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GEN/6400

CONTRACTUAL AGREEMENT

between the

SUPERINTENDENT

and the

VICTOR CENTRAL SCHOOL DISTRICT

and the

CIVIL SERVICE EMPLOYEES ASSOCIATION, INC.

LOCAL 1000 AFSCME, AFL-CIO
ONTARIO COUNTY LOCAL 835
VICTOR CENTRAL SCHOOL DISTRICT
Non-Instructional Employees Unit



JULY 1, 2002 - JUNE 30, 2006

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ADMINISTRATION

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AGREEMENT

This is an Agreement made effective the 1st day of July, 2002, by and between the Superintendent of the Victor Central School District (hereinafter referred to as the "Employer") and the Civil Service Employees Association, Inc., Local 1000, AFSCME, AFL-CIO Victor Central School District Unit (hereinafter referred to as the "Union").

PURPOSE AND INTENT

The general purpose of this Agreement is to set forth terms and conditions of employment and promote orderly and peaceful labor relations for the mutual interest of the Employer, the employees and the Union.

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

ARTICLE I

Probationary, Temporary Student Employees, and Definition Of Employees

- 1.1 A new employee shall obtain seniority after the successful completion of the probationary period specified in Paragraph 29.6 (a) of this Agreement.
- 1.2 When necessary, temporary employees shall be hired for a period not to exceed ninety (90) days. Temporary employees shall not be eligible for fringe benefits or accumulate seniority and shall not be members of the bargaining unit.
- 1.3 When necessary, student employees shall be hired for the school year, summer help or during any part of a calendar year. Student employees shall be hired as summer help only after consideration of bargaining unit members who have indicated their interest in summer work for which they are qualified no later than May 15. Student employees, or bargaining unit employees performing summer work hereunder, shall be paid the wage rates set by the District in its discretion and shall not be eligible for fringe benefits (except for retirement contributions for regular bargaining unit members) or accumulate seniority, and shall not be members of the bargaining unit during such employment.
- 1.4 (a) Permanent Full-Time Employee is one who works on a twelve (12) month basis for at least forty (40) hours a week. (b) Permanent 10-Month Employee is one who works during the school year for 12-1/2 hours a week, or more. (c) The school district and the Association may mutually agree to a reduced work schedule for a permanent full-time employee of not less than ten (10) months and/or no fewer than thirty-five (35) hours. In such circumstances, a permanent full-time employee working fewer than eleven (11) months shall forfeit the right to use and accrue vacation leave, and shall accrue ten (10) sick leave days instead of twelve (12.)

1.5 A long term substitute is an employee who is substituting on a continuous basis in the place of a specific employee when that employee has been absent, or is anticipated to be absent, from the position for at least five consecutive months. A long term substitute must be specifically designated in writing as such by the school district with notification to the CSEA. The long term substitute position ends when the absent employee returns or when the position is otherwise filled on a permanent basis.

Employee benefits accrue to a long term substitute after working in the designated position for ninety (90) consecutive days. The contractual clauses which apply to long term substitutes under the CSEA contract are: health insurance Article XXIV; sick leave prorated according to Article XIV; personal leave prorated according to article XV; bereavement, Article XVI; holidays, Article XXIII; vacation, prorated according to Article XXII.

ARTICLE II

Recognition

2.1 The Employer hereby recognizes the Union as the sole and exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment for the term of this Agreement of permanent employees of the Employer occupying the job classifications described on Schedule A attached hereto and within the following Departments:

- (1) Buildings and Grounds
- (2) Cafeteria and Monitors
- (3) Clerical and Aides
- (4) Transportation
- (5) Head Bus Driver
- (6) Head Mechanic
- (7) Such other job classification for which the Employer shall, by resolution, duly recognize the Union as bargaining agent.

2.2 The positions of Transportation Supervisor, Secretary for the Administrative Assistant for Personnel, Secretary for the Director of Pupil Personnel Services and Secretary for the Assistant Superintendent for Instruction are not a part of this bargaining unit.

ARTICLE III

Aid To Other Labor Organizations

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

ARTICLE IV
No-Strike Pledge

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

ARTICLE V
Rights Of Employer

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

ARTICLE VI
Rights Of Employees

- 6.1 Any employee covered by the provisions of this Agreement shall be free to join or refrain from joining the Union without fear of coercion, reprisal, or penalty from the Union or the Employer.
- 6.2 Employees may join and take an active part in the activities of the Union without fear of any kind of reprisals from the Employer or its agents.
- 6.3 An employee may bring matters of personal concern to the attention of the appropriate Employer's representative and officials in accordance with applicable laws and rules, and may choose his or her own representative or appear alone in a grievance or appeal proceedings with the exception that the Union must be permitted entrance to all such proceedings and must be informed immediately of any decision surrounding the case.

ARTICLE VII
Rights Of Union

- 7.1 The Union shall have the sole and exclusive right to pursue any matter or issue including but not limited to the grievance and appeal procedures in this Agreement and to pursue any matter of issue to any court or competent jurisdiction, whichever is appropriate.
- 7.2 The Employer will allow the Union to post notices of Union activities and announcements on bulletin boards in existing Employer work locations.
- 7.3 Accredited representatives of the Union will be allowed access, by appointment with the Superintendent of Schools or his/her designee or the Director of Finance and Operations and the Department heads involved, to the Employer's premises and offices at reasonable times and for reasonable purposes and under conditions which will not unduly disrupt or disturb the regular work routines.

ARTICLE VIII
Grievance Procedure

- 8.1 It is the intent of this Article to promote and provide a mutually satisfactory procedure for the settlement of the grievances of employees. The Employer and the Union agree that the provisions of this Article should be used for a quick and satisfactory settlement of complaints and grievances at the lowest possible level.
- 8.2 "Grievance" shall mean, for purposes of this Agreement, any dispute between the Employer and the Union, or between the Employer and any employee, concerning the interpretation, application, claim of breach or violation of this Agreement. However, such term shall not mean or include matters involving an employee's rate of compensation, retirement benefits, or work schedule.

- 8.3 No provision of this Agreement shall be interpreted to require the Union to represent an employee in any stage of the grievance or appeal stage if the Union considers the grievance to be without merit or in contradiction of any law or regulation.
- 8.4 The first stage of the procedure shall consist of the employee's presentation of his grievance within fifteen (15) working days of the event giving rise to the grievance or the time at which such event reasonably became known to the employee, whichever is later, to his immediate supervisor who shall, to the extent necessary or appropriate, consult with and permit the employee to consult with any of his higher ranking supervisors in direct line below the level of the Director of Finance and Operations or his designated representative. Discussion and resolution of a grievance in the first stage shall be on an oral basis. Groups grievances should be presented in the first instance to the lowest ranking supervisor common to all employees in the group.
- 8.5 The second stage is the handling of a grievance by the Director of Human Resources. If a grievance is not satisfactorily settled at the first stage, the employee may request a review of the determination thereof by the Director of Human Resources or his designated representative. The specific nature of the grievance and the facts relating thereto shall be reduced to writing jointly or separately by the employee and the appropriate supervisor. The Director of Human Resources or his designated representative shall on request of the employee hold an informal hearing within five (5) working days at which time the employee and his representative may appear and present oral statements. The Director of Human Resources or his designated representative shall make a determination of such grievance within ten (10) working days of the submission of the grievance at the second stage or within nine (9) working days from the date of the informal hearing, if one is held, and provide a copy of the decision to the grieving party.
- 8.6 If the determination made at the second stage is not satisfactory to the employee, he shall make written request for review within five (5) working days from the determination at the second stage and shall file such written request for review with the Superintendent of Schools or his/her designee. The Superintendent of Schools or his/her designee shall, within ten (10) working days of the submission of the grievance at the third stage, make a determination of the grievance.
- 8.7 If the determination made at the third stage is not satisfactory to the employee, he shall make written request for review within five (5) working days from the determination at the third stage and shall file such written request for review with the President of the Board of Education. The President of the Board of Education or his/her designated representative shall at the next regularly scheduled Board meeting at the fourth stage make a determination of the grievance.
- 8.8 If a satisfactory solution is not reached, the employee shall have the right to submit the grievance to final and binding arbitration within seven (7) working days following completion of the preceding stage, by written notice to the Employer. Following such notice the Employer and the Union will request the Federal Mediation and Conciliation Service to forward to the parties the names of five suitable arbitrators available for arbitration, from which the Employer and the Union shall alternately cross off one name until only one name remains, and such person shall be the arbitrator. The arbitrator shall

promptly hear the grievance and render his decision in writing within fifteen (15) days of the date of the hearing. Both parties to this Agreement will share equally the cost of the arbitration.

- 8.9 Either party to the grievance shall have the right to have its representatives present at all stages of the grievance procedure. An employee shall have the right to have a departmental steward present where the employee is interrogated in connection with proposed discipline, outside the formal grievance procedure. An employee and his representative shall be allowed such time off from his regular duties as may be necessary and reasonable for the processing of a grievance adopted pursuant to this Agreement and without loss of pay or vacation or other time credits.
- 8.10 This grievance procedure shall be subordinate to disciplinary proceedings provided by Section 75 of the Civil Service Law of the State of New York.

ARTICLE IX

Union Security and Check-Off

- 9.1 Indemnity - The Union shall indemnify and save the Employer harmless from any and all manner of claims, demands, suits, actions or other forms of liability which may arise against the Employer out of or by reason of the deductions provided for hereunder, the payment of the same to the Union, or any other action taken or not taken by the Employer, including any liability relating to previously signed cards which vary from the PAYROLL DEDUCTION AUTHORITY (MEMBERSHIP APPLICATION) form, or its substantial equivalent, previously agreed to between the Employer and the Union.
- 9.2 Check-Off Forms - The Employer agrees to deduct Union membership dues levied in accordance with the Constitution and By-Laws of the Union from the pay of each employee who executes and delivers to the Employer the PAYROLL DEDUCTION AUTHORITY (MEMBERSHIP APPLICATION) form, or its substantial equivalent, previously agreed to between the Employer and the Union. The dues so deducted by the Employer shall be remitted to The Civil Service Employees Association, Inc., 143 Washington Avenue, Albany, New York, 12224.
- 9.3 When Deductions Begin - Check-off deductions under all properly executed check-off forms shall become effective at the time the application is signed by the employee and presented to the Employer and shall be deducted proportionately from each paycheck thereafter.
- 9.4 Termination of Check-Off - An employee shall cease to be subject to check-off deductions beginning with the month immediately following the fifteenth (15th) day of the month in which he (1) is no longer a member of the bargaining unit, or (2) serves notice terminating his Check-Off Authorization. The Union will be notified by the Employer of the names of such employees following the end of each month in which the termination took place.
- 9.5 Employee Information List - The Employer, if the same is requested in writing by the Union, within thirty (30) days after the ratification of this contract, will furnish the Union a complete list of names, home addresses, work locations and position titles of all employees

in the negotiating unit covered by this contract, and will, within thirty (30) days after the end of each pay period, furnish the Union a listing of names, home addresses, work locations and position titles of newly hired, reinstated, transferred and terminated employees.

ARTICLE X

Permanent Status

- 10.1 All permanent competitive class employees shall be afforded the protection of Section 75 of the New York State Civil Service Law.
- 10.2 Any discharged or suspended employee or any employee who receives a disciplinary demotion, in a non- competitive class shall have full recourse to the grievance procedure contained in this Agreement. This grievance procedure shall, where applicable, be subordinate to disciplinary proceedings provided by Section 75 of the Civil Service Law of the State of New York.
- 10.3 In the event of discharge, suspension without pay, or disciplinary demotion, an employee shall be given upon request, a written slip stating in summary form the reason for the employee's discharge, suspension or disciplinary demotion, with a copy of such slip also to be delivered to the President of the Union.

ARTICLE XI

Work Week and Overtime

- 11.1 (a) An employee's exact working hours during the working day shall be determined by the appropriate Supervisor or Department Head. The Employer shall have the right to change working hours and/or the work week upon five (5) working days advance notice to the Union, during which time the Union shall have the right to discuss the proposed change with the Employer. The foregoing notice shall not be required in the event of a change in work schedules of short duration due to emergency work or vacation scheduling.
- 11.1 (b) The District may place a cleaner on a Tuesday through Saturday work week. When an employee is to be moved for the foreseeable future to a Tuesday through Saturday, or other than Monday through Friday work week, the District will first request volunteers within the affected classification and, if this is not successful, will then assign the employee(s) to the new work week, commencing with the least senior employee in the classification. The District will not permanently assign an employee hereunder to a work week which does not provide two (2) consecutive days off, one of which is either Saturday or Sunday. Where Saturday work will consist only of non-school sponsored events, the District will not change an employee's ordinary work week solely for the purpose of avoiding overtime pay for such Saturday work.
- 11.1 (c) The District hereby agrees that instances in which custodians are asked to work on weekends with less than five (5) working days advance notice shall not constitute a waiver by the Union of its rights to insist upon such notice in any situations falling within the provisions of subparagraph (a) of the Paragraph.

- 11.1 (d) The District may add a second shift for Teacher Aides and a third shift for Night Cleaners, with a shift differential of thirty cents (\$.30) per hour.
- 11.2 An employee who performs overtime work during a workday shall be entitled to complete his regularly scheduled working hours in addition to such overtime and shall be required to work such regularly scheduled hours unless excused by his Department Head and shall be paid for such excused hours at his basic straight-time rate.
- 11.3 The work day hours shall include one ten-minute coffee break for employees working at least four but not more than six hours per day and a second ten-minute coffee break for employees working more than six hours per day. The scheduling of the coffee break period shall be determined by the supervisor.
- 11.4 Penalties for repeated unexcused tardiness will be imposed by the head of each department in concurrence with the Director of Finance and Operations. When absence is required for any reason, the employee shall report the same to his immediate supervisor, or if unavailable, the Director of Finance and Operations, not less than one-half hour before starting time, except in emergency situation. In case of failure to report within the time limit stated, unless for reasons satisfactory to the supervisor or the Director of Finance and Operations, the absence will be considered as time off without pay. If the Employer is aware of an employee's absence, as a result of the employee providing notification for a prolonged illness or a compensation injury, then it shall not be necessary for the employee to call in each day of the absence in accordance with the foregoing.
- 11.5 An employee called in to service before or after his normal work day shall receive a minimum of two (2) hours pay at his regular straight-time rate of pay. Call-in hours hereunder shall be included in the computation of hours in a normal work week to determine overtime pay, if any, as hereinafter provided. An employee must be available when called in, in order to be eligible for guaranteed minimum call-in pay.
- 11.6 (a) An employee shall receive one and one-half (1-1/2) times his regular straight-time rate of pay for all work performed over forty (40) hours during his normal work week. For the purpose of computing overtime pay, absence with pay during a work week shall be included in the determination of the total hours in a normal work week, It shall be an employee's responsibility to perform reasonable overtime work, except in the case of personal emergency.
- 11.6 (b) All employees shall receive two (2) times their regular straight time rate of pay for all work performed on a Sunday, or on a holiday involving non-school functions or snow plowing which has been specifically authorized by the Superintendent or his/her designee. In addition, the employee shall receive his holiday pay as provided in Article XXIII. Otherwise, the employee will receive the rate of pay which would normally apply. Cafeteria employees shall receive one and one-half (1-1/2) times their regular straight time rate of pay when called in to work for a banquet or other function.

ARTICLE XII
Working Conditions
General - For All Employees

- 12.1 The Employer shall provide the following extras for all employees:
- 12.1 (a) No leave credits shall be taken in increments of less than one-hour segments.
- 12.1 (b) All employees required to take physical examinations prior to the commencement of the school year shall be examined by the School Physician, and at a time and place, designated by the Employer without cost. An employee required to take a physical examination who is examined by a doctor other than the School Physician shall do so at his or her own cost, except that the Employer, shall reimburse the employee the amount of twelve dollars (\$12.00) upon submission of the medical examination report. —
- 12.1 (c) The Employer agrees to use its best efforts to notify all employees by 6:15 a.m. if the school is to be closed that day due to a snow or other weather emergency. The decision as to whether to pay absent employees for time lost in such emergency shall be solely at the discretion of the Superintendent of Schools or his/her designee. The Employer, however, agrees to notify the employees of the decision of the Superintendent of Schools or his/her designee by written notification in work areas within two (2) working days following the closed day or days. Effective as of July 1, 2003 two days will be without loss of pay. In the event that school is closed due to snow or other emergency and the school district determines that the services of regularly employed salaried bus drivers are not required, there shall be no reduction in the annual salary of those employees, nor shall they be required to forfeit personal leave credits. In the event that Ontario County roads are closed due to weather, district employees will not be required to report to work and shall be afforded payment through use of accrued vacation leave, at the employee's option. Buildings and Grounds Department employees' requests for vacation must be approved prior to the use of vacation day(s) for purposes of this section by the Superintendent of Buildings and Grounds. Ten-month employees may elect the use of personal day accruals.
- 12.1 (d) In the event that school is closed due to snow or other weather emergency and employees are not paid for the absence, employees working less than twelve months may elect the use of personal leave accruals, and those employees working twelve months may elect the use of vacation accruals to be paid for the day(s) that school is closed. If the employee's supervisor requires the employee to report to work, the employee will report to work. If an employee elects not to use accruals for the day(s), any non-payment of wages due to weather-related school closing of two or more days will be deducted over the next two pay periods in equal amounts.
- 12.2 When it is clearly anticipated that an employee will be absent from work for a period of one (1) week or more because of vacation, disability or other legitimate reason, the District shall not use a member of management to perform such employee's work, but shall call in a substitute employee if it is necessary to have the work performed.
- 12.3 Upon hiring, a new employee will be advised in writing of his or her hourly wage, a job description, and the means by which such an employee can determine his or her eligibility

for benefits and the District Representative(s) with whom to consult concerning questions about such benefits.

- 12.3 (a) A yearly written performance evaluation will be given to each employee by his/her supervisor. The supervisor and employee will meet to discuss this evaluation. A copy of each yearly evaluation will be placed in the employee's personnel file.

A. Cafeteria

12.4 The Employer shall pay to each cafeteria employee a uniform and shoe allowance of ninety dollars (\$90) effective July 1, 1999 which amount shall be paid upon receipt of a purchase invoice or sales slip (excluding sales tax) as soon as presented after the beginning of the school year.

12.5 The Employer shall provide up to five (5) aprons at the beginning of each school year to cafeteria employees in the classifications currently eligible to receive uniforms. Up to two (2) replacements shall be provided by the Employer during the remainder of the school year, upon turning in the apron for which replacement is requested. Cafeteria Monitors will receive three (3) aprons and three (3) shirts per year. All aprons shall be inventoried, checked out at the beginning of the school year and checked in at the end of the school year, or at such earlier time as an employee may terminate his or her employment with the Employer.

B. Bus Garage Mechanics, Maintenance Mechanics, Cleaners, Custodians, and Groundskeepers

12.6 The Employer shall provide and maintain uniforms for bus garage mechanics, maintenance mechanics, cleaners, custodians, and groundskeepers. The Employer also shall reimburse bus mechanics, maintenance mechanics, and groundskeepers, upon presentation of a receipt, up to one hundred dollars (\$100.00) per year for safety work shoes (no sneakers). The Employer shall reimburse cleaners and custodians upon presentation of a receipt, up to ninety dollars (\$90) per year for safety shoes, including steel-toed sneakers. The employees who are provided with uniforms and shoes are required to wear such uniforms and safety work shoes at all times during their working hours.

12.7 In the event an Employer's building is used for a non-school function or outside activity, and there is not cleaner or custodian working a normal schedule, the Employer will schedule a cleaner or custodian to work during the hours of such function or activity, and the custodian or cleaner shall be paid for such additional hour or hours at his regular straight-time rate of pay unless he is entitled to overtime pay in accordance with Paragraph 11.6(a) of this Agreement. The Employer shall rotate work assignments in accordance with the foregoing between all custodians and cleaners. Custodians or cleaners are to be informed of work assignments hereunder on a special form setting forth the time, date and area of the building to be used.

For A and B

12.8 Employees shall be required to utilize all such articles of equipment and clothing provided by the Employer in the manner prescribed. The Union agrees to cooperate with the Employer in encouraging its employees to use such equipment and to observe such safety regulations as may from time to time be prescribed by the Employer. On an annual basis, the Employer will purchase up to \$250 worth of tools for the use of each Bus Mechanic and Head Bus Mechanic. Purchase of requested tools is subject to the approval of the Director of Transportation. The purchased tools remain the property of the school district.

C. Bus Drivers

12.9 The Employer and the employees agree to the following provisions pertaining to bus drivers:

12.9 (a) Subject to recommendation of the Transportation Supervisor, the final assignment of routes shall be the responsibility of the Superintendent of Schools or his/her designee, as long as he/she adheres to the rights of seniority prescribed in this Agreement. Route openings will be filled only at the beginning of the school year and as soon as possible when openings occur during the school year, through April 30th.

12.9 (b) It shall be the responsibility of each driver, regular or substitute, to sweep and dust the interior of the bus and to clean the interior and exterior front and rear glass. Sweeping and dusting shall be done after this vehicle has been driven on all regular runs or extra runs, including kindergarten. Failure to do so may subject the employee to disciplinary action. The Director of Transportation shall make weekly inspections of each bus and weekly reports to the Director of Finance and Operations of any failure to meet the requirements of this subparagraph.

12.9 (c) All extra trips will be posted by the Transportation Supervisor five (5) working days in advance, whenever possible, and drivers will be assigned by the Transportation Supervisor to the extra trips by rotating seniority lists so that half-time drivers shall be eligible for only half as many trips as full-time drivers.

12.9 (d) Substitute drivers shall be assigned extra trips when regular bus drivers are not available before 4:15 p.m.

12.9 (e) New positions, including Kindergarten routes, shall be subject to seniority.

12.9 (f) Regular Kindergarten drivers must be full-time drivers whenever possible.

12.9 (g) When a regular driver takes time off, he will be penalized 1/180 of his annual salary for each day of absence. Beginning July 1, 2004, when a regular driver takes time off, he will be penalized 1/182 of his annual salary for each day of absence. No driver will be allowed to take time off from his regular job except for illness, death in the family or permission from the Superintendent of Schools or his/her designee.

- 12.9 (h) Drivers shall be responsible for contacting parent(s)/guardian(s) on the same day as a discipline problem occurs on their bus if possible.

ARTICLE XIII

Conferences and Workshops

- 13.1 (a) The School District will pay the reasonable and necessary cost of transportation, tuition or registration fees for conferences, workshops or any other job-related educational courses which have been approved by the Superintendent of Schools or his/her designee, in his/her discretion. Written prior approval of such expense will be provided by the District. Employees will be expected to present reasonable documentation or expenses for which reimbursement is sought. The District shall develop a form for prior approval of conferences, workshops, or any other job-related educational courses. A copy of the form will be given to the Association.
- 13.1 (b) Employees will receive their regular hourly rate for classroom hours of attendance at job-related courses or workshops (not including courses for professional advancement) directed by the District, in its discretion (but such paid time shall not be included in the calculation of overtime). All such courses must have prior approval of the Superintendent of Schools or his/her designee. This Section shall not apply to bus driver attendance at bus drivers' school which is the subject of Section 12.10 or the anticipated commercial drivers license program referred to in Section 26.3.

ARTICLE XIV

Sick Leave

- 14.1 A permanent full-time employee who has been continuously employed for at least ninety (90) days shall accumulate paid sick leave days at the rate of one (1) day per month and twelve (12) days per year based upon the employee's normal work day. A permanent 10-month employee who has been continuously employed for at least ninety (90) days shall accumulate paid sick leave days at the rate of one (1) day per month and ten (10) days per year based upon the employee's normal work day. At the beginning of the following school year, and at the beginning of each school year thereafter, an employee shall be awarded either twelve (12) or ten (10) sick days according to the length of their respective work year. When an employee's sick leave balance falls below five days in any year, the Employer retains the right to credit that employee's sick leave on a monthly basis in the following school year. Any unused sick leave days may accumulate to a maximum of one hundred eighty (180) days.
- 14.2 Sick leave shall be defined as personal illness or injury of the employee, his spouse and children living in the household arising out of or during the course of the employees employment with the Employer.
- 14.3 The employee shall, in reporting absence for sick leave, communicate to his Supervisor the nature of the illness and the probable duration of the illness.

- 14.4 The Employer reserves the right at any time to request a doctor's certificate to verify the illness before granting sick leave pay.
- 14.5 An employee absent for personal illness for any period must upon his return complete, sign and file with the Director of Human Resources a personal certificate as to the necessity of the absence.
- 14.6 An employee who has been absent for two (2) or more days shall, before the end of the school day prior to his return, notify his immediate supervisor of his expected return.
- 14.7 In the event an employee's illness (other than a permanent full-time employee) extends beyond the then school year, his/her right to use sick leave for illness shall cease at the end of the then school year. A returning employee who, because of a continuing illness or because of an illness that occurred during the summer months, is unable to return at the beginning of the school year, shall be entitled to use up to thirty (30) of his/her sick leave days effective the first day he/she would have returned to work. In order to use additional sick time, the employee must resume full service in the regular assignment of the Employer for one (1) full month. Upon resumption of service, the employee shall be eligible for sick leave for that portion of the school year missed as a result of such illness. An employee who is disabled and unable to return to work for four (4) consecutive months shall be entitled to sick leave without resuming full service in the regular assignment of the Employer, subject to the right of the Employer to have the employee examined by a physician of its choosing, whose medical opinion on the ability of the employee to return to employment shall be conclusive.
- 14.8 A special health examination may be required whenever a physical or mental condition interferes or appears likely to interfere with the health and safety of other employees, pupils or the educational progress of pupils, at the expense of the Employer.
- 14.9 Effective July 1, 1994, all employees covered by this Agreement will be eligible to become part of the Sick Leave Bank according to the following guidelines:
- 14.9 (a) The Sick Leave Bank (Bank) shall be established to aid employees who suffer prolonged serious disease and whose sick leave becomes exhausted during an extended period of illness or disability.
- 14.9 (b) To join the Bank an employee must contribute two days initially, and one day in each subsequent year thereafter until there are approximately 500 days, excepting new membership. No more days will be added, except by new memberships, until the bank is depleted to 250 days. Those employees joining as new members after the date of this contract shall contribute two days the first year of participation and one day thereafter until they reach the maximum given by any one member. All members of the Bank shall give the same number of days over an extended period of time. In the event the Bank is depleted to 250 days, members will be required to contribute a like number of additional days. The Chairperson of the Bank Committee will be responsible for the bookkeeping in cooperation with the Director of Human Resources.
- 14.9 (c) Employees may apply for Bank withdrawal anytime, but will not receive benefits until

all their accumulated sick leave is exhausted, and they have been absent for 15 consecutive work days prior to commencement of the Bank benefits. The following application procedure will apply. The employee will submit a completed application to the Bank Committee through the Bank Chairperson. Applications can be obtained from the Business Office or Bank Committee Chairperson.

The application will include a written statement from a duly-licensed New York State physician certifying that the applicant suffers from prolonged serious disease. The Committee will have five working days to reply to the applicant. Upon approval, benefits will commence immediately after conditions outlined in this section are satisfied.

- 14.9 (d) An employee participating in the Bank will be limited to withdrawing from the bank no more than 60 days as a result of an approved application.
- 14.9 (e) An employee may withdraw at any time from the Bank upon written notification to the Committee. They will forfeit all days donated to the Sick Leave Bank.
- 14.9 (f) If an employee who has qualified for Bank benefits, under “c” above, resumes his/her duties, and then experiences a related recurring illness, the Committee will consider an application for extended benefits upon the receipt of a written statement from a licensed New York State physician.
- 14.9 (g) An employee, including one currently on leave of absence, who is eligible for initial membership in the Bank, but who did not join, may become a member by donating the total number of days required of charter members. He/she may not, however, become eligible to receive benefits for a period of 20 weeks from the date of joining. New employees may join by contributing two days. The deadline for new membership is 90 days from date of hire, unless determined otherwise by the Committee.
- 14.9 (h) A person denied benefits under the provisions of the Sick Leave Bank has the right to appeal the decision to the Committee.
- 14.10 Family emergency days: A permanent full-time employee and a permanent 10-month employee who has been continuously employed at least ninety (90) days shall be granted up to three (3) working days annually with pay for serious illness, requiring bedside care, involving any of the following family members: (a) spouse (b) son (c) daughter (d) parent (e) grandparents (f) mother-in-law and father-in-law (g) people living in the employee’s immediate household. The employee’s annual allotment, which shall not carry over from one school year to another, shall be credited to his or her record on the first day he or she reports to work in each new school year. In the first year of employment, an employee’s entitlement to such leave shall be pro-rated on the basis of the portion of the school year actually worked.

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

ARTICLE XV
Personal Leave

- 15.1 A permanent full-time employee and a permanent 10-month employee who has been continuously employed at least ninety (90) days shall be granted personal leave not to exceed three (3) days per school year for matters which may not be taken care of except during normal working hours, consisting of religious observance, personal medical and dental appointments, graduation from college of a child, court appearance or lawyer's appointments or other similar personal business. It is agreed that up to one (1) hour of such time per year per employee may be used for attendance at Union ratification or contract proposal meetings.
- 15.2 Personal leave shall not accumulate and may be drawn only at a time convenient to and approved in advance by an employee's supervisor. Upon request, an employee shall specifically designate the name of the person or persons with whom or before whom the proposed personal leave will be use, so that the District may satisfactorily monitor the same. A written request for personal leave in the form attached to this Agreement as Appendix A must be filled out and forwarded to the supervisor or the Director of Finance and Operations before personal leave will be granted. In the event of a personal emergency, the foregoing advance notice may be waived by the Employer provided the employee verifies upon return the emergency condition. Any personal leave credits not used during a school year will accrue as sick leave.
- 15.3 An employee shall be entitled to unpaid personal leave not to exceed eight (8) hours per school year for unspecified purposes, upon advance notice to his immediate supervisor, and with such supervisor's permission. Such leave shall not be unreasonably denied, but shall not interfere with the proper performance of the employee's duties.
- 15.4 No personal leave days shall be granted immediately preceding or following vacation days or holidays.

ARTICLE XVI
Bereavement Leave

- 16.1 A permanent full-time employee and a permanent 10-month employee who has been continuously employed at least ninety (90) days shall be granted up to three (3) working days with pay due to a death in his immediate family. "Immediate family" shall be defined as spouse, children, son- in-law, daughter-in-law, parents, parents-in-law, brothers, sisters, grandparents, grandchildren, brother-in-law, sister- in-law, grandparents-in-law or people actually living in the employee's household. A request for family leave must be made to the employee's supervisor or the Director of Human Resources as soon as possible.

ARTICLE XVII
Military Leave

- 17.1 An employee shall be granted a leave of absence with pay if he or she is ordered to military duty for a period not exceeding thirty (30) calendar days in any one year as a member of the organized militia or a reserve component.
- 17.2 An employee serving active military duty shall be entitled to such leave of absence, reinstatement and other rights as are provided under the New York State Military Law, including but not limited to Sections 242 and 243 thereof, and the Federal Selective Service Act of 1967, as amended.

ARTICLE XVIII
Maternity and Child Rearing Leave

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

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

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

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

- 18.4 An employee returning from leave of absence for maternity or child rearing shall be required to notify the Employer of their planned date of return at least three weeks prior thereto. If the employee's planned date of return would occur later than May 31 (or, in the case of a permanent, full-time employee, March 31) of the current school year, the Employer reserves the right to postpone the employee's return until the commencement of the next full school year.

18.5 This Article shall apply to parents adopting children under the age of six years, using provisions of Section 3 of this Article.

The Victor Central School District and the Victor Central School Non-Instructional Employees Unit of the CSEA mutually agreed to the amended language above as a result of the voluntary Compliance Plan approved by the State Education Department's Civil Rights Coordinating Unit.

ARTICLE XIX

Leave For Civil Service Examinations

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

ARTICLE XX

Leave For Jury and Court Attendance

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

ARTICLE XXI

Leave of Absence Without Pay

21.1 A leave of absence without pay for reasons other than the above may be granted by the approval of the Superintendent of Schools or his/her designee for any employee, for a period not exceeding twelve (12) months. A request for leave without pay must be made in writing to the employee's supervisor and Director of Human Resources who will then confer with the Superintendent of Schools or his/her designee.

ARTICLE XXII

Vacation

22.1 A permanent full-time employee who has been continuously employed at least ninety (90) days shall earn paid vacation in accordance with the schedule hereinafter set forth. Vacation pay shall be calculated on the basis of an employee's regular straight-time rate of pay for normally scheduled working hours.

<u>Continuous Years of Completed Service at Anniversary*</u>	<u>Vacation Entitlement</u>
1 Year	2 Weeks
5 Years	3 Weeks
16 Years	3 Weeks 1 Day
17 Years	3 Weeks 2 Days
18 Years	3 Weeks 3 Days
19 Years	3 Weeks 4 Days
20 Years	4 Weeks
21 Years	4 Weeks 1 Day
22 Years	4 Weeks 2 Days
23 Years	4 Weeks 3 Days
24 Years	4 Weeks 4 Days
25 Years	5 Weeks

Effective July 1, 2000 all employees will accrue vacation on July 1, of each year.

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

Unit members will be allowed to carry over five (5) non-cumulative vacation days to the new fiscal years.

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

- 22.2 Vacation time is to be arranged by mutual agreement between the employee and his supervisor or the Director of Finance and Operations. Vacation time, however, shall be scheduled prior to the start of each school year. Effective July 1, 1999, all requests for vacation leave will be answered by the Supervisor within ten (10) working days.

Requests for vacation time to be taken during the school session(s) will be considered by the School Superintendent or his/her designee on a case-by-case basis, and granted or denied in his discretion. Upon prior notice to the employee's supervisor and with the approval of the Director of Finance and Operations, vacations may be split and taken in minimums of as little as one (1) day. If a legal holiday should fall during any vacation week the extra day allowance may be taken at that time as a continuation of the vacation week, or at any other time with the prior approval of the employee's supervisor.

The Employer will provide an annual report of each employee's accrued vacation, sick, personal and emergency leave. During the year, employees may telephone the payroll clerk for information on remaining leave.

- 22.3 An employee who leaves the Employer more than sixty (60) days prior to July 1 shall not be entitled to vacation pay for the vacation year beginning upon such succeeding July 1 unless, however, such employee enters the regular active armed service.

- 22.4 At the time of normal retirement, provided the supervisor or the Director of Finance and Operations is given written notice at least two (2) weeks prior to the last day of employment, an employee will be paid for unused vacation, if any. No employee who resigns more than sixty (60) days prior to July 1, or is discharged on account of incompetency or misconduct under this Agreement or under the rules and regulations of the Civil Service Law of the State of New York shall be entitled to compensation for vacation.
- 22.5 In case of the death of an employee, compensation for unused vacation shall be paid to the legal heirs of such employee.

ARTICLE XXIII **Holidays**

- 23.1 A permanent full-time employee, excepting specifically cafeteria employees, lunchroom monitors and bus drivers, shall receive fourteen (14) paid holidays at his regular straight-time rate of pay for his normal working hours for each of said holidays as follows:
- New Year's Day and the day before
 - Martin Luther King, Jr.'s Birthday
 - Lincoln or Washington's Birthday (as determined by the employer)
 - Good Friday
 - Memorial Day
 - Independence Day
 - Labor Day
 - Columbus Day
 - Veterans Day
 - Thanksgiving Day and the day after
 - Christmas Day and the day before

A permanent 10-month employee shall receive all of the above holidays except for Independence Day and Labor Day. A holiday shall be deemed to occur on the day in which it is actually celebrated. Employees on leave of absence without pay shall not be paid for a holiday.

- 23.2 Effective July 1, 1999, cafeteria employees shall receive the same holidays as other permanent 10-month employees.

ARTICLE XXIV **Health Insurance and Related Benefits**

The provisions for health insurance as contained in the former agreement that expired on June 30, 2002 shall remain in effect through June 30, 2003.

Effective July 1, 2003:

- 24.1 An employee is eligible for district sponsored health insurance and dental insurance when that employee is a permanent full-time employee, a full-time Bus Driver, or another permanent 10-Month or 12-Month employee who works a minimum of six and one-half

hours per day, five days per week, and has been continuously employed in the same capacity for sixty (60) days.

- 24.2 All employees enrolled in the Blue Choice Extended Health Maintenance Organization (HMO) plan will be enrolled on July 1, 2003 in the Blue Choice Select HMO. All employees who are enrolled in Preferred Care Comprehensive HMO will be enrolled in the Preferred Care Community HMO plan on July 1, 2003.
- 24.3 Bargaining unit members enrolled in HMO plans will pay five percent (5%) of the HMO premium. The member contributions shall be calculated based upon the total premium cost for Blue Choice Select HMO, or the total premium cost for Preferred Care Community HMO.
- 24.4 In January 2004 and in January 2005, and in those months only, the district shall contribute one hundred dollars (\$100) to the Flexible Spending Account (FSA) of each bargaining unit member enrolled in Blue Choice Select or Preferred Care Community. In January 2004 and in January 2005, and in those months only, the district shall contribute two hundred dollars (\$200) to the Flexible Spending Account (FSA) of each bargaining unit member enrolled in the Non-Monroe County Municipal School District Program (NMCMSDP) Blue Point Select 2. If the unit member does not have an FSA, one will be established for him/her.
- 24.5 Bargaining unit members who are enrolled in the Blue Cross Blue Shield Blue Million health insurance plan will pay effective July 1, 2005 ten per cent (10%) of such premium rate. Effective through June 30, 2005, bargaining unit members who are enrolled in the Blue Cross Blue Shield Blue Million health insurance plan and who were hired before July 1, 1999 will pay five per cent (5%) of their total insurance premium. Bargaining unit members who are enrolled in the Blue Cross Blue Shield Blue Million health insurance plan and who were hired on or after July 1, 1999 will pay according to the provisions of 24.6.
- 24.6 Effective July 1, 2003, The district's contribution toward any health insurance plan premium or HMO plan premium for a bargaining unit member who elects to enroll in a more expensive plan shall be limited to ninety-five percent (95%) of the Blue Choice Select HMO plan premium rate. The bargaining unit member will, thereafter, be responsible for the difference between the foregoing district contribution and the premium rate of the plan he or she selects.
- 24.7 If available, the school district will offer the NMCMSDP Blue Point Select 2 managed care plan, paying one hundred per cent (100%) of the premium for those who enroll in such plan.
- 24.8 The bargaining unit members contribution to the Smile Saver⁴ Dental Program shall not exceed thirty-five percent (35%) of such insurance premium.
- 24.9 The provisions of this paragraph only will take effect on July 1, 2003 only if ten (10) employees who currently carry school district health insurance with the Employer, and have done so during the entire preceding school year, decline health insurance as of July 1, 2003. When that condition is met, employees who are eligible for district-sponsored health insurance will receive payments totaling \$1,000 for each full year in which they decline such insurance. The stated amount will be paid in two equal payments, each payment being made at the end of a six month period in which health insurance coverage is declined. In order to be eligible for the payment, the employee must provide proof of coverage by another carrier. In the event the employee loses the other coverage due to unforeseen circumstances, and elects to rejoin the district-sponsored health insurance plan, the payment will be pro-rated accordingly. When an employee rejoins the district-sponsored health

insurance plan, the employee shall pay no higher share of the premium than would be required if they had not declined insurance.

- 24.10 The Employer shall administer a tax deferred retirement savings plan under terms of IRS section 403(b) in which all eligible employees can participate.
- 24.11 The school district shall implement a Flexible Spending Account and all employees will be entitled and encouraged to enroll in the Plan. The school district shall provide all funds necessary for the administration of the Plan.

ARTICLE XXV

Retirement Plan

- 25.1 The Employer agrees to change the retirement plan from 75-g to 75-i, under the New York State Employees Retirement System, and continue rider 41-j.
- 25.2 A unit member who has completed ten years of service in the district and retires will be permitted to purchase health insurance through the school district, with the retiree paying the full premium.

ARTICLE XXVI

Life Insurance

Effective July 1, 2003, a death benefit insurance policy with a face value of \$5,000, will be provided by the Employer for every eligible full-time employee and permanent 10 month full-time employee as defined in Article 1.4. An eligible employee must first complete sixty days of employment in the eligible position and complete a standard application form available from the school district's Business Office for the insurance to take effect. The full premium cost of such insurance will be borne by the Employer.

ARTICLE XXVII

Wages

- 27.1 During the term of this Agreement newly hired employees shall be employed in the classifications and within the rates set forth on Schedule A attached hereto and made a part hereof.
- 27.2(a) Effective July 1, 2002, all employees covered by this Agreement shall receive wage increases of 4.0%.
- 27.2(b) Effective July 1, 2003, all employees covered by this Agreement shall receive wage increases of 3.7%.
- 27.2(c) Effective July 1, 2004, all employees covered by this Agreement shall receive wage increases of 3.7%.
- 27.2(d) Effective July 1, 2005, all employees covered by this Agreement shall receive wage increases of 3.7%.

An additional increase effective July 1, 2005 shall be based on the performance review conducted by their department director or building supervisor on or before June 10 of the preceding school year. Such additional increase up to one percent (1%.) will be awarded on the basis of a review method(s) mutually developed by a labor-management committee. This performance pay plan shall not be subject to the grievance and arbitration provisions contained in the collective bargaining agreement, but will be subject to binding appeal by the employee to a three person panel consisting of the President of the CSEA or a designee, the Director of Human Resources or a designee, and one member selected upon the mutual agreement of both parties. This performance review program will be in effect only during the contract year beginning July 1, 2005 and will not continue beyond June 30, 2006 without the mutual agreement of the parties.

27.3 Either the Union or the District may notify the other in writing of its desire to reopen this Agreement upon enactment by the State of New York of regulations to implement in commercial driver license program, provided such reopener shall be limited to the subjects noted below. Upon such notice being given, the duly authorized representatives of the parties shall meet for the purpose of negotiating with respect to said matters. All other provisions of this Agreement shall remain in full force and effect during any reopening. It is expressly understood that in the event of a reopening, neither party shall have the right to submit any issue arising thereunder to the grievance procedure (including arbitration).

Bus Drivers

27.4 Kindergarten bus drivers shall receive annual salaries of:

2002-2003 - \$5,945

2003-2004 - \$6,165

2004-2005 - \$6,393

2005-2006 - \$6,629

27.5 When drivers are required to drive an extra trip in addition to their regular schedule, they shall be paid for such trip at their regular rate.

27.6 (a) Outside bus trips, non-regular runs, late runs or extra runs shall be paid at the rate of:

2002-2003 - \$10.86

2003-2004 - \$11.26

2004-2005 - \$11.68

2005-2006 - \$12.11 per hour, for a minimum of two (2) hours or

2002-2003 - \$21.72

2003-2004 - \$22.52

2004-2005 - \$23.36

2005-2006 - \$24.22 per hour, with a maximum pay of

2002-2003 - \$108.60

2003-2004 - \$112.60

2004-2005 - \$116.80

2005-2006 - \$121.10

Any Bus Driver who chooses a field trip or sports run, in whole or part, concurrently with the Bus Driver's regular bus run(s), must forfeit pay for those regular run(s), and be paid for the field trip or sport run, as defined by the current contract, for compensation, to

accept such field trip or sports run. A Bus Driver may sign off on regular runs a maximum of ten (10) times each school year, or more if no other Bus Driver has volunteered for a particular trip.

27.6 (b) Effective July 1, 1999, a driver who transports an ill or suspended student home shall be paid a maximum of one (1) hour at the current trip rate.

27.6 (c) As of July 1, 1999, the District will pay once every two years for a bus driver's Physical Performance Testing and once every two years for the Behind the Wheel Road Testing at the driver's trip rate.

27.6 (d) The salary for a full-time Bus Driver is computed based on a five (5) hour work day. The annual salary for a Bus Driver is based on 180 work days and, 182 work days effective in the 2004/2005 school year, which may include training days. _

27.7 All bus drivers are paid their regular hourly wage for training, district mandated meetings and courses.

27.8 The Employer will pay a meal allowance of up to six dollars (\$6.00) upon presentation of a receipt for all outside bus trips of six (6) hours or more.

27.9 Employees covered by this Agreement shall be eligible for the following longevity plan effective in the 2003-04 school year:

After five (5) years of continuous service	\$200.00
After nine (9) years of continuous service	\$350.00
After fourteen (14) years of continuous service	\$450.00
After nineteen (19) years of continuous service	\$600.00
After twenty-four(24) years of continuous service	\$800.00

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

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

ARTICLE XXVIII

Civil Service Law

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

28.2 PURSUANT TO SECTION 204-A OF THE NEW YORK STATE CIVIL SERVICE LAW, IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFOR SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

ARTICLE XXIX

Seniority, Job Vacancies, Layoffs, Posting and Probationary Period

29.1 Seniority

- a) Seniority shall be defined as length of continuous service with the Employer in the bargaining unit.
- b) Continuous service includes only those periods when an employee is on the Employer's active payroll and those periods when an employee is:
 - (1) Absent from, and unable to perform, the duties of his/her position by reason of a disability resulting from illness or occupational injury or disease.
 - (2) On military leave as provided by law.
- c) An employee on leave of absence will maintain his/her seniority, but not accumulate additional seniority, for the full period of the leave as granted by the School District. An employee who is laid off will maintain his/her seniority for a period up to one (1) year, but will not accumulate additional seniority.
- d) Subject to the Civil Service Law, an employee shall lose his seniority upon the following:
 - (1) Resignation (except where reinstated within a period permitted by applicable provisions of the Civil Service Law) or retirement;
 - (2) Discharge;
 - (3) Refusal of a recall to employment;
 - (4) Layoff for a period exceeding one (1) year.
- e) Relative seniority for persons appointed on the same date shall be determined by their order of appointment. If that cannot be determined, their relative seniority shall be in alphabetical order of their last names, the beginning of the alphabet having more seniority than the end of the alphabet.

29.2 Job Posting

- a) The Employer agrees to post all non-instructional job openings in all work locations of bargaining unit employees at least ten (10) working days prior to the day the vacancy or vacancies are to be filled. Announcements of such vacancies shall contain

the title of the classification(s) to be filled, formal qualifications required for appointment, if any, and the number of openings. The tentative location of the opening will also be shown.

- (b) When notification of a job vacancy has been posted, each employee who wishes to be considered for the opening shall submit his/her request therefor to his Supervisor or Director of Human Resources within ten (10) days following announcement of the opening.
- (c) Any employee who fails to submit a request for the opening will be considered to have waived his/her rights, if any, with regard to that opening.

29.3 Job Vacancies

- (a) The Supervisor or Director of Human Resources shall fill the job opening on the basis of qualifications, work record, skill and ability of all job applicants. In the event that these factors are equal, then seniority shall be considered by the Employer. If no qualified bargaining unit employees apply for the opening, the Employer may fill the opening with any other job applicant.
- (b) Any bargaining unit employee who is promoted to another title in the bargaining unit shall be paid the starting rate for the new title or shall receive a five percent (5%) wage increase (exclusive of longevity), whichever is greater. As of July 1, 2005, any bargaining unit employee who is promoted to another title in the bargaining unit shall be paid the starting rate for the new title or shall receive a ten percent (10%) wage increase (exclusive of longevity,) whichever is greater. "Promotion" shall mean movement to another job classification having a higher starting rate.

29.4 Lay-Off and Recall

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

29.5 Vacation, Personal Leave, and Shift Preference

Seniority shall be used to determine vacation preference (subject to Paragraph 22.2), personal leave, and shift preference where an opening occurs for which more than one employee in such classification seeks a change in shift.

29.6 Probationary Period

- (a) All employees shall be regarded as probationary employees until they have been employed within the bargaining unit for a period of six (6) consecutive months, with

the probationary period to be extended by the amount of absence from work for any reason.

- (b) Probationary employees within the bargaining unit may be disciplined or discharged at the sole discretion of the School District and shall not have the right to relief pursuant to the grievance procedure contained herein. With this understanding, any employee discharged during the probationary period shall be notified in writing of the discharge and the reasons therefor.
- (c) A new employee shall obtain seniority after the successful completion of the probationary period.
- (d) Any bargaining unit employee who is promoted to an opening within the bargaining unit shall be given a thirty (30) day qualifying period for the purpose of familiarizing and training the employee in the new classification. Should the School District determine during the qualifying period that the employee is not competent in that position, he/she will be transferred back to his/her former classification. If during the qualifying period the employee elects to return to his/her former classification, then he/she may do so and all seniority and rights shall be retained. Employees in secondary openings created earlier by this promotion shall be returned to their former classifications.

29.7 Provisional Appointments

Provisional appointments shall receive the job classification, pay scale and all other benefits according to the terms of this Agreement.

ARTICLE XXX **Job Sharing**

30.1 A permanent employee may apply to share a single position with another unit member. A job share requires the full written consent of the school district in all terms and conditions. The job share agreement will be in writing, agreed to by both of the job sharers and the school district, for an individual school year. This agreement may be extended by a subsequent written agreement for additional individual school years. The refusal of the school district to approve a job share agreement shall not be subject to the grievance and arbitration procedure.

30.2 The general guidelines for a job share agreement are:

- (a) All civil service classification and appointment requirements must be met by both unit members.
- (b) The seniority of job sharers will be in order of appointment from among all employees holding the same title. Upon termination of a job share agreement, the individual job sharers shall return to the respective positions they held at the start of the arrangement, except that no promise is made by the school district for location or assignment. When a job sharer resigns during the course of an agreement, the remaining job sharer retains full

responsibility for covering all responsibilities and work hours. In such circumstances, the district bears no responsibility to recruit or accept another job sharing participant.

(c) Job sharers shall be entitled to all benefits accorded full-time unit members in the same position, and those benefits shall be divided according to the portion of the position they are filling, to the nearest tenth. In no case shall the combined benefits of both exceed the total benefits normally received by an individual employee. The school district's cost of all benefits, including health insurance, shall not exceed that paid for an individual employee.

(d) The two job sharers shall be jointly responsible for carrying out all the assigned duties of the full time position. Where, in the judgment of the school district, the job sharers fail to acceptably provide for all assigned duties, the school district may terminate the job share agreement with thirty days notice.

(e) The job sharers shall be paid their normal hourly or salary rates, prorated to the portion of the position they are filling. The school district's cost shall not exceed the amount it would pay for an individual employee. Job share employees receive the same increases in compensation awarded other unit members.

ARTICLE XXXI
Pledge Against Discrimination

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

ARTICLE XXXII
Supersedure and Savings Clause

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

ARTICLE XXXIII
Termination and Modification Clause

- 33.1 This Agreement shall be effective as of the 1st day of July, 2002, and shall continue in full force and effect through he 30th day of June, 2006.
- 33.2 If either party desires to terminate this Agreement it shall, one hundred eighty (180) days prior to the termination date, give written notice of termination. If neither party shall give notice of amendment, as hereinafter provided, this Agreement shall continue in effect from year to year thereafter, subject to written notice of termination by either party one hundred and eighty (180) days prior to the then current year's termination date.
- 33.3 If either party shall, one hundred and eighty (180) days prior to the termination date or any subsequent termination date, give written notice of amendment, the notice shall set forth the nature of the amendment or amendments desired. Any amendments that may be agreed

upon shall become and be a part of this Agreement without modifying or changing any of the other terms of this Agreement.

33.4 Notice of termination or modification shall be in writing and shall be sufficient if sent by certified mail addressed, if to the Union to the last designated Secretary of the Union, and if to the Employer, to the Superintendent of Schools of Victor Central School District.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the 3 day of Nov., 2003.

FOR THE CIVIL SERVICE
EMPLOYEES ASSOCIATION, INC.,
LOCAL 1000, AFSCME, AFL-CIO:

Allyssa L. Padden
Robert L. Leonard, CSEM/LRS

FOR THE VICTOR CENTRAL
SCHOOL BOARD OF EDUCATION:

Robert J. McElhara

SCHEDULE A
Starting Rates

<u>Group Classification</u>	<u>2002-</u> <u>2004</u>	<u>2004-</u> <u>2006</u>
Buildings & Grounds		
Custodian*	\$11.50	\$12.00
Working Supervisor	\$11.50	\$12.00
Cleaner	\$8.85	\$9.25
Groundskeeper	\$10.40	\$10.50
Sr. Groundskeeper	\$16.00	\$16.50
Courier	\$10.40	\$10.50
Night Cleaner Supv.	\$9.90	\$10.50
Night Cleaner	\$9.25	\$9.50
Bus Garage Cleaner	\$8.85	\$9.10
Maint. Mechanic	\$11.00	\$11.50
Sr. Building Maint. Asst.	\$11.50	\$12.00
Laborer	\$8.85	\$9.25
Cafeteria		
Baker	\$8.10	\$8.42
Head Cook	\$8.75	\$9.10
Lunchroom Monitor	\$7.25	\$7.54
Food Service Helper	\$7.25	\$7.54
Assistant Cook	\$8.10	\$8.42
Food Service Supv.	\$8.28	\$8.61
Clerical & Aides		
Library Clerk	\$9.68	\$10.00
Teacher Aide**	\$8.45	\$8.75
Typist	\$10.25	\$10.75
Switchboard Oper	\$10.08	\$10.25
Building Secretary	\$12.00	\$12.50
Department Sec'y ⊕	\$12.00	\$12.50
Senior Typist ∞	\$11.25	11.75
Transportation		
Bus/Auto Mechanic	\$14.75	\$15.25
Head Bus Mechanic	\$18.00	\$18.50
Bus Driver	\$10,670	\$11,000
Bus Driver - Trainer	\$13.25	\$13.75
Head Bus Driver	\$15.53	\$15.75

*The Custodian-In-Charge will be paid a \$2.50 per hour stipend.

** By prior agreement, when assigned to the High School Suspension Room shall be paid a \$1.25 hourly stipend

⊕ By prior agreement, includes Secretary to the Director of Athletics and Physical Education and Secretary to the Director of Transportation

∞ Includes one Secretary to the Committee on Special Education, one Secretary to Junior High Guidance Department, and one Secretary to High School Guidance Department(with grade reporting responsibility)

The school district will hire within the starting rates listed above.

It is hereby agreed and understood that when the Victor Central School District is seeking to recruit a new employee for any title covered under the bargaining unit at a rate higher than the starting rate contained in this Agreement for such title, on the basis of its need and qualification, ability or experience of the prospective employee, the District may not hire above the starting rate without consent of the bargaining unit. The written notice to the Union shall include a description of the general qualifications, ability or experience of the candidate. Failure to notify the Union in writing shall be grievable, but the basis for decision shall not be subject to the grievance and arbitration procedure of this Agreement.

LETTERS OF UNDERSTANDING
JULY 5, 1995

#1 - The parties recognize that it has been the practice of the District to utilize voluntary (non-employee) assistance in connection with the holding of special elections. It is agreed that when there is insufficient voluntary assistance, the District shall offer the opportunity for such work to clerical employees on a rotating basis with the understanding that they will be paid for such work at their regular rate.

#2 - The parties agree that library and teacher aides will be placed upon a "salaried" basis so that their paychecks reflect a more even distribution of earnings. The parties have agreed that this is not a "cost" item, in the sense that the new arrangement will not result in a greater annual cost to the district than if these employees remained on the former system of payment.

#3 - The parties agree that during the term of the contract succeeding the one which expires June 30, 1990, building secretaries, typists, library clerks, and teacher aides will not be required to punch a time clock, but will record their time on a form to be designated by the Director of Finance and Operations and signed by the employee and his or her supervisor.

#4 - Effective July 1, 1987, it is agreed that the district will pay the cafeteria employee his/her hourly rate plus twenty cents (\$.20) per hour for substituting for a cafeteria employee in a higher classification.

"Higher Classification" is defined as a classification set forth in the Classification and Starting Rate Schedule that has a higher starting rate than the classification of the employee who will be substituting.

It is agreed that this Letter of Understanding is for cafeteria workers only; that it is not retroactive.

This Letter of Understanding is not subject to the grievance procedure.

#5 - It is understood that the District will implement a work rule, after July 1, 1990, prohibiting smoking on district school buses at any time, and that the union has no objection to such rule.

#6 - It is understood that the bus garage and Director of Athletics secretary is included under the building secretary classification.

Signed:

Signed:

For CSEA:

For the District:

MEMORANDUM OF AGREEMENT

Revised and Extended January 27, 2003

It is understood, and the parties agree, that when a permanent bus driver is assigned extra work of an unanticipated or emergency nature within the five daily hours for which they are receiving salary, that bus driver shall receive additional compensation under the following conditions:

- when the assignment takes at least 30 minutes, the school district will guarantee a minimum of one hour of pay at the employee's regular rate;
- when the assignment takes at least 45 minutes, the school district will guarantee a minimum of one and one-quarter hour of pay at the employee's regular rate;
- when the assignment takes at least 60 minutes, the school district will guarantee a minimum of one and one-half hours of pay at the employee's regular rate;
- when the assignment takes at least 75 minutes, the school district will guarantee a minimum of one and three-quarter hours of pay at the employee's regular rate;
- when the assignment takes at least 90 minutes, the school district will guarantee a minimum of two hours of pay at the employee's regular rate;
- preference in assignments will be given to permanent bus drivers whenever practical, subject to the contractual provision in Article 12 section 9(d);
- if the additional time required for the extra assignment results in that employee's daily work hours exceeding five hours, the employee shall be entitled to either his/her regular rate for time worked beyond five hours, or extra assignment pay as described above, but not both;
- when the assignment takes less than 30 minutes, and does not cause the employee to exceed five daily hours of work, no additional pay is due;
- the provisions in this memorandum do not apply to permanent or long-term additions or changes made to specific driving routes.

This agreement fully resolves the two grievances submitted on September 24, 1999 pertaining to Articles 12 and 26 of the agreement between the parties. This agreement will be in force from July 1, 2002 through June 30, 2006 or until the date on which a successor agreement is approved by both parties, whichever date is later. The arbitrator shall retain jurisdiction with regard to any dispute arising with regard to the meaning or implementation of this agreement.

Signatures on attached page.

FOR THE VICTOR SCHOOL DISTRICT:

Tim McElheran, Superintendent of Schools

Michael J. DeMott, Director of Human Resources

Darren Everhart, Director of Transportation

Murry Solomon, Labor Relations Specialist

FOR THE ASSOCIATION:

Alberta Padden, President, CSEA

Robert Leonard, Labor Relations Specialist, CSEA

John Messersmith, CSEA Transportation Department Steward

James Hancock, Attorney

Douglas Bantle, Arbitrator

SIDE MEMORANDUM

To: Donna Zink - Victor CSD

From: Pat Domaratz, LRS

Date: November 23, 1993

Re: Changes In Bus Routes

I am writing in response to your letter received on 11/21/93 referencing the above-named topic.

Upon reviewing the agreement reached at the end of the last negotiations, the district pays drivers on the basis of a five-hour workday. If the run(s) amount to more than five hours, the district has agreed to pay for the additional time worked, up to one extra hour in pay at the employee's hourly rate.

If the changes in the runs amount to less than a total of five hours in work time, the driver is not due any extra compensation.

In addition, Article 5 of the contract does allow management to make changes in runs that would create efficiency in runs.

If the drivers affected have a better way of accomplishing the same goals, we could engage the district in a labor-management meeting to bring forth for their consideration any reasonable proposals.

Please let me know if I can be of any assistance.

