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AGREEMENT BETWEEN

**VERNON-VERONA-SHERRILL
CIVIL SERVICE EMPLOYEES' ASSOCIATION**

and

**VERNON-VERONA-SHERRILL CENTRAL SCHOOL DISTRICT
SUPERINTENDENT OF SCHOOLS**

July 1, 2008 to June 30, 2011

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AGREEMENTS BETWEEN PUBLIC EMPLOYERS
AND
EMPLOYEE ORGANIZATIONS

SECTION 204-a

1. Any written agreement between a public employer and an employee organization determining the terms and conditions of employment of public employees shall contain the following notice in type not smaller than the largest type used elsewhere in such agreement:

"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."

2. Every employee organization submitting such a written agreement to its members for ratification shall publish such notice, include such notice in the documents accompanying such submission, and shall read it aloud at any membership meeting called to consider such ratification.
3. Within sixty (60) days after the effective date of this act, a copy of this section shall be furnished by the Chief Fiscal Officer of each public employer to each public employee. Such public employee employed thereafter shall, upon such employment, be furnished with a copy of the provision of this section.

RECOGNITION AGREEMENT

**VERNON-VERONA-SHERRILL
BOARD OF EDUCATION**

AND

**VERNON-VERONA-SHERRILL
CIVIL SERVICE EMPLOYEES' ASSOCIATION**

Pursuant to Article 14 of the State Civil Service Law, the Board of Education of the City School District, City of Sherrill hereby adopts the following agreement covering recognition of the Vernon-Verona-Sherrill Civil Service Employees' Association as a bargaining agent and the methods by which negotiations shall take place with said organization with respect to hours, wages, and other terms and conditions of employment.

ARTICLE I

AGREEMENT

This agreement made and entered into this 5th day of June, 2008 by and between the School Board of the City School District, City of Sherrill (hereinafter referred to as the "Board"), and the Vernon-Verona-Sherrill Civil Service Employees' Association (hereinafter referred to as the "Association"). This Agreement is effective July 1, 2008 to June 30, 2011.

ARTICLE II

RECOGNITION

The Board of Education of the City School District, City of Sherrill (Also called Vernon-Verona-Sherrill Central School District), having determined that the Vernon-Verona-Sherrill Civil Service Employees' Association, Inc. Unit of the Oneida County Educational Local 869, is supported by a majority of the employees in the included unit as defined below, hereby recognizes the Civil Service Employees' Association, Inc., Local 1000, AFSCME, AFL-CIO, the recognized union, by the Vernon-Verona-Sherrill Unit of the CSEA Oneida County Educational Local 869 as the exclusive negotiating representative for the employees in this "included" unit. Such recognition shall extend consistent with Section 208 of Article 14 of the Civil Service Law.

UNIT DEFINITION

Included: All probationary and permanent full- and part-time Clerks, Typists, Senior Typists, Cleaners, Custodians, Senior Custodians, Head Custodians, Food Service Handlers, Cooks, Cook Managers, Building Mechanics, Transportation, Groundskeepers, Buildings & Grounds Laborers, Assistant Head Bus Drivers, Bus Drivers, Teacher Aides/Monitors, Computer Aides, ISS Aides, and Instructional Technology Support Specialists.

Excluded: Supervisor of Buildings and Grounds, Supervisor of Transportation, Supervisor of School Lunch, Senior Account Clerk(s), Superintendent's Secretary, Assistant Superintendents' Secretaries, Receptionist (Central Office), Account Clerk Typist (Payroll), Treasurer, Seasonal, Temporary, Casual and all other District employees.

ARTICLE III

AREAS FOR DISCUSSION AND AGREEMENT

This recognition constitutes an Agreement between the Board and the Association to negotiate regarding matters related to terms and conditions of employment, as defined by Article XIV (201.5) of the Civil Service Law. The Board and the Association recognize that the Board is the legally constituted body responsible for determination of policies covering all aspects of the Vernon-Verona-Sherrill Central School District. The Board and the Association recognize that the Board must conform to the legal responsibilities imposed on it by statute and such rules and regulations as are promulgated by the Commissioner of Education. The Board cannot reduce, negotiate or delegate its legal responsibilities.

ARTICLE IV

NEGOTIATION PROCEDURES

A. Negotiation Teams

The designated representative(s) of the Board, with the Superintendent serving as an advisor, will meet with representatives designated by the Association for the purpose of discussion and reaching a mutually satisfactory agreement.

B. Dates

No earlier than January 1st of each year the parties will enter into good-faith negotiations over a successor agreement covering the following school year. Proposals to be negotiated by the Association shall be submitted in writing to the Board's delegated representatives at the first meeting. Counterproposals to be negotiated by the Board shall be submitted, in writing, at the second meeting. Such additional meetings shall be held as the parties may require to reach agreement upon the initial proposals and counterproposals, or until impasse is reached.

C. Procedures

Designated representative(s) of the Board, with the Superintendent as an advisor, shall meet at such mutually agreed upon places and times with representatives of the Association for the purpose of effecting 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 meeting as described in paragraph "B" above, such additional meetings shall be held as the parties may require to reach understanding on the issue(s), or until an impasse is reached. Meetings shall not exceed two (2) hours and shall be held at a time mutually agreed upon by parties.

D. Representatives

Neither party in any negotiations shall have any control over the selection of the representatives of the other party and each party may select its representatives from within or outside the School District. While no final agreement shall be executed without ratification by the Association and the Board, the parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, counterproposals and reach compromises in the course of negotiations.

ARTICLE IV
(continued)

E. Exchange of Information

Both parties and/or the Superintendent shall furnish each other, upon reasonable request, all available public information pertinent to the issue(s) under consideration.

F. Reaching Agreement

When consensus is reached covering areas under discussion, the proposed agreement shall be reduced to writing by the Superintendent of Schools as a memorandum of understanding. Then, said written agreement may be submitted to the School Attorney by either or both parties for a legal review. The written agreement will then be submitted to the Association by its negotiation team and to the Board by its negotiation team. The written agreement will become official when approved by a majority of the Association membership and by a majority of the Board.

G. Committee Reports

The parties agree that, during the period of negotiations and prior to reaching an agreement to be submitted to the Board and the Association, the proceedings of the negotiation meetings shall not be released. When the Association and the Board have ratified the agreement, the Superintendent of Schools shall release the contents of the agreement.

H. Communications

The representative committee of the Vernon-Verona-Sherrill Civil Service Employees' Association and the Superintendent will continue to develop lines of communication and policy formulation within the School District by meeting monthly, September 1st through June 30th, to discuss matters of mutual concern to both parties. The committee shall consist of one (1) member for each thirty (30) employees assigned to: "Transportation", "School Lunch", "Buildings and Grounds", "Clerical Staff" and "Teacher Aides".

I. Membership

Although the Association represents all regularly assigned Civil Service employees, membership on the "representative committee" and the "negotiation team" shall be limited to regularly assigned full-time employees only. This means personnel regularly employed for five (5) days per week.

ARTICLE V

GRIEVANCE PROCEDURES FOR CIVIL SERVICE EMPLOYEES

A. Definitions

A grievance is an employee's or group of employees' claim that his/her rights hereunder this Agreement have been violated by the administration.

B. Purpose

The primary purpose of the procedure set forth in this Article is to secure, at the lowest level possible, equitable solutions to the problems of the parties. Except as it is necessary for the purpose of implementing this Article, both parties agree that these proceedings shall be kept informal and confidential.

C. Structure

The Unit President shall annually appoint a Head Steward who will be responsible for processing grievances under this procedure. The Head Steward shall be permitted a reasonable amount of time during normal work hours for the purpose of grievance processing. Any time to be used by the Head Steward during work hours must be requested and approved in advance by the Head Steward's immediate supervisor, and the use of this time must not interfere with the Head Steward's work assignment.

D. Procedure

1. Level One:

The employee with a grievance shall discuss the matter with the immediate supervisor with the objective of resolving the matter informally.

2. Level Two:

In the event that the employee is not satisfied with the disposition of his/her grievance at Level One, he/she shall file a grievance in writing with the appropriate Head Steward within five (5) working days after the decision at Level One. The Head Steward shall, within ten (10) working days, make a judgement on the merits of the grievance. If the Head Steward decides either that the grievance lacks merit or that the decision at Level One is in the best interests of the educational system, he/she shall notify the employee and the appropriate representative. If the Head Steward decides that, in his/her opinion, the grievance has merit, he/she shall refer such grievance, in writing, to the Superintendent of Schools within five (5) working days.

ARTICLE V
(continued)

3. Level Three:

The Superintendent or his/her designee shall confer with the grievant within ten (10) working days of receipt of the written grievance and relevant data submitted by the Head Steward. The Superintendent or his/her designee shall respond in writing on the grievance form, and return the form to the grievant within ten (10) working days of the conference.

4. Level Four:

If the grievance is not resolved at Level Three, the aggrieved may submit the dispute in writing to the Board for decision within ten (10) working days of the Level Three report. The Board shall render its decision within twenty (20) days of submission. The decision of the Board of Education is final at the local level.

E. Provisions

1. Conferences and hearings held hereunder shall be held during non-working hours and conducted at a time and place which will afford a fair and reasonable opportunity for all persons entitled to be present to attend. If, in the judgement of the Superintendent, conferences or hearings must be held during working hours, persons who participate shall be excused from their assignment without loss of pay.
2. A grievance shall be asserted at Level One within twenty (20) working days of the occurrence of the act complained of. Failure to assert a grievance at the first step within twenty (20) working days shall be deemed abandonment of the grievance. Failure at any step of the procedure to appeal a grievance to the next step within the specified time limits shall be deemed acceptance of the decision rendered at that step. Failure at the first three levels in the procedure to communicate the decision on the grievance within the specified time limits shall permit the aggrieved to proceed to the next step.
3. The grievant may be represented by the Association or an individual of his/her own choosing at any or all levels in the grievance procedure.
4. Nothing contained in this Article shall apply to any matter as to which (a) a method of review is prescribed by law, or by any rule, or regulation of the State Commissioner of Education having the force and effect of law, or by any by-law of the Board, or (b) the Board is without authority to act.

ARTICLE VI

MISCELLANEOUS PROVISIONS

- A. The parties agree that all negotiable items presented by either party have been discussed during the 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, except by mutual consent of both parties; however, items may be reintroduced at the time negotiations commence on a subsequent Agreement as specified in Article IV.
- B. This Agreement and all provisions herein are subject to all applicable laws and regulations and decisions of the Commissioner of Education for New York State. In the event any provision of this Agreement is held to violate such laws, said provision shall not bind either of the parties, but the remainder of this Agreement shall remain in full force and effect as if the invalid provision had not been a part of this Agreement.
- C. Any individual arrangement, agreement or contract between the Board and an individual employee heretofore executed shall be subject to and consistent with the terms and conditions of this Agreement, and any individual agreement, arrangement or contract hereafter executed shall be expressly made subject to and consistent with the terms of this or subsequent Agreements to be executed by the parties. If an individual arrangement, agreement or contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.
- D. Except as expressly limited by provisions of this Agreement, the authority, rights and responsibilities delegated under the law to this Board are retained by said Board, including but not limited to, the right to determine program(s), objectives and policies of the School District; to determine the facilities, methods and personnel required; to administer the curriculum and the selection, hiring, appraisal, promotion, assignment, discipline, transfer and discharge of employees, as permitted by law; to establish, classify and allocate new positions, and to reclassify and reallocate existing positions, as the law permits; and to do all else the law may dictate, require or permit this Board in the discharge of its duties to provide public education within this public school district.
- E. The District will provide all Bargaining Unit members with a ratified agreement within sixty (60) days after the contract has been signed by the parties.
- F. All Bargaining Unit employees will receive a packet including a contract, hospitalization forms, retirement applications and any other selected information.

ARTICLE VI
(continued)

- G. When an employee is promoted, he/she will be placed on the step nearest to, but not less in pay, than that of the pre-promotion pay rate.
- H. Employees working in a higher job title for a period of thirty (30) consecutive days will receive the base pay rate of the higher title or their own rate, whichever is greater.
- I. The Civil Service Employees' Association shall have the privilege of posting notices on bulletin boards in each department. On all occasions the material to be posted must have prior approval of the Superintendent or his/her designee.
- J. Paid Holidays will be counted as time worked in computing a forty (40) hour week for all employees.
- K. Termination Pay:

Upon death, retirement, reduction in force or voluntary separation, payment shall be made to the employee or the employee's legal beneficiary for unused vacation days that had been accrued up to the date of employment termination.
- L. Seniority List:

The District will supply the Association with a seniority list of Unit members, once per year, on or by the second Friday in October.
- M. The employee shall receive a copy of any work performance evaluations that are to be placed in his/her personnel file.
- N. Overtime Pay:

All overtime must have the prior approval of the Superintendent of Schools and be paid at the rate of one and one-half (1 1/2) times the employee's hourly rate, with the exception of overtime for bus drivers and cafeteria employees. Any time worked by an employee over his/her regular forty (40) hour workweek which occurs on a Sunday or scheduled holiday shall be paid at two times the employee's hourly rate.
- O. Compensatory Time in Lieu of Overtime Pay:

Employees eligible to participate in the use of compensatory time in lieu of overtime pay are as follows: Building Mechanics and Groundskeeping Staff.
1. Compensatory time in lieu of overtime pay will be earned according to present contract language under (Overtime Pay) Article VI (N);

ARTICLE VI
(continued)

2. Employees may accumulate/maintain a maximum of forty (40) hours of compensatory time in lieu of overtime pay during any school year (July 1st through June 30th);
 3. Employees need to have prior approval from their supervisors before taking compensatory time in lieu of overtime pay. The use of more than two (2) consecutive days requires the prior approval of the Superintendent or his designee;
 4. Employees who do not utilize accumulated compensatory time in lieu of overtime pay by June 30th each year will be compensated at their applicable rate, for any unused time.
- P. All current employees shall be placed on a July 1 Increment and Longevity implementation date.
1. Date of Hire: July 1 to December 31:

Employee(s) shall receive increment where due on the July 1 immediately following the date of hire and each successive July 1 thereafter, to the maximum due.
 2. Date of Hire: January 1 through June 30:

Employee(s) shall receive increment where due on the second July 1 immediately following the date of hire and each successive July 1 thereafter, to the maximum due.
- Q. Effective July 1, 2005, longevity increments of \$.10 cents per hour shall be added to the employee(s)' salary, where due, following the completion of 8, 12, 16, 20 and 24 years of total consecutive service in the School District and a longevity increment of \$.12 per hour shall be added following the completion of twenty-eight (28) and thirty (30) years of total consecutive service in the School District.
- Effective July 1, 2007, longevity increments of \$.11 cents per hour shall be added to the employee(s)' salary, where due, following the completion of 8, 12, 16, 20 and 24 years of total consecutive service in the School District and a longevity increment of \$.12 per hour shall be added following the completion of twenty-eight (28) and thirty (30) years of total consecutive service in the School District.

ARTICLE VI
(continued)

Exception #1:

The consecutive years requirement is to be invalidated if there is an interruption in the employee's total years of consecutive service as a result of involuntary layoff.

R. Ten (10) and eleven (11) month employees will be given first opportunity to apply for jobs in the school system when school is not in session. Applicants will be evaluated on the basis of qualifications, employment record, and recommendation of the Superintendent of Schools.

S. Vacancies:

Job openings will be posted in all school buildings within three (3) days, and for a period of one (1) week, of the Board of Education's acceptance of a resignation, retirement or confirmation of a dismissal.

T. Sick Leave, Personal Leave and Vacation Accruals:

During the months of July and January of each year, the District will provide each employee with a written statement of his/her current accrued sick leave, vacation and personal leave time.

U. Pay Period

The normal pay period shall begin at 12:01 a.m. the Sunday immediately following payday and extend for fourteen (14) consecutive days.

ARTICLE VII

HOSPITALIZATION

The Vernon-Verona-Sherrill Central School District participates in a group hospitalization, surgical and major medical plan which equals or exceeds the benefits of the Statewide Plan. Members of the Unit are assured of medical insurance as defined above which will equal or exceed this Statewide Plan. The Board shall remain free to select the carrier of the Health Insurance Program, provided the general benefit level remains at least equivalent to the present coverage.

A. Who May Enroll in the Plan:

1. Any employee whose most recent date of hire is prior to July 1, 1988 and meets any of the following qualifications may enroll in the plan:
 - (a) Who is a paid, elected official.
 - (b) Whose work schedule is twenty (20) hours per week or more.
 - (c) Whose salary rate is two thousand dollars (\$2,000.00) or more per year.
 - (d) Whose major source of income is from public employment.
2. Any employee whose most recent date of hire is on or after July 1, 1988 shall be required to meet the following enrollment requirements:
 - (a) The employee must be a regular employee of the Vernon-Verona-Sherrill Central School District for a period of six (6) consecutive months, plus meet the qualifications in "1" or "2" below:
 - (1) The employee's regularly assigned work schedule is twenty-two and one-half (22 1/2) hours or more per week.

OR

- (2) The employee's regular salary rate must be three thousand five hundred dollars (\$3,500.00) or more per fiscal year.
3. Any employee whose most recent date of hire is on or after July 1, 2002 shall be required to meet the following enrollment requirements:
 - (a) The employee must be a regular employee of the VVS School District for a period of six (6) consecutive months, and have a regularly assigned work schedule of twenty-three and one-half (23 ½) hours or more per week.

B. Premiums:

1. Effective 1/1/93 all employees will be required to participate in the PPO health insurance option if they are eligible and request health insurance coverage.

ARTICLE VII
(continued)

2. Effective 1/1/93 the Board of Education shall pay ninety percent (90%) of the cost of the employee's dependent's annual premium.
3. All employees hired on or after January 1, 1993 shall contribute twenty (20%) percent of the monthly health insurance premium cost for dependent coverage. The employer shall contribute eighty (80%) percent.

C. PPO Out-of-Network Charges

Effective Date	Individual	Family
July 1, 2008	\$225	\$700
July 1, 2009	\$250	\$725
July 1, 2010	\$275	\$775

D. Medicare Reimbursement:

1. Medicare reimbursement will be made only if VVS is the employee's primary insurance carrier.
2. It is the responsibility of the employee to notify the District's insurance clerk of his/her eligibility.

E. Dental:

Effective 7/1/85, the Board shall adopt Enhancement B coverage and shall contribute at the same percentage rate as the 1984-85 school year.

F. Prescriptions:

The prescription drug co-payment amount shall be as follows:

	Generic	Brand Name	Mail Order
Effective July 1, 2008	\$8.00	\$21.00	\$10.00
Effective July 1, 2009	\$9.00	\$23.00	\$13.00
Effective July 1, 2010	\$10.00	\$25.00	\$15.00

To use the mail service pharmacy, ask your physician to write your prescription for up to a 90-day supply, plus refills. Then complete the mailer envelope, enclose your prescription, and mail it as addressed. A registered pharmacist will check to insure there are no possible allergies or interactions with other drugs you are taking before filling your medications. Your prescription will then be mailed to your home.

G. Effective July 1, 1999 implement flexible spending plan.

ARTICLE VII
(continued)

H. Health Insurance Buyout Option:

1. Employees who are eligible for health insurance paid for by the V.V.S. Health Care Plan and elect to be covered by another out of district health insurance program and do not elect to participate in any district health insurance program will be eligible to receive a cash stipend under the following requirements:
 - a. The employee must have been eligible for, or participated in, V.V.S. Health Insurance for one year in order to qualify for stipend reimbursement.
 - b. The employee must submit a dual coverage buyout form (available at the District Office) to the District Office by October 31st of the year prior to stipend reimbursement (e.g., eligible for insurance October 31, 2002, submit form November 1st 2002 – receive stipend by 1st payroll in December 2003).
 - c. The employee must provide written proof that he or she is covered by another health program at the time of buyout application.
 - d. The stipend will be paid by 1st paycheck in December for the previous school year (e.g., December 2003 paid for not taking coverage October 2002 through November 2003).
 - e. Stipend will be \$750 for family coverage or \$500 for individual.
2. Each consecutive 12 months of service is considered a new requirement year, and all requirements must be met annually.
3. In the event that an employee loses his/her alternative health insurance coverage due to a qualifying event (as defined by the IRS Section 125 Plan), she/he shall be able to re-enter the health plan in accordance with the rules and regulations of the plan. Any employee who re-enters the plan shall only be entitled to the pro-rata amount of the “opt-out” amount.

For the purposes of the term “qualifying event,” it shall be as defined by IRS Section 125. The term includes the following events, but these events are subject to any future revisions made pertaining to qualifying events under Section 125:

- . Marriage or Divorce
- . Death of Spouse or Dependent
- . Birth or Adoption of a Child
- . Judgment, Decree, or Qualified Medical Child Support Order
- . Termination or Commencement of Employment
- . Significant Change in Health Coverage Due to Spouse’s Employment or Employment Status

ARTICLE VII
(continued)

I. Vested Rights of Retirees/Spouse

- a. The District shall be prohibited from diminishing the health insurance benefits provided to retirees and their dependents or the contributions such board or district makes for such health insurance coverage below the level of such benefits or contributions made on behalf of such retirees and their dependents by such district or board unless a corresponding diminution of benefits or contributions is effected from the present level during this period by such district or board from the corresponding group of active employees for such retirees.
- b. Employees appointed on or after July 1, 2001 shall be eligible for the retiree health insurance coverage described herein if they retire after ten (10) years of consecutive service with the District, excluding Board of Education approved leaves of absences and Family Medical Leave Act leaves of absence. Consecutive service shall be defined as service with the district where no more than thirty (30) unpaid consecutive days lapse after July 1, 2001.
- c. Employees appointed before July 1, 2001 shall be eligible for retiree health insurance coverage when they retire after five (5) years of service with the District.
- d. The eligible retiree's surviving spouse, if any, shall have the vested right to continue to receive full health insurance coverage under this contract for his or her lifetime under the same terms as the retiree.
- e. Medicare Part B: Retirees eligible for Medicare Part A & B will be reimbursed for Medicare premiums by the district.
- f. Employees granted disability through the NYS Employees Retirement System regardless of age or length of service with the district shall have the same vested rights to retiree health care coverage.

ARTICLE VIII

PAYROLL DEDUCTIONS

- A. Members of the unit may elect to have Civil Service Employees' Association dues, U.S. Savings Bonds, and Credit Union payments deducted from their salary checks by obtaining and completing the necessary authorization forms available in the School District Business Office. Authorization shall continue unless modified or revoked in writing by the employee. Once authorization is modified or revoked by the employee, he/she may not modify or reinstate such payroll deductions until the first payroll period of the following school year.

**ARTICLE VIII
(continued)**

B. Members of the unit may elect one deduction for CSEA sponsored insurance. Changes in the election may occur only a maximum of two times per year, once in January and once in July.

**ARTICLE IX
VACATIONS**

A. VACATIONS – TWELVE (12) MONTH EMPLOYEES (C.S.E.A.)

Each permanent employee is entitled to ten (10) days vacation after completing one (1) year of service. On the employee's 6th anniversary date of his/her start of employment, vacation days will increase one day for each consecutive year of service up to a maximum of twenty (20) days. (See chart below.)

Exception #1:

If an employee's service is terminated (by the employer), all accrued vacation days are null and void except in the event of a reduction of force. If an employee who lost his/her position because of a reduction of force is rehired within one (1) year of termination, he/she will be granted accrued vacation days.

Twelve (12) Month Employees:

Consecutive Years Completed	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
Vacation Days	10	10	10	10	10	11	12	13	14	15	16	17	18	19	20

B. Vacation Pro-Ration for Twelve (12) Month Employees with Less Than One (1) Year of Service

Twelve (12) month employees with less than one (1) year of service will have their vacation pro-rated on the basis of ten (10) days per year or one (1) day per five (5) weeks of employment. These employees will be eligible for their accrued vacation on the July 1st following their date of employment and are encouraged to use their vacation during July and August. (See chart below.)

On the second July 1st following their date of employment, twelve (12) month employees will accrue vacation in compliance with the chart above.

**ARTICLE IX
(continued)**

Vacation Pro-Ration for 12 Month Employees with Less than One (1) Year of Service:

Month Employed	July	August	September	October	November	December	January	February	March	April	May	June
Vacation Days Due on 7/1	10	9	8 ½	7 ½	6 ½	6	5	4	3 ½	2 ½	1 ½	1

C. VACATIONS ELEVEN (11) MONTH EMPLOYEES

After completion of one (1) full year of service eleven (11) month employees shall earn five (5) vacation days per year. Those earned days shall be used annually by June 30th.

D. Vacation Pro-Ration for Eleven (11) Month Employees with Less Than One (1) Year of Service

Eleven (11) month employees with less than one (1) year of service will have their vacation pro-rated on the basis of five (5) days per year or one (1) day per two (2) months of employment. These employees will be eligible for their accrued vacation on the July 1st following their date of employment and **are encouraged to use their vacation during July and August.** (See chart below)

Month Employed	August	Sept.	October	November	December	January	February	March	April	May	June
Vacation Days Due on 7/1	5	5	4	4	3	3	2	2	1 ½	1	1

ARTICLE X

ABSENCES

A Twelve (12) Month Civil Service Personnel

Each employee is entitled to one day's absence per month employed, cumulative to one hundred sixty-five (165) days for personal illness, or death or illness of a relative by blood or marriage. A relative by blood or marriage should be defined as: husband, wife, mother, father, children, brother, sister, stepchildren, stepparents, grandchildren, grandparents, aunt, uncle or relatives residing in the same household as the employee. The Superintendent may request documentation from a physician. An additional three (3) days per year are allowed for personal business at the discretion of the employee. Unused personal business days will be added to accumulated sick leave. Personal business shall include important financial, legal or other obligations that cannot be scheduled at a time that would not conflict with the employee's work assignment time. Personal business days shall not be used for social, recreational, or other employment purposes. Prior notification of at least twenty-four (24) hours, except in emergency situations beyond the employee's control, to the Superintendent of Schools is necessary to qualify for personal business days.

The following conditions implement this policy:

1. Requests for personal business days during the month of September or the month of June must receive the approval of the Superintendent of Schools or his/her designee. Personal time and sick leave time are to be charged to employee at the rate of one-quarter (1/4) hour or any whole number multiple of one-quarter (1/4) hour.
2. The Civil Service staff member must have completed his/her fourth consecutive month of employment with the School District to be eligible for three (3) personal business days annually. If an employee terminates his/her service and is re-employed at a later date, said employee must again complete the four (4) month requirement in order to qualify for personal business days.
3. The twelve (12) sick days leave per year shall be granted as of July 1 for all Civil Service employees employed in the District for more than one (1) year.
4. The Superintendent may deny requests for personal business days whenever he/she determines that there will be an unusual number of personnel absent on a given day.

ARTICLE X
(continued)

B. Eleven (11) and Ten (10) Month Civil Service Personnel

Each employee is entitled to one day's absence per month employed, cumulative to one hundred forty (140) days for personal illness, or death or illness of a relative by blood or marriage. A relative by blood or marriage should be defined as: husband, wife, mother, father, children, brother, sister, stepchildren, stepparents, grandchildren, grandparents, aunt, uncle, or relatives residing in the same household as the employee. The Superintendent may request documentation from a physician. An additional two (2) days per year are allowed for personal business at the discretion of the employee. Unused personal business days will be added to accumulated sick leave. Personal business shall include important financial, legal or other obligations that cannot be scheduled at a time that would not conflict with the employee's work assignment time. Personal business days shall not be used for social, recreational, or other employment purposes. Prior notification of at least twenty-four (24) hours, except in emergency situations beyond the employee's control, to the Superintendent of Schools is necessary to qualify for personal business days. The following conditions implement this policy.

1. Personal business days and sick leave shall be computed on the basis of each work session, up to eight (8) hours per day, e.g., an employee working three (3) hours per day would receive two (2) personal business days per year, equal to three (3) hours per day. Personal time and sick leave time are to be charged to the employee at the rate of one-quarter (1/4) hour or any whole number multiple of one quarter (1/4) hour.
2. Requests for personal business days during the month of September or the month of June must receive the approval of the Superintendent of Schools or his/her designee.
3. The classified staff member must have completed his/her fourth consecutive month of employment with the School District to be eligible for two (2) personal business days annually. If an employee terminates his/her service and is re-employed at a later date, said employee must again complete the four (4) month requirement in order to qualify for personal business days.
4. All ten (10) month employees will receive ten (10) sick days per year and all eleven (11) month employees will receive eleven (11) sick days per year. The ten (10) or eleven (11) days sick leave per year shall be granted as of September 1st for all ten (10) and eleven (11) month Civil Service employees employed in the District for more than one (1) year.
5. The Superintendent may deny requests for personal business days whenever he/she determines that there will be an unusual number of personnel absent on a given day.

ARTICLE X
(continued)

B. Eleven (11) and Ten (10) Month Civil Service Personnel (continued)

6. Personal Days:

Ten (10) and eleven (11) month employees may utilize a personal day, and thus receive their normal daily pay, for days on which school was previously scheduled to be in session but was closed for emergency reasons or a Superintendent's Conference. Note Exception #1.

EXCEPTION #1:

Cook-Managers may not use a personal day on "Emergency Closing Days" if, in the opinion of the School Lunch Manager, their assistance is required to prevent the loss of food which needed partial preparation due to menu commitments.

7. Bus Drivers returning to work for the school system after a period of absence not exceeding one (1) year should get credit for previous time on their pay scale and retirement. Route assignment(s) should be the same as for a new driver, but the returning driver may not bump another driver with continuous service. Bus Drivers returning after an absence of over one (1) year shall not be given priority over substitute drivers in any capacity.

ARTICLE XI

WORK CALENDAR

Ten (10) month employees should be defined as individuals rendering services on a regularly scheduled basis between September 1st and June 30th.

All other employees shall be defined as eleven (11) or twelve (12) month employees.

A. Twelve (12) Month Employees:

Twelve (12) month employees shall receive twelve (12) paid Holidays.

B. Eleven (11) Month Employees:

1. Eleven (11) month employees shall receive nine (9) paid Holidays.

2. Eleven (11) month employees work twenty-two (22) fewer days (or off contract days) than twelve (12) month employees.

a. Customary time off is normally during July and/or August at the need and discretion of the Building Principal.

C. Ten (10) Month Employees:

Ten (10) month employees shall receive eight (8) paid Holidays.

D. Work Calendar

The Representative Committee shall recommend to the Superintendent of Schools an annual work calendar. The Superintendent shall review this calendar prior to his/her composing a work calendar for recommendation to the Board of Education.

ARTICLE XII

SALARY SECTION

Any salaried employee hired or placed on a work year of less than twelve (12) months shall be compensated at an annual salary equal to a pro-rated amount of the appropriate twelve (12) month Schedule and Step (Example: An eleven (11) month salaried Typist at Step 1 would receive an annual salary of eleven-twelfths (11/12) or ninety-one and seven tenths percent (91.7%) of the twelve (12) month Step 1 Typist Schedule minus the number of unpaid holidays.

A. CLERICAL SALARY SCHEDULES

Clerk

Step	2007-2008	2008-2009	2009-2010	2010-2011
1	27,323	28,279	29,269	30,293
2	27,590	28,556	29,555	30,590
3	27,859	28,834	29,843	30,888
4	27,996	28,975	29,990	31,039
5	28,614	29,615	30,652	31,725
6	29,529	30,563	31,632	32,739

Typist

	2007-2008	2008-2009	2009-2010	2010-2011
1	28,630	29,632	30,669	31,743
2	28,910	29,921	30,969	32,053
3	29,192	30,214	31,271	32,366
4	29,334	30,361	31,423	32,523
5	30,179	31,235	32,328	33,460
6	31,549	32,653	33,796	34,979

Senior Typist

	2007-2008	2008-2009	2009-2010	2010-2011
1	29,490	30,522	31,591	32,696
2	29,778	30,820	31,899	33,015
3	30,068	31,120	32,209	33,337
4	30,215	31,273	32,367	33,500
5	31,083	32,171	33,297	34,462
6	32,495	33,632	34,809	36,028

**ARTICLE XII
(continued)**

B. CUSTODIANS AND CLEANERS SALARY SCHEDULES

Head Custodian

	2007-2008	2008-2009	2009-2010	2010-2011
1	34,368	35,571	36,816	38,104
2	34,704	35,919	37,176	38,477
3	35,042	36,268	37,538	38,851
4	35,212	36,444	37,720	39,040
5	35,667	36,916	38,208	39,545
6	37,552	38,866	40,226	41,634

Senior Custodian

	2007-2008	2008-2009	2009-2010	2010-2011
1	30,812	31,890	33,007	34,162
2	31,112	32,201	33,328	34,494
3	31,415	32,515	33,653	34,831
4	31,569	32,673	33,817	35,001
5	32,025	33,146	34,306	35,507
6	33,850	35,035	36,261	37,530

Custodian

	2007-2008	2008-2009	2009-2010	2010-2011
1	28,630	29,632	30,669	31,743
2	28,910	29,921	30,969	32,053
3	29,192	30,214	31,271	32,366
4	29,334	30,361	31,423	32,523
5	30,179	31,235	32,328	33,460
6	31,549	32,653	33,796	34,979

Cleaner

	2007-2008	2008-2009	2009-2010	2010-2011
1	27,323	28,279	29,269	30,293
2	27,590	28,556	29,555	30,590
3	27,859	28,834	29,843	30,888
4	27,996	28,975	29,990	31,039
5	28,614	29,615	30,652	31,725
6	29,529	30,563	31,632	32,739

ARTICLE XII
(continued)

1. The above schedules apply to the first shift only (day).
 - a. Add one hundred thirty-two dollars (\$132.00) for second shift (3:00 P.M. to 11:30 P.M.)
 - b. Add two hundred thirty-nine dollars (\$239.00) for the third shift (11:00 P.M. to 7:30 A.M.)
2. For Custodians and Cleaners having responsibility for a given installation, add one hundred thirty-two dollars (\$132.00) each.
3. Custodial and Cleaner personnel will be assigned a workweek consisting of forty (40) hours between Monday and Friday unless a prior condition of employment includes a forty (40) hour workweek out of any one hundred twenty (120) consecutive hours (i.e. Tuesday - Saturday). The normal workday for full-time custodians and cleaners shall be eight and one-half (8.5) hours with a one-half (1/2) hour duty free unpaid lunch. Service rendered in excess of forty (40) hours during any consecutive one hundred twenty (120) hour period will be paid for at a rate of one and one-half (1.5) times the employee's normal regular rate. Holidays will be counted in computing a forty (40) hour workweek.
4. Effective July 1, 2005, the District will grant a sixty (\$60.00) dollar clothing allowance per year to all regular full-time custodians and cleaners payable in the last payroll in June. Such amount shall be prorated for part-time employees.

**ARTICLE XII
(continued)**

C. SCHOOL LUNCH PERSONNEL SALARY SCHEDULES

Food Service Handler

	2007-2008	2008-2009	2009-2010	2010-2011
1	10.03	10.38	10.74	11.12
2	10.13	10.49	10.86	11.24
3	10.23	10.58	10.95	11.34
4	10.29	10.65	11.02	11.41
5	10.46	10.83	11.21	11.60
6	10.98	11.36	11.76	12.17

Cook

	2007-2008	2008-2009	2009-2010	2010-2011
1	11.63	12.04	12.46	12.89
2	11.75	12.16	12.59	13.03
3	11.86	12.27	12.70	13.15
4	11.91	12.33	12.76	13.20
5	12.03	12.45	12.88	13.33
6	12.49	12.93	13.38	13.85

Cook Manager

	2007-2008	2008-2009	2009-2010	2010-2011
1	13.26	13.73	14.21	14.71
2	13.39	13.86	14.35	14.85
3	13.52	13.99	14.48	14.99
4	13.58	14.06	14.55	15.06
5	13.65	14.13	14.62	15.13
6	14.20	14.70	15.21	15.74

1. All personnel will be paid for hours worked only. However, paid holidays will be granted in accordance with the provisions of Work Calendar Article of this contract.
2. Cafeteria personnel involved in functions during the evening and/or weekend will be paid at the rate of one and one-half (1 1/2) times the regular hourly rate for services rendered.
3. Effective July 1, 2005, the District will grant a sixty (\$60.00) dollar clothing allowance per year to all regular full-time cafeteria workers payable in the last payroll in June. Such amount shall be prorated for part-time employees.

ARTICLE XII
(continued)

D. MAINTENANCE SALARY SCHEDULES

Building Mechanics/ Transportation/ Groundskeeper/Assistant Head Bus Driver

	2007-2008	2008-2009	2009-2010	2010-2011
1	36,013	37,273	38,578	39,928
2	37,273	38,578	39,928	41,325
3	37,638	38,955	40,319	41,730
4	37,821	39,145	40,515	41,933
5	38,664	40,017	41,418	42,867
6	40,035	41,436	42,886	44,388

1. Effective July 1, 2005, the District will grant a sixty \$60.00 dollar clothing allowance per year to all regular full-time maintenance employees payable in the last payroll in June. Such amount shall be prorated for part-time employees.

E. BUS DRIVER SALARY SCHEDULE

Bus Driver

	2007-2008	2008-2009	2009-2010	2010-2011
1	16.45	17.03	17.63	18.24
2	16.62	17.20	17.80	18.43
3	16.78	17.36	17.97	18.60
4	16.86	17.45	18.06	18.69
5	17.05	17.64	18.26	18.90
6	17.75	18.37	19.02	19.68

ARTICLE XII
(continued)

1. All personnel will be paid for hours worked only. However, paid holidays will be granted in accordance with the provisions of the Work Calendar Article of this contract.
2. Drivers who drive in excess of forty (40) hours in a given week shall be paid at one and one-half (1 1/2) times their rate for those hours in excess of forty (40) hours.
3. All drivers of school transportation conveyances shall be at least twenty-one (21) years of age.
4. Extra Driving:

Bus drivers with the longest continuous service in the School District shall receive priority status when the eligibility list for extra bus driving is established. All drivers wishing extra driving duties, i.e., 4:10 buses, 5:30 buses, athletic trips, field trips, etc., shall sign up at the beginning of each school year.

List #1: 4:10 and 5:30 buses

A schedule shall be made up of all drivers wishing extra assignments. The schedule should be set up so that all drivers have approximately the same number of runs a week in a two-week period. This should be a permanently set up schedule for the school year.

List #2:

List #2 shall include all drivers signed up for extra runs plus any drivers who regularly run athletic runs immediately after school. The list shall be set up in order of seniority. This list is for games, field trips, or any other busing immediately after school, after 5:00 P.M., or on Saturdays, Sundays, or days when school is not in session. Trips shall be assigned by seniority. Any driver refusing an extra driving assignment for any reason shall forfeit his/her opportunity for extra driving until list rotation provides him/her with another opportunity.

If the Superintendent or his/her designee deems that one driver is more qualified for a certain trip than another, he/she shall have the sole, exclusive right to assign the more qualified driver. The driver assigned shall be credited with the trip, and the driver or drivers bypassed shall retain their position on the seniority list. The District will attempt to equalize the number of trips assigned over a two month period.

All assignments shall be posted in the District garage.

ARTICLE XII
(continued)

5. Substitute Driving Credit:

Any full-time driver who is hired after July 1, 1977 and has driven for a minimum of one (1) full semester as a replacement for an individual driver on a specific run and is hired without a break in continuous service, will be given appropriate salary schedule credit. The date of full-time permanent hire shall be the controlling seniority date for purposes other than salary schedule placement.

6. When a weekend Extra Duty run is cancelled and the driver is given less than two (2) hours notice of the cancellation, he/she shall receive the equivalent of one (1) hour pay.

7. The District will reimburse all regular non-probationary bus drivers for the renewal of the required eight (8) year CDL license, up to a maximum of one hundred twenty-three (\$123.00) dollars. The driver must submit proof of payment prior to reimbursement.

8. Effective July 1, 2005, bus drivers will be paid one (1) hour for their annual 19A physical.

F. TEACHER AIDES/SCHOOL MONITORS/COMPUTER AIDES SALARY SCHEDULE

1. Hourly Rates for Teacher Aides/School Monitors/Computer Aides

Teacher Aides/ School Monitors/ Computer Aides

	2007-2008	2008-2009	2009-2010	2010-2011
1	7.15	7.40	7.90	8.40
2	7.15	7.40	7.90	8.74
3	7.15	7.40	8.24	9.17
4	7.47	7.74	8.67	9.57
5	7.89	8.17	9.07	10.01
6	8.28	8.57	9.51	10.65
7	8.70	9.01	10.15	
8	9.33	9.65		

ARTICLE XII
(continued)

In-School Suspension Aides

	2007-2008	2008-2009	2009-2010	2010-2011
1	9.37	9.70	10.04	10.39
2	9.77	10.11	10.46	10.83
3	10.17	10.52	10.89	11.27
4	10.52	10.89	11.27	11.67
5	11.18	11.57	11.97	12.39

2. When a Teacher Aide is required to substitute for a teacher, the teacher aide shall receive their regular daily rate or the appropriate substitute teacher rate, whichever is greater.

ARTICLE XII
(continued)

G. INSTRUCTIONAL TECHNOLOGY SUPPORT SPECIALIST SALARY SCHEDULES

Instructional Technology Support Specialist Tier I

	2007-2008	2008-2009	2009-2010	2010-2011
1	26,677	27,610	28,577	29,577
2	26,937	27,880	28,856	29,866
3	27,200	28,152	29,137	30,157
4	27,332	28,289	29,279	30,304
5	27,954	28,932	29,945	30,993
6	28,572	29,572	30,607	31,678
7	29,193	30,214	31,272	32,367
8	29,814	30,857	31,937	33,055
9	30,435	31,500	32,603	33,744
10	32,920	34,072	35,265	36,499

Instructional Technology Support Specialist Tier II

	2007-2008	2008-2009	2009-2010	2010-2011
1	32,740	33,886	35,072	36,299
2	33,059	34,216	35,414	36,653
3	33,382	34,550	35,759	37,011
4	33,544	34,718	35,934	37,191
5	34,165	35,361	36,598	37,879
6	34,783	36,001	37,261	38,565
7	35,405	36,644	37,927	39,254
8	36,025	37,286	38,591	39,941
9	36,645	37,928	39,255	40,629
10	37,268	38,573	39,923	41,320
11	39,752	41,143	42,583	44,074

ARTICLE XIII

SICK LEAVE BANK

I. General Provisions

- A. The ongoing administration of the Sick Leave Bank shall be carried out by a Sick Leave Bank Committee comprised of four persons (two administrators designated by the Superintendent and two CSEA members appointed by the President of CSEA). One administrator and one member shall service three-year terms. The other administrator and member shall serve two-year terms. The Committee shall be responsible for the adoption and modification of rules and regulations governing eligibility in and use of the Sick Leave Bank, together with all other necessary functions deemed appropriate for the orderly operation of the bank.
- B. All rules are subject to mutual approval of the Superintendent and President of the CSEA.
- C. For initial funding purposes only, the district will contribute 325 hours to the bank and staff members electing to participate shall each contribute the number of hours equal to one (1) of their days. Thereafter, the Sick Leave Bank shall be replenished by contributions of further unused sick hours from participating members on a basis to be determined by the Sick Leave Bank Committee.
- D. Reference to days shall be converted to hours at each participating employee's daily equivalent.

II. General Purpose

- A. A Sick Leave Bank shall be established and shall be administered in accordance with the guidelines set forth herein.
- B. The purpose of the Sick Leave Bank is to provide additional sick leave in cases where a member is seriously ill or injured. It will not cover short-term absences where there is no serious or prolonged disability.
- C. Once each year, before October 15, the Sick Leave Bank Committee may solicit members who have not joined the bank. Members may join by contributing one day of their accumulated sick days to the bank.
 - 1. Members joining the school system after October 15 will be eligible to join after October 15.
 - 2. To maintain the Sick Leave Bank at the maximum number of one times the number of contributing members plus 325 hours, the Sick Leave Bank Committee may solicit, each year before October 15, one day from each of its members.

ARTICLE XIII
(continued)

III. Contribution of Days to Sick Leave Bank

- A. Each member of the VVS non-professional staff may contribute up to one day of available sick leave toward the establishment of the Sick Leave Bank, with such contributions being made on appropriate forms designated and supplied by the district and filed by October 15.

At no time may the number of available days in the Sick Leave Bank exceed one times the number of contributing members in the bank plus 325 hours, a one-time contribution by the district.

- B. The total days in the Sick Leave Bank shall be maintained through the contributions of members who wish to participate voluntarily.
1. Days contributed to the Sick Leave Bank by any member of the bank, who later elects to discontinue his participation in the bank, shall remain in the bank.
 2. At such time as the total available days in the bank shall fall below 325 hours, the Sick Leave Bank Committee may call upon district members to contribute one additional day to restore the available days within the bank to an acceptable total; such total not to exceed the established limits of the bank.

IV. Use of Sick Leave Bank

- A. Application for use of days from the Sick Leave Bank will be in writing on forms designed by the Sick Leave Bank Committee.
- B. Five workdays of absence must occur following the exhaustion of all accumulated leave time before the member shall be eligible to draw upon days from the bank.
- C. Disabilities covered by Workmen's Compensation are excluded from application.
- D. To draw from the Sick Leave Bank, members must:
1. Have made a contribution to the Sick Leave Bank from their own available sick leave days.
 2. Have utilized all current and accumulated leave time available to them.
 3. Submitted a request to (and received approval from) the Sick Leave Bank Committee for use of the Sick Leave Bank.
 4. Provide such medical evidence as may be required at such intervals deemed appropriate by the Sick Leave Bank Committee in order to verify the need of the requested days.

ARTICLE XIV

CONFERENCES

- A. Selected members of the VVS CSEA Executive Board may attend conventions or conferences at School District expense with no deduction from personal leave time. The number of conferences and the expenses that are reimbursed shall be established annually by the Superintendent of Schools.

- B. The Association shall be allowed up to a maximum of six (6) days per year for the purpose of having these officers attend Civil Service Employees' Association conventions or conferences. These days may be divided among no more than two (2) officers at any one time. Convention expenses shall not be charged to the District.

ARTICLE XV

CIVIL SERVICE EMPLOYEES' RETIREMENT PLAN

All employees of this School District participating in the New York State Employees' Retirement System will be entitled to coverage under the improved noncontributory plan, Section 75-G as added by Chapter 1006 of the Laws of 1966, and the application of unused sick leave as additional service credit upon retirement, Section 41-J. This coverage begins July 1, 1972.

ARTICLE XVI

REDUCTION OF STAFF

A. Seniority:

For the purpose of this Article, seniority shall be defined as the length of an employee's continuous service with the District since original date of appointment in a job title within the bargaining unit. In the event that two (2) or more employees have been hired on the same day, seniority standing shall be assigned in alphabetical order.

B. Layoff and recall:

Subject to ability and fitness to perform the job, layoff of employees shall be within a job title, based on order of seniority as defined in A above. Recall shall be in the inverse order of layoff and no new employees shall be hired in these positions until all employees on layoff have been offered an opportunity to return to work.

The Superintendent's evaluation of ability shall be the primary factor of consideration with respect to layoff and recall.

C. The special rights of Veterans and Exempt Volunteer Firemen as prescribed by Sections 85 and 86 of the New York State Civil Service Law, and as amended from time to time, will be adhered to if layoff or recall become necessary.

D. An employee who has been laid off shall be placed on a preferred hiring list within his/her job classification for a period not to exceed twelve (12) months. If the employee is to be recalled during this twelve (12) month period, he/she will be notified by registered letter at his/her last known address. If the employee cannot be contacted, does not respond, or refuses recall, he/she automatically waives the right or claim to recall five (5) calendar days after the notice has been issued by the District.

SIGNATURE PAGE

**THE BOARD OF EDUCATION OF THE CITY SCHOOL DISTRICT
OF THE CITY OF SHERRILL**

By: _____
Superintendent

**VERNON-VERONA-SHERRILL
CIVIL SERVICE EMPLOYEES' ASSOCIATION**

By: _____
President

By: _____
Robert Riley, Labor Relations Specialist

Date