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**CONTRACTUAL AGREEMENT**

**between the**

**PENFIELD SUPPORT STAFF ASSOCIATION**

**and the**

**SUPERINTENDENT OF SCHOOLS**

**PENFIELD CENTRAL SCHOOL DISTRICT  
PENFIELD, NEW YORK**

**JULY 1, 2013 through JUNE 30, 2016**

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## **PREAMBLE**

This Agreement is made and entered into on September 16, 2014 by and between the Penfield Central School District, hereinafter referred to as "the District," and the Penfield Support Staff Association, to establish wages, hours, and terms and conditions of employment for employees covered by this Agreement. Whenever the masculine gender is used in this Agreement, it shall be construed to include persons of the female sex.

## **ARTICLE I**

### **RECOGNITION CLAUSE**

The Penfield Central School District hereby recognizes the Penfield Support Staff Association (hereinafter referred to as the "Association") as the exclusive negotiating agent for laundry workers, cleaners, couriers, painters, automotive mechanic trainees, custodians, general mechanics, automotive mechanics, grounds equipment operators, head custodians, head groundsman, head maintenance mechanic, head painter, and head automotive mechanic.

## **ARTICLE II**

### **COMPLETE AGREEMENT**

This Agreement shall constitute the full and complete commitments between both parties and may be altered, changed, added to, deleted from, or modified only through the voluntary, mutual consent of the parties in a written and signed amendment to this Agreement.

This Agreement shall supersede any rules, regulations, or practices of the Administration, which shall be contrary to or inconsistent with its terms.

## **ARTICLE III**

### **MANAGEMENT RIGHTS**

The District retains the full right to manage its business and services and to direct the working force, including, but not limited to, the right to decide the number and location of its business and service operations, the business and service operations to be conducted and rendered, the methods, processes, and means used in operating its business and services, and the control of the buildings, real estate, machinery, parts, tools, materials, and all equipment which may be used in the operation of its business or in supplying its services; to promulgate rules and regulations for the conduct of employees, and to maintain order and efficiency in all of its departments and operations, including the right to discipline, suspend, and discharge employees; to hire, layoff, assign, transfer, and promote, including the sole right to determine the qualifications of employees; to determine the starting and quitting time and the number of hours to be worked, subject only to such regulations governing the exercise of these rights as are expressly provided in this Agreement.

The above rights of the District are not all inclusive, but indicate the type of matter or rights

which belong to and are inherent to the District. Any and all rights, powers, and authority held by the District prior to entering this Agreement, including all common law management rights and prerogatives, are retained by the District except as expressly and specifically abridged, delegated, granted, or modified by a specific provision of this Agreement.

## **ARTICLE IV**

### **ASSOCIATION RIGHTS AND RESPONSIBILITIES**

#### **Section 1. RIGHT TO POST INFORMATION**

The District shall provide space on an employee bulletin board in each building for the use of the Association for the purpose of posting the following:

- A. Notices of Association recreation and social affairs
- B. Notices of Association elections
- C. Notices of Association appointments
- D. Notices of Association meetings and reports of Association meetings
- E. Other notices considered bona fide Association activities and which have no other general distribution or posting by employees

#### **Section 2. USE OF SCHOOL FACILITIES**

Use of school buildings shall be available to the Association for routine business meetings in accordance with provisions of Board of Education policy and Education Law. The Association shall submit to the District a proposed schedule of meetings at the beginning of each school year. Use of school facilities for additional meetings shall be at the discretion of the District. The District reserves the right to deny the Association access to school buildings and property whenever unit members are engaging in a strike, slow-down, or other action which is illegal under the Taylor Law and at such other times as the District, in its discretion, deems necessary for the protection and safety of persons and property.

#### **Section 3. DUES DEDUCTION**

##### **A. Authorization**

The District agrees to deduct membership dues in the Association from the wages of such employees who individually and voluntarily authorize the District to deduct the same. Such employees must have on file with the Benefits Coordinator in the Personnel Department a properly executed and unrevoked dues deduction authorization card. The Association shall provide the District with a list of unit members for whom dues shall be deducted and the original signed dues authorization cards for such employees who have voluntarily authorized the District to deduct dues.

##### **B. Deduction**

Payroll deduction of Association dues shall take place each pay period. Payroll deduction of Association dues shall normally become effective the first payroll of the month

following the month in which the authorization card is submitted, assuming it is received by the Benefits Coordinator in the Personnel Department by the fifteenth of the month.

The District, following each payroll, shall furnish the Association with a list containing member names and the amount deducted from each respective paycheck.

The Association will protect, defend, indemnify and save harmless the District from any and all claims, damages, disputes, and liability as a result of administering this Section.

#### **Section 4. PAYROLL DEDUCTIONS**

The District shall make payroll deductions authorized by the employees for the following purposes, in accordance with other provisions of this Agreement:

- A. Credit Union
- B. United Way
- C. Health insurance or alternative health plans
- D. Group term life insurance
- C. Long-term disability insurance
- F. Tax-sheltered annuities
- G. Association dues deduction
- H. Flexible Spending Account for unreimbursed medical and dependent care expenses. Minimum employee deduction for either medical or dependent care expenses shall be \$100. Maximum employee deduction for medical expenses shall be \$1,500, and for dependent care expenses shall be \$2,500.

An employee will be first eligible for Flexible Spending Account deductions when he/she completes one full year of employment and is placed on salary. To remain eligible for Flexible Spending Account deductions, the employee must be eligible for salaried compensation at the beginning of each plan year.

#### **Section 5. ASSOCIATION BUSINESS**

A total of twenty (20) hours per year shall be granted to the Association president or his designee for the conduct of Association business and attendance at meetings related to Association business. The Association president or his designee shall be responsible for arranging the use of these hours with the approval of his supervisor. Notification for the use of these hours shall be submitted to the Director of Facilities on a form attached to this Agreement as Appendix B and must be signed by the Association president. Conduct of such Association business shall not interfere with the work of other District employees. Compensation will not be reduced through the approved use of these hours by the Association president or his designee.

**Section 6. PERSONNEL FILE**

Unit members will have the right, upon request, to review the contents of their personnel files with the exception of pre-employment references.

No material derogatory to a unit member's conduct, service, character, or personality will be placed in his personnel file unless the unit member has had an opportunity to review the material. The unit member will acknowledge that he has had the opportunity to review such material by affixing his signature to the copy to be filed, with the express understanding that his signature in no way indicates agreement with the contents thereof. The unit member will also have the right to submit written comments to such material, and these comments shall be reviewed by the Superintendent or his designee and attached to the file copy.

**Section 7. NO STRIKE CLAUSE**

The Association, its officers, and members reaffirm that there will be no work stoppage, strike, slow-down, or any reduction of services as specified in Section 210 of the Public Employees Fair Employment Act.

**Section 8. CONDUCT POLICIES**

Rules and regulations governing the activities of unit members within the District shall be uniform throughout the school district insofar as practical.

**ARTICLE V**

**CONDITIONS OF EMPLOYMENT**

**Section 1. RECRUITMENT/PROMOTION**

Recruitment and/or selection of an employee to fill a vacancy occurring within positions covered by the Recognition Clause of this Agreement shall be done by the administrator concerned in cooperation with the Assistant Superintendent for Personnel & Labor Relations.

The District agrees to post all job vacancies occurring within the bargaining unit in each building for a period of five (5) working days before the position is filled. Such notice shall specify the Civil Service classification and District pay grade.

Whenever a job opening occurs in a competitive Civil Service job classification within this negotiating unit, selection shall be in accordance with Civil Service rules and regulations. Candidates on an established Civil Service promotion list shall be given preference.

The District will post notice of relevant Civil Service Examinations in all buildings.

**Section 2. APPLICATION FOR VACANT POSITIONS**

Any employee wishing to apply for a position within the bargaining unit which is currently vacant must submit his written request to the Assistant Superintendent for Personnel & Labor Relations within the number of days indicated on the posted notice.



In addition to Civil Service tests, those tests deemed necessary by the District may be given to determine a person's ability to perform in a particular position, provided that such skills required and being tested by the District do not conflict with Civil Service requirements for the position.

Any employee selected to fill a vacancy who has completed his initial probationary period shall undergo a trial period of ninety (90) days in the new position. An employee selected to fill a vacancy in a different position who has not completed his initial probationary period shall undergo a probationary period of twenty-six (26) weeks in the new position. It is understood that the District has the option of reducing the probationary time.

### **Section 3. PROBATION OF NEW EMPLOYEES**

The probationary period for new employees shall be a period of twenty-six (26) weeks from the date of employment. It is understood that the District has the option of extending the probationary period of the new employee. During the probationary period, employees shall be paid by the hour for hours actually worked.

Advancement from probationary status will be upon recommendation of the immediate supervisor and approval of the appointing officer. Probationary employees will be notified of pending action prior to the end of their probationary period.

An employee who has been continuously employed by the District for six (6) months or more as a substitute in the position to which he subsequently receives a probationary appointment shall have three (3) months of such substitute service credited toward his probationary period, provided that the substitute service occurred immediately prior to the probationary appointment.

### **Section 4. MEDICAL EXAMINATION**

The District reserves the right to require medical examinations at any other times they deem necessary.

### **Section 5. DISCIPLINE**

Discipline of unit members to whom Section 75 of the Civil Service Law applies shall be in accordance with the procedures set forth in Section 75.

All other employees to whom Section 75 of the Civil Service Law is not applicable shall have the following procedure available to them in the event of discipline.

- Step 1. The supervisor shall meet with the employee to discuss the facts and circumstances of the poor performance or misconduct. The employee may have an Association representative present if he wishes, unless the nature of the misconduct, circumstances, or timing makes it impractical to do so.
- Step 2. An employee who has been disciplined may request that the discipline imposed be reviewed by the Director of Facilities in conjunction with the Assistant Superintendent for Business. If the employee is a bus mechanic, he may request review by the Director of Transportation in conjunction with the Assistant Superintendent for Business. Such request shall be submitted in writing to the appropriate person within fifteen (15) workdays after the imposition of the discipline. The request shall set forth in detail the employee's reasons for believing that the discipline should be modified or rescinded. The employee shall furnish a copy of his

request to the supervisor. The supervisor shall thereafter submit to the appropriate administrator written details of the facts and circumstances upon which the discipline was based, and a copy shall be furnished to the employee prior to the meeting described below.

Step 3.

- A. The Director of Facilities (or the Director of Transportation, where applicable) and the Assistant Superintendent for Business shall hold an informal meeting within five (5) work days after receiving the employee's request. The employee and the supervisor shall each have the right to be present and to make arguments concerning the disciplinary action. The employee may bring an Association representative or another unit member of his own choice to this meeting.
- B. The Director of Facilities (or the Director of Transportation, where applicable) and the Assistant Superintendent for Business shall render a joint decision in writing within ten (10) workdays after the informal meeting. Where the employee has elected the use of this procedure, such decision shall in all respects be final and not subject to the grievance procedure of this Agreement and shall not be reviewable by any administrative body or court of law.

In any event, discipline decisions made by the District shall not be subject to the grievance procedure provided by this Agreement.

## **ARTICLE VI**

### **HOURS OF WORK AND COMPENSATION**

#### **Section 1. DEFINITIONS**

Regular and part-time employees are defined as follows:

- A. Regular twelve-month employee is defined as an employee who is regularly scheduled to work a minimum of thirty-five (35) hours per week, fifty-two (52) weeks per year.
- B. Regular part-time employee is defined as an employee who is regularly scheduled to work twenty (20) or more hours per week but less than thirty-five (35) hours per week for at least ten (10) months per year.

#### **Section 2. WORK HOURS**

##### **A. Workday and Work Week**

The normal workday for regular employees shall consist of eight (8) hours per day, and the normal work week for such employees shall consist of five (5) eight (8) hour days to be worked consecutively for a total of forty (40) hours each week. No unit member's normal workweek shall include a Sunday except on an emergency basis.

**B. Lunch Period**

All unit members who work more than four (4) hours per day are required to take a lunch period, and such time shall not be compensated. The time and duration thereof will be arranged by the supervisor.

**Section 3. COMPENSATION**

**A. Classification and Salary Ranges**

The minimum hiring rate for new unit members shall be no less than the hourly rate established for their particular job classification.

Starting Salaries – Classification

Category	Title(s)	2013-14	2014-15	2015-16
1	Head of Building Maintenance (Labor Foreman) Head of Grounds (Head Grounds Equip. Operator)	\$22.23	\$22.23	\$22.23
2	Head Custodian (HS & MS) Head Auto Mechanic	\$22.23	\$22.23	\$22.23
3	Head Custodian (Elementary)	\$19.45	\$19.45	\$19.45
4	Maintenance Mechanic I (HVAC Mechanic)	\$16.51	\$16.51	\$16.51
5	Maintenance Mechanic II (Electrical, Plumbing, Doors, Hardware and Bus Mechanics)	\$16.51	\$16.51	\$16.51
6	Courier, Painter	\$15.42	\$15.42	\$15.42
7	Building Custodian (All Locations)	\$13.89	\$13.89	\$13.89
8	Grounds Equipment Operator	\$12.72	\$12.72	\$12.72
9	Cleaner (includes laundry) full and part-time	\$11.58	\$11.58	\$11.58
10	Substitutes and Seasonal Workers	\$10.09	\$10.09	\$10.09

**B. Beginning Rate**

The District recognizes the importance of paying newly-hired unit members at the beginning rates of the appropriate salary range and will make every effort to do so. However, the District reserves the right to hire new employees above the beginning rate when it is in the best interests of the District to do so. In the event this occurs, the District shall give the Association a written notice of this fact. Such hiring decisions shall not be subject to the grievance and arbitration procedure provided in this Agreement.

Penfield employees hired for substitute and seasonal positions will be paid at the starting rate for the position. Employees hired for summer positions, who are not otherwise employed by the Penfield Central School District, will be paid at the seasonal rate. Current employees previously hired for summer positions at rates higher than the above listed starting rates will continue at their current rate. They will receive an increase of \$0.30 per hour in each subsequent year.

#### **Section 4. OVERTIME**

The District agrees to pay time and one-half for all hours worked in excess of forty (40) hours (excluding sick days) per week. A unit member who calls in sick during the work week will not receive overtime pay until he or she reaches 40 hours worked.

Paid holidays, vacation and personal time will be counted as time worked for overtime pay computation.

A unit member called in to work on a paid holiday shall be paid time and one-half for all hours worked in addition to his holiday pay. A unit member called in to work on a Sunday shall be paid double time.

An employee who regularly works evenings or nights and is receiving a shift differential for such work shall have the shift differential included in his base pay for the purposes of computing overtime compensation.

#### **Section 5. SHIFT DIFFERENTIAL/ADDITIONAL PREMIUMS**

##### **A. Second Shift**

Those employees who work the majority of their regularly scheduled work hours between 3:30 p.m. and 12:00 a.m. shall receive fifty cents (\$.50) per hour shift differential in addition to the scheduled wage rate.

Full-time permanent supervisors will be paid thirty-five cents (\$.35) per hour in addition to shift differential.

##### **B. Third Shift**

Those employees who work the majority of their regularly scheduled work hours between 10:30 p.m. and 7:00 a.m. shall receive a shift differential of seventy cents (\$.70) per hour.

Full-time permanent supervisors will be paid thirty-five cents (\$.35) per hour in addition to shift differential.

##### **C. Regular Part-Time Employees**

Regular part-time employees, as defined in Article VI, Section 1.B., whose hours of work are between 3:30 p.m. and 12:00 a.m., shall be paid the shift differential established for second shift employees.

##### **D. Temporary Assignment**

Permanent status employees who regularly work evenings or nights shall continue to receive their regular shift differential when temporarily assigned to the day shift. A temporary assignment shall include shift changes while school is not in session.

**E.** Second shift will start at 3:30 p.m. and end at 12:00 a.m.; Third shift will start at 10:30 p.m. and end at 7:00 a.m.

**F.** The District-wide Head Custodian will work in collaboration with the building specific Head Custodians to assist the Director of Facilities with the overall management of the custodial needs throughout the District. This position shall provide staffing support during

the interview/hiring process and review of custodial staff and cleaners when requested by the Head Custodians and/or the Director of Facilities. The District-wide Head Custodian shall coordinate initial training of new staff. This position shall also be in charge of coordinating with each of the Head Custodians, all of the necessary cleaning supplies and equipment needed for ordering and they will present that information to the Director of Facilities for final review and purchasing. This individual will be assigned by the Director of Facilities. This person will receive an additional \$2.00 per hour for taking on this assignment.

- G. The Crew Leader will serve as the coordinator for the second shift building maintenance and mechanic staff. The Crew Leader shall report directly to the Labor Foreman. This person shall receive an additional \$1.00 per hour for taking on these additional duties. This individual will be assigned by the Director Facilities.

### **Section 6. ON-CALL PAY**

If a unit member is required to be on-call by his/her supervisor and available for a call into work on any Saturday or Sunday he/she will receive two (2) hours of straight-time pay. If the unit member is called to report to work, they will receive overtime pay (one and one-half rate) if they have worked a forty (40) hour workweek (Monday through Friday) exclusive of sick time. Vacation and Personal time will be counted as time worked for overtime compensation.

**Bus Mechanics:** A bus mechanic required to be on-call will receive two (2) hours of straight time pay. If the unit member is called to report to work, they will receive overtime pay if they have worked a forty (40) hour workweek (Monday through Friday) exclusive of sick time.

**HVAC Support Staff:** Two unit members will be assigned for the primary support role for the HVAC systems throughout the buildings. Each unit member will be responsible to be (on-call) every other week. The Director of Facilities and the Labor Foreman may contact either individual in an emergency event.

During the Monday to Friday work week (off hours) no additional compensation will be given for on-call status unless a specific need is warranted. If support from an off-site location is needed during that time, the individual on call shall receive straight time pay for any work provided remotely. On Saturday and Sundays, the individual on call shall receive 2 hours of straight time pay for each day. If support from an off-site location is needed during that time, the individual on call shall provide the two (2) hours of service with no additional compensation.

Any work provided remotely beyond two (2) hours of duration shall be compensated as additional time at straight time rate. Any call-in support shall be identified under Section 7 (Call back pay).

### **Section 7. CALL-BACK PAY**

There shall be a minimum of four (4) hours pay for call-back to work beyond the regular work schedule.

If the initial call back requires less than four (4) hours of work and the individual that performed

the work leaves the district and then receives another call back for the same issue during the four (4) hour window, they will only receive the additional overtime rate for additional hours worked beyond the four (4) hours. Therefore, that individual will not receive minimum additional four (4) hours of pay for the second call on the same issue.

### **Section 8. SALARY INCREASES**

Hourly wage rates for all unit members will be increased using a straight percentage of new monies as follows: 2013-14 (2% retroactive), 2014–15 (2.5%) and 2015–16 (2.5%).

### **Section 9. CHANGE IN CLASSIFICATION**

The new rate of pay of an employee promoted to a higher pay classification is found by placing such employee on Step 1 of such higher classification. Employees transferred to a different classification will be credited 20 cents for each year of completed service between steps.

### **Section 10. SUPERVISORY RESPONSIBILITY INCREMENT**

When a unit member assumes supervisory responsibilities on a temporary basis for more than fifteen (15) consecutive workdays, he shall be compensated at an additional fifty cents (\$.50) per hour during the time of such service paid retroactively to the first day they assumed the supervisory responsibility. This will be upon recommendation of the immediate supervisor and the approval of the Assistant Superintendent of Personnel & Labor Relations.

### **Section 11. SNOWPLOWING**

Snowplowing as it relates to this section shall be defined as any snow removal from District roadways, parking lots, loading docks, sidewalks and entrances either by mechanical or manual means (i.e. plow, snow blower, shovel, etc.)

Any unit member who performs snowplowing services for the District outside their regular working hours will receive his or her regular hourly rate, or time and one-half of their rate, Monday through Saturday. Any unit member who performs snowplowing on a Sunday shall receive double their hourly rate.

Any unit member who calls in sick during the workweek will not receive overtime pay until he or she reaches forty (40) hours worked. Vacation and personal time will be counted as time worked for forty (40) hours computation.

Paid holidays will be counted as time worked for overtime computation. A unit member called in to work on a paid holiday shall be paid time and one-half for all hours worked in addition to their holiday pay.

On a snow day authorized by the District Superintendent, when a unit member is called in, they shall receive time and one-half of their rate prior to and after typical scheduled work shift. When work is performed during typical scheduled work shift, the unit member shall receive their regularly hourly rate as typical of every unit member but, they shall also receive additional straight time of each hour worked. Therefore, a unit member performing “snowplowing” during a typical scheduled work shift shall receive double time of their rate.

Additionally, due to the nature of snowplowing needs, any unit member that provides snowplowing services shall be compensated for all hours worked. Each unit member has the option to waive their breaks due to the snowplowing needs of the District.

**Section 12. LONGEVITY**

Any unit member completing 15 years of continuous service will receive an annual longevity payment of \$250.00 per year in each year of the contract.

**ARTICLE VII  
BENEFITS**

**Section 1. HEALTH INSURANCE**

**A. Eligibility and Coverage**

1. All regular full-time twelve-month (12) employees shall be eligible for coverage under the District's health insurance plans.
2. The District will not provide duplicate medical coverage when an employee is covered by another policy to which another employer contributes.
3. Regular part-time and part-time hourly employees may enroll in the District's health insurance plans at no cost to the District.

**B. Payment of Benefits**

All health insurance benefits shall be paid in strict accordance with the terms and conditions of the applicable insurance policy, and the District assumes no obligation for payment of health insurance benefits.

**C. Cost - Unit Members hired prior to July 1, 2011**

**Blue Point II Value becomes the District's Base Plan effective January 1, 2015**

		<b>2013- 12/31/14</b>	<b>1/1/15 – 6/30/15</b>	<b>7/1/15 – 6/30/16</b>
<b>RASHP Blue Point II Value</b>	<b>District Contribution</b>	90%	90%	90%
	<b>Employee Contribution</b>	10%	10%	10%
<b>RASHP Blue Point II Select</b>	<b>District Contribution</b>	90%	90% of Value	90% of Value
	<b>Employee Contribution</b>	10%	Difference	Difference

**D. Cost - Unit Members hired after July 1, 2011**

**Blue Point II Value becomes the District's Base Plan effective January 1, 2015**

		2013-12/31/14	1/1/15 – 6/30/15	7/1/15 – 6/30/16
<b>RASHP Blue Point II Value</b>	<b>District Contribution</b>	80%	80%	80%
	<b>Employee Contribution</b>	20%	20%	20%
<b>RASHP Blue Point II Select</b>	<b>District Contribution</b>	80%	80% of Value	80% of Value
	<b>Employee Contribution</b>	20%	Difference	Difference

**RETIREE HEALTH INSURANCE**

**For unit members hired before January 1, 2015**

1. When an employee reaches retirement age and retires after fifteen (15) years of continuous service with the District immediately prior to retirement, the District will pay the District's share of the equivalent cost of a single Blue Point II Value contract until the retiree becomes 65 years of age. After age 65, the retiree may convert coverage to an over 65 single policy by contributing \$400 per year, the remainder of the premium to be paid by the District. Should a retiree elect to transfer his/her coverage to another group, he/she forfeits the right to transfer back into the Penfield Central School District group health insurance program. The District and the Association assume no responsibility for payment of benefits.

The unit member is responsible for the difference between their single contribution and any additional premiums for coverage of family, family no spouse or two person.

**For unit members hired after January 1, 2015**

2. When an employee reaches retirement age and retires after **twenty (20) years** of continuous service with the District immediately prior to retirement, the District will pay the District's share of the equivalent cost of a single Blue Point II Value contract until the retiree becomes 65 years of age. After age 65, the retiree may convert coverage to an over 65 single policy by contributing \$400 per year, the remainder of the premium to be paid by the District. Should a retiree elect to transfer his/her coverage to another group, he/she forfeits the right to transfer back into the Penfield Central School District group health insurance program. The District and the Association assume no responsibility for payment of benefits.

The unit member is responsible for the difference between their single contribution and any additional premiums for coverage of family, family no spouse or two person.



### **Our of Area Retirees**

3. Retirees who establish a permanent residence outside the Rochester Blue Cross/Blue Shield coverage area shall be entitled to District contributions toward health insurance purchased in their locale in an amount not to exceed the highest dollar amount the District contributes for HMO coverage, single, as applicable, for active unit members. Such payments shall be made directly to the insurance carrier, or, if not, reimbursement shall be made to the retiree on a semi-annual basis, in July for the previous January through June, and in January for the previous July through December.

### **E. Notice Requirements**

Employees are responsible for notifying the Personnel Office of any changes affecting insurance coverage, such as change of address, change of marital status or when a covered child reaches age nineteen (19) or twenty-six (26) if he/she is a full-time student.

## **Section 2. DENTAL INSURANCE**

### **A. Eligibility**

1. All regular full-time twelve-month (12) employees, except as excluded in Paragraph 2 below, shall be eligible for coverage under the Blue Cross/Blue Shield 100/50 Group Dental Insurance Plan, or comparable substitute.
2. Any unit member who is covered under another dental insurance policy shall not be eligible for the coverage under this dental insurance plan.

### **B. Payment of Benefits**

Benefits will be paid by the insurance carrier in strict accordance with the terms and conditions of the applicable insurance policy. The District assumes no obligation for payment of any dental insurance benefits.

### **C. Cost**

The District shall pay one hundred percent (100%) of the premium cost of single or family coverage under the Blue Cross/Blue Shield 100/50 Group Dental Insurance Plan or comparable substitute for all eligible participating unit members.

## **Section 3. LIFE INSURANCE**

All members of the unit who work twenty (20) hours or more per week will be provided an opportunity to participate in a term life insurance program. Cost of the program shall be borne by the individual member. The District will administer the payroll deduction for those employees who elect to participate. Retirees may continue to pay premiums to the Benefits Coordinator up to age 70.

All life insurance benefits will be paid in strict accordance with the terms and conditions of the applicable insurance policy, and the District assumes no obligation for payment of life insurance benefits.

#### **Section 4. LONG-TERM DISABILITY INSURANCE**

The District shall make available to all regular twelve-month employees a long-term disability group insurance plan. The District will contribute 25% toward the yearly premium cost of the plan.

#### **Section 5. WORKERS' COMPENSATION**

- A) All employees of the Penfield Central School District are covered by Workers' Compensation for injury or illness arising from the performance of their job duties. Accidents occurring on the job should be reported immediately to the employee's supervisor.
- B) Claims for Workers' Compensation should be made through the office of the school nurse or the supervisor in charge.
- C) All regular twelve-month employees and all regular part-time employees eligible for Workers' Compensation due to job-related injuries or illness may elect payment of wages under Plan 1 as set forth below.

##### **Plan 1**

The District shall continue to pay the injured employee his full regular pay for the employee's earned eligibility period. The earned eligibility period is computed at the rate of one (1) day for each month of work completed in the service of the District up to a maximum of sixty (60) days. The 60 day maximum covers the entire length of service of the unit member. Computation of the eligibility period for part-time employees shall be prorated according to time worked. If the employee elects this option, the District shall receive reimbursement for wages paid from the Workers' Compensation Insurance in the amount the employee is eligible to receive under that plan. Upon expiration of accumulated Workers' Compensation leave, the employee may elect to use any remaining accumulated sick leave benefits, vacation or personal days. If the District is reimbursed for such paid sick leave from the Workers' Compensation Insurance, the employee's sick leave will be restored in proportion to the amount of the reimbursement. At the expiration of leave benefits paid by the District, the employee will receive awarded Workers' Compensation benefits. All benefits received under Workers' Compensation Insurance will be paid in accordance with the express terms and conditions of the applicable insurance policy.

#### **Section 6. RETIREMENT BENEFITS**

Retirement benefits for non-teaching employees of the Penfield Central School District are provided under the New York State Employees' Retirement System. There are several plans in effect under this system. Penfield Central School District subscribes to the Non-Contributory Retirement Plan (also referred to as the 1/60 Plan). At the present time, the plan includes a disability retirement option. Employees are also covered by Option 41J that allows unused sick leave credit up to one hundred sixty-five (165) days to be applied as additional service credit after the employee has vested in the retirement system. All full-time employees hired after July 1, 1976, are required to contribute to the retirement plan. All full-time employees must join the current retirement program. Part-time employees will be given the option of joining. All benefits under such retirement program are paid in accordance with the terms and conditions set forth in the written plan.

Questions regarding any aspect of the plan should be directed to the Personnel Office. Brochures which explain the basic plan, vested rights, death benefits, and options for a retiring employee are available for review from the Personnel Office.

**Section 7. DEATH PAYMENTS**

Payment of accumulated vacation time shall be made to the decedent's estate.

**Section 8. 403b ACCOUNTS**

Unit members will be allowed to participate in the tax sheltered annuity plans now approved by the District upon execution of proper authorization forms. Details are available by calling the Personnel Office.

Neither the District nor the Association assumes responsibility or shall be liable for any claims, damages or disputes resulting from the administration of this program.

**Section 9. INSERVICE COURSE INCENTIVE**

A one-time incentive payment of fifty dollars (\$50) will be given for each inservice credit hour successfully completed, provided all inservice courses are approved in advance by the Assistant Superintendent for Personnel & Labor Relations. Payment will be made for prior approved courses offered in the district and by outside agencies, provided the employee is not receiving reimbursement or subsidy from any other source. The employee must furnish the Personnel Office with a certificate of successful completion signed by the course instructor.

When a unit member is reimbursed for his/her costs for District-approved courses by the District, he/she shall not be eligible to receive payment of an inservice incentive award under this provision. It is understood to be reimbursed for a course leading to a license; the employee must obtain the license.

**Section 10. WORKSHOPS**

All employees covered by this Agreement shall attend a full-day "job oriented" workshop each year. The workshop will be planned by the Director of Facilities in consultation with the Association President. Unit members may submit suggested workshop topics to the Director of Facilities.

The District shall pay the full course fees, if any, for each eligible unit member attending the workshop and will provide transportation to and from the workshop, if necessary.

**Section 11. LICENSES**

The District will pay for all licenses required for the employee to perform his/her job. Drivers' licenses will be exempt.

**Section 12. UNIFORMS**

The District will provide six (6) new uniforms for newly hired employees. Thereafter, during the month of July each year, the District will provide each employee with four (4) new uniforms. All unit members are required to wear uniforms and safety shoes, if provided by the District.

The District, at its own expense, will furnish each head automotive mechanic and automotive mechanic with uniforms through a laundry service selected by the District.

**Section 13. SAFETY/WORK SHOES AND CLOTHING**

The District shall provide general mechanics, head custodians, grounds equipment operators, painters, automotive mechanics, and automotive mechanic trainees, who have completed their twenty-six (26) weeks' probationary period, with a yearly payment not to exceed \$200 for safety shoes meeting the District's specifications. The District shall provide custodians and cleaners, who have completed their twenty-six (26) weeks' probationary period, with a yearly reimbursement not to exceed \$60 for work shoes/sneakers to be selected and purchased by the employee. All safety/work shoes must be purchased by June 30. A receipt of the purchase is required for reimbursement.

Reimbursement for such purchases will be made to the unit member within 30 days of his /her submission.

Grounds equipment operators, general mechanics, auto mechanics, head custodians and couriers shall be reimbursed to a maximum of \$100 for the cost of a Carhart winter work coat. All coats must be purchased by June 30. A receipt of the purchase is required for reimbursement. Reimbursements are made through Payroll and are a taxable benefit.

**Section 14. TOOL ALLOWANCE**

The District shall provide each automotive mechanic a tool allowance not to exceed \$500 a year. The tools must be purchased through the District and with the advance approval of the Director of Transportation.

**ARTICLE VIII**

**ABSENCES AND LEAVES**

**Section 1. SICK LEAVE**

**A. Eligibility**

All regular twelve-month employees and regular part-time employees who are regularly scheduled to work twenty (20) or more hours per week are eligible for paid sick leave benefits.

**B. Accumulation**

Sick leave days shall be accumulated at the rate of one (1) day per month worked, cumulative, to a maximum of one hundred eighty (180) days. Sick days will be determined on a monthly basis and shall be accumulated at the rate of one (1) day for each month of work completed. Sick leave for regular part-time employees shall be prorated according to the number of hours such employee is regularly scheduled to work.

**C. Payment**

Eligible unit members shall receive paid sick leave compensated at the unit member's regular hourly rate of pay (exclusive of overtime, bonuses and stipends) in effect at the

time the leave is taken. A "day" shall be equal to the number of hours the employee is regularly scheduled to work.

**D. Notification - Unexpected Illness**

In order to be eligible for the sick day benefit, an employee who is unable to work because of unexpected illness or injury must notify his supervisor as far as possible in advance of the start of his workday of his inability to work, and in any event, at least one (1) hour prior to the scheduled starting time. The District shall inform employees of the name and telephone number of the person to whom such calls should be made when it is necessary to do so before 8:00 a.m. This advance notice requirement may be waived by the District in its discretion for good cause shown.

**E. Physician's Report or Verification**

- 1) If time off for a sickness exceeds two (2) workdays, the District may require the employee, as a condition of payment, to submit a physician's report certifying the disabling nature of the illness and the probable duration of disability. The District may require such physician's report when one or more sick days are taken immediately before or after a holiday and before or after a vacation. The District may also require such verification at other times whenever, in the District's discretion, such verification appears necessary. Failure to verify an illness may result in discipline.
- 2) After an absence of five (5) working days on account of illness, accident, or childbirth, and at such other times as the District, in its discretion, deems necessary, the employee shall, upon returning to work, submit a written statement from his personal physician attesting to the employee's physical and mental ability to perform his job duties. The District may also require the employee to be examined by a physician of the District's choice at the District's expense.

**F. Notification - Planned Absence**

An employee having advance knowledge of an impending medical or surgical procedure, including childbirth, which will require absence from work, shall notify a supervisor at least eight (8) weeks prior to the anticipated beginning of such absence or as soon as the employee acquires such knowledge. Such notice shall include the anticipated duration of the absence and the expected date of return to active employment.

**G. Unpaid Leave After Sick Leave**

An employee who desires an unpaid leave, such as a child-rearing or personal leave of absence, to begin at the termination of the disability period, shall make application for the unpaid leave at the time of the original notification, when possible. The terms and conditions of any unpaid leave shall be governed by the specific rules applicable to such leave. Before return to active employment, the employee shall submit to the District a physician's certificate attesting to his physical and mental ability to perform the required job duties.

**H. Attendance Plan**

A unit member who is absent due to sickness more than three (3) incidents in a one month period will lose one vacation or personal day (employee option). An additional vacation or personal day will be lost for every additional incident within a two month period from

the date of the third (3<sup>rd</sup>) incident.

If six (6) incidents occur within a two month period (with no physicians report), the unit member will be subject to discipline, up to and including termination.

Absences due to treatment needed for chronic illnesses will not be considered an incident if medical documentation is provided.

## **Section 2. FAMILY MEDICAL LEAVE ACT**

- A. The Family and Medical Leave Act (FMLA) provides eligible employees with up to twelve (12) work weeks of job-protected leave per year for any of the following reasons:
- for the birth and care of the newborn child of an employee;
  - for placement with the employee of a child for adoption or foster care;
  - to care for an immediate family member (spouse, child, or parent) with a serious health condition; or
  - to take medical leave when the employee is unable to work because of a serious health condition.

Employees are eligible for leave if they have been employed by the District for at least 12 months and have worked at least 1,250 hours during the 12 months preceding the commencement date of the leave. The District must maintain the employee's health coverage at the prevailing rate for the duration of the FMLA leave. The employee pays his/her share of the health insurance premium during the leave either by payroll deduction if during a paid leave, or the monthly submission of the employee's contribution if during an unpaid leave. The District is entitled to recover its share of health insurance if the employee fails to return to work and no regulatory exceptions apply. Seniority does not continue to accrue while the employee is on an unpaid FMLA leave.

## **Section 3. PERSONAL LEAVE**

- A. All regular twelve-month employees, and regular part-time employees who are regularly scheduled to work twenty (20) or more hours per week, are eligible to receive up to two (2) days personal leave per year with pay, after completion of six (6) months of service to the District.
- B. Personal business leave may be granted by the supervisor at his discretion or, in his absence, by the Assistant Superintendent for Personnel & Labor Relations when necessary to conduct urgent personal business which cannot be conducted outside of the regularly scheduled working hours. Personal business leave shall not be taken for shopping or recreational purposes or other employment. No personal business leave will be granted on a day immediately before or after a scheduled school vacation or holiday except when necessary due to extenuating circumstances beyond the employee's control.
- C. Such personal leave time shall be compensated at the employee's regular hourly rate of pay (exclusive of overtime, bonuses and stipends) which is in effect at the time of the leave. A personal business "day" consists of the number of hours equal to the number of hours the employee is regularly scheduled to work that day.
- D. To be eligible for such personal business leave, the employee shall give his immediate supervisor at least two (2) days advance notice in writing on a form supplied by the

District, attached to this Agreement as Appendix A. In cases of emergency, where for reasons beyond his control the employee is unable to report for duty, the advance notice may be waived by the immediate supervisor. However, the employee is expected to give the supervisor as much notice as possible. Salary will not be paid for time absent unless the supervisor, subject to review by the Assistant Superintendent for Personnel and Labor Relations, excuses such absences.

- E. Personal leave shall not be cumulative from year to year. However, unused personal leave shall be added to the employee's accumulated sick leave at the end of the school year.
- F. Additional personal time may be granted without pay at the discretion of the Assistant Superintendent for Personnel & Labor Relations.

#### **Section 4. PERSONAL EMERGENCY**

- A. Employees are expected to report for duty on the days and at the hours specified by the supervisor. If for any reasons beyond the employee's control the employee is unable to report for duty, he is expected to give the supervisor as much notice as possible.

#### **Section 5. BEREAVEMENT LEAVE**

- A. Regular full-time and regular part-time employees who are scheduled to work twenty (20) hours or more a week are eligible for paid bereavement leave. An employee who has a death in the immediate family (spouse, parent, step-parent, child, step-child, sister, brother, grandparent, grandchild, parent-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, or other relative who is an actual member of the employee's household) shall be granted up to five (5) consecutive workdays leave of absence concurrent with the death, with full pay.
- B. Compensation shall be computed at the employee's regular hourly rate (exclusive of overtime, bonuses and stipends) multiplied by the number of hours the employee is regularly scheduled to work on those days.
- C. Bereavement leave is not cumulative.

#### **Section 6. JURY DUTY**

- A. When an employee is called for Grand Jury or Jury Duty, the District will, upon presentation of proper proof, pay to the employee his regular hourly wage for any time served which falls within the employee's regularly scheduled work hours.

To be eligible for the above benefit, the employee must:

- 1) Immediately notify his supervisor on the next workday after receiving the summons and furnish the District with a copy of said summons.
- 2) Report for work whenever his attendance as a juror is not required by the court.

## **Section 7. MILITARY LEAVE**

Employees covered by this Agreement shall be granted military leave in accordance with the applicable provisions of existing state and federal law. In order that staffing requirements of the District may be met, any employee receiving summons to active duty shall give the District immediate notification on the next workday after receipt of the summons and shall furnish the District with a copy of such summons.

## **Section 8. UNPAID LEAVES OF ABSENCE**

### **A. Eligibility**

All regular twelve-month employees, and all regular part-time employees who are regularly scheduled to work twenty (20) or more hours per week for at least ten (10) months per year, are eligible to apply for unpaid leaves of absence upon completion of one (1) year's service with the District. Such unpaid leaves may be granted at the discretion of the District for a period not to exceed twelve (12) months.

### **B. Application**

Written application for such unpaid leaves of absence shall be made to the Director of Facilities or the Director of Transportation, as appropriate, at least eight (8) weeks prior to the time the employee wishes the leave to begin, except when extenuating circumstances make it impossible to do so. In addition to the reasons for which the employee is seeking unpaid leave, the application shall specify the desired beginning date for such leave and the expected return date.

### **C. Accrual of Benefits**

No wage increments, sick leave, seniority, or other benefits will accrue during such unpaid leave, except that an employee who has worked a minimum of one hundred eighty (180) days in any fiscal year shall be eligible for any general wage increase granted in the fiscal year following. Unused days of sick leave will be returned to the employee's credit upon return to active employment. An employee on such unpaid leave may retain health insurance coverage under the District's plan by assuming the full cost of the premium and remitting same to the District each month according to established District procedures.

### **D. Notice Requirements**

Employees on an unpaid leave of six (6) months or longer must notify the District ninety (90) days prior to the anticipated return date whether or not they intend to return to work. Employees who are granted shorter leaves will be advised as to the notice requirements at the time the leave is granted.

Failure to comply with the notice requirement set forth in Section D above, or failure to return on the designated return date without having requested and received an extension for good reason given, shall be considered a voluntary termination.

The District does not guarantee that an employee returning from such an unpaid leave will be reinstated to his same job upon return.



**Section 9. SCHOOLS CLOSED DUE TO EMERGENCY**

Whenever it is necessary to close school because of weather or other emergency, an announcement of that fact shall be made over the radio as early as practicable. Unless specifically requested to report to work by the Superintendent of Schools or his/her designee, unit members shall not be required to report to work when school is closed due to weather or other emergency. Unit members shall sustain no loss of regular daily pay or other contractual benefits by reason of such closings.

If the closing is announced after the opening of the school day, employees may be released for the remainder of the day at the discretion of the immediate supervisor acting at the direction of the Superintendent of Schools. If released, the employee shall sustain no loss of pay for the remainder of the day.

When an employee otherwise exempted from work because of a closing is required to work, the employee shall receive his/her regular hourly rate for hours worked in addition to his/her regular day's pay.

In all cases, B & C Shifts are to report to work unless specifically asked not to report.

**ARTICLE IX  
HOLIDAYS AND VACATIONS**

**Section 1. SCHOOL CALENDAR**

A copy of the school calendar will be provided for each employee at the beginning of the school year.

**Section 2. HOLIDAYS**

**A. Holidays**

- 1) All unit members will be eligible to receive a total of fourteen (14) paid holidays per year.

The following schedule of holidays will be in effect:

Fourth of July	December 25th
Labor Day	New Year's Day
Columbus Day	Martin Luther King's Day
Veterans' Day	Presidents' Day
Thanksgiving Day	Good Friday
Day after Thanksgiving	Memorial Day

In addition, employees will receive two (2) paid floating holiday to be selected by the District.

**B. Weekend Holidays**

When the legal holiday falls on a weekend, a nearby working day as designated by the District will be observed as the holiday.

**C. Compensation**

Holiday pay will be computed at the employee's regular hourly rate multiplied by the number of hours the employee is regularly scheduled to work each day.

**Section 3. VACATIONS**

**A. Vacation Accrual and Use**

In the first year, vacation days are accrued one day per month for each full month of work completed. Days may be used as earned. Beginning in the first July after hiring, vacation days are credited up front according to the schedule below. Should an employee use vacation days and then subsequently leave, such day or days will be deducted from the employee's final check.

<u>Years of Service Completed</u>	<u>Earned Vacation Days as of July 1</u>
Date of hire to July 1	1 day per full month
First July 1 after hire to 4 years	10 days
Years 5 – 9	15 days
10 to 15 years	20 days
15 or more years	24 days

**Carry-over**

Vacation time is not cumulative from one year to the next. However, five (5) days' vacation time maybe carried over for use in the next year. When a legal holiday falls within the vacation period, an additional day will be allowed.

**B. Categories 1, 2 and 3**

By November 15 of each year, unit members in Category 1, 2 or 3 may request compensation for up to five (5) days of unused, accumulated vacation for each calendar year. Each unused day will be valued at 1/260<sup>th</sup> of the unit member's salary in effect as of November 15. Compensation will be paid in the first paycheck issued after the start of the next calendar year. Compensation for accumulation is a one-time payment and is separate and distinct from contract salary.

**C.** The District will pay those unit members who did not receive vacation days in their first year of employment a one-time payment in January of 2015. The calculation is based on the number of days earned in the 2006-2007 school year multiplied by the 2007 substitute rate of \$9.22 per hour.

**ARTICLE X**  
**GRIEVANCE PROCEDURE**

**Section 1. DEFINITIONS**

**A. Grievance**

A grievance shall mean any complaint by the grievant regarding an alleged violation or misinterpretation of a specific provision of this Agreement, but shall not include complaints regarding provisions of this Agreement which have been specifically exempt from the grievance procedure or any other matter which is otherwise reviewable by law.

**B. Chief Administrator**

Chief Administrator shall mean the Superintendent of Schools, acting Superintendent of Schools, or the Superintendent's designee.

**C. Immediate Supervisor**

Immediate supervisor for each job classification is identified on the chart below:

<u>Job Classification</u>	<u>Immediate Supervisor</u>	<u>Overall Supervisor(s)</u>
1) Custodians 2) Cleaners 3) Building-based General Mechanics	Head Custodian	Director of Facilities Building Principal
1) Painters 2) Mechanics 3) Grounds Equipment Operators	Director of Facilities	
1) Bus Mechanics 2) Automotive Mechanic Trainees	Head Auto Mechanic	Director of Transportation

**D. Grievant or Aggrieved Person**

A grievant or aggrieved person shall mean any person in the bargaining unit who is personally aggrieved by the act complained of in the grievance.

**Section 2. BASIC PRINCIPLES**

**A.** A grievant shall have the right to present grievances in accordance with these procedures free from coercion, discrimination, or reprisal. Any individual shall also have the right to resolve any problem without recourse to this procedure.

**B.** A grievant shall have the right to be represented at any stage of the procedures by another employee of his own choosing. At Stage IV (Arbitration), the grievant shall have the right to be represented by counsel.

- C. All grievances shall be settled in accordance with the following grievance procedures, and there shall be no strikes or cessation of work by the employees during the term of this Agreement.
- D. As a precondition to appeal to a further stage, the grievant/appeal must be filed within the time limit specified, otherwise the grievance will be time-barred, further appeal will be barred, and the grievance will be deemed waived and discontinued. Failure by the District to respond in a timely fashion shall permit the grievant to take appeal within the time limits applicable had the District rendered its decision on the last day permitted under the applicable provision of this article.

### **Section 3. GRIEVANCE PROCEDURE**

#### **A. Stage I**

- 1) Within five (5) working days after the aggrieved person knew or should have known of the events giving rise to the alleged grievance, he and/or his chosen representative shall present the grievance orally to the employee's immediate supervisor and attempt to informally resolve the matter.
- 2) The Supervisor shall orally inform the grievant of his decision within five (5) working days after the grievance has been presented to him.
- 3) If the grievance is not resolved to the grievant's satisfaction through oral discussion, the grievance may proceed to Stage II.

#### **B. Stage II**

- 1) Within fifteen (15) working days after the grievant knew or should have known of the events giving rise to the grievance, the grievant who wishes to pursue said grievance shall reduce the grievance to writing and submit a copy of same to the Director of Facilities. If the grievant is a bus mechanic, the written grievance shall be submitted to the Director of Transportation. Every written grievance shall set forth in sufficient detail the following information:
  - a. The identity of the aggrieved party.  
A statement describing the nature of the alleged grievance and the acts or occurrences giving rise to the alleged violation of the Agreement, including applicable dates and times.
  - b. The specific article or provision in the Agreement under which the grievance is brought.
  - c. The identity of any person or persons involved in the events or who witnessed the event or have knowledge necessary to an adequate and proper investigation.
  - d. The redress sought by the aggrieved party.
- 2) Within ten (10) working days after receipt of the written grievance, the Director of Facilities and the Assistant Superintendent for Business shall render a joint decision thereon. If the grievant is a bus mechanic, the joint decision shall be rendered by the Director of Transportation and the Assistant Superintendent for Business.

The decision at Stage II shall be in writing and shall be served upon the grievant in accordance with the procedure set forth in Section 3.C.(1) of this Article.

**C. Stage III**

- 1) Within five (5) working days after the written decision rendered at Stage II has been served upon the grievant, either by (a) personally handing to the grievant, or (b) leaving the decision in the grievant's school mailbox, or (c) mailing the decision to the grievant at the mailing address specified on the grievance form, the grievant may request review of that decision by the Chief Administrator. If no decision is served by the Stage II decision-maker within the specified time limits, the grievance shall be deemed to have been denied.

The request for review shall be in writing and must be accompanied by a copy of the written grievance along with copies of all written replies and decisions rendered.

- 2) Within five (5) working days after receipt of the written request for review, the Chief Administrator shall, if requested, establish a time and place for an informal hearing.
- 3) The Chief Administrator shall preside at such informal hearing at which time the parties may appear and present oral and written statements supplementing their position in the case.
- 4) The Chief Administrator shall render a written decision within fourteen (14) working days after such informal hearing, or if no hearing is requested pursuant to subdivision 3.C.(1), then a written decision shall be rendered within fourteen (14) working days of receipt of the written request for review.

**D. Stage IV - Arbitration**

- 1) If the decision of the Chief Administrator rendered pursuant to the procedure set forth in Stage III is not satisfactory to the grievant, the Association, with the consent of the grievant, may submit the grievance to arbitration by written notice to the Board of Education made within fifteen (15) working days after service of the Stage III decision. The filing of said notice of intent to arbitrate in a timely manner shall be a condition precedent to the right to arbitrate hereinafter provided.
- 2) Within five (5) working days after receipt of written notice of submission to arbitration, the Chief Administrator or his designee and the President of the Association will attempt to agree upon a mutually acceptable arbitrator and will attempt to obtain a commitment from said arbitrator to serve.
- 3) If the Chief Administrator, or his designee, and the President of the Association are unable to agree upon an arbitrator or obtain a commitment from him to serve within the specified period of time, a request for a list of arbitrators will be made to the American Arbitration Association. However, if the parties mutually agree, the request for a list of arbitrators may be submitted to PERB.
- 4) Each party reserves the right to reject one complete panel of arbitrators on each grievance. In selecting the arbitrator from the list submitted, each party shall alternatively strike names until one name remains. That person shall then become the arbitrator.

- 5) The selected arbitrator will hear the matter promptly and will issue his decision to the Association and the Board of Education not later than thirty (30) calendar days from the date of the close of the hearing, or if written statements are submitted, then from the date established for submission of such written statements.
- 6) No transcript or tape recordings of an arbitration hearing shall be kept except upon mutual consent of the parties, and in such case, each party shall pay one-half of the cost of preparing such transcript or recording.
- 7) The arbitrator's decision will be in writing and will set forth his findings of fact, reasoning and conclusions on the issue submitted. However, the arbitrator shall not submit observations or declaration of opinion which are not essential in reaching the decision.
- 8) The arbitrator shall have no power or authority to make a decision or award which
  - a) Adds to, subtracts from, or modifies any provision of this Agreement or which requires the commission of an act prohibited by law or which is violative of the terms of this Agreement.
  - b) Limits or interferes in any way with the discretion, powers and duties of the Board of Education or the Superintendent of Schools under Board of Education policy or applicable law.
  - c) Orders the payment of damages of any kind whatsoever except payment of wages and other monetary benefits wrongfully withheld subsequent to the filing of the written grievance.
  - d) Orders any relief whatsoever if the award is made after the time limits prescribed herein and a party makes a timely objection to the delay pursuant to Section 7507 of the C.P.L.R.
- 9) The decision of the arbitrator shall be final and binding upon all parties.
- 10) The arbitrator shall hear only one grievance at a time.
- 11) The fees and expenses of the arbitrator and the cost of the hearing room shall be equally shared by the parties. All other expenses shall be borne by the party incurring them.

**ARTICLE XI  
CHANGES AND DURATION**

**Section 1. LEGISLATIVE ACTION**

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

**Section 2. SAVINGS CLAUSE**

In the event that any provision of this Agreement is held to violate existing law by a court of competent jurisdiction, said provision shall not bind either of the parties, but the remainder of this Agreement shall continue in full force and effect as if the invalid or illegal provision had not been a part of this Agreement.

**Section 3. DURATION**

The provisions of this Agreement shall be effective on and after July 1, 2013, except as otherwise provided herein or by a written amendment made and annexed hereto, and no provision shall have any retroactive effect unless specifically provided for in writing. This Agreement shall continue in full force and effect until midnight, June 30, 2016.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2014

BY: \_\_\_\_\_

Leslie A. Doherty, President  
Penfield Support Staff Association

BY: \_\_\_\_\_

Thomas Putnam, Ed.D, Superintendent  
Penfield Central School District

APPENDIX A

Penfield Support Staff Association

LEAVE OF ABSENCE/PERSONAL DAY FORM

Name: \_\_\_\_\_ Telephone: \_\_\_\_\_

Address: \_\_\_\_\_ Zip: \_\_\_\_\_

Building: \_\_\_\_\_ Assignment: \_\_\_\_\_ No. of yrs. in district: \_\_\_\_\_

Leave of Absence

Type of leave requested (indicate dates):

Unpaid personal leave\* From: \_\_\_\_\_ To: \_\_\_\_\_ # of days: \_\_\_\_\_

Paid sick leave (including maternity) From: \_\_\_\_\_ To: \_\_\_\_\_ # of days: \_\_\_\_\_

Unpaid sick leave\* (including maternity) From: \_\_\_\_\_ To: \_\_\_\_\_ # of days: \_\_\_\_\_

Unpaid child-rearing leave\* From: \_\_\_\_\_ To: \_\_\_\_\_ # of days: \_\_\_\_\_

If maternity, anticipated delivery date: \_\_\_\_\_

\*No seniority accrues during an unpaid leave of absence.

Please use this space to submit your plans:

Personal Day

In accordance with Article VIII, Section 2-3 of the collective bargaining agreement, I am submitting 48-hour notification that I will utilize personal days as listed below for the purpose of conducting personal business which cannot be conducted outside of my regularly scheduled working hours. (In cases of emergency, where for reasons beyond his/her control the employee is unable to report for duty, the advance notice may be waived by the immediate supervisor.)

Personal days shall not be taken for shopping or recreational purposes or other employment. No personal business leave will be granted on a day immediately before or after a scheduled school vacation or holiday except when necessary due to extenuating circumstances beyond the employee's control.

My signature below attests that the personal day(s) noted below are not being taken for reasons other than those allowable by contractual agreement.

Please check the appropriate box below:

Personal Day(s)

Emergency Day

Extra Personal Day

Date(s): \_\_\_\_\_ No. of days: \_\_\_\_\_

Employee Signature

Date

Reviewed by Supervisor

Date

Approved by Asst. Superintendent for Personnel & LR

Date



APPENDIX B

ASSOCIATION BUSINESS REQUEST

Date: \_\_\_\_\_

To: \_\_\_\_\_

I am requesting \_\_\_\_\_ association business hours to be taken on  
\_\_\_\_\_ for the purpose of conducting association business  
which cannot be conducted outside of my regularly scheduled working hours.

Signature \_\_\_\_\_

Approved \_\_\_\_\_