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Hilton Central School Employees' Association Contract



July 1, 2008 - June 30, 2012

TABLE OF CONTENTS

Article	Page Number(s)
Preamble	1
Article 1 – Recognition	1
Article 2 – Duration	2
Article 3 – Strike	2
Article 4 – Savings Clause and Non-Discrimination	on 2
Article 5 – Dues Check-Off and Other Payroll De	eductions 3
Article 6 – Association Rights	3-4
Article 7 – Definitions 7.1 Full Time Employees 7.2 Part Time Employees 7.3 Immediate Supervisor 7.4 Work Week	4 4 4 4
Article 8 – Vacancies/Transfer 8.1 Vacancies 8.2 Transfer 8.3 Encumbered Positions 8.4 Temporary Transfer 8.5 Weekend Cleaners	4-6 4-5 5 5-6 6
Article 9 – Leave of Absences 9.1 Sick Leave 9.2 Sick Leave Bank 9.3 Personal Leave 9.4 Military Leave 9.5 Jury Duty Leave 9.6 Child Care Leave 9.7 Bereavement Leave 9.8 Extended Leave	6-10 6 6-8 8-9 9 9 9
Article 10 – Compensation 10.1 Salaries 10.2 Additional Pays 10.3 Overtime Pay 10.4 Emergency Calls 10.5 Promotion 10.6 School Sanctioned Events 10.7 Tutoring 10.8 Additional Stipends	10-18 10-11 11-13 13 13 14 14 15

	10.9 Compensatory Time	15-16
	10.10 Professional Development Compensation	16-17
	10.11 Conference, Workshops and/or Training Meetings	17
	10.12 Longevity Stipends	17
	10.13 Attendance Incentive	18
Articl	e 11 – Medical Benefits	18-21
	11.1 Basic Health Plan	18-19
	11.2 Major Medical Plan	19
	11.3 Vision Care Plan	19
	11.4 Dental Insurance	19
	11.5 District Health Insurance Committee	20
	11.6 Insurance Opt-Out	20
	11.7 Extended Leave and Child Care Leave	20
	11.8 Section 105 Account (formerly VEBA)	20-21
	11.9 Section 125 Flexible Spending Plan	21
	11.10 Tax Sheltered Annuity Program	21
Articl	le 12 – Reimbursement	21-23
Aitio	12.1 Safety Shoe Reimbursement	21-23
	12.2 Safety Glasses Reimbursement	21
	12.3 Winter Clothing Reimbursement	21
	12.4 Custodial Service Protective Clothing	22
	12.5 Commercial Drivers License Reimbursement	22
	12.6 Reimbursement for Damage to Personal Property	22
	12.7 Hand Tools Reimbursements	22
	12.8 Tuition Reimbursement	23
	12.9 Mileage	23
	12.10 Effective Dates	23
Artic	le 13 – Retirement Benefit	23-25
	13.1 Retirement Incentive	23-24
	13.2 Retiree Health Insurance	24
	13.3 Forfeiture	25
	13.4 Portability of Employer Post-Retirement Health	
	Contribution	25
	13.5 Additional Service Credit (NYSERS Members Only)	25
	13.6 Continuation of Retirement Benefits	25
	13.7 Sick Day Buy Back At Retirement	25
Artic	le 14 – Worker's Compensation Supplemental Benefit	25-26
Antio	le 15 – School Closing	26-27
ALUC.	15.1 District Closings	26
	15.1 District Closings 15.2 Public Emergency Closings	26
	15.2 Fublic Emergency Closings 15.3 School Day Only Unit Members	27
	15.3 School Day Only Only Wellbers 15.4 Early Dismissal	27
	15.4 Early Dismissar 15.5 Delayed Start	27
	15.5 Delayed Start 15.6 Other Regional Emergencies	27
	15.6 Other Regional Emergencies 15.7 Notification	27
	12.7 130011000000	41

Article 16 – Vacation 16.1 Vacation Days	27-28 27
Article 17 – Work Year	28
Article 18 – Observed Holidays	29
Article 19 – Employee Evaluation	29-30
Article 20 – Seniority/Layoff 20.1 Seniority 20.2 Layoff 20.3 Reduction in Work Hours 20.4 Department and Job Categories	30-34 30-31 31 31-32 32-34
Article 21 – Special Provisions 21.1 Bus Drivers 21.2 Teaching Assistants/Teacher Aides 21.3 Nurses/Health Aides 21.4 Information Technology 21.5 Buildings and Grounds 21.6 Clerical 21.7 Custodial 21.8 Lunch Monitors	34-38 34-37 37 37 37-38 38 38 38
Article 22 – Grievance Procedure 22.1 Purpose 22.2 Definitions 22.3 Administration 22.4 Stage 1 22.5 Stage 2 22.6 Stage 3 22.7 Labor Management	38-41 38-39 39 40 40 40-41 41
Article 23 – Job Sharing	41-42
<u>Appendices</u>	
Appendix A – Starting Salaries	43-44
Appendix B – Personal Day Request	45

PREAMBLE

- 1 THIS AGREEMENT made this 5th day of March 2010 by and between David Dimbleby, Superintendent of
- 2 Schools of Hilton Central School District on behalf of the Hilton Central School District Board of Education
- 3 (hereinafter referred to as the "Board", and the Hilton Central School Employees' Association (hereinafter
- 4 referred to as the "Association").

ARTICLE 1 - RECOGNITION

1.1 The Board recognizes the Association as the exclusive bargaining agent for the following <u>School</u> <u>Related Personnel</u> positions:

Building Principal's Secretary Director of Transportation Secretary Athletic Director's Secretary

Director of Special Education Secretary Census & Attendance Specialist Student Information Specialist

Director of Elementary Education/Staff Development Secretary Director of Secondary Education/Staff Development Secretary

Middle School Guidance Secretary High School Guidance Secretary Assistant Principal's Secretary Information Technology Specialist

Special Education Assistant

Bookkeeper Copy Center Clerk Library Clerk Attendance Clerk

Elementary Guidance Secretary Continuing Education Specialist

Telephone Operator Registered Nurse Health Aide Physical Therapist Occupational Therapist

COTA

Teaching Assistant Library Assistant Teacher Aide Lunch Monitor
Head Bus Driver
Bus Driver
Bus Attendant
Head Mechanic
Auto Mechanic A
Auto Mechanic B

Technical Services Coordinator

Microcomputer Maintenance Technician

Senior High Head Custodian Middle School Head Custodian Elementary Head Custodian Night Custodian Supervisor

Night Custodian Custodian Cleaner Recycler

Weekend Cleaner

Laborer

Groundskeeper I
Groundskeeper II
HVAC Service Engineer
Maintenance Mechanic I
Maintenance Mechanic III
Maintenance Mechanic III

Courier Building Aide Lifeguard

Substitutes with more than six months continuous service in any title listed above.

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Such recognition shall extend for the maximum period allowable pursuant to applicable sections of the Public unit members Fair Employment Act.

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The status of new school related personnel positions created by the Board shall, upon failure of the Board and the Association to mutually agree, be subject to the certification procedures of the Public Employment Relation

15 Board.

ARTICLE 2 - DURATION

- The parties agree that all negotiable items have been discussed during the negotiations resulting in this contract. Further, the parties agree that negotiations will not be opened on any matter, whether contained herein or not, during the life of this Agreement; except through the written consent of both parties.
- This Agreement shall become effective at 12:01 AM on the 1st day of July 2008 and continue in full force and effect until midnight, June 30, 2012. This agreement will remain in effect for a twelve-month period of time beyond its normal expiration unless either party, on or before January 15, 2012, submits a written request for negotiations on a successor Agreement.
- 0 2.3 In witness whereof the parties hereto have hereunder set their hands and seal this 5th day of March, 2010.

Superintendent of Schools

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Chief Negotiator, HCSEA

ARTICLE 3 - STRIKE

The Association hereby reaffirms that it will not engage in any strike, work slowdown, or any "job action" precluded by law or cause, instigate, encourage, assist or endorse any strike, slowdown, or similar "job action".

ARTICLE 4 - SAVINGS CLAUSE AND NON-DISCRIMINATION

- 4.1 If any provision of this Agreement, or any application thereof, is found contrary to law, then such provision or application shall be deemed invalid except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
 - 4.2 **LEGISLATIVE APPROVAL**
- 7 IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS
 8 AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY
 9 AMENDMENT OF LAW OR PROVIDING THE ADDITIONAL FUNDS THEREFORE, SHALL NOT
 0 BECOME EFFECTIVE UNTIL THE LEGISLATION IS SIGNED INTO LAW.
 - 4.3 NON-DISCRIMINATION
- The District will not discriminate against any unit member because of his or her membership in the Association, or because of any action of such unit member on any committee of the Association, or any action on behalf of the Association.

ARTICLE 5 - DUES CHECK-OFF AND OTHER PAYROLL DEDUCTIONS

- Upon the written authorization of the unit member, the District will deduct from the salary of its unit members such amounts for membership dues as the unit member may specify and will transmit said sums to the HCSEA upon completion. Said deductions shall be made from twenty pay periods between September 1 and June 30.
 - 5.2 Upon twenty-five (25) days written notice to the Payroll Office, a unit member may revoke his/her dues authorization. Agency fee submissions shall continue to the extent of statute.
 - 5.3 The District agrees to make available through payroll deduction the following:
 - a) Savings plan and/or U.S. Savings Bonds purchase plan at a designated bank.
 - b) The District will make available the opportunity for a unit member to participate in the federally regulated annuity program. Selection of the program is at the option of the employee. Eligible plan sponsors shall be the same as made available to the members of the Hilton Central School Teachers' Association.
 - c) The District agrees to make available to unit members direct payroll deposit.
 - d) NYSUT Benefit Trust,
 - e) United Way contributions,
 - f) VOTE/COPE,

- g) Tax Sheltered Annuity Contact Business Office for appropriate form
- h) Section 125 Plan,
- i) Hilton Education Foundation contributions
- All unit members participating in payroll deduction for savings, life insurance or annuity program are restricted from making more than one salary adjustment for payroll deduction per school year. However, unit members can terminate an agreement on a savings or annuity program for amounts not yet earned.
- 5.5 The Association agrees to indemnify and save the District harmless from any and all claims, suits or any other forms of liability arising out of any and all deductions of money for the Association including but not limited to NYSUT Benefit Trust, VOTE/COPE, Association dues, etc.

ARTICLE 6 - ASSOCIATION RIGHTS

- 6.1 The President of the HCSEA and/or the President's designee shall be allowed to visit the schools within the District to investigate working conditions, problems, and for other purposes as related to the welfare of the Association. These visits are to be arranged with the administrator in the building so there will be no interruption in service. These visits may be made during off-duty hours or during duty hours. If they are during duty hours, arrangements will be made with the immediate supervisor of the President and/or the President's designee and the immediate supervisor of the area where the visit is to be made. Such arrangements must be made at least twenty (20) hours in advance whenever possible. The total number of visitation hours away from the workstation during the year shall not exceed fifty (50). The President will maintain a log of release time and keep a copy of such log on file in the office of the Assistant Superintendent for Human Resources.
- 6.2 The District will permit the Association President or his/her designee up to five (5) days without loss of pay to attend out of district meetings, workshops, and/or conferences relating to Association business with prior consent and mutual convenience.

The President of the Association will appoint unit members to serve on the District Health and Safety Committee per Commissioner's regulation 155.4.

ARTICLE 7 - "DEFINITIONS"

7.1 Full-time Employees

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- 7.1.1 Full-time unit member An unit member who is regularly assigned to work twenty (20) or more hours per week and who is assigned to work for a period of six (6) months or more for the District is a full-time employee.
- 7.1.2 A full-time employee, for all purposes except Insurance, shall include unit members in the following categories who are assigned to work for a period of six (6) months, as outlined in Article 8.3, for the District: lunch monitors, bus attendants, and bus drivers who are regularly assigned to both morning and afternoon bus runs/shifts. A unit member who works under two job titles or whose assigned combined hours equal twenty (20) or more hours per week, and who is assigned to work for a period of six (6) months, shall also be considered a full-time employee.

7.2 Part-time Employee

- 7.2.1 An unit member who is regularly assigned to work less than twenty (20) hours per week or who is assigned to work for a period of time which is less than three (3) months for the District is a part-time employee.
- 7.2.2 School day only or 12 month unit members who are required to work on an everyday basis will receive sick days, bereavement leave, and holidays (based on the number of hours regularly worked.)

7.3 <u>Immediate Supervisor</u>

An administrator or supervisor, who is directly responsible for the area and personnel in which the unit member works.

7.4 Work Week

The typical work week for all unit members shall be Monday through Friday, except those hired to work an alternative work shift, including weekend cleaners.

ARTICLE 8 - VACANCIES/TRANSFER

8.1 Vacancies

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- Qualifications, ability and demonstrated work record as determined by the District shall be the primary considerations in the filling of vacancies and promotion of bargaining unit members to positions in the bargaining unit. All other factors being equal, seniority among applicants, within the department where the opening exists, shall be the tie breaker.
- 28 8.1.1 All full-time and part-time position vacancies shall be posted for ten (10) days excluding holidays and weekends prior to the time that the District permanently fills the position.

This requirement does not apply to bus driving vacancies. All full and part-time position vacancies shall be posted in the Transportation Department for ten (10) days excluding holidays and weekends prior to the time that the District permanently fills the position. All initial mid-year run vacancies shall be posted for a period of two (2) work days. Such positions shall be offered to drivers with fewer hours than the posted run. Vacancies created by drivers changing runs as a result of an initial posting, shall be filled by individual contact with drivers on a seniority basis who have fewer hours than the driver appointed to the initial posted run.

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This requirement does not apply in the case of existing full-time unit members whose assigned work hours are increased within their salary classifications. Further this requirement does not apply in the case of vacancies in encumbered positions.

All part-time unit members will be given first notice for any positions that the District intends to combine into one full-time position.

If the District has not filled a position within two (2) months of the posting, the reason will be communicated to the President of the Association.

8.1.2 Unit members, who apply in writing for a full-time vacancy and are unsuccessful, shall be notified in writing as soon as practicable with reason(s).

8.1.3 Employees who apply for a second job in the District may be denied this second position if such additional work would require the District to pay overtime on a regular basis.

8.2 Transfer

24 8.2.1

8.2.1 Upon an initial vacancy, the District will allow a qualified transfer to the position and a transfer into the vacancy created by the first transfer. At that point, the District may fill the opening created by the second transfer in the manner which best serves the District's needs. No right of transfer exists when an unit member seeks a position that has a greater number of scheduled hours than the one which they currently occupy. Bus Drivers, whose scheduled hours are dependent on the trips which they select, based on seniority, are not covered by this provision.

8.2.2 A transfer is recognized as moving to a position which is equal in job category or below. The unit member who transfers relinquishes rights to the previously held position except as specified by Civil Service Law.

All positions at a higher salary level must be applied for in writing.

Unit member transfers will be approved at the sole discretion of the administration for the first 3 years of employment.

8.2.3 In the event that a teaching assistant needs to be involuntarily transferred to another building, the teaching assistant with the least district seniority in the building will be transferred.

8.3 Encumbered Positions

In the event that a substitute is in continuous service for more than a two (2) month period of time in the same position, an individual will be considered an interim unit member and entitled to the starting salary retroactive to the first day of employment in that position. Such service must be continuous in nature

with no breaks excluding holidays. The shift differential is not paid unless the position exceeds six (6) months. In the event the District is aware of a vacancy extending beyond six (6) months, the individual in the encumbered position will be entitled to the benefits of this contract with the exception of seniority and vacations.

8.4 <u>Temporary Transfer</u>

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In the event that a full-time unit member is assigned by the immediate supervisor to temporarily work in a higher rated salary classification for a period in excess of ten (10) consecutive working days, such full-time unit member will be temporarily placed upon the higher salary schedule retroactive to the first day of such assignment.

8.5 Weekend Cleaners

The District may add part-time unit members in the title of cleaner for the purpose of staffing buildings during weekends, holidays and school recess periods. Such positions will be posted according to the terms of this agreement except that current unit members may be denied this position should such work place them in the overtime category.

ARTICLE 9 - LEAVE OF ABSENCES

9.1 Sick Leave

- 9.1.1 Full-time unit members covered by this Agreement will earn one (1) day sick leave per month of employment with full pay which will be credited in total at the beginning of each school year. Unused sick leave days for full-time twelve month unit members may be accumulated to a maximum of 260 days. Unused sick leave days for all other full-time unit members may be accumulated to a maximum of 190 days. Supplementary days shall be granted on the basis of one (1) supplementary day for each unused day of the grant for that year, but total days accumulated (supplementary plus unused) shall not exceed the maximum accumulation of days listed above. This sick leave policy will apply to the full-time unit member in case of his/her sickness or an emergency with a spouse or child, sibling when the unit member is the primary care giver, parent, stepparent or in-law.
- 9.1.2 Part-time unit members covered by this Agreement will earn a pro-rated portion of one (1) day sick leave per month of employment with full pay which will be credited in total at the beginning of each school year. Unused sick leave days for part-time twelve month unit members may be accumulated to a maximum of 260 days. Unused sick leave days for all other part-time unit members may be accumulated to a maximum of 190 days. Supplementary days shall be granted on the pro-rated basis of one (1) supplementary day for each unused day of the grant for that year, but total days accumulated (supplementary plus unused) shall not exceed the maximum accumulation of days listed above. This sick leave policy will apply to part-time unit members in case of his/her sickness or an emergency with a spouse, child, sibling when the unit member is the primary care giver, parent, stepparent or in-law.

9.2 Sick Leave Bank

9.2.1 Operation of Sick Leave Bank July 1, 2008 – June 30, 2010

A Sick Leave Bank shall exist for use by the Association that shall operate on a fiscal year basis beginning July 1 and ending June 30. The purpose of the bank will be to provide members of the Association with additional sick leave in cases of serious illness and/or serious injury not attributable to

the workplace. Employee-member of the Sick Leave Bank must have an illness and/or injury necessitating twelve (12) consecutive school days of absence before becoming eligible to use the sick bank.

The following criteria will be applied to the use, installations and management of the Sick Leave Bank:

- a) All employees covered by this collective bargaining agreement will be required to donate two (2) days of their accumulated sick leave to the bank at the time of their initial employment.
- b) When possible, sick bank days will be requested in writing to the Assistant Superintendent for Human Resources within ten (10) working days prior to the use of the bank. A member of the sick bank may not utilize same before his/her own sick leave is exhausted.

The Assistant Superintendent for Human Resources will, in consultation with the School Physician, review requests regarding sick bank applications and communicate his/her decision to the applicant and the Association President.

- c) The total number of sick leave days granted for any bank members cannot exceed sixty (60) days during a fiscal year (July 1 June 30). Reapplication will be made at intervals of twenty (20) days following the application process.
- d) The total number of days within the sick bank will not exceed three hundred (300) days. There will be a supplementary sick bank not to exceed three hundred (300) days which will be used to replenish the Sick Leave Bank when it falls below one hundred and fifty (150) days.
- e) Reassessment for the bank will take place by May 15 of each school year and be accomplished in .5 units of sick days per bank member.
- f) Whenever it becomes necessary to replenish the sick leave bank, each unit member of the sick leave bank must contribute an equal number of sick days. Contributions to the sick bank do not count against perfect attendance.
- g) Days deposited to the bank are considered to be property of the sick bank and are no longer the property of the individual depositing them.

9.2.2 Operation of Sick Leave Bank Effective July 1, 2010

The Hilton Central School District agrees to maintain a Sick Leave Bank for use by the members of the HCSEA. The purpose of the bank is to provide members with additional sick leave in cases of serious illness and/or serious injury not attributable to the workplace. Unit members of the bank must have an illness and/or injury necessitating twenty (20) consecutive school days of absence before becoming eligible to use the sick bank.

The following criteria will be applied to the use and management of the Sick Leave Bank:

a) Members are eligible to use the sick bank commencing on the 21st consecutive day of their illness and/or injury, or when his/her own sick leave is exhausted, whichever is greater. (For unit members who do not have at least twenty (20) days of accumulated sick leave, there will be a period of time when he/she is not paid.)

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- b) The HCSEA President will notify the Office of Human Resources in writing at least 10 days in advance when days are to be awarded to an individual unit member.
- c) The number of sick bank days a member can use in any school year is limited to the number of sick days the individual member had as of September 1 of the school year in which the request for sick bank days is being made, but no more than sixty (60) in any school year.
- d) All days requested but not used must be returned to the sick bank by the district.
- e) The total number of days within the sick bank will not exceed three hundred (300).
- f) The sick bank will be replenished when the bank falls below one hundred fifty (150) days. The sick bank will be replenished by deducting .5 units of sick days per bank member. Whenever it becomes necessary to replenish the bank, each unit member must contribute an equal number of sick days.
- g) Contributions to the sick bank do not count against perfect attendance.
- h) Days deposited to the bank are considered to be property of the bank and are no longer the property of the individual depositing them.
- i) The HCSEA will be responsible for the criteria for use.

9.3 Personal Leave

9.3.1 If a full-time unit member finds that it is necessary for an appointment to be made during working hours to take care of personal business that cannot be scheduled at any other convenient time, the District will make an effort to relieve the full-time unit member from his or her duties for that period of time that is necessary for him or her to be away.

A maximum of three (3) days per year may be allowed for 10-month unit members and a maximum of five (5) days per year may be allowed for 12-month employees, regardless of the number of positions held by an individual employee. Each full-time unit member may request either full or half-days for approval by the immediate supervisor or Building Principal with three (3) days' prior notice, whenever possible.

Personal days are not intended to be used as an extension of vacations, holidays, or weekends. For 12 month employees, at the third (3rd) submission of a personal day request form and for 10 month employees, at the second (2nd) submission of a personal day request form for use immediately before or after any of the following: vacations, holidays or weekends, the member's immediate supervisor may ask for an explanation and/or proof that shows the intended use of the personal day is for business that cannot be scheduled at any other time.

For purposes of this section, other reasons for which personal leave days have been granted under Section 10.1 of the predecessor agreement shall continue to be valid in this agreement.

9.3.2 There may be times when unit members need more than their allotted personal time but less than that described in Article 9.8 – Extended Leave. In these cases, permission may be granted solely at the discretion of the Assistant Superintendent for Human Resources. Any days beyond the three allowed for 10 month unit members and the five allowed for 12-month unit members taken under these

circumstances will nullify the employee's eligibility for the Attendance Incentive and reduce seniority by the number of unpaid days, if any.

9.3.3 Any unused personal business days shall accumulate as sick days.

9.4 Military Leave

 Any members who are members of an organized militia or reserve unit, or members who enter military service while in the employ of the District shall be granted leaves of absence with such rights as provided under New York State Military Law Sections 242 and 243.

9.5 Jury Duty Leave

 The employer recognizes the responsibility of citizens to serve as jurors and will provide the opportunity for unit members to serve when they are summoned. Unit members will promptly notify their immediate supervisor or building principal when summoned for jury duty.

 Each regular full-time and regular part-time and regular bus driver who is required to serve on a jury, or is required to report to court in person to a jury duty summons, or is required to report for jury examination shall be paid his/her regular hourly rate. It is understood that any stipend or payment received for such services will be turned over to the District less any expenses incurred for parking and food when supported by receipts.

Jury duty leave shall not be deducted from personal leave days.

9.6 Child Care Leave

 All full-time classified unit members may petition the Board for a child care leave of absence.

 The petition must be in the form of a letter to the immediate supervisor and Human Resources Office and must state the expected delivery date and the date expected to return to work and the attending physician's name.

Each request for child care leave shall be reviewed by the Human Resources Office. However, no child care leave may extend beyond one (1) year from the last day actually worked.

Child care leave of absence is without pay. No sick time or vacation time would accrue during this period of time.

The unit member will notify the district, in writing, at least 30 days prior to the termination of the leave, as to his or her intent to return to the district. Lack of notification will imply that the unit member does not wish to return to his or her position.

9.7 Bereavement Leave

In the event of death in the immediate family, all unit members may be granted leave with pay for up to three (3) days per bereavement, upon approval of the immediate supervisor or Building Principal. In the event that the bereavement leave is for a location outside of the immediate area (Monroe, Orleans, Genesee, Wyoming, Livingston, Ontario and Wayne Counties), the unit member may request up to an additional two (2) days leave, subject to the approval of the immediate supervisor or Building Principal.

Immediate family includes mother, father, spouse, daughter, son (natural, stepchild or legally adopted), brother, brother-in-law, sister, sister-in-law, mother-in-law, father-in-law, son-in-law, daughter-in-law, grandchild, grandparent, stepfather, and stepmother.

Death of a near relative (aunt, uncle, first cousin, niece, nephew or godchild) a unit member may be granted one day with pay with permission to be granted by the immediate supervisor or Building Principal.

9.8 Extended Leave

Full-time unit members may request permission to take an extended leave of absence without pay. This leave is for a period of at least ten (10) consecutive work days and not to exceed six (6) months and the request must be made to the Assistant Superintendent for Human Resources in writing at least four (4) weeks prior to start of the leave, whenever possible. (The Assistant Superintendent for Human Resources may waive the four week notice.) Approval for the leave must be obtained in writing from the Assistant Superintendent for Human Resources. A one-time extension can be requested. Such request must be in writing within four (4) weeks of the conclusion of the original leave.

During this extended leave, no sick time, vacation time, seniority or other benefits will accrue.

It is the full-time employee's responsibility to make arrangements with the Benefits Specialist for the payment of medical insurance costs during the leave.

If the unit member on leave properly notifies the district of his or her intent to return, the Board will make every effort to reinstate the full-time unit member upon his return in the same classification held when leave began. If no opening exists in that classification, the Board will attempt to place the full-time unit member in some other classification where there is an opening and if he or she is qualified to hold such classification. However, all Civil Service appointments must comply with Civil Service laws.

ARTICLE 10 – COMPENSATION

10.1 Salaries

All staff members, employed with the District prior to June 30, 2008, will receive an increase on their individual base salaries, exclusive of supplemental pay for longevity, P.S.P., shift differential, lay-over, etc. of the following:

2008-09	3.50%
2009-10	3.75%
2010-11	4.00%
2011-12	4 25%

10.1.1 Retroactive Payments (Current Employees)

Employees hired during the 2008-09 school year will receive their salary determined by their initial contract but will be entitled to the raise aforementioned during the 2009-10 school year. New unit members hired during the 2008-09 school year will be entitled to the hire in rate established in the starting salaries table (Appendix A).

10.1.2 Retroactive Payments (Past Employees)

Unit members employed between July 2008 and December 2009 that resigned for the purpose of retirement will be eligible for retroactive payments. Unit members that resign for any other purpose will not be eligible for retroactive payments.

10.1.3 Salaries for New Hires

New hires will be paid the starting rate listed in Appendix A. The District may grant credit for up to five (5) years when hiring clericals with relevant experience in the public sector or in the same or higher Hilton internal job title, or when hiring Maintenance Mechanics I and II, Head Mechanic, Automotive Mechanics A and B, Groundskeepers I and II, or Microcomputer Maintenance Technicians with relevant job skills, or when hiring Head Bus Drivers with a Department of Motor Vehicles Article 19A driver certification. The District will give notice in such an event to the Association President and the reason for the anomaly. Any other discrepancies from the starting rates will be negotiated with the Association.

10.1.4 Salaries for Newly Created Positions in the Bargaining Unit

The District agrees to negotiate with the Association concerning salaries for newly created positions in the bargaining unit which are not listed on the attached salary schedules.

10.1.5 Interns

Computer interns, receiving compensation by the school district shall not have the length of their internship extend beyond one year. At the one year point the school system may retain the intern by placing them into the appropriate category within the collective bargaining agreement or decide to discontinue the internship. If an intern is retained, the time served shall be retroactive to the starting date of employment for all time accruing benefits within the agreement. The decision to retain interns is the sole discretion of the school district, and is not subject to the grievance procedure.

10.2 Additional Pays

10.2.1 Buildings and Grounds

10.2.1.1 Shift Differential

A shift differential for "B" time work equivalent to \$.60/hour.

A "B" trick will be considered to be approximately 3:00 p.m. to 11:30 p.m. To receive this premium the unit member must work through 7:00 p.m.

Upon request of the Director of Buildings and Grounds, the shift differential shall be paid for all hours worked by members in these positions, including temporary assignments to daytime hours for ten (10) days. For assignments lasting greater than ten (10) days, the shift differential shall not be paid for the remainder of the daytime assignment

A "C" trick will be considered to be approximately 11:30 p.m. to 7:00 a.m. To receive this premium the unit member must work through 2:00 a.m. A unit member assigned to work "C" trick shall be paid

seventy (70) cents per hour premium above his normal wage. If a unit member starts work prior to 11:30 p.m. and works through 2:00 a.m., or hours not considered the normal "C" trick hours, he/she will be paid the premium as stated above from midnight through the end of the shift. Times noted in this section are approximate, and are for illustration purposes only.

This procedure does not cover driving buses or snow plowing.

Any regularly scheduled "B" or "C" shift unit member who is absent during his/her regularly scheduled work-shift due to sickness, vacation, personal day or bereavement will be paid the premium unless the aforementioned absence is taken as unpaid time.

The shift premium will not be paid to "B" or "C" shift workers who, during school recess period, do not work as qualified "B" or "C" shift.

The shift premium will be paid to "B" or "C" shift unit members for legal or floating holiday hours that the individual would normally qualify for except on those holidays which occur during a normally scheduled recess period.

Normally schedule "B" or "C" shift workers who do not work due to an emergency school closing will receive the shift premium for the hours that would have qualified for the premium.

10.2.1.2 Weekend Building Checks

During the designated heating season or because of other special circumstances, as part of the Head Custodian's responsibility for the operation and security of his/her building, it is expected that he/she shall make a building check between noon Saturday and noon Sunday.

This building check shall be waived if a Custodial Staff person assigned or called in to the building for any other purpose on either the Saturday or the Sunday of a given weekend.

In the event that the Head Custodian is unable or unavailable to perform a weekend building check, it is his/her responsibility to arrange for another member of the building staff to perform the building check or if other methods of assessment indicate that such a check is unnecessary.

Weekend Building Check time earned can either be taken as wages or used as compensatory time, at the discretion of the employee.

10.2.2 <u>Nurses</u>

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The District shall employ the Senior High nurse, if available, to assist with sports physicals given during the summer vacation. In the event that the Senior High School nurse is not available, other building nurses will be employed prior to the employment of non-bargaining unit members. Such employment will be compensated for over and above the annual salary at the per day rate of the annual salary.

10.2.3 Teaching Assistants

10.2.3.1Post Secondary Degree Compensation

Teacher Assistants are eligible to use tuition waivers from any teacher in the District in the event that said teacher will not be using the waiver. Directions must be followed concerning proper sign-off and

obtaining approval and signature of the Superintendent. 1 2 3 Annual stipends for teaching assistants: Associate's Degree \$ 500 Bachelor's Degree \$ 750 6 7 Master's Degree \$1,000 8 9 These stipends will be payable the July following the school year in which the degree is earned. Teaching Assistants who have been reimbursed under Article 12.8 for 50% or more of the course work 10 11 associated with the award of the degree shall be ineligible for this stipend. 10.2.3.2 Substitute Teaching When a teacher is absent from his/her classroom/work assignment for a half day or more, the teaching 12 assistant shall receive a stipend of 25% of the per-diem (half-day or full-day) uncertified short term rate 13 for the day. 14 15 16 Assignment as a teacher when the teacher is absent from his/her classroom/work assignment will be strictly voluntary and must be agreed to by the supervisor and the teaching assistant prior to performing 17 the duties as the substitute. 18 10.3 Overtime Pay 19 A full-time unit member who works over forty (40) hours in a work week will be entitled to receive pay 20 computed at one and one-half (1-1/2) times his/her normal rate for all hours worked over the forty (40) 21 hour work week. Personal days and sick hours are not to be included in computing the forty (40) hour work week. Computation will be based on actual time worked. 22 23 24 Full-time unit members who are called in to work on Saturday and have completed forty (40) hours over 25 a work week, will be paid at a work rate to be one and one-half (1-1/2) times their regular wage. 26 27 Full-time unit members who are called in to work on Sunday or paid holidays and have completed a forty (40) hour work week will be paid at a rate to be two (2) times the regular rate. 28 29 30 This policy does not cover part-time or temporary workers or where other arrangements have been made for compensation. A full-time unit member who wants to make up some lost time will be able to make 31 arrangements with his immediate supervisor to do this, and the time sheet will carry a notation that this 32 is not to be paid at the premium rate. 33 10.4 **Emergency Calls** 34 In the event that it is necessary for a unit member to report immediately to the workplace in response to an emergency situation at a time when he/she is not ordinarily scheduled, the unit member shall receive 35 compensation at time and one half (double for Sundays and Holidays) for actual time worked. 36 37 Actual time worked shall mean the total time for the time he/she reports to the workplace through the 38 time of departure from the workplace. The unit member will be paid a minimum of one (1) hour. 39

This time may be compensated as wages or compensatory time at the employee's discretion.

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10.5 Promotion

Employees receiving a promotion to a higher salary classification shall be placed in the higher salary classification so that such unit members shall receive the 10% (ten percent) between the area(s) of classifications or the starting salary of that classification whichever is greater. A higher salary classification is defined as a classification which has a higher minimum entry level than the original salary classification.

If a unit member transfers to a lower salary classification, the unit member shall receive the 9% (nine percent) difference between the area(s) of classification which would be a reduction in salary. A lower salary classification is defined as a classification which has a lower minimum entry level than the original classification.

Transfer to a Higher Salary Classification while serving in an Interim Position - In the event that a unit member moves to a higher salary classification while serving in an interim position, such increase in salary will be ten percent (10%) or the starting rate, whichever is greater.

When a unit member moves from a higher salary classification to an (interim) lower salary classification, the unit member will receive a salary of the lower classification commensurate with the employee's years of service in the District.

When the unit member returns to the former higher salary classification, she/he will not be eligible for their percentage increase. If the interim appointment goes beyond July 1st, the unit member will be eligible for the salary increase accorded in that contract year.

10.6 School Sanctioned Events

Rates for school sanctioned events shall be according to the teachers' contract (This is to include any retroactive pay).

If teachers are available and desire to hold these positions, they shall have preference.

Trips shall be categorized as either required or voluntary attendance.

- a) In the event that a member desires to attend a school sponsored field trip or similar activity that would require that the member be absent from his/her post, they shall receive their regular pay when their attendance at such an event is deemed by the building principal part of the job duties of the member.
- b) In the event a member wishes to attend an event which involves their child, they shall receive compensation only if their attendance meets the criteria in Section A. Members attending a trip or similar event that involves their child, but is unrelated to their position may attend upon prior approval of the principal or supervisor and may use available personal or vacation days as may apply to that member.
- c) The principal or supervisor has full authority to determine whether the member's attendance is required or voluntary. His/her decision is not grievable.

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10.7 Tutoring

When the District has a need to hire tutors, the following shall apply:

- a) Post the positions with enough specificity regarding the hours of work so as to assist any potential candidates in applying for the position.
- b) Once the hours are established the hours may not be substantially changed without reposting the position.
- c) Tutoring positions will be offered to qualified teachers, teaching assistants, and teacher aides in that order of preference.
- d) The tutors in Alternative Education, Home/Hospital, Out-of-School Suspension and GED programs are exceptions to items 1-3.
- e) Compensation is established according to the agreement with the Hilton Teachers' Association collective bargaining agreement.

10.8 Additional Stipends

- a) Clerical unit members will be paid time and a half for any work over forty hours per week. Attendance at meetings or other required activities held outside his/her regular work day, when mandated by his/her supervisor, will be counted.
- b) \$1200 per year will be paid to any elementary clerical staff to handle extracurricular activity accounts if he/she is not classified as an account clerk or account clerk/typist, or whose primary job responsibility is not dealing with school accounts. This amount will be pro-rated on the basis of time worked when more than one unit member assumes this responsibility, and will be paid by the end of the fiscal year.
- c) Transportation: a stipend of a total of \$200 per month will be paid to the person/persons assigned the task of making arrangements, outside the regular work day, for substitutes and extra trip transportation. This stipend is not to be used to increase the normal work day hours. Effective July 1, 2010, the District will approve overtime, following the pre-approval process defined by the District, for head bus drivers for any assigned work performed above forty (40) hours per week as administered for other overtime payments within the District, including work that must be performed away from the work site.

10.9 Compensatory Time

If a unit member is directed to work beyond their regular work hours by their immediate supervisor, the unit member may elect compensatory time or regular wages. In the case of an unit member being required to work beyond forty (40) hours per week, the unit member shall accrue compensatory time at one and one-half (1-½) hours for each hour worked beyond 40 hours per week, unless the work is done on a Sunday or a holiday. In this case, the unit member shall accrue compensatory time at two (2) hours for each hour worked. Compensatory time will be taken at a time that does not conflict with the district's operations and requires the written approval of the employee's immediate supervisor.

Unused compensatory time for ten-month unit members will be compensated at the employee's regular

hourly rate at the end of the work year (June 30). Unused compensatory time for 12-month unit members will be compensated at the employee's regular hourly rate at the end of the work year (June 30). 12-month unit members may also elect to carry over up to forty (40) hours to the next year. Accumulated compensatory time may not exceed forty (40) hours.

10.10 Professional Development Compensation

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10.10.1 Teaching Assistants, Teacher Aides, and Nurses In-Service Training

Teaching assistants, teacher aides, and nurses who successfully complete district approved in-service courses are eligible to receive a salary increase of \$.05 (five cents) per hour added to their present base rate for each six (6) hours of in-service. Such in-service courses must be approved prior to enrolling in them. The in-service courses to which a stipend is paid must be outside the regular working hours at the expense of the employee. College courses will not be considered for in-service credit. Notification must be given by October 15 of the school year to receive the adjustment on or about December 15 of that same school year. Notification must be given by June 1 of the school year to receive adjustment by the beginning of the subsequent school year.

10.10.2 Professional Standards Certificate

An additional differential will be given to any full-time clerical unit member who has attained the Professional Standards Certificate from the National Association of Educational Secretaries and will be payable the July following the school year in which the certificate was earned.

Certificate Level	Differential Per Year
Basic	\$ 225.00
Associate	\$ 325.00
Advanced	\$ 450.00
Bachelors Degree	\$ 750.00
Masters	\$1000.00
C.E.O.E	\$1500.00 *

^{*}To receive the CEOE differential, the unit member must show yearly development by serving on at least one approved District committee, or attending at least one workshop or professional development training, and proof of membership in either the state or national Educational Office Secretaries Association in the previous year.

It is the intention of the parties that credit differentials are provided to encourage individual full-time unit members to obtain a professional background and to reward this effort.

Teaching Assistants and Secretaries, after one or more years of service in the District, will be eligible for a leave of absence without pay for a period of one semester or one school year, to pursue a program containing no less than twelve (12) credit hours per semester in accordance with a written plan for education to be approved by the Superintendent of Schools. No more than three (3) members shall be granted educational leave in one school year. If more than three (3) members request such a leave, the member with the greatest seniority shall be afforded preference. Such leave accords that unit member be reinstated in the same position upon return. The credit hours earned during the leave will not be considered in Article 10.2.3.1 during that year or any future year.

10.10.3 School-Related Personnel Growth and Development Program

A full-time unit member will be entitled to participate in the School-Related Personnel Growth and Development Program and will be paid an additional differential when they have attained a Certificate in accordance with the standards and levels mutually agreed upon by the Association and the District.

The Differential will be payable each July following the school year in which the certificate was earned as noted in the chart below.

Certificate Level	Differential Per Year
Basic	\$175.00
Associate	\$275.00
Advanced	\$375.00

It is the intention of the parties that credit differentials are provided to encourage individual full-time unit members to obtain additional education and to reward this effort.

\$425,00

Teaching assistants, teacher aides and nurses who participate in District approved in-service courses and receive a salary increase in accordance with Section 10.10.1 and full-time clerical unit members who participate in the Professional Standards Program and are compensated in accordance with Section 10.10.2 are not eligible to receive benefits as described in Section 10.10.3

10.11 Conference, Workshops and/or Training Meetings

Bachelor's Degree

If unit members are required by the District to attend conferences, workshops and/or training meetings, they will be compensated at their regular rate of pay for the hours in attendance, as approved by the immediate supervisor. If the meetings are outside the District, reasonable expenses, including but not limited to meals, travel and lodging will be paid.

10.12 Longevity Stipends

Full-time unit members covered by this Agreement will receive longevity stipends as described in the table below. The amount will be paid in July of each year. Once the award has been achieved it is paid annually or until the next service credit benefit is achieved.

Longevity Credit	Annual Award
Ten (10) Years of Longevity	\$325
Fifteen (15) Years of Longevity	\$825
Twenty (20) Years of Longevity	\$1,400
Twenty-Five (25) Years of Longevity	\$1,525

If hired prior to January 31 of a year, the full-time unit member will be credited with a full year on July 1 of each year.

The rates will be effective July 1, 2010.

10.13 Attendance Incentive

In each year of the agreement, full-time unit members will receive an incentive for attendance based on the prior year's attendance record, according to the following:

	Twelve Month Employees	Ten Month Employees
No sick or unpaid leave days used	\$150.00 or 3 days pay (whichever is greater	\$125.00 or 3 days pay (whichever is greater
One (1) sick or unpaid leave days*	\$100.00 or 2 days pay (whichever is greater	\$ 85.00 or 2 days pay (whichever is greater
Two (2) sick or unpaid leave days used*	\$ 50.00 or 1 days pay (whichever is greater	\$ 43.00 or 1 days pay (whichever is greater

^{*} For purposes of this article, half-days (1/2) or any part thereof, will be considered one (1) full day of sick leave.

To receive the attendance incentive, twelve (12) month unit members must be employed from July 1st through June 30th and ten (10) month unit members from the 1st work day in September through the last work day in June, of the prior school year.

After three consecutive years of perfect attendance, \$500.00 will be added to the base salary. This payment shall be in a lump sum, and shall be paid prior to the start of the next school year.

Once the unit member has attained three years of perfect attendance, a new three-year cycle begins for this award. As an example, it is possible for an unit member to receive the \$500 award, added to their salary, twice in a six-year period.

The attendance period is from July 1 each year and ends on June 30 of the following year.

ARTICLE 11 – MEDICAL BENEFITS

11.1 Basic Health Plan

The District may provide new or different health insurance carriers and/or health insurance plans/programs in the event any of the current health insurance carrier(s) and/or plans/programs are discontinued, or in the event of a change in the third-party administrator.

Currently, the District will make available to unit members the following health care coverage options: RASHP I (Blue Cross/Blue Shield/Blue Million) and RASHP II, currently known as Blue Point 2 products. The District will offer all products available through the RASHP II consortium which currently include Blue Point 2 Extended, Select, and Value.

The District will pay the dollar equivalent of 90% of the Blue Point 2 Select Premium. Unit members enrolling in a more costly plan will pay 100% of the additional premium expense for the coverage. unit members enrolling in a less costly plan shall still be entitled to the applicable dollar equivalent of the

Blue Point 2 Select premium up to 100% of the cost of the plan paid for by the District.

 The District will allow one group contract per family unit. Exceptions shall be circumstances that qualify under the provisions of TEFRA/DEFRA.

11.2 Major Medical Plan

The District will make available to the full-time employees, a plan mutually agreed upon by the Association and the District. The plan should include all coverage outlined in the District program. District contribution is outlined in the table below:

School/Calendar Year	District Contribution
2008-09 School Year	90%
Sept 2009-Dec 2009	90%
January 2010	85%
January 2011	80%
January 2012	75%

All unit members are eligible for participation in the Major Medical Plan provided they enrolled on or before February 26, 2010. Unit members not enrolled as of that date, or opting to drop their coverage at any time after that date, are no longer eligible for the coverage. The sole exception to this shall be unit members who experience a life-altering situation after dropping their Major Medical coverage. A life-altering situation shall be defined as the loss of access to equivalent coverage through a spouse, due to death, divorce or loss of employment of the spouse. In this instance, the unit member shall be entitled to participation at the currently prevailing unit member contribution rate of the cost of the plan. Equivalent coverage shall be a major medical plan in which the unit member and their spouse are currently enrolled that has substantially equivalent benefits and deductibles. The unit member must submit documentation of their circumstances, including proof of equivalent coverage, to the Assistant Superintendent for Human Resources, who shall make the final determination as to eligibility for re-enrollment. Upon re-enrollment, the unit member must repay any enhanced Section 105 (formerly VEBA) contributions received from the District during the contract year in which re-enrollment occurs.

11.3 <u>Vision Care Plan</u>

The District will make available to the full-time unit members a Vision Care Plan at the ratio of 90% employer -10% unit member for the cost of the premium.

11.4 <u>Dental Insurance</u>

The District will continue to make a Dental Plan available to full-time employees. Adjustments will be made to the plan until they equal the UCR (Usual and Customary Reimbursement) Schedule used by the dental insurance plan offered by Blue Cross / Blue Shield (presently known as Smile Saver), effective January 1, 2005. Effective with the first change in the UCR Schedule to be made by the District on October 1, 2000, the District will pay 90% of the premiums of this plan for all full-time employees. At that time, participation in the dental insurance plan shall be mandatory for all full-time employees, unless they can present evidence of existing coverage under a comparable or superior product acquired from another source outside of the Hilton Group Plans. Additionally, there shall be a limit of one group dental contract per family unit employed by the District. The Human Resources Office will make copies of the Plan document available for all unit members

11.5 District Health Insurance Committee

The Association will participate in the District Health Insurance Committee. The Association President shall designate two members to participate on the Committee.

11.6 Insurance Opt-Out

As an inducement to unit members who have access to health care coverage through sources outside of the group health insurance plans offered by the District, the District shall pay an annual incentive to unit members who elect not to accept District coverage. This amount shall be equal to 20% of the cost of the Blue Point II Family Select Plan. If a unit member is married to another District employee, regardless of bargaining group affiliation, the other District unit member may take the health insurance and the unit member will receive 75% of the opt out.

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The District will administer the new opt-out payment process accordingly. The 2009-10 school year opt out payment will be made in June 2010 (new unit members eligible for the benefit effective January 1, 2010 will receive 60% of the benefit). In December 2010, the District will distribute an opt-out payment equivalent to 40% of the benefit (for the months of September – December 2010). Initiating in the 2011 calendar year, the District will issue opt-out payments annually in December.

11.7 Extended Leave and Child Care Leave

The full-time unit member assumes 100% of the cost. Arrangements are to be made with the Benefits Specialist for payment of premiums.

11.8 Section 105 Account (formerly VEBA)

The Section 105 Account incorporates the following attributes:

11.8.1 The Plan shall be organized under Section 501(c)(9) of the Internal Revenue Code.

11.8.2 The following table will describe the amount of money unit members will receive in their Section 105 accounts.

<u>School/Calendar Year</u>	<u>Enrolled In Major Medical</u>	Not Enrolled In Major Medial
2008-09 School Year	\$225	\$675
Sept 2009-Dec 2009	\$ 90	\$270
January 2010	\$220	\$775 *
January 2011	\$200	\$775
January 2012	\$150	\$825

 *-- plus additional \$100 for any unit member enrolled in Major Medical that drops plan during open enrollment period.(2/1/10 through 2/26/10)

 11.8.3 Said Employer contribution shall be available for unit member use for qualifying health reimbursements as defined in the plan.

11.8.4 Unused funds shall be credited with interest earned and carried over to subsequent years.

11.8.5 Benefits shall continue to be paid for a terminated unit member for qualified expenses until an employee's credit balance is exhausted.

- 11.8.6 New unit members hired after the beginning of a plan fiscal year shall be entitled to a pro-rated employer contribution during the year in which they are hired.
- 11.8.7 The plan year shall be from January 1 through December 31.

11.9 Section 125 Flexible Spending Plan

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The District agrees to make available a plan qualified under Internal Revenue Code Section 125. Under this plan, unit members may voluntarily elect reductions in their taxable wages for the purpose of eligibility for reimbursement of qualifying medical costs, including employee's shares of health insurance premiums, and dependent care. Reimbursements shall be limited to the amount of reduction in taxable salary elected by the employee. Participation limits shall be defined under the Internal Revenue Code.

11.10 Tax Sheltered Annuity Program

The District will provide the opportunity to participate in an appropriate tax sheltered program, as defined under Internal Revenue Code Section 403(b). Eligible plan sponsors shall be the same as are made available to the members of the Hilton Central School Teachers Association. Payments to such companies will be made on the last pay period of each month.

ARTICLE 12 – REIMBURSEMENT

12.1 Safety Shoe Reimbursement

The District will reimburse full-time Maintenance Mechanics, HVAC Service Engineer, Groundskeepers, Courier, and Auto Mechanics one hundred (100%) of the cost of one (1) pair of safety shoes per year. The maximum reimbursement per full-time unit member per year is one hundred and thirty dollars (\$130.00). Head Custodians will receive fifty percent (50%) of the reimbursement or \$65.00 annually.

12.2 Safety Glasses Reimbursement

The District will reimburse full-time Maintenance Mechanics, HVAC Service Engineer, Groundskeepers, and Auto Mechanics one hundred (100%) of the cost of one (1) pair of safety glasses during their employment with the District. The maximum reimbursement per full-time unit member is seventy-five dollars (\$75.00) every five years. In the event that safety glasses of above mentioned full-time unit members are damaged or destroyed during the course of employment and the above mentioned unit members have not been personally negligent, the District shall reimburse above mentioned unit members fifty percent (50%) of the reasonable cost of repair or replacement of said safety glasses.

12.3 Winter Clothing Reimbursement

The District will reimburse full-time Maintenance Mechanics, HVAC Service Engineer, Groundskeepers, Auto Mechanics, Head Custodian and Courier one hundred (100%) of the cost of appropriate winter outerwear with a maximum benefit of one hundred dollars (\$100.00) annually.

12.4 <u>Custodial Service Protective Clothing</u>

The District shall make available to each full-time and part-time Custodial Department Employee, for optional use, a protective smock according to the following guidelines:

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- a) Color and style shall be as approved by the District.
- b) Vendor shall be as designated by the District.
- c) The District is not responsible for transporting the unit member during the work day to the designated vendor to obtain such smock.
- d) No more than one (1) smock at a time shall be made available to the unit member at District's expense, except as stated in Article 12.4.f.
- e) The District shall not be responsible for replacing a smock which is lost.
- f) The District shall, with sufficient good cause, replace a significantly out-sized or substantially damaged smock, providing the damage was not intentional or result of gross carelessness.
- g) A unit member who terminates shall be responsible for returning to the District purchased smock that was assigned to him/her.

12.5 Commercial Drivers License Reimbursement

All drivers and mechanics are expected to have and maintain a commercial drivers' license (CDL) at the time of and throughout their employment. The District shall reimburse 100% of the cost of their CDL-B subsequent driver's license renewals. This reimbursement is contingent upon the employee's continued eligibility to operate a school bus.

12.6 Reimbursement for Damage to Personal Property

The District will reimburse unit members for the reasonable cost of replacing any personal property which has been damaged, destroyed, or lost as a result of an assault or personal injury sustained in the course of the unit member's employment, when the unit member has not been personally negligent with reference to the incident. Any Worker's Compensation award for such items that he/she may be entitled to will be paid to the District.

12.7 Hand Tools Reimbursement

- Full-time auto mechanics shall be given a \$350.00 hand tool allowance per year. The District will replace hand tools owned by full-time mechanics given the following conditions:
 - a) The hand tools are on inventory with the District.
- b) The hand tools are required by the District.
 - c) They are damaged or broken in the course of employment with the District, while the full-time mechanics have not been personally negligent.
 - d) Hand tools stolen or lost will be replaced only if the mechanic has not been negligent and has taken all precautions as prescribed by the Director of Transportation
 - e) Hand tools must remain on District property, unless the individual employee's supervisor gives his/her permission for their temporary removal.

12.8 Tuition Reimbursement

- 12.8.1 Full-time unit members shall receive tuition reimbursement in accordance with the following:
 - a) The Superintendent's prior approval is required for all courses for which reimbursement will be sought. No prior approvals will be given by the Superintendent in any year that the Board of Education adopts a contingent budget.
 - b) Approvals of tuition reimbursement shall be limited to no more than two (2) courses (graduate or undergraduate) per fiscal year for unit members having completed less than three (3) years of employment at the time of the start of the course. Approvals of tuition reimbursement shall be limited to four (4) courses (graduate or undergraduate) per fiscal year for unit members having completed more than three (3) years of employment at the time of the start of the course.
- 12.8.2 Tuition that is to be reimbursed must be paid in full and successfully passed with evidence received from the institution.

12.9 Mileage

When unit members are required upon assignment to use their own vehicle for District business, the District will compensate those unit members at the current IRS mileage reimbursement rate.

12.10 Effective Dates

Current reimbursement processes and amounts will remain in effect through June 30, 2010 as defined in the contract dated July 2005 – June 2008. New reimbursement rates will be effective July 1, 2010.

ARTICLE 13 – RETIREMENT BENEFIT

13.1 Retirement Incentive

The following retirement incentive will be offered: any unit member meeting or surpassing eligibility requirements of either the New York State Public unit members Retirement System or the New York State Teachers' Retirement System and who worked no less than ten (10) years of continuous service at Hilton Central School District is eligible to receive 25% of his/her final average salary, but not less than \$7,000 if retirement occurs in the first year of eligibility under either retirement system. Unit members electing to retire in either the second or third year of retirement eligibility shall be entitled to an incentive of \$7,000.

- a) For those unit members not members of either of the above-referenced retirement systems, the benefit referenced in 13.1 above is available only when the unit member would have been eligible to retire under the rules of either retirement system.
- b) Eligibility means consistent with New York State Retirement and Social Security Law when the unit member is first permitted to retire.

The unit member must submit an irrevocable written retirement-resignation letter to the Board of Education no later than the thirty-first (31st) of January. Employees submitting their irrevocable written retirement-resignation letter subsequent to that date shall be deemed to have retired by the subsequent

calendar year for purposes of eligibility under this incentive. 1 2 3 Payment will be made on the first regular pay period in the school year following the final date of active 4 employment. 13.2 Retiree Health Insurance 5 13.2.1 The District shall provide post-retirement medical insurance to unit members retiring with a District 6 contribution of 50% of the cost of the RASHP II health plan (currently known as Blue Point 2 Select). 7 For those unit members who retire with twenty (20) or more years of service, the District contribution shall be 60%. 13.2.2 Eligibility Eligibility shall be based on the following: 9 10 11 at least ten (10) years of full-time service in the District 12 13 b) retirement from the District 14 15 the period of coverage shall be ten (10) years plus one (1) additional year for each two (2) years of service over ten (10) years 16 17 d) upon reaching eligibility for Medicare benefits, the District contribution shall be limited to the 18 19 percentage eligibility previously determined at retirement of the cost of the Medicare/Blue Choice plan, or its successor, offered by the District 20 13.2.3 Continuation Coverage 21 Upon expiration of the District contribution to post-retirement health insurance, the retiree may continue 22 his/her membership in the hospital, surgical and major medical coverage. The retiree shall pay one hundred percent (100%) of the premium; said quarterly premium to be paid at least one (1) month in 23 24 advance. Failure to promptly remit shall result in a forfeiture of the coverage, subject to the requirements of COBRA. 25 13.2.4 Duration of Coverage 26 Members retiring after June 30, 2010 who do not elect coverage at the time of retirement shall be eligible for such coverage at any time during the period of their retirement by the provisions set in 27 28 Article 13.2.1. The benefits will commence on the date such benefits are elected after retirement from 29 the District. 13.2.5 Spouse of Deceased Employee A deceased employee's spouse may continue under the school group medical insurance plan as provided 30 by the District and limited by the carrier. The spouse may also continue at the COBRA rate of 102%.

spouse remarries, the privilege to continue with the group ceases.

The premium must be paid on a quarterly basis and is due one month prior to coverage date. If the

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13.3 Forfeiture

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Failure to comply with a payment notice within thirty (30) days will result in cancellation. Medical insurance is subject to all limitations set forth by the insurance carrier.

13.4 Portability of Employer Post-Retirement Health Contribution

Portability will be allowed on a reimbursement basis for the purchase of another insurance product in another geographic area. Reimbursement will be limited to the extent of the District contribution to which the retiree would have otherwise been entitled to for the Rochester Area School Health Plan, or Medicare Plan (currently known as Medicare Blue Choice). The retiree must submit evidence of payment to the health insurance carrier no more than twice per year (reimbursement dates to be established by the District) in order to receive reimbursement.

13.5 Additional Service Credit (for NYS Employees' Retirement System Members Only)

The District makes available to all eligible employees, the New York State Employees' Retirement System (75-1). All unit members will be given Retirement System information and applications upon initial employment.

13.6 Continuation of Retirement Benefits

- In addition to the basic New York State Employees Retirement System plans, the following optional coverages are included:
- a) Application of unused sick leave as additional service credit upon retirement (Section 41-j) limited to 165 days.
 - b) Guaranteed minimum death benefit of three times the annual rate of pay, but limited to \$20,000 (Section 60-b).

13.7 Sick Day Buy Back At Retirement

- Unit members who retire with at least ten (10) years of full time service in the District shall receive twenty-five (25) dollars for each unused sick day to a maximum of one hundred eighty (180) days.
 - 13.8 The rates will be effective July 1, 2010.

ARTICLE 14 - WORKER'S COMPENSATION SUPPLEMENTAL BENEFIT

14.1 In the event that a unit member is absent from work as a result of an assault by students, non-students, or parents, occurring during the course of his/her employment, he/she shall be paid his/her full salary not to exceed one (1) year from the date of injury. Any Worker's Compensation wage benefit that he/she may be entitled to will be paid to the District. No part of said absence shall be charged against the unit member's sick leave. The Board shall have the right to have the unit member examined from time to time by a physician of their choice and at the Board's expense in order to determine the duration of said disability. The medical opinion of said physician shall determine the duration of the unit member's disability.

For worker's compensation absences other than those due to an assault as described above, the unit member is permitted to use his/her sick days to the extent available for said absences. It is understood that the unit member will continue to receive medical benefit coverage as defined with this contract while on paid leave of absence only. The Worker's Compensation wage benefit that he/she may be entitled to while using sick days, shall be paid to the District. In turn, the District will reinstate the unit member's sick days based on the following formula: Days restored equal to the Worker's Compensation award divided by the unit member's daily rate of pay. Sick bank leave is not permitted for use under the provisions of this article.

14.2 <u>Safety Committee</u>

Two unit members as designated by the president will sit on the safety committee to review, understand and gain knowledge on the Workers' Compensation process.

ARTICLE 15 - SCHOOL CLOSING

- 11 School closings shall fall under two categories: District closings and public emergencies. District closings shall
- 12 be defined as days in which the Superintendent makes a determination that building conditions (i.e. power
- interruption or boiler failure) or travel conditions (i.e. inclement weather) make it imprudent to bring students
- 14 into school. Public emergencies shall be defined as situations in which prevailing conditions (typically extreme
- 15 weather conditions) cause a municipal authority to ban travel throughout a political subdivision (Town, Village,
- 16 County) that includes the District.

15.1 <u>District Closings</u>

In the event of a District closing, all 10-month unit members are released from reporting to work, and will receive a full day's wage. In the event there are enough District closings in a school year to cause the District to schedule make-up days for students to attend schools, 10-month unit members will be obligated to work on those days, and shall not receive any additional compensation.

For 12-month employees, including custodial, maintenance, transportation and clerical personnel, the obligation to report shall be at the discretion of the applicable supervisor to whom the 12-month unit member reports. As part of the telephone tree notification of the closing of school, the supervisor shall inform the 12-month unit member if they are needed for all or a portion of the day and the unit member shall be obligated to report as directed. All 12-month unit members shall receive a full-day's wage regardless of their obligation to report to work. The District reserves the right to inform an individual or group of unit members that they are obligated to report to work on District closing days unless they are individually contacted and directed not to report.

15.2 Public Emergency Closings

In the event of a public emergency closing, the building, or District, shall be closed to all employees. In this instance, all unit members are relieved of the obligation to report to work, and shall receive a full-day's wage. If, during the course of the day conditions improve sufficiently to allow travel, certain unit members (custodial, maintenance, and transportation) may be called in to get the school ready for reopening the following day. In this event, the unit member shall be paid his/her regular hourly wage for the call-in time in addition to the full-day's wage to be paid for the closing.

15.3 School Day Only Unit Members

School Day Only Employees, defined as bus drivers, bus attendants, teacher aides, teacher assistants, nurses, health aides, school day only Office Clerk IV's, school day plus ten Office Clerk IV's, lunchroom monitors, physical therapists, occupational therapists and the account clerk typists will receive wages for no less than the number of scheduled work days.

15.4 Early Dismissal

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18 19 An early dismissal shall be defined as an instance in which an unanticipated condition arises which causes the District to close school and transport students home significantly earlier than the scheduled dismissal for that day (i.e. requiring the implementation of the emergency parent contact plan). In the event of such an occurrence, unit members may, if asked by their supervisor, elect to stay in their buildings until the conditions which caused the early dismissal are resolved, or until the end of the regular work day. Unit members who remain shall be paid at the rate of time and a half; unit members who leave shall be paid a full-day's wage.

15.5 Delayed Start

If there is a delayed start to the school day as determined by the Superintendent, all unit members, exclusive of head custodians and buildings and grounds staff, will have their normal start time delayed equal to the delay in the start of the school day.

15.6 Other Regional Emergencies

In the event that either town, county, or state authorities declare a state of emergency for areas outside of the Hilton Central School District, but where unit members may reside, those unit members will not have to report to work, and will receive a regular day's wage.

15.7 Notification

The District agrees to implement a telephone call system which is designed to notify unit members in the event of a school closing.

ARTICLE 16 - VACATION

(12 month full-time unit members only)

16.1 Vacation Days

Twelve-month (12) unit members shall receive vacation days based on the following schedule:

Service Credit	Days Awarded Annually
Year 1	10 days
After 5 Years	15 days
After 10 Years	20 days
After 16 Years	21 days
After 17 Years	22 days
After 18 Years	23 days
After 19 Years	24 days
After 20 Years	25 days

- If a full-time unit member is hired on a regular basis after July 1, he or she will earn one day of vacation for each full month of employment up to a maximum of ten days to be taken in the school year beginning the next July 1. New unit members will be credited with their pro-rated allotment at the onset of their employment. If a unit member terminates their employment prior to June 30, their allotment of vacation days in their final year of employment will be pro-rated at the rate of 1/12th of their current annual entitlement for each month worked, rounded to the nearest half-day.
- Vacation days will be taken upon approval of the Administrator or Director supervising that department.

 Requests will be assessed on a District-wide basis. Simultaneous requests for the same vacation period will be based upon seniority.
- Upon the approval of the Assistant Superintendent for Human Resources, unused vacation days may accumulate up to a maximum of ten (10) days. Such days will be taken in the year following the year in which they would normally be taken. Accumulated vacation days in excess of ten (10) may be subject to forfeiture, at the discretion of the District.

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- 16.5 Full-time employees, who have previous seniority earned as full-time unit members in a less than twelve
 (12) month assignment, shall receive credit for such seniority for vacation purposes as twelve (12)
 month employees.
- Vacation time once approved cannot be converted to any other paid leave (except for bereavements in Article 9.6) and shall be counted regardless of any school closing as described in Article 16.

ARTICLE 17 - WORK YEAR

- The work year for teaching assistants, library assistants, and occupational and physical therapists, will be the day before school starts, Superintendent's Conference Days, and all day on the scheduled consultation days except that teaching assistants, nurses and health aides will not work the parent-teacher conference day. The work year is the same as the teachers' scheduled work year.
- The work year for nurses and health aides will be the same but will be assigned up to an additional five (5) days during the summer, if approved by their immediate supervisor.
- 30 17.2 School day only Office Clerk IV, library/teacher/building aides and school day only plus ten Office Clerk IV work all day on the scheduled consultation days. These unit members do not work on Superintendent's Conference Days or the day before school starts unless assigned. The work year will coincide with the days that students are in attendance.
- The work year for school day plus ten employees, includes ten additional days which will be determined by the supervisor and the individual unit member.
- Work hours per day for each therapist will be determined by the needs of the District. If the District's needs for occupational/physical therapy services change during the year, the District will notify the Association and the affected therapist.

- ARTICLE 18 OBSERVED HOLIDAYS Full-time unit members are entitled to paid observed holidays that fall during their work year as noted in 1 18.1 Articles 18.2 and 18.3. Time off with pay shall be granted for regularly scheduled hours on these days. 2 If the observed holiday falls on a Saturday, the unit members will be allowed Friday as a paid holiday; if 3 the observed holiday falls on a Sunday, then Monday will be a paid holiday. In the event that school 4 operates on any of the observed holidays cited, the designated Friday or Monday and the unit member 5 works, then the unit member will be paid for the holiday and for his/her work on that day. 6 7 Observed Holidays - The observed holidays as listed below are available to 12 month full-time unit 18.2 8 members: 9 Fourth of July Holiday Christmas Holiday 3 Floating Holidays New Years Holiday Labor Day Martin Luther King Day Columbus Day President's Day Veteran's Day Good Friday Thanksgiving Day Memorial Day Holiday Day after Thanksgiving
 - 18.3 The observed holidays for full-time bus drivers, occupational and physical therapists, and full-time school day unit members are:

Columbus Day New Years Holiday Veteran's Day Martin Luther King Day President's Day Thanksgiving Day Day after Thanksgiving Good Friday Floating Holiday Memorial Day Holiday

Christmas Holiday

18.4 Floating Holidays

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24 25 Paid holidays will include the day after Thanksgiving as long as this holiday is celebrated on Thursday. In the event that any of the above observed holidays fall on a Saturday or Sunday, or are otherwise not observed in the school calendar, the day shall become a floating holiday to be designated for another time in the year. The President of the Association will have the opportunity to provide input to the administration on the designation of floating holidays. However, the floating holidays are to be determined by the Superintendent of Schools (when the school buildings are closed to students). Notification to unit members will be made on or about June 1 of previous work year.

ARTICLE 19 – EMPLOYEE EVALUATION

- 19.1 Unit members shall be evaluated in writing at least once annually.
- Unit member shall be given a copy of any written evaluation report prepared by their supervisor prior to 26 19.2 submittal to the personnel file. The Building Principal, Director of Special Education, or Director of 27 Student Services is ultimately responsible for the evaluation and supervision of teacher assistants, 28 depending on the area in which the teacher assistant works. The teacher assistant's supervisor will 29 provide input to the Building Principal, Director of Special Education, or Director of Student Services 30

for the teacher assistant's evaluation. Upon request, unit members have the right to a conference with their supervisor to discuss their written evaluation report.

Evaluations for therapists will be completed annually by the Director of Special Education with emphasis on accountability, quality of interaction, and ability to keep students on task. The Director may seek input from an outside specialty source to evaluate job-specific techniques.

- 19.3 Unit members shall review each evaluation and attest to his/her review of the evaluation by affixing his/her signature to all copies. Unit members shall also have the right to submit a written response to the evaluation which shall be attached to the evaluation. No unit member will be formally disciplined by any other unit member or a member of the teaching bargaining unit. The head custodian, head mechanic, head bus driver, and teachers who daily interact with teaching assistants and/or teacher aides, may informally participate in the evaluation process, providing supporting documentation for their comments.
- 19.4 There shall be one official personnel file located in the Human Resources Office which shall be the basis for personnel action relating to the bargaining unit member.
- 19.5 A unit member shall have the right to review the contents of his/her personnel file upon the mutual convenience of the unit member and the Human Resources Office. Such unit member shall have the right upon advance notice to the Human Resources Office to have an Association representative present during such review.
 - Upon request, copies of any material added to the personnel file from the date of the signing of this Agreement will be provided to the unit member, with the exception of confidential recommendations.
 - The unit member will have the right to attach any written statement about such materials added to the personnel file.
- 19.6 A committee of five (5) unit members appointed by the Association President may meet and confer with District officials regarding revision of the existing evaluation forms, if necessary.

ARTICLE 20 - SENIORITY/LAYOFF

20.1 Seniority

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- Seniority shall be established as beginning with the most recent date of full-time employment within the District in a bargaining unit position. Seniority shall apply and accrue only in the department in which the full-time employee's assigned (Building & Grounds, Transportation, Clerical, Nurse, Teacher Assistant, Monitor, Health Aide, Teacher Aide) for the contractual purpose of transfer or promotion. Full-time unit members, who move from one department to another, shall have their seniority frozen in their previous department. Accrual of seniority shall freeze during any unpaid leave. For the sole purpose of seniority accrual only, the positions listed herein this paragraph, included under 20.2.3 and are also included in 7.1.2 shall accrue seniority. These positions are Building Aide, Bus and Lunch Monitor, and Bus Driver.
- 20.1.1 An updated seniority list will be available to each unit member on or about December 1 of each work year.
- 20.1.2 The following rules shall serve as tie-breakers in seniority:
 - a) effective date of employment by Board of Education action

- b) seniority within the department if tied between two employees, then District wide seniority
 - c) date the applicant signs the salary notice
 - d) draw lots

20.2 Layoff

- 20.2.1 Layoff shall be by seniority within the Civil Service classification. All part-time unit members within a particular job title shall be released prior to any full-time employee. All competitive positions are subject to Civil Service Law and reductions for Competitive classified positions shall follow such; all other non-competitive positions are governed by contract.
- 20.2.2 Layoff/Bumping: In the event of layoff, more senior full-time unit members may bump less senior full-time unit members within their department subject to the following limitations:
 - a) No full-time unit member shall bump into a position for which he/she is not qualified or able to perform; such as a Civil Service position for which the unit member has not met all Civil Service eligibility requirements.
 - b) When an employee's position is eliminated or the unit member is displaced, the unit member has the right to bump only into the department in which the unit member previously held another position. This right will only exist if the unit member who is being eliminated or displaced has a greater amount of District-wide seniority (within that department that they are seeking to bump into) than the least senior unit member within that department. In the event that this occurs, the analysis used for "least senior employee" shall be done by looking at the amount of time within that department plus other departments.

The unit member with the least amount of total years' service shall be displaced.

Qualified full-time employees, who have accrued seniority and are laid off from a full-time position, shall be afforded part-time employment in the event a vacancy exists within their current department. Such unit member shall remain on the recall list for full time employment, should they accept such an assignment.

- c) In the event of layoff the District will provide the full-time unit member with thirty calendar days' notice in advance of the effective date of layoff. For teaching assistants and teacher aides whose employment is affected by an increase or decrease of student needs for special education purposes, the 30 day notice of layoff shall be suspended, and the unit member shall be notified of layoff as soon as staffing has been determined.
- d) For a period of four (4) years the District will institute a recall procedure for full-time non-competitive unit members who are subject to layoff.
- e) Payment will be made to the full-time unit member at the time of layoff for any unused current year vacation on a prorated daily basis, using current contract salary base.
- f) For a period of seven (7) years the District will institute a recall procedure for full-time teaching assistants who are subject to layoff.

20.3 Reduction in Work Hours

a) No full-time unit member shall bump upward into a higher Civil Service classification.

b) The full-time unit member shall have the opportunity to bump the least senior unit member within the department or less senior unit member within his/her job category who have assigned work hours which are equal to or less than the full-time employee. Bumping rights for competitive class unit members must follow Civil Service guidelines.

20.4 Department and Job Categories

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The following table defines contractual level job titles grouped by work year, starting pay, and promotional opportunities. It is intended to provide guidance for determination of eligibility for promotional/demotional pay adjustments and establish seniority and bumping rights within categories. Where more than one job title is listed in a category or level, all titles are deemed equal for purposes of starting salary and transfers. Where more than one level is listed, the level number classification and starting salary denotes the hierarchy of positions (i.e. Level 1 job categories have higher starting wages and are considered promotional to all other levels).

1) Clerical

a) Level 1 Job Categories

Building Principal's Secretary

Director of Transportation Secretary

Athletic Director's Secretary

Director of Special Education Secretary

Census and Attendance Specialist

Student Information Specialist

Director of Elementary Ed/Staff Development Secretary

Director of Secondary Ed/Staff Development Secretary

b) Level 2 Job Categories

Middle and High School Guidance Secretary

Assistant Principal's Secretary

Information Technology Specialist

Special Education Assistants (12-month)

Special Education Assistants (10-month)

c) Level 3 Job Categories

Bookkeeper

Copy Center Clerk (12 months)

Copy Center Clerk (10 months)

Library Clerk

Attendance Clerk

Elementary Guidance Secretary

Continuing Education Specialist

Telephone Operator

2) Health Department

- a) Registered Nurse
- 40 b) Health Aide

1 2 3 4 5	c) Therapists Physical Therapist Occupation Therapist d) Certified Occupational Therapist Assistant 3) Teaching Assistants 4) Library Assistants
	5) <u>Teacher Aides</u>
6 7	a) 12-month Aide/Program Coordinatorb) 10-month Aide
	6) <u>Lunch Monitors</u>
	7) Transportation Department
8	a) <u>Bus Drivers</u>
9 10	Level 1 – Head Bus Driver
11 12 13	Level 2 – Bus Driver
14 15	Level 3 – Bus Attendant
16 17	b) Mechanics
18	Level 1 – Head Mechanic
19 20	Level 2 – Auto Mechanic A
21 22	Level 3 – Auto Mechanic B
	8) Computer Technician
23	Level 1 – Technical Services Coordinator
24 25	Level 2 – Microcomputer Maintenance Technician
	9) Building and Grounds Department
26	a) <u>Custodians and Cleaners</u>
27 28 29 30	Level 1 – Senior High Head Custodian
	Level 2 – Middle School Head Custodian
31 32	Level 3 – Elementary Head Custodian

1	Level 4 – Night Custodian Supervisor				
2 3	Level 5 – Night Custodian				
4	Level 6 – Custodian				
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6	Level 7 - Cleaners				
7	Cleaner				
8	Recycler				
9	Weekend Cleaner				
10	Laborer				
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12	b) Grounds				
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14	Level 1 – Groundskeeper I				
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16	Level 2 – Groundskeeper II				
17					
18	c) <u>Mechanics</u>				
19	Lovel 1 LIVAC Service Engineer				
20	Level 1 – HVAC Service Engineer				
21 22	Level 2 – Maintenance Mechanic I				
23	Level 2 – Maintenance Mechanic i				
24	Level 3 – Maintenance Mechanic II				
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26	Level 4 – Maintenance Mechanic III				
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28	d) <u>Courier</u>				
	10) Building Aides				
	11) <u>Lifeguards</u>				

ARTICLE 21 - SPECIAL PROVISIONS

21.1 Bus Drivers

21.1.1 Bids for Bus Runs

Seniority will be the primary consideration in the determination of bus run preference and most hours at the beginning of each school year. Special Education runs will be assigned subject to the approval of the Director of Transportation.

All Special Education runs will be reposted on or about October 1st each year. Drivers and attendants who were assigned Special Education runs at the beginning of the school year will be allowed to select runs based upon seniority. Vacancies created by drivers and attendants electing to change runs will be filled by contacting individuals having fewer hours than the posted run in order of seniority.

21.1.2 Show Up Time

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 Bus Drivers will receive a minimum of one and one-half (1-1/2) hours driving time when called in to work.

21.1.3 Reinstatement of Part-time Bus Driver and Bus Attendants to Existing Positions

The following conditions must be met in order for the part-time bus driver and bus attendants to receive a raise as outline below:

- a) The unit member must begin employment with the district within forty (40) work days of the first student day of the prior school year and be employed through the last work day in that school year.
- b) The unit member must be employed by Board of Education action within twenty (20) work days of the first student day in the current school year.
- c) The unit member must be employed in an existing position. An existing position is one that was created in the prior school year.

A bus driver and/or bus attendant who meet the above criteria as a part-time unit member from the previous year, will receive the increase identified for full-time unit members as stated in Article 10.1 of the current contract.

If the conditions as outlined above are met, the employee's sick days from the previous school year will be carried over. In the current school year, benefits for part-time unit members will be prorated, if applicable.

21.1.4 Noon Run

On or about September 1 of each year, the District will provide a sign-up sheet for full-time or part-time drivers who are available as defined in Article 21.1.5 to take noon runs. Names will be listed by seniority and assignment of such runs will be on a daily seniority basis. Drivers who have signed up for noon runs will be assigned trips in chronological order from the sign-up sheet. When the need arises for a noon run driver, the Transportation Director will select the next available driver from the sign-up sheet. In the event a regularly assigned driver who has a noon run is absent, then those drivers who have signed up in September for noon runs will be assigned to such runs as outlined in the procedure above.

21.1.5 Field Trips and Special Trips

- If full-time or part-time drivers are available and desire to take field trips or special trips, they shall have the preference over substitute drivers. Availability is defined to mean the following:
- a) Assigned times for regular runs do not conflict with designated time for field trips.
- b) Designated times for field trips or special trips plus assigned times for regular runs do not conflict with DOT regulations.
- c) Overtime shall not be a factor as to the availability of bus drivers.

21.1.6 Assignment of Special Trips and Class Trips

1 The following categories define the various classifications of trips: 2 a) Field Trip - a trip taken during a school day and which can be completed without interfering with a 3 driver's regularly assigned run, except as described in 21.1.5.a. 5 b) Special Trip - A trip taken after school hours which can be completed without interfering with the driver's regular run, except as described in 21.1.5a. 6 7 8 Under normal circumstances, trip sign-up sheets will be posted for three (3) days. The driver assigned each trip shall be the individual with the least amount of hours for the specific trip 9 classification. In the event two or more drivers have the same number of hours, seniority will be the 10 11 determining factor. 12 13 The Transportation Office will maintain a chart for class trips and special trips which will reflect each driver's accumulated hours. Hours are defined as total hours per trip. 14 15 16 In the event a trip has been assigned to a driver and the driver is unable to take such trip, every effort will be made to offer the trip to the next eligible driver for the respective trip sign-up sheets. 17 18 The trip classifications will list the drivers in order by seniority, and will be posted conspicuously on 19 20 the Transportation Office bulletin board. 21 22 New drivers will be placed at the end of the list of names and given hours equal to the driver with the 23 most time. 21.1.7 Lay-Over Time 24 Lay-over time shall be compensated at the regular hourly rate for bus drivers. 21.1.8 Field Trip Cancellation 25 In the event a driver is assigned to a field trip or special trip cancelled by the District less than one hour before the scheduled trip, he/she will be paid for one and one-half (1 ½) hours of his/her regular rate of 26 27 pay. 21.1.9 Safe Driving Award Since safe driving is a paramount concern of the employer, the employer in an effort to encourage safe 28 driving and to reward its unit members with safe driving records, hereby establishes a safe driving 29 30 program to be administered each year. 31 a) Full-time drivers who have driven in that capacity for a full school year without a preventable 32 accident or traffic violation, as determined by the Director of Transportation, will be awarded one 33 hundred dollars (\$100.00) following the end of the driving year. 34 35 b) Full-time drivers who have completed two (2) consecutive years of driving without a preventable 36 accident or traffic violation, as determined by the Director of Transportation, will be awarded two 37 hundred dollars (\$200.00) following the end of the second such year. 38 39

c) In each subsequent year, full-time bus drivers who have completed a year without a preventable

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accident or traffic violation, as determined by the Director of Transportation, will be awarded two hundred dollars (\$200.00) following the end of that school year.

- d) In the event a driver is involved in a preventable accident or traffic violation as determined by the Director of Transportation, no award is made, and the driver returns to first year status the following year.
- e) Payment will be made on the second pay period in August.
- f) A driver who is receiving Workers' Compensation, because of an injury incurred on the job, will continue to be considered for the safe driving award under the following conditions: A driver who has been absent for more than thirty (30) days may be considered for the Award, based upon a review of their safe driving record for the last three (3) years. If they have received the Safe Driving Award each year over the last three (3) year period, then the Director of Transportation will recommend the driver for the Award.

21.2 Teaching Assistants/Teacher Aides

- 16 21.2.1 The typical work day is six and one half (6 ½) hours. All full time teaching assistants will be assigned 17 two paid 15 minute duty-free breaks per work day. All part time teaching assistants (at least four hours 18 per day) will be assigned one paid 15 minute duty-free break per day.
- 20 21.2.2 All teaching assistants and teacher aides will receive appropriate training prior to being assigned to a special needs student, as defined by the student's IEP.

21.3 Nurses/Health Aides

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- 22 21.3.1 The typical work day for nurses is seven and one-half (7 ½) hours, inclusive of an on-call lunch period.
- The typical work day for health aides is seven (7) hours.

25 26 21.3.2 Nurses and health aides may work up to five (5) days outside to

- 26 21.3.2 Nurses and health aides may work up to five (5) days outside the school year if approved by their supervisor.
 - 21.4 <u>Information Technology</u>
- 28 21.4.1 The typical work day is eight (8) hours.
- 21.4.2 IT members will only release information from computer files upon written consent from the superintendent or his/her designee.

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- 33 21.4.3 Absent emergency circumstances, IT members will not supervise students. Emergency circumstances 34 are defined as those which jeopardize the health and/or safety of the general student population (this 35 definition applies only to Article 21).

21.5 Building and Grounds

- 36 21.5.1 The typical work day is eight (8) hours and the typical work week is Monday through Friday.
- 38 21.5.2 HVAC Service Engineer, maintenance mechanics, couriers, and groundskeepers who have driven for a

full school year without a preventable accident or traffic violation, will be awarded fifty dollars (\$50).

HVAC Service Engineer, maintenance mechanics, couriers, and groundskeepers who have completed two consecutive years of driving without a preventable accident or traffic violation will be awarded seventy-five dollars (\$75) each year. The criteria used in 21.1.8 - Safe Driving Award - will be used.

21.6 Clerical

21.6.1 The normal work day for all clerical unit members is seven and one-half (7 ½) hours. Absent emergency circumstances, no clerical unit members will supervise students. Emergency circumstances are defined as those which jeopardize the health and/or safety of the general student population (this definition applies only to Article 21).

21.6.2 The District is committed to providing working conditions that promote the health and safety of all employees. For clerical unit members this includes factors such as heating, lighting, noise level, and indoor air quality. The District will comply with applicable state and federal statutes and regulations that establish standards for these factors, as well as support in a timely manner the recommendations of the District Health and Safety Committee. Further, the District will isolate through physical separation or enclosure noise-producing office machines, including copiers from occupied office areas, unless the sole job of the unit member is working with such machinery. In the event that such a machine is located in an open area that is less than fifteen feet from a workstation, the District will, upon written request from the employee, make arrangements for an alternative location. It is understood that there will be, from time to time, incidents such as mechanical failures that are outside of the District's control that may cause an interruption in compliance with these standards. The District will make every effort to promptly make the necessary repairs to restore conditions to a level that is compliant with these standards.

21.7 Custodial

24 21.7.1 The typical work day is eight (8) hours and the typical work week is Monday through Friday.

- 21.7.2 The District will make a conscious effort to minimize instances where custodial staff will be working alone in individual buildings, except in the pool area where no custodial staff will be assigned to work alone.
 - 21.8 <u>Lunch Monitors</u>
- 29 21.8.1 The typical work day is three (3) hours.

ARTICLE 22 - GRIEVANCE PROCEDURE

22.1 Purpose

The establishment and maintenance of a harmonious and cooperative relationship between the Board and its unit members is essential to the operation of the schools. All efforts should be made to resolve any area of dispute before it reaches the level of a grievance. The resolution of a grievance at the earliest possible stage is encouraged.

It is the purpose of the grievance procedure to secure at the lowest possible administrative level, equitable solutions to alleged grievances of unit members through procedures established under this

agreement which afford the Board and its unit members an opportunity to dispose of their differences free from coercion, interference, restraint, discrimination, or fear of reprisal.

22.2 Definitions

22.2.1 Grievance shall mean any claimed violation, misinterpretation, or inequitable application of the specific terms of this contract.

22.2.2 Aggrieved party shall mean any unit member covered by this Agreement or the Association.

22,2.3 Unit Member: Any person covered by this Agreement as described in Article 1.

22.2.4 Administrator or Director shall mean the following:

Secretarial staff -- Administrator to whom the unit member directly reports.

Teacher Assistant -- Building Principal

Health Staff -- Building Principal

Custodial Staff -- Director of Building & Grounds
Maintenance Staff -- Director of Building & Grounds
Transportation Staff -- Director of Transportation

22.3 Administration

 22.3.1 It shall be the responsibility of the Superintendent of Schools to take such steps as may be necessary to give force and effect to these procedures.

Each supervisor shall have the responsibility to consider promptly each grievance presented to him within the time specified in these procedures.

22.3.2 Nothing contained herein will be construed as limiting the right of any aggrieved party to discuss the matter informally with an appropriate member of the administration and having the grievance informally adjusted, provided that the adjustment is not in violation of the terms of the Agreement.

22.3.3 Use of these procedures shall not be for the purpose of adding to, subtracting from or altering in any way, any of the provisions of this Agreement.

22.3.4 A grievance shall be considered settled on the basis of the last decision rendered unless appealed to the next stage in these procedures within the time limits specified. Time limits may be extended only by mutual agreement of both parties.

22.3.5 A grievance shall not be accepted and shall be deemed waived unless such grievance is presented at Stage 1 within thirty (30) work days after the unit member knew or should have known of the act or condition on that which the grievance is based.

22.3.6 Failure at any stage of the grievance procedure to communicate a decision to the aggrieved party within the time limits specified shall permit the lodging of an appeal at the next stage of the procedure, provided that such appeal is made within the time limits that would have been in effect had the decision been communicated by the final day.

22.4 Stage 1

22.4.1 No alleged grievance shall be entertained and shall be deemed waived unless presented at the first available stage within thirty (30) work days after the aggrieved party knew or should have known of the act or condition on which the alleged grievance is based.

1 2

22.4.2 A unit member having a grievance will discuss it with the Administrator or Director, either directly or through a representative with the objective of resolving the matter informally. The supervisor, after investigating the facts related to the grievance, shall render his/her decision orally by the end of the tenth (10th) work day following the day the grievance was submitted.

 22.4.3 If the grievance is not resolved informally, it shall be reduced to writing and presented to the Administrator or Supervisor within Ten (10) work days from the date of the supervisor's oral decision in Stage 1. Such written grievance shall set forth the alleged facts on which the grievance is based, the specific provision(s) of this contract involved, the date such grievance occurred and the remedy sought. The grievance must be signed by the aggrieved party. By the end of the tenth (10) work day following the day the grievance was received by his/her, Administrator or Supervisor shall render a written decision and present it to the employee.

22.5 Stage 2

22.5.1 If the aggrieved party is satisfied with the written answer provided in Stage 1, the grievance will be considered settled.

22.5.2 If the aggrieved party is not satisfied with the decision at Stage 1, he/she may, within ten (10) work days of the date such written decision was received by him/her, file a written appeal to the Superintendent of Schools or his designee.

22.5.3 Within ten (10) work days of the date such appeal was received by the Superintendent of Schools or his/her designee, he/she shall conduct a hearing with the aggrieved party, an Association representative (if any), and the aggrieved party's Administrator or Director. Such hearing shall be held after working hours unless mutually agreed by the parties to hold such hearing during the regular work day.

22.5.4 By the end of the tenth (10) work day following the day of the hearing, the Superintendent of Schools or his/her designee will render his/her decision thereon, in writing, and present it in duplicate to the aggrieved party.

22.6 Stage 3

32 22.6.1 If the aggrieved party is satisfied with the decision at Stage 2, the grievance will be considered settled.

22.6.2 If the Aggrieved Party and Grievance Committee are dissatisfied with the decision in Stage 2 and believe the grievance to be meritorious, the Grievance Committee may file a request for a list of arbitrators with the Public Employment Relations Board or American Arbitration Association. Only the Association's Grievance Committee can file for a list of arbitrators. It is understood that only the Grievance Committee can take a matter to arbitration.

40 22.6.3 A copy of the letter requesting such list shall be submitted to the Superintendent of Schools. Such 41 request for arbitrators must be filed within ten (10) work days of the receipt of the decision at Stage 2 of 42 this procedure. 22.6.4 A decision of the arbitrator shall be final and binding upon all parties.

22.6.5 The costs for the services of the arbitrator, including expenses if any, shall be shared equally by the parties. Unit members involved in arbitration hearings which are scheduled during the work day shall be released with full pay. The Association shall pay the cost of any substitute unit members required to provide such release time.

22.6.6 The costs of fees of any person(s), whether unit members of the District or not, called as a witness or used to represent any interested party shall be borne by the party calling or employing such person.

22.6.7 The arbitrator shall be without power or authority to make any decision which requires the commission of an act prohibitive of a law which is violative of the terms of this Agreement.

22.6.8 The arbitrator's decision shall be in writing and shall set forth his/her finding, reasoning and conclusions on the issue(s) submitted.

22.6.9 The election to submit a grievance to arbitration shall automatically be a waiver of all other remedies or forums which otherwise could be available.

22.7 Labor Management

The Association and the District will continue to meet as a Labor-Management Committee in an attempt to increase communication and to reduce possible labor disputes. The committee will be comprise of five (5) from the District – Assistant Superintendent of Business Operations, Assistant Superintendent for Human Resources, Director of Transportation, Director of Buildings and Grounds, and one other administrator designated by the Superintendent, five (5) members from the Association - Association President and four (4) members appointed by the President. This committee will convene at least ten (10) times per year, unless there is mutual agreement to cancel a meeting date.

The committee will discuss areas of concern needing clarification and attempt to resolve matters under question. Others would be invited when necessary, i.e., bus drivers and/or attendants, nurses, secretaries, building and grounds, and/or custodial staff, and teaching assistants. This committee will not attempt to preempt the negotiated collective bargaining agreement or negotiations.

ARTICLE 23 – JOB SHARING

23.1 Based upon the recommendation of the Superintendent, the Board of Education may approve job sharing based on two principles:

a) there shall be no detrimental effects on students and/or programs.

b) the cost of the job share shall not exceed the cost to the District than would otherwise be the case without the job share.

23.2 The following are specifics that define job sharing:

 a) Both unit members are considered part-time if they work less than twenty (20) hours per week.

- 1 2

- b) Employees shall earn one-half (1/2) sick day per month; day is defined as equal to the number of hours they work under the terms of job sharing.
- c) Employees continue to be eligible for the sick bank, the attendance incentive, safe driving award, and bereavement leave, prorated by their actual time worked.
- d) Employees will receive a combined allocation of 3 days personal leave, prorated.
- e) Employees are entitled to snow days if the snow day is on their scheduled day of work.
- f) Employees may remain in the NYSERS.
- g) The District will make no contributions to either employee's health insurance premium, if any.
- h) Employees will be paid for longevity, according to their years of service: job sharing will equal ½ credit for each year in their job share.
- i) Employees will continue their seniority, prorated by time actually worked.
- j) Holiday pay will be prorated, based on the actual hours/days worked.
- k) Job shares are effective for one school year; extensions, if any, must be applied for by May 1 of the year preceding the requested job share year.

Appendix A

STARTING SALARIES

Job Title	08-09	09-10	10-11	11-12
Building Principal's Secretary	11.26	11.49	11.72	11.95
Dir. of Transportation Secretary	11.26	11.49	11.72	11.95
Athletic Director's Secretary	11.26	11.49	11.72	11.95
Dir. Of Special Ed. Secretary	11.26	11.49	11.72	11.95
Census and Attendance Specialist	11.26	11.49	11.72	11.95
Student Information Specialist	11.26	11.49	11.72	11.95
Dir. of Elem. Ed/Staff Dev. Secretary	11.26	11.49	11.72	11.95
Dir. of Sec. Ed/Staff Dev. Secretary	11.26	11.49	11.72	11.95
Jr/Sr High Guidance Secretary	10.21	10.41	10.62	10.83
Asst. Principal's Secretary	10.21	10.41	10.62	10.83
Information Technology Specialist	10.21	10.41	10.62	10.83
Special Education Assistant	10.21	10.41	10.62	10.83
Bookkeeper	9.26	9.45	9.64	9.83
Copy Center Clerk (12 months)	9.26	9.45	9.64	9.83
Copy Center Clerk (10 months)	9.26	9.45	9.64	9.83
Library Clerk	9.26	9.45	9.64	9.83
Attendance Clerk	9.26	9.45	9.64	9.83
Elementary Guidance Secretary	9.26	9.45	9.64	9.83
Continuing Ed. Specialist	9.26	9.45	9.64	9.83
Telephone Operator	9.26	9.45	9.64	9.83
Registered Nurse	15.00	15.30	15.61	15.92
Health Aide	9.26	9.45	9.64	9.83
Physical Therapist	32.62	33.27	33.94	34.62
Occupational Therapist	32.62	33.27	33.94	34.62
Certified Occupational Therapist Asst.	22.17	22.61	23.06	23.52
Teaching Assistant	11.32	11.55	11.78	12.02
Library Assistant	11.32	11.55	11.78	12.02
Teacher Aide	10.20	10.40	10.61	10.82
Lunch Monitor	8.50	8.67	8.84	9.02
Head Bus Driver	15.91	16.23	16.55	16.88
Bus Driver	14.47	14.76	15.06	15.36
Bus Attendant	8.50	8.67	8.84	9.02
Head Mechanic	18.99	19.37	19.76	20.16
Auto Mechanic A	14.20	14.48	14.77	15.07
Auto Mechanic B	13.15	13.41	13.68	13.95
Tech. Services Coordinator	24.14	24.62	25.11	25.61
Micro Maintenance Technician	13.55	13.82	14.10	14.38
Senior High School Head Custodian	13.40	13.67	13.94	14.22
Middle School Custodian	12.75	13.01	13.27	13.54
Elementary Head Custodian	12.14	12.38	12.63	12.88

Appendix A – continued

STARTING SALARIES

Job Title	08-09	09-10	10-11	11-12
Night Custodian Supervisor	11.79	12.03	12.27	12.52
Night Custodian	10.90	11.12	11.34	11.57
Custodian	10.90	11.12	11.34	11.57
Cleaner	9.26	9.45	9.64	9.83
Recycler	9.26	9.45	9.64	9.83
Cleaner: weekend/part time	9.26	9.45	9.64	9.83
Laborer	9.26	9.45	9.64	9.83
Groundskeeper I	14.20	14.48	14.77	15.07
Groundskeeper II	11.33	11.56	11.79	12.03
HVAC Service Engineer	16.83	17.17	17.51	17.86
Maintenance Mechanic I	15.51	15.82	16.14	16.46
Maintenance Mechanic II	14.77	15.07	15.37	15.68
Maintenance Mechanic III	13.39	13.66	13.93	14.21
Courier	11.56	11.79	12.03	12.27
Building Aide	8.50	8.67	8.84	9.02
Lifeguard	13.01	13.27	13.54	13.81

HILTON CENTRAL SCHOOL DISTRICT EMPLOYEES' ASSOCIATION

Notification Form

Personal Day Request

Name	Date Submitted(To be filled in by main office)				
			C	To be filled in by main	office)
Building		Date R	tequested		
Requesting:	Half Day	(Circle one)	AM	РМ	
	Full Day				
	Signature of Employee	· –		Date	·
Dire (If you are a allocation or allocation, a	ployee Iding Principal ector of Human Reso a 10-month employe a 12 month employ a copy is to be sub submit a copy to the	ee requesting the us yee requesting the user in the contract of the contract o	se of personal lding Princip	al days covered	l by your 5-day
		(For Office Use C	nly)		
APPROVED) Day(s) Paid		Day(s) Unpa	id	~~~~
REJECTED	Reason				
Building Pri	ncipal/Supervisor's Signature			Date	

(Human Resources - White Copy, Employee - Pink Copy, Building Principal/Supervisor - Yellow Copy)