, expand, transfer and/or consolidate work processes and facilities; 13) transfer or subcontract work, except that the Employer agrees, upon written request of the CSS, to negotiate with respect to the effect of any decision to subcontract; 14) consolidate, merge, or otherwise transfer any or all of its facilities, property, processes or work with or to any other entity or effect or change in any respect the legal status, management or responsibility of such property, facilities, processes or work; 15) terminate or eliminate all or any part of its work or facilities.

- 5.3 The CSS agrees, in recognition of Management's rights, not to request the Employer to bargain with respect to the foregoing during the term of this Agreement except as otherwise specifically provided for herein, either as to the basic decision or as to the effect of that decision upon wages, hours and other terms and conditions of employment.

ARTICLE VI

RIGHTS OF EMPLOYEES

- 6.1 Employees may join and take an active part in the activities of the CSS without fear of any kind of reprisals from the Employer or its agents.
- 6.2 An employee may bring matters of personal concern to the attention of the appropriate Employer's representative and officials in accordance with applicable laws and rules, and may choose his or her own representative or appear alone in a grievance or appeal proceedings with the exception that the CSS must be permitted entrance to all such proceedings and must be informed immediately of any decision surrounding the case.
- 6.3 Employees shall receive written notice two weeks in advance of a transfer or layoff and shall be advised in writing of the reason for the personnel action.

ARTICLE VII

RIGHTS OF CSS

- 7.1 The CSS shall have the sole and exclusive right to pursue any matter or issue including but not limited to the grievance and appeal procedures in this Agreement and to pursue any matter or issue to any court of competent jurisdiction, whichever is appropriate.
- 7.2 Any employee covered by this Agreement will be allowed access, by appointment with the Superintendent of Schools or his/her designee or the Director of Human Resources and the Department Heads involved, to the Employer's premises and offices at reasonable times and for reasonable purposes and under conditions which will not unduly disrupt or disturb regular work routines.

ARTICLE VIII

GRIEVANCE PROCEDURE

- 8.1 It is the intent of this Article to promote and provide a mutually satisfactory procedure for the settlement of the grievances of employees. The Employer and the CSS agree that the provisions of this Article should be used for a quick and satisfactory settlement of complaints and grievances at the lowest possible level.

- 8.2 "Grievance" shall mean, for purposes of this Agreement, any dispute between the Employer and the CSS, or between the Employer and any employee, concerning the interpretation, application, claim of breach or violation of this Agreement. However, such terms shall not mean or include matters involving an employee's rate of compensation, retirement benefits, or work schedule.
- 8.3 No provision of this Agreement shall be interpreted to require the CSS to represent an employee in any stage of the grievance or appeal stage if the CSS considers the grievance to be without merit or in contradiction of any law or regulation.
- 8.4 The first stage of the procedure shall consist of the employee's presentation of his/her grievance within fifteen (15) working days of the event giving rise to the grievance or the time at which such event reasonably became known to the employee, whichever is later, to his immediate supervisor who shall, to the extent necessary or appropriate, consult with and permit the employee to consult with any of his higher ranking supervisors in direct line below the level of the Director of Human Resources or his/her designated representative. Discussion and resolution of a grievance in the first state shall be on an oral basis. Group grievances should be presented in the first instance to the lowest ranking supervisor common to all employees in the group.
- 8.5 The second stage is the handling of a grievance by the Director of Human Resources. If a grievance is not satisfactorily settled at the first stage, the employee may request a review of the determination thereof by the Director of Human Resources or his/her designated representative. The specific nature of the grievance and the facts relating thereto shall be reduced to writing jointly or severally by the employee and the appropriate supervisor. The Director of Human Resources or his/her designated representative shall make a determination of such grievance within ten (10) working days from the date of the informal hearing, if one is held, and provide a copy of the decision to the grieving party.
- 8.6 If the determination made at the second stage is not satisfactory to the employee, he/she shall make written request for review within five (5) working days from the determination at the second stage and shall file such written request for review with the Superintendent of Schools or his/her designee. The Superintendent of Schools or his/her designee shall, within ten (10) working days of the submission of the grievance at the third stage, make a determination of the grievance.
- 8.7 If the determination made at the third stage is not satisfactory to the employee, he/she shall make written request for review within five (5) working days from the determination at the third stage and shall file such written request for review with the President of the Board of Education. The President of the Board of Education or his/her designated representative shall within ten (10) working days of the submission of the grievance at the fourth stage make a determination of the grievance.

- 8.8 If a satisfactory solution is not reached, the employee shall have the right to submit the grievance to final and binding arbitration within seven (7) working days following completion of the preceding stage, by written notice to the Employer. Following such notice, the Employer and the CSS will request the Federal Mediation and Conciliation Service to forward to the parties the names of five suitable arbitrators available for arbitration, from which the Employer and the CSS shall alternately cross off one name until only one name remains, and such person shall be the arbitrator. The arbitrator shall promptly hear the grievance and render his decision in writing within fifteen (15) days of the date of the hearing. Both parties to this Agreement will share equally the cost of arbitration.
- 8.9 Either party to the grievance shall have the right to have its representatives present at all stages of the grievance procedure. An employee shall have the right to have another member of this bargaining unit present where the employee is interrogated in connection with proposed discipline, outside the formal grievance procedure. An employee and his/her representative shall be allowed such time off from their regular duties as may be necessary and reasonable for the processing of a grievance adopted pursuant to this Agreement and without loss of pay or vacation or other time credits.
- 8.10 This grievance procedure shall be subordinate to disciplinary proceedings provided by Section 75 of the Civil Service Law of the State of New York.

ARTICLE IX

PERMANENT STATUS

- 9.1 All employees covered by this Agreement shall be afforded the protection of Section 75 of the New York State Civil Service Law.
- 9.2 In the event of discharge, suspension without pay, or disciplinary demotion, an employee shall be given upon request, a written slip stating in summary form the reason for the employee's discharge, suspension or disciplinary demotion.

ARTICLE X

WORK WEEK

- 10.1 The work days for employees covered by this Agreement shall be Monday through Friday from 8:00 a.m. to 4:30 p.m., including a 30 minute unpaid lunch period. An optional 8:00 a.m. to 5:00 p.m. work day for those wishing to take a 60 minute lunch period is available. On days when students are not on campus, the work day will be 8:00 a.m. to 4:00 p.m., including a 30 minute unpaid lunch period. The starting and ending times of the work day may be adjusted with the specific written approval of the Director of Human Resources.

- 10.2 All employees shall be paid biweekly on Friday. If Friday should be a holiday, salaries shall be paid on the Thursday preceding such holiday.

ARTICLE XI

WORKING CONDITIONS

- 11.1 The employer shall provide the following extras for all employees:
- a) No leave credits shall be taken in increments of less than one-hour segments.
 - b) The Employer agrees to use its best efforts to notify all employees by 6:15 a.m. if the school is to be closed that day due to snow or other weather emergency. In the event that school is closed because of weather or other emergency condition, all employees will be excused from work and will be paid for that day. No more than two such weather emergency days will be paid annually. During additional weather emergency days, those not reporting may use a vacation day upon notification of his/her supervisor. In the event that Ontario County roads or the campus roads are closed by state or local authorities, employees covered by this Agreement shall be paid for the day without being required to use a vacation day for not reporting to work.
 - c) The employees covered by this Agreement shall receive a written evaluation yearly. The supervisor shall annually meet with the employee to discuss employee performance and the written evaluation. A signed copy of this evaluation shall be placed in the employee's personnel file no later than June 1st of each contract year. If employees covered by this Agreement are in disagreement with any point of this yearly evaluation, they may submit a written addendum to the evaluation and will be filed with said evaluation in the employee's personnel file.
- 11.2 Upon hiring, a new employee will be advised in writing of his or her salary and the means by which such an employee can determine his or her eligibility for benefits and the District Representative(s) with whom to consult concerning questions about such benefits.
- 11.3 A representative of the CSS Unit shall be an active participant in any committee formed by the District for the purpose of interviewing prospective central office administrators for employment with Victor Central School.
- 11.4 Unit members shall have access to their personnel files, after giving appropriate advance notice to the Human Resources Department, and shall have the opportunity to add relevant written comments to the personnel file.
- 11.5 Staff members who work in office environments open to the public will dress in professional office attire. It is understood that office attire during the months of July and August is more casual but still suitable to a public office environment.

ARTICLE XII

CONFERENCES, TUITIONS, AND WORKSHOPS

- 12.1(a) The School District will pay the reasonable and necessary cost of transportation, tuition or registration fees for conferences, workshops or any other job-related educational courses which have been approved by the Superintendent of Schools or his/her designee, at his/her discretion. Written prior approval of such expense will be provided by the District. A member of this unit may enroll in two college, job-related, educational courses per year. Employees will be expected to present reasonable documentation of expenses and/or proof of successful completion of a course with a grade of "C" or better with request for reimbursement.
- 12.1(b) Employees will receive their regular salary for hours of attendance at job-related courses or workshops (including courses for professional advancement) directed by the District, in its discretion (but such paid time shall not be included in the calculation of overtime). All such courses must have prior approval of the Superintendent of Schools or his/her designee.
- 12.2: Employees may seek in-service credit for professional development courses or programs. Such courses/programs must be job-related, recommended by the supervisor and be approved in writing and in advance by the Director of Human Resources.

The employee will receive \$100 upon successful completion of an approved course(s)/program(s) that total twenty (20) hours of seat-time. The rate will increase to \$150 for courses and programs completed after July 1, 2006. Salary increases for in-service credit shall not exceed an aggregate of \$1,500 during the employee's career.

The school district will offer a minimum of three (3) courses annually that are job-related to members of this unit, including courses offered by the Victor Teacher Center. Approved courses completed and submitted for credit by June 30 will receive salary credit on July 1. Approved courses completed and submitted for credit by December 31 will receive salary credit effective January 1.

- 12.3 Effective July 1, 2002, unit members shall be reimbursed for costs associated with maintaining notary public status that serves the interest of the school district.

ARTICLE XIII

SICK LEAVE

- 13.1 All employees covered by this Agreement who have been continuously employed for at least sixty (60) days shall accumulate paid sick leave days at the rate of twelve (12) days per year based upon the employee's normal work day. Any

unused sick leave days may accumulate to a maximum of one hundred eighty (180) days.

- 13.2 Sick leave shall be defined as personal illness or injury of the employee; his/her spouse and children living in the household arising out of or during the course of the employee's employment with the Employer.
- 13.3 The employee shall, in reporting absence for sick leave, communicate to his/her Supervisor or the Director of Human Resources, the nature of the illness and the probable duration of the illness.
- 13.4 The Employer reserves the right at any time to request a doctor's certificate to verify the illness of a staff member who has been absent for five (5) or more consecutive days or when annual sick leave usage exceeds fifteen (15) days before granting sick leave pay.
- 13.5 Any employee covered by this Agreement who has been continuously employed at least sixty (60) days shall be granted up to three (3) working days annually with pay for serious illness involving family members (spouse, son, daughter, parent, grandparents, significant other living in household). These days may accumulate as sick days. The employee's annual allotment shall be credited to his or her record on the first day in each new school year. In the first year of employment, an employee's entitlement to such leave shall be prorated on the basis of the portion of the school year actually worked.

A request for family emergency leave must be made to the employee's supervisor or the Director of Human Resources as soon as possible.

- 13.6 Interim disability insurance will be provided for all employees covered by this Agreement until and if a non-instructional sick bank has been established. At that time, all employees covered by this Agreement will become part of the aforementioned sick bank according to the Letter of Understanding attached to the July 1, 1995-June 30, 1997 contract.

a) Sick Leave Bank. The parties agree that the Non-Instructional Sick Leave Bank will incorporate the following guidelines.

- 1. The Board will maintain a sick leave reserve to aid non-instructional employees who suffer prolonged illness and whose sick leave becomes exhausted during an extended period of illness or disability.
 - a. For each year of this Agreement and in each subsequent year during which the sick leave bank continues in effect, the maximum number of days available in the bank will not exceed approximately 500 days.
 - b. Each employee on initial enrollment in the bank will donate two days of his/her sick leave to the bank and one day each additional year thereafter until there are approximately 500 days, excepting new membership. No more days will be added except by new membership, until the bank is depleted to 250 days. Those employees joining as new members after the date of this contract shall contribute two days the first year of participation and one day each year thereafter until

they reach the maximum given by any one member (i.e., all members of the bank shall give the same number of days over an extended period of time). In the event the bank is depleted to 250 days, members will be required to contribute a like number of additional days. The chairperson of the sick leave bank committee will be responsible for the bookkeeping in cooperation with the Director of Human Resources.

- c. Once in the bank, a member cannot withdraw except in writing to the bargaining unit President and the days contributed would be forfeited. The bargaining unit President will, as soon as possible, notify the district office in writing of any employee withdrawal.
 - d. New participating employees must indicate an interest in the bank and make their contributions by October 1st of each year, or by the 30th day after date of hire or return.
 - e. Only active members of the bank may withdraw days. A member may not withdraw days from the bank until his/her own accumulated sick leave is depleted. In any case, the participant must have been absent because of illness for 15 consecutive school days prior to commencement of the sick leave bank benefits.
 - f. A committee, consisting of two members appointed by the C.S.E.A. President and one member to be appointed by the CSS and two members appointed by the Superintendent, will be responsible for procedure and guidelines to administer the bank.
 - g. The committee may request a written statement of the employee's physical condition from a duly licensed physician.
- b) The District will continue to pay the life insurance premiums currently in effect for all employees covered by this Agreement. Each unit member shall be covered for a face value equal to 1.5 times base annual salary up to a maximum of \$150,000.

ARTICLE XIV

PERSONAL LEAVE

- 14.1 All employees covered by this Agreement shall be eligible for three (3) paid days during any one school year to be used for personal business which cannot be conducted except during the school day. A specific reason for days of personal obligation shall not be required nor requested. It is agreed that personal leave is not to be taken for recreational or vacation purposes or immediately before or after a holiday. Any unused personal days shall accumulate as sick days at the end of the school year.

ARTICLE XV

BEREAVEMENT LEAVE

- 15.1 All employees covered by this Agreement shall be granted up to three (3) working days annually with pay due to the death in his/her immediate family or of a close friend. "Immediate Family" shall be defined as spouse, children, son-in-law, daughter-in-law, parents, parents-in-law, grandparents, grandparents-in-law, significant other actually living in the household, or relatives actually living in the employee's household. A request for family leave must be made to the employee's supervisor or the Director of Human Resources as soon as possible. Additional days may be allowed subject to the discretion of the Superintendent.

ARTICLE XVI

MATERNITY AND CHILD REARING LEAVE

- 16.1 Where, in the opinion of the Employer, the nature of the duties performed may be particularly hazardous or burdensome during pregnancy, this should be pointed out in the letter of appointment and such employees should be urged to advise their supervisors of any pregnancy.
- 16.2 An employee will be allowed to continue working as long as she and her supervisor feel that she can adequately perform her duties if (1) the employee has on file with the Employer a current statement from her physician, in a form satisfactory to the Employer, attesting to her good health and ability to continue the normal duties of her job, and (2) the Employer's physician, if consulted, concurs that such continued employment would not be injurious to her health or likely to result in accidental injury.

Maternity leave shall be granted upon the application of the employee and shall begin when the employee is no longer physically able to perform her job. Such application shall include a statement from the employee's private physician indicating the expected date of delivery. An employee may use, at her option, accrued sick, vacation and person leave credits during the leave. When their credits are exhausted, the leave shall be without pay.

- 16.3 Employees, regardless of sex, are entitled to leave without pay for child care for up to twelve (12) months following the date of delivery.

During a period of leave for child care, employees shall be permitted, upon request, to use vacation and personal leave credits before being granted leave without pay.

- 16.4 An employee returning from leave of absence for maternity or child rearing shall be required to notify the Employer of his/her planned date of return at least three weeks prior thereto.

- 16.5 This article shall apply to parents adopting children under the age of six years, using the provision of Section 3 of this Article.

ARTICLE XVII

LEAVE FOR CIVIL SERVICE EXAMINATIONS

- 17.1 All employees will be allowed time off with pay if they are scheduled to take an Ontario County Civil Service Commission examination for a position within the employment of the Employer, provided the employee has previously notified his/her supervisor, and the examination is only scheduled to be given during working hours, or the enrollment for a Saturday examination has been filled so that the examination cannot be taken outside working hours.

ARTICLE XVIII

LEAVE FOR JURY AND COURT ATTENDANCE

- 18.1 An employee who is on jury duty will be given a leave of absence with pay during the period he/she serves. The amount of jury duty pay received from the County or otherwise shall be paid by the employee to the District, less, however, the amount received by the employee applicable to mileage and/or parking reimbursement.
- 18.2 Leave with pay will be granted pursuant to subpoena or other order of the court requiring an employee to be in attendance.

ARTICLE XIX

LEAVE OF ABSENCE WITHOUT PAY

- 19.1 A leave of absence without pay for reasons other than the above may be granted by the approval of the Superintendent of Schools or his/her designee for any employee, for a period not exceeding twelve (12) months. A request for leave without pay must be made in writing to the employee's supervisor and Director of Human Resources who will then confer with the Superintendent of Schools or his/her designee.
- 19.2(a) An employee shall be granted a leave of absence with pay if he or she is ordered to military duty for a period not exceeding thirty (30) calendar days in any one year as a member of the organized militia or a reserve component.
- 19.2(b) An employee serving active military duty shall be entitled to such leave of absence, reinstatement and other rights as are provided under the New York State Military Law, including but not limited to, Sections 242 and 243 thereof, and the federal Selective Service Act of 1967, as amended.

ARTICLE XX

VACATION

20.1 All employees covered by this Agreement shall earn paid vacation in accordance with the schedule hereinafter set forth.

Continuous Years of Service	Vacation Entitlement
0-2 years	2 weeks
3-5 years	3 weeks
6 years	3 weeks + 1 day
7 years	3 weeks + 2 days
8 years	3 weeks + 3 days
9 years	3 weeks + 4 days
10 – 15 years	4 weeks
16 years	4 weeks + 1 day
17 years	4 weeks + 2 days
18 years	4 weeks + 3 days
19 years	4 weeks + 4 days
20+ years	5 weeks

Employees whose appointments change during the term of this Agreement from 10 to 12 months will accrue vacation based on their pro rata years of service for the District according to the following formula: the sum of years of service multiplied by the number of months of the former appointment, divided by 12.

The maximum vacation for which an employee shall be eligible shall be five (5) weeks.

20.2 Vacation time is to be arranged by mutual agreement between the employee and his/her supervisor or the Director of Human Resources. Vacations may be split and taken in minimums of as little as two (2) hours. If a legal holiday should fall during any vacation week, the extra day allowance may be taken at that time as a continuation of the vacation week, or at any other time with the prior approval of the employee's supervisor.

The Employer will provide an annual report of each employee's accrued vacation, sick, personal, and family emergency leave.

20.3 A vacation year will run from July 1 – June 30. An employee who leaves the Employer more than sixty (60) days prior to the beginning of the vacation year shall not be entitled to vacation pay for the vacation year beginning upon such succeeding date.

20.4 At the time of normal retirement, provided the supervisor or the Director of Human Resources is given written notice at least two (2) weeks prior to the last day of employment, an employee will be paid for unused vacation, if any. No employee who is discharged on account of incompetency or misconduct under this Agreement or under the rules and regulations of the Civil Service Law of the State of New York shall be entitled to compensation for vacation.

- 20.5 In case of the death of an employee, compensation for unused vacation shall be paid to the legal heirs of such employee.

ARTICLE XXI

HOLIDAYS

- 21.1 All employees covered by this Agreement shall receive fourteen (14) paid holidays as follows:

New Years Day and one other day
Dr. Martin Luther King Jr.'s Day
President's Day (exact date determined by the Board of Education)
Good Friday
Memorial Day
Independence Day
Labor Day
Columbus Day
Veterans Day or another day
Thanksgiving and the day after
Christmas Day and one other day

ARTICLE XXII

HEALTH INSURANCE

- 22.1(a) The Employer agrees to continue the hospital/medical insurance plan in effect as of the signing of this Agreement or a comparable insurance plan or plans mutually agreed upon by the District and the Confidential Support Staff Unit. For employees hired into the CSS Unit before July 1, 1999, the Employer agrees to pay 95% of the monthly premium for the District hospitalization/medical and dental insurance for any of the plans offered by the District.
- 22.1(b) For all employees hired into the CSS Unit on or after July 1, 1999, the Employer agrees to pay 90% of the monthly premium for the Blue Choice Select health maintenance plan. When such a unit member elects an alternative plan, the employee will pay the premium difference between the two plans plus 10% of the Blue Choice Select premium.
- 22.1(c) For all employees hired into the CSS unit before July 1, 2003, the Employer agrees to make available the Blue Point Select managed health care plan, with the school district's contribution toward the total premium cost based on 90% of the cost of Blue Choice Select.
- 22.1(d) For all employees hired into the CSS Unit on or after July 1, 2003, the Employer agrees to pay 95% of the monthly premium for the Blue Point Select managed health care plan. When such a unit member elects an

alternative and more costly plan, the employee will pay the premium difference between the two plans plus 5% of the Blue Point Select premium.

- 22.1(e) For all unit members hired into the school district on or before July 1, 2006, the school district will contribute 100% of the premium for Blue Point 2 Select, and will continue to make such contribution through June 30, 2008. For any members hired into the school district after July 1, 2006, the school district will contribute 95% of the premium for Blue Point 2 Select. The premium paid by the school district for an alternative health insurance plan will be limited to the total listed above for Blue Point 2 Select.
- 22.1(f) Effective July 1, 2008, the school district will contribute 95% of the premium for Blue Point 2 Select for all members regardless of hire date. The premium paid by the school district for an alternative health insurance plan will be limited to the total listed above for Blue Point 2 Select.
- 22.1(g) Unit members who are eligible for district-sponsored health insurance will receive payments totaling \$1,500 for each full year in which they decline such insurance. The stated amount will be paid in two equal payments, each payment being made at the end of a six-month period in which health insurance coverage is declined. In order to be eligible for the payment, the employee must provide proof of coverage by another carrier. In the event the employee loses the other coverage due to unforeseen circumstances, and elects to rejoin the district-sponsored health insurance plan, the payment will be pro-rated accordingly. When an employee rejoins the district-sponsored health insurance plan, the employee shall pay no higher share of the premium than would be required if they had not declined insurance.
- 22.1(h) The Employer agrees to contribute \$200 annually into a medical expense reimbursement account (IRS Sec. 105) for employees who have selected Blue Point Select as their managed health care plan. Effective on July 1, 2008, the Employer agrees to contribute \$300 annually into a medical expense reimbursement account (IRS Sec. 105) for employees who have selected Blue Point Select as their managed health care plan.

22.2 Health Insurance After Retirement

- a) In order to qualify, the employee must otherwise be eligible for retirement benefits under the New York State Employees Retirement Plan, and must have completed twenty (20) consecutive years of service to the school district. The Board will pay the base amount paid in effect just prior to retirement. Thereafter, the Board will pay 75% and the participant will pay 25% of any increase in the health insurance premium.
- b) The above benefit shall continue for the ten (10) years immediately following the date of retirement. Should the retiree die prior to age 65, the surviving spouse may elect to continue health insurance covered through the district's group plan at his/her expense.
- c) When the ten years of retirement health insurance has been exhausted, retirees or surviving spouses may elect to continue in the District's Group

Health Plan. The retiree or surviving spouse will then assume 100% of the premium costs.

ARTICLE XXIII

RETIREMENT PLAN

23.1 The Employer agrees to contribute to the retirement plan 75-i, under the New York State Employees Retirement System, and continue rider 41-j.

23.2 Retirement Incentive

Employees who are eligible for retirement without penalty under the New York State Employees Retirement System and meet the following eligibility requirements shall be permitted to elect early retirement and receive retirement incentive benefits.

Eligibility

- 1) At least twenty (20) years of full-time service in the Victor Central School District immediately prior to retirement, and;
- 2) At least fifty-five (55) years of age at the time of retirement, and;
- 3) Submit an irrevocable written letter of resignation to the Board no less than ninety (90) days prior to retirement.

Benefits

- 1) An employee who retires during the first 12 months of eligibility, as defined above, will receive a single payment of \$10,000. An employee who retires during the second 12 months of eligibility as defined above will receive a single payment of \$6,000. No retirement incentive payment shall be paid to an employee retiring more than 24 months after the date of initial eligibility.
- 2) Maximum accumulation of sick days to one hundred sixty-five (165) days.
- 3) See Section 22.2(a), (b), and (c).

23.3 Upon retirement, a unit member may choose to continue their life insurance through the school district program at that individual's expense.

ARTICLE XXIV

WAGES

- 24.1(a) Effective July 1, 2006, all employees covered by this Agreement will receive a 5% increase in salary. In addition, a one-time only adjustment in each staff member's hourly rate will be made so that the total increase, including the 5%, will be the greater of: an hourly rate increase of \$1.00, or \$12.75 hourly.
- 24.1(b) Effective July 1, 2007, all employees covered by this Agreement will receive a 4% increase in salary.
- 24.1(c) Effective July 1, 2008, all employees covered by this Agreement will receive a 4% increase in salary.
- 24.1(d) Effective July 1, 2009, all employees covered by this Agreement will receive a 4% increase in salary.
- 24.1(e) On July 1, 2007, and each year thereafter of this contract, each employee is eligible to receive performance pay, which will be equal to no more than 1% of salary and will be based on an overall above satisfactory employee performance review for the preceding school year.

An employee must have been in the Confidential Support Staff unit for no fewer than six calendar months in order to qualify for performance pay.

Performance pay will be based on a written evaluation of performance conducted by the immediate supervisor before June 30 and to be subject to the approval by the Superintendent of Schools. Performance pay will be granted as follows, based on the appraisal form in use at the time of the signing of this agreement:

Overall Rating of Performance and % Increase

14-17 = .5%

18-21 = 1%

An employee may request a mid year performance review. In that case, the supervisor shall provide a performance review using the same evaluation and performance criteria to be used at the end of the school year. An employee denied any part of the full performance payment may appeal to the Superintendent of Schools. There is no further review.

A committee composed of two CSS members and two Administrators will develop an evaluation instrument that incorporates criteria for awarding performance pay. It is understood that such instrument and criteria may be changed at a later date upon mutual agreement.

- 24.2 Employees covered by this Agreement shall be eligible for the following longevity plan:

After five (5) years of continuous service

\$150

After ten (10) years of continuous service	\$300
After fifteen (15) years of continuous service	\$400
After twenty (20) years of continuous service	\$500
After twenty-five (25) years of continuous service	\$600

Effective July 1, 2003, employees covered by this Agreement shall be eligible for the following longevity plan:

After five (5) years of continuous service	\$200
After nine (9) years of continuous service	\$350
After fourteen (14) years of continuous service	\$450
After nineteen (19) years of continuous service	\$600
After twenty-four (24) years of continuous service	\$800

Eligibility for longevity will be determined upon October 1 of each year and the appropriate amount will be paid to the employee the first payday in December immediately following.

24.3 Effective July 1, 2004, unit members who document the possession of an Associate's degree or its equivalent from an accredited college or university shall be compensated an additional \$200 in salary. Effective July 1, 2005, unit members who document the possession of an Associate's degree or its equivalent from an accredited college or university shall be compensated an additional \$200 in salary.

24.4 An employee who, with proper authorization, works more than 40 hours in a week, will be paid at time plus one-half times the hourly rate converted from the unit member's base salary. Overtime must be authorized in advance by the unit member's supervisor, unless disapproved in advance by the Superintendent of Schools or the Business Administrator. Overtime hours worked in any week beyond 40, with the administrator's approval, may be accumulated as premium compensatory time in lieu of overtime pay. Compensatory time is accumulated only when requested by the staff member, and is equal to 1.5 of the overtime hours worked. Compensatory time shall not accumulate beyond 24 hours.

ARTICLE XXV

CIVIL SERVICE LAW

25.1 It is hereby understood and agreed that this Agreement and each and every part hereof is subject to the provisions where applicable, of the New York State Civil Service Law, any rules, regulations, provisions, ordinances, resolution, or actions of any kind or nature of the State or Local Civil Service Commission or Personnel Office (all collectively referred to as the "Law") and shall be construed and enforced only to the extent allowable and within the limits of the law, as if such Law were a specific amendment to this Agreement.

- 25.2 Pursuant to Section 204-a of the New York State 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.

ARTICLE XXVI

PROVISIONAL APPOINTMENTS

- 26.1 Provisional appointments shall receive the job classification, pay scale and all other benefits including in the job classification under Civil Service. The employee will hold this status until a Civil Service exam is available, and after having taken said exam shall be notified by the Civil Service Commission as to his/her future status.

ARTICLE XXVII

SENIORITY, JOB VACANCIES, LAYOFF, POSTING AND PROBATIONARY PERIOD

- 27.1 Seniority
- a) Seniority shall be defined as length of continuous service with the Employer.
 - b) Continuous service includes only those periods when an employee is on the Employer's active payroll and those periods when an employee is:
 - 1) Absent from, and unable to perform the duties of his/her position by reason of a disability resulting from illness or occupational injury or disease.
 - c) An employee on leave of absence will maintain his/her seniority, but not accumulate additional seniority, for the full period of the leave as granted by the School District. An employee who is laid off will maintain his/her seniority for a period up to one (1) year, but will not accumulate additional seniority.
 - d) Subject to the Civil Service Law, an employee shall lose his/her seniority upon the following:
 - 1) Resignation (except where reinstated within a period permitted by applicable provisions of the Civil Service Law) or retirement;
 - 2) Discharge;
 - 3) Refusal of recall to employment;
 - 4) Layoff for a period exceeding one (1) year.

27.2 Job Posting

- a) The Employer agrees to post all non-instructional job openings in all work locations of bargaining unit employees at least ten (10) working days prior to the day the vacancy or vacancies are to be filled. Announcements of such vacancies shall contain the title of the classification(s) to be filled, formal qualifications required for appointment, if any, and the number of openings. The tentative location of the opening will also be shown.

27.3 Job Vacancies

- a) The Supervisor or Director of Human Resources shall fill the job opening on the basis of qualifications, work record, skill and ability of all job applicants. In the event that these factors are equal, then seniority shall be considered by the Employer. If no qualified employees covered by this agreement apply for the opening, the Employer may fill the opening with any other job applicant.

27.4 New Hires

New hires to fill a vacancy in this unit may be hired at up to 10% over their current salary in the case of a district transfer. If the vacancy is filled by someone other than a district employee, that person may not be hired at more than 5% above the lowest paid position in the unit, and not less than \$12.75 hourly.

27.5 Lay-Off and Recall

In the event of a layoff, employees not covered under the Civil Service Law shall be laid off within their current job title on the basis of seniority, such employees with the greater seniority being the last laid off. Such a laid-off employee may bump a junior employee within a classification for which such laid-off employee is still qualified and which he/she either previously held or which is in the line of promotion to the classification from which he/she has been laid off. Recall shall be in the inverse order of layoff.

27.6 Probationary Period

- a) All employees shall be regarded as probationary employees until they have been employed for a period of twelve (12) consecutive months, with the probationary period to be extended by the amount of absence from work for any reason.
- b) Probationary employees may be disciplined or discharged at the sole discretion of the School District and shall not have the right to relief pursuant to the grievance procedure contained herein. With this understanding, any employee discharged during the probationary period shall be notified in writing of the discharge and the reasons therefor.
- c) A new employee shall obtain seniority after the successful completion of the probationary period.

- d) Any employee who is promoted to an opening shall be given a thirty (30) day qualifying period for the purpose of familiarizing and training the employee in the new classification. If, during the qualifying period, the employee elects to return to his/her former classification, then he/she may do so and all seniority and rights shall be retained. Employees in secondary openings created earlier by this promotion shall be returned to their former classification.

ARTICLE XXVIII

PLEDGE AGAINST DISCRIMINATION

- 28.1 The Employer and CSS realize that they have a responsibility to promote and provide equal opportunities for employment and it is the positive and continuing policy of the Employer and CSS to apply all provisions of this Agreement equally to all employees so as to insure an equal opportunity in employment without discrimination as to race, color, creed, sex, age or national origin.
- 28.2 All references to employees in this Agreement designate both sexes, and wherever the male gender is used it shall be construed to include male and female employees.

ARTICLE XXIX

SUPERSEDURE AND SAVINGS CLAUSE

- 29.1 If any article or part hereof in this Agreement is determined to be illegal, unenforceable or null and void by any tribunal of competent jurisdiction, such determination shall not affect any other clause or provision hereof or give any right to either party to negotiate or renegotiate any other part of this Agreement.

ARTICLE XXX

TERMINATION AND MODIFICATION CLAUSE

- 30.1 This Agreement shall be effective as of July 1, 2006, and shall continue in full force and effect through June 30, 2010.
- 30.2 If either party desires to terminate this Agreement it shall, one hundred eighty (180) days prior to the termination date, give written notice of termination. If neither party shall give notice of amendment, as hereinafter provided, this Agreement shall continue in effect from year to year thereafter, subject to written notice of termination by either party one hundred eighty (180) days prior to the then current year's termination date.

- 30.3 If either party shall, one hundred eighty (180) days prior to the termination date or any subsequent termination date, give written notice of amendment, the notice shall set forth the nature of the amendment or amendments desired. Any amendments that may be agreed upon shall become and be a part of this Agreement without modifying or changing any of the other terms of this Agreement.
- 30.4 Notice of termination or modification shall be in writing and shall be sufficient if sent by certified mail addressed, if to the CSS, to the last designated Secretary of CSS and, if to the Employer, to the Superintendent of Schools of Victor Central School District.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the Twentieth day of December, 2006.

FOR THE VICTOR CENTRAL SCHOOL
CONFIDENTIAL SUPPORT STAFF

FOR THE VICTOR CENTRAL SCHOOL
~~BOARD OF EDUCATION~~

Rinda A. Tice

James J. McElhara
Superintendent of Schools

Rosemary Viggiano

Mina M. Commisso

Justina A. Pulecki

Debra M. Mehlbacher

Christina M. Denny