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Contract Database Metadata Elements

Title: **Hilton Central School District and Hilton Central School Employees Association (2005)**

Employer Name: **Hilton Central School District**

Union: **Hilton Central School Employees Association**

Local:

Effective Date: **07/01/2005**

Expiration Date: **06/30/2008**

PERB ID Number: **5270**

Unit Size:

Number of Pages: **60**

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A chalkboard with two pieces of red chalk and some faint white chalk markings. The text is overlaid on the image.

Hilton Central School Employees' Association Contract

July 1, 2005 - June 30, 2008

PREAMBLE

THIS AGREEMENT made this 8th day of March 2006 by and between David Dimbleby, Superintendent of Schools of Hilton Central School District on behalf of the Hilton Central School District Board of Education (hereinafter referred to as the "Board", and the Hilton Central School Employees' Association (hereinafter referred to as the "Association").

ARTICLE 1 - RECOGNITION

1.1. The Board recognizes the Association as the exclusive bargaining agent for the following School Related Personnel positions:

Building Principal's Secretary	School Crossing Guard
Director of Transportation Secretary	Bus Driver
Assistant Principal's Secretary	Head Bus Driver
Middle School Guidance Secretary	Bus Driver/Safety Coordinator
High School Guidance Secretary	Bus Attendant
Elementary Guidance Secretary	Head Mechanic
Director of Special Education Secretary	Auto Mechanic A
Director of Elementary Education/Staff Development Secretary	Auto Mechanic B
Director of Secondary Education/Staff Development Secretary	Courier
Continuing Education Specialist	Cleaner
Student Information Specialist	Weekend Cleaners
Census & Attendance Specialist	Custodian
Athletic Director's Secretary	Elementary Head Custodian
Information Technology Dispatcher	Middle School Head Custodian
Clerk Typist	Sr. High Head Custodian
Special Education Clerk/Typist	Night Custodian Supervisor
Account Clerk/Typist	Night Custodian
Telephone Operator	Laborer
Teaching Assistant	Groundskeeper
Teacher Aide	Maintenance Mechanic I
Building Aide	Maintenance Mechanic II
Monitor	Maintenance Mechanic III
Registered Professional Nurse	Maintenance Coordinator
Health Aide	Microcomputer Maintenance Tech.
Occupational Therapist	Technical Services Coordinator
Physical Therapist	Head Lifeguard
	Lifeguard

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

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

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

ARTICLE 2 - DURATION

- 2.1 The parties agree that all negotiable items have been discussed during the negotiations resulting in this contract. Further, the parties agree that negotiations will not be opened on any matter, whether contained herein or not, during the life of this Agreement; except through the written consent of both parties.
- 2.2 This Agreement shall become effective at 12:01 AM on the 1st day of July, 2005 and continue in full force and effect until midnight, June 30, 2008. This agreement will remain in effect for a twelve-month period of time beyond its normal expiration unless either party, on or before January 15, 2008, submits a written request for negotiations on a successor Agreement.
- 2.3 In witness whereof the parties hereto have hereunder set their hands and seal this 8th day of March, 2006.

Superintendent of Schools

President, Hilton School Employees Association

ARTICLE 3 - STRIKE

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

ARTICLE 4 - SAVINGS CLAUSE AND NON-DISCRIMINATION

- 4.1 If any provision of this Agreement, or any application thereof, is found contrary to law, then such provision or application shall be deemed invalid except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

4.2 LEGISLATIVE APPROVAL

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 PROVIDING THE ADDITIONAL FUNDS THEREFORE, SHALL NOT BECOME EFFECTIVE UNTIL THE LEGISLATION IS SIGNED INTO LAW.

4.3 NON-DISCRIMINATION

The District will not discriminate against any employee because of his or her membership in the Association, or because of any action of such employee on any committee of the Association, or any action on behalf of the Association.

ARTICLE 5 - DUES CHECK-OFF AND OTHER PAYROLL DEDUCTIONS

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

- 5.5 All employees participating in payroll deduction for savings, life insurance or annuity program are restricted from making more than one salary adjustment for payroll deduction per school year. However, employees can terminate an agreement on a savings or annuity program for amounts not yet earned.
- 5.6 The Association agrees to indemnify and save the District harmless from any and all claims, suits or any other forms of liability arising out of any and all deductions of money for the Association including but not limited to NYSUT Benefit Trust, VOTE/COPE, Association dues, etc.

ARTICLE 6 - ASSOCIATION RIGHTS

- 6.1 The President of the HSEA and/or the President's designee shall be allowed to visit the schools within the District to investigate working conditions, problems, and for other purposes as related to the welfare of the Association. These visits are to be arranged with the administrator in the building so there will be no interruption in service. These visits may be made during off-duty hours or during duty hours. If they are during duty hours, arrangements will be made with the immediate supervisor of the President and/or the President's designee and the immediate supervisor of the area where the visit is to be made. Such arrangements must be made at least twenty (20) hours in advance whenever possible. The total number of visitation hours away from the workstation during the year shall not exceed fifty (50). The President will maintain a log of release time and keep a copy of such log on file in the office of the Director of Human Resources.
- 6.2 The District will permit the Association President or his/her designee up to five (5) days without loss of pay to attend out of district meetings, workshops, and/or conferences relating to Association business with prior consent and mutual convenience.
- 6.3 The President of the Association will appoint unit members to serve on the District Health and Safety Committee per Commissioner's regulation 155.4.

ARTICLE 7 - "DEFINITIONS"

7.1 Full-time Employees

- 7.1.1 Full-time Employee - An employee who is regularly assigned to work twenty (20) or more hours per week and who is assigned to work for a period of six (6) months or more for the District is a full-time employee.
- 7.1.2 A full-time employee, for all purposes except Insurance, shall include employees in the following categories who are assigned to work for a period of six (6) months, as outlined in Article 8.3.1, for the District: lunch monitors, bus attendants, school crossing guard and bus drivers who are regularly assigned to both morning and

afternoon bus runs./shifts. An employee who works under two job titles or whose assigned combined hours equal twenty (20) or more hours per week, and who is assigned to work for a period of six (6) months, shall also be considered a full-time employee.

Part-time Employee

7.1.3 An employee who is regularly assigned to work less than twenty (20) hours per week or who is assigned to work for a period of time which is less than three (3) months for the District is a part-time employee.

7.1.4 School day only or 12 month employees who are required to work on an everyday basis will receive sick days, bereavement leave, and holidays (based on the number of hours regularly worked.)

7.2 Immediate Supervisor

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

7.3 Work Week

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

ARTICLE 8 - VACANCIES/TRANSFER

8.1 Vacancies

Qualifications, ability and demonstrated work record as determined by the District shall be the primary considerations in the filling of vacancies and promotion of bargaining unit members to positions in the bargaining unit. All other factors being equal, seniority among applicants, within the department where the opening exists, shall be the tie breaker.

8.1.1 All full-time and part-time position vacancies shall be posted for ten (10) days excluding holidays and weekends prior to the time that the District permanently fills the position.

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

posting, shall be filled by individual contact with drivers on a seniority basis who have fewer hours than the driver appointed to the initial posted run.

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

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

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

- 8.1.2 Unit members who apply in writing for a full-time vacancy and are unsuccessful, shall be notified in writing as soon as practicable with reason(s).
- 8.1.3 Employees who apply for a second job in the District may be denied this second position if such additional work would require the District to pay overtime on a regular basis.

8.2 Transfer

- 8.2.1 Upon an initial vacancy, the District will allow a qualified transfer to the position and a transfer into the vacancy created by the first transfer. At that point, the District may fill the opening created by the second transfer in the manner which best serves the District's needs. No right of transfer exists when an employee seeks a position that has a greater number of scheduled hours than the one which they currently occupy. Bus Drivers, whose scheduled hours are dependent on the trips which they select, based on seniority, are not covered by this provision.
- 8.2.2 A transfer is recognized as moving to a position which is equal in job category or below. The employee who transfers relinquishes rights to the previously held position except as specified by Civil Service Law.

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

An employee shall not be eligible for a voluntary transfer to a lateral position until he/she has completed one (1) year's employment in the same position and assignment. This Article does not apply to bus drivers and/or custodial staff. Custodial staff may voluntarily transfer at the beginning of any school year (July 1) if there is an opening.

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

8.3. Encumbered Positions

In the event that a substitute is in continuous service for more than a two (2) month period of time in the same position, an individual will be considered an interim employee and entitled to the starting salary retroactive to the first day of employment in that position. Such service must be continuous in nature with no breaks excluding holidays. The shift differential is not paid unless the position exceeds six (6) months. In the event the District is aware of a vacancy extending beyond six (6) months, the individual in the encumbered position will be entitled to the benefits of this contract with the exception of seniority and vacations.

8.4. Temporary Transfer

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

8.5 Weekend Cleaners

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

ARTICLE 9 - SICK LEAVE

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

9.1.2 The District will regularly provide full-time employees information as to the total number of days earned, used and available within each school year.

9.2 Part-time employees covered by this Agreement will earn a pro-rated portion of one (1) day sick leave per month of employment with full pay. Unused sick leave days for part-time twelve month employees may be accumulated to a maximum of 260 days. Unused

sick leave days for all other part-time employees may be accumulated to a maximum of 190 days. Supplementary days shall be granted on the pro-rated basis of one (1) supplementary day for each unused day of the grant for that year, but total days accumulated (supplementary plus unused) shall not exceed the maximum accumulation of days listed above. This sick leave policy will apply to part-time employees in case of his/her sickness or an emergency with a spouse, child, sibling when the employee is the primary care giver, parent, stepparent or in-law.

9.3 Sick Leave Bank

A Sick Leave Bank shall exist for use by the School Related Personnel that shall operate on a fiscal year basis beginning July 1 and ending June 30. The purpose of the bank will be to provide members of the Association with additional sick leave in cases of serious illness and/or serious injury not attributable to the workplace. Employee-member of the Sick Leave Bank must have an illness and/or injury necessitating twelve (12) consecutive school days of absence before becoming eligible to use the sick bank.

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

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

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

- c) The total number of sick leave days granted for any bank members cannot exceed sixty (60) days during a fiscal year (July 1 – June 30). Reapplication will be made at intervals of twenty (20) days following the application process.
- d) The total number of days within the sick bank will not exceed three hundred (300) days. There will be a supplementary sick bank not to exceed three hundred (300) days which will be used to replenish the Sick Leave Bank when it falls below one hundred and fifty (150) days.
- e) Reassessment for the bank will take place by May 15 of each school year and be accomplished in .5 units of sick days per bank member.
- f) Whenever it becomes necessary to replenish the sick leave bank, each unit member of the sick leave bank must contribute an equal number of sick days. Contributions to the sick bank do not count against perfect attendance.

- g) Days deposited to the bank are considered to be property of the sick bank and are no longer the property of the individual depositing them.

9.4 Attendance Incentive

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

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

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

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

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

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

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

ARTICLE 10 - PERSONAL BUSINESS

10.1 Personal Days

If a full-time employee finds that it is necessary for an appointment to be made during working hours to take care of personal business that cannot be scheduled at any other

convenient time, the District will make an effort to relieve the full-time employee from his or her duties for that period of time that is necessary for him or her to be away.

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

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

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

- 10.2 There may be times when employees need more than their allotted personal time but less than that described in Article 14 – Extended Leave. In these cases, permission may be granted solely at the discretion of the Human Resources Director. Any days beyond the three allowed for 10 month employees and the five allowed for 12 month employees taken under these circumstances will nullify the employee's eligibility for the Attendance Incentive and reduce seniority by the number of unpaid days, if any.
- 10.3 Any unused personal business days shall accumulate as sick days.

ARTICLE 11 - JURY DUTY

- 11.1 The employer recognizes the responsibility of citizens to serve as jurors and will provide the opportunity for employees to serve when they are summoned. Employees will promptly notify their immediate supervisor or building principal when summoned for jury duty.
- 11.2 Each regular full-time and regular part-time and regular bus driver who is required to serve on a jury, or is required to report to court in person to a jury duty summons, or is required to report for jury examination shall be paid his/her regular hourly rate. It is understood that any stipend or payment received for such services will be turned over to the District less any expenses incurred for parking and food when supported by receipts.

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

ARTICLE 12 - CHILD CARE LEAVE

- 12.1 All full-time classified employees may petition the Board for a child care leave of absence.
- 12.2 The petition must be in the form of a letter to the immediate supervisor and Personnel Office and must state the expected delivery date and the date expected to return to work and the attending physician's name.
- 12.3 Each request for child care leave shall be reviewed by the Personnel Office. However, no child care leave may extend beyond one (1) year from the last day actually worked.
- 12.4 Child care leave of absence is without pay. No sick time or vacation time would accrue during this period of time.
- 12.5 The employee will notify the district, in writing, at least 30 days prior to the termination of the leave, as to his or her intent to return to the district. Lack of notification will imply that the employee does not wish to return to his or her position.

ARTICLE 13 - BEREAVEMENT LEAVE

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

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

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

ARTICLE 14 - EXTENDED LEAVE

- 14.1 Full-time employees may request permission to take an extended leave of absence without pay. This leave is for a period of at least ten (10) consecutive work days and not to exceed six (6) months and the request must be made to the Director of Human Resources in writing at least four (4) weeks prior to start of leave, whenever possible. (The Director of Human Resources may waive the four week notice.) Approval for the leave must be obtained in writing from the Director of Human Resources. A one-time extension can be requested. Such request must be in writing within four (4) weeks of the conclusion of the original leave.
- 14.2 During this extended leave, no sick time, vacation time, seniority or other benefits will accrue.
- 14.3 It is the full-time employee's responsibility to make arrangements with the Benefits Specialist for the payment of medical insurance costs during the leave.
- 14.4 If the employee on leave properly notifies the district of his or her intent to return, the Board will make every effort to reinstate the full-time employee upon his return in the same classification held when leave began. If no opening exists in that classification, the Board will attempt to place the full-time employee in some other classification where there is an opening and if he or she is qualified to hold such classification. However, all Civil Service appointments must comply with Civil Service laws.

ARTICLE 15 - WORKER'S COMPENSATION SUPPLEMENTAL BENEFIT

15.1 Workers' Compensation Supplemental Benefit

Whenever a full-time unit member is absent from employment and unable to perform duties as a result of a personal injury caused by an accident or assault occurring in the course of employment and the full-time unit member has not been personally negligent with reference to the incident, he/she shall be paid his/her full salary during absence from employment for up to one (1) year from the date of the incident. The amount of any Worker's Compensation award made for disability due to said incident will be paid to the District in full by the employee. No part of said absence will be charged to annual or accumulated sick leave. Eligibility for this supplemental benefit requires the filing of a Workers Compensation claim. The supplemental benefit is subject to the following conditions:

- 1) Unit members must follow "Procedures for Illness or Injury to any Employee that Requires Treatment" found in Appendix A.
- 2) Employees who have received this supplemental benefit under this section within a twenty-four (24) month period, shall be subject to a fifteen day (15) waiting period

for receipt of the supplemental benefit for second and subsequent applications. During this time frame, the employee may utilize sick leave, if available. One day of sick leave will be charged for each three days of the waiting period for which the employee receives full pay (5 sick days are required to provide full pay for the entire 15 day waiting period). The employee shall submit to his/her physician an injury/accident report status form, which must be returned for review to the Human Resources Office prior to supplemental benefit authorization.

- 3) The cumulative number of days of worker compensation related supplemental benefit shall not exceed two hundred thirty (230) days for ten-month employees, and three hundred (300) days for twelve-month employees during any five-year period. At the completion of this period, the employee shall resume eligibility for supplemental days, subject to the maximum days previously described in this section.

15.2 Reimbursement for Damage to Personal Property

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

15.3 Safety Committee

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

ARTICLE 16 - SCHOOL CLOSING

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

16.1 District Closings

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

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

16.2 Public Emergency Closings

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

16.3 School Day Only Employees

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

16.4 Early Dismissal

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

16.5 Delayed Start

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

16.6 Other Regional Emergencies

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

16.7 Notification

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

ARTICLE 17 - VACATION
(12 month full-time employees only)

17.1

After 1 Year	10 days
After 5 Years	15 days
After 10 Years	20 days
After 16 Years	21 days
After 17 Years	22 days
After 18 Years	23 days
After 19 Years	24 days
After 20 Years	25 days

- 17.2 If a full-time employee is hired on a regular basis after July 1, he or she will earn one day of vacation for each full month of employment up to a maximum of ten days to be taken in the school year beginning the next July 1.
- 17.3 Vacation days will be taken upon approval of the Administrator or Director supervising that department. Requests will be assessed on a District-wide basis. Simultaneous requests for the same vacation period will be based upon seniority.
- 17.4 Upon the approval of the Director of Human Resources, unused vacation days may accumulate up to a maximum of ten (10) days. Such days will be taken in the year following the year in which they would normally be taken. Accumulated vacation days in excess of ten (10) may be subject to forfeiture, at the discretion of the District.
- 17.5 Full-time employees, who have previous seniority earned as full-time employees in a less than twelve (12) month assignment, shall receive credit for such seniority for vacation purposes as twelve (12) month employees.
- 17.6 Vacation time once approved cannot be converted to any other paid leave (except for

bereavements in Article 13) and shall be counted regardless of any school closing as described in Article 16.

ARTICLE 18 - WORK YEAR

18.1 The work year for teacher assistants, and occupational and physical therapists, will be the day before school starts, Superintendent's Conference Days, and all day on the scheduled consultation days except that teaching assistants, nurses and health aides will not work the November parent-teacher conference day. The work year is the same as the teachers' scheduled work year.

The work year for nurses and health aides will be the same as 18.1 plus up to an additional five days during the summer, if approved by their immediate supervisor.

18.2 School day only clerk typists, library/teacher/building aides and school day only plus ten clerk typists work all day on the scheduled consultation days. These employees do not work on Superintendent's Conference Days or the day before school starts unless assigned. The work year will coincide with the days that students are in attendance.

18.3 The work year for school day plus ten employees will be determined by the supervisor and the individual employee.

18.4 Work hours per day for each therapist will be determined by the needs of the District. If the District's needs for occupational/physical therapy services change during the year, the District will notify the Association and the affected therapist.

ARTICLE 19 - OBSERVED HOLIDAYS

19.1 Full-time employees are entitled to paid observed holidays that fall during their work year as noted in Articles 19.2 and 19.3. Time off with pay shall be granted for regularly scheduled hours on these days. If the observed holiday falls on a Saturday, the employees will be allowed Friday as a paid holiday; if the observed holiday falls on a Sunday, then Monday will be a paid holiday. In the event that school operates on any of the observed holidays cited, the designated Friday or Monday and the employee works, then the employee will be paid for the holiday and for his/her work on that day.

19.2 Observed Holidays – The observed holidays as listed below are available to 52-week full-time employees:

Fourth of July Holiday	Christmas Holiday
3 Floating Holidays	New Years Holiday
Labor Day	Martin Luther King Day

Columbus Day	President's Day
Veteran's Day	Good Friday
Thanksgiving Day	Memorial Day Holiday
Day after Thanksgiving	

- 19.3 The observed holidays for full-time bus drivers, occupational and physical therapists, and full-time school day employees are:

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

- 19.4 Floating Holidays

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

ARTICLE 20 - INSURANCE

- 20.1 Health Major Medical, Vision Care, and Dental Insurances

- 20.1.1 Health Insurance

The District will make available to full-time employees a variety of health care insurance options offered through the Rochester Area School Health Plan 1, and the Rochester Area School Health Plan 2, both of which are presently administered by Excellus, as well as other plans which become available and are agreed upon by the Association and the District. The District will allow one group contract per family unit. Exceptions shall be circumstances which qualify under the provisions of TEFRA/DEIRA.

The employer will pay 90% of the cost of the base plan, which is presently defined as Blue Point 2 Select. In the event that new plans are offered that have lower premiums than the base plan, the employer will pay 90% of the cost of these plans, if selected by an employee.

The employee contribution for health care shall be calculated as the difference between the annual premium of the health care product selected and the employer contribution of 90% of the cost of the base plan (or lower premium plan, if offered and selected). The sole exception to this shall be employees who were enrolled in the Rochester Area School Health Plan 1 (RASHP 1) as of January 1, 2000. For those employees, the employer contribution shall be 90% of the insurance premium of RASHP 1 for as long as they continue to be enrolled in RASHP 1.

20.1.2 Major Medical Plan

The District will make available to the full-time employees, a plan mutually agreed upon by the Association and the District. The plan should include all coverage outlined in the District program. The District will pay 90% of the premiums of this plan. Effective July 1, 2005, eligibility for participation in the plan shall be limited to those employees who were enrolled in the plan as of June 30, 2005. Newly hired employees, employees who were not previously enrolled in major Medical, and employees who terminate their Major Medical coverage subsequent to July 1, 2005, including those who do so for the purpose of increasing their eligibility for an enhanced VEBA contribution, shall be ineligible to enroll or re-enroll in the plan. The sole exception to this shall be employees who experience a life-altering situation after dropping their Major Medical coverage. A life-altering situation shall be defined as the loss of access to equivalent coverage through a spouse, due to death, divorce or loss of employment of the spouse. In this instance, the employee shall be entitled to participation at the currently prevailing employee contribution rate of 10% of the cost of the plan. Equivalent coverage shall be a major medical plan in which the employee and their spouse are currently enrolled that has substantially equivalent benefits and deductibles. The employee must submit documentation of their circumstances, including proof of equivalent coverage, to the Director of Human Resources, who shall make the final determination as to eligibility for re-enrollment. Upon re-enrollment, the employee must repay any enhanced VEBA contributions received from the District during the contract year in which re-enrollment occurs.

20.1.3 Vision Care Plan

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

20.1.4 Dental Insurance

The District will continue to make a Dental Plan available to full-time employees. Adjustments will be made to the plan until they equal the UCR Schedule used by the dental insurance plan offered by Blue Cross / Blue Shield (presently known as Smile Saver), effective January 1, 2005. Effective with the

first change in the UCR Schedule to be made by the District on October 1, 2000. the District will pay 90% of the premiums of this plan for all full-time employees. At that time, participation in the dental insurance plan shall be mandatory for all full-time employees, unless they can present evidence of existing coverage under a comparable or superior product acquired from another source outside of the Hilton Group Plans. Additionally, there shall be a limit of one group dental contract per family unit employed by the District.

20.1.5 District Health Insurance Committee

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

20.2 Extended Leave and Child Care Leave

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

20.3. Retirees

20.3.1 All retirees will be allowed to remain a member of the group's Rochester Area School Health Plan, but must assume 100% of the premium except as noted below. Premiums are paid on a quarterly basis, and are due 30 days prior to the coverage date. Three months prior to age 65, the employee should sign up for Social Security Medicare Program. Upon receipt of the Medicare identification card, the employee must convert to a supplemental medical plan contract.

20.3.2 Coverage for Retirees (former full-time employees)

Coverage with District Contribution for Premiums will be one of the following three (3) options:

Option 1

1) Eligibility

- a) Ten (10) years full-time experience in the District.
- b) Retirement from Hilton Central School District.
- c) Effective July 1, 2006, submit irrevocable written retirement/resignation to the District during the month of March to be effective at the end of the school year.

2) Benefit

- a) Maximum benefit ten (10) years, starting at age fifty-five (55) and ending at age sixty-five (65).
- b) Years of coverage based upon accumulated sick days as follows:

1. Maximum accumulation of sick days to two hundred sixty (260) days.
2. Chart

<u>Years of Coverage</u>	<u>Accumulated Units</u>
1	10 - 19
2	20 - 39
3	40 - 59
4	60 - 79
5	80 - 99
6	100 - 119
7	120 - 139
8	140 - 159
9	160 - 179
10	180 - 260

- c) District contribution at 50% of the premium for the Rochester Area School Health Plan as administered by a mutually agreed upon third party on a mutually agreed upon plan and Major Medical. Employees selecting Option 1 are eligible for the monetary stipend in Article 22.9.

Option 2

1) Eligibility

- a) Ten (10) years full-time experience in the District.
- b) Retirement from Hilton Central School District.
- c) Effective July 1, 2006, submit irrevocable written retirement/resignation to the District during the month of March to be effective at the end of the school year.

2) Benefit

- a) Maximum benefit ten (10) years, starting at age fifty-five (55) and ending at age sixty-five (65).
- b) Years of coverage based upon accumulated sick days as follows:

1. Maximum accumulation of sick days to two hundred sixty (260) days.

2. Chart:

<u>Years of Coverage</u>	<u>Accumulated Units</u>
1	10-19
2	20-39
3	40-59
4	60-79
5	80-99
6	100-119
7	120-139
8	140-159
9	160-179
10	180-260

- c) District contribution at 75% of the premium for the Rochester Area School Health Plan as administered by a mutually agreed upon third party or a mutually agreed upon plan and Major Medical.

Employees selecting OPTION 2 are not eligible for the monetary stipend in Article 21.7 – Retirement Incentive.

Option 3

1) Eligibility

- a) Ten (10) years full-time experience in the District
- b) Retirement from Hilton Central School District
- c) Submit irrevocable written retirement/resignation to the District during the month of March to be effective at the end of the school year.

2) Benefit

- a) Employees who meet the eligibility requirement and who retire at the end of the school year shall receive \$20.00 per day for each accumulated unit (maximum 180 days).
- b) Employees selecting this option will remain eligible to apply 165 unused sick days to length of service under Section 41.5 of Retirement System (Article 20.6.1).
- c) Employee may retain any days not used in this option toward years of reduced medical premiums. Years of coverage determined as in Options 1 and 2.

20.3.3 Portability of Employer Post-Retirement Health Contribution

Portability will be allowed on a reimbursement basis for the purchase of another insurance product in another geographic area. Reimbursement will be limited to the extent of the District contribution to which the retiree would have otherwise been entitled to for the Rochester Area School Health Plan, based upon the retirement option selected above. The retiree must submit evidence of payment to the District no more than twice per year (reimbursement dates to be established by the District) in order to receive reimbursement.

20.4. Spouse of Deceased Employee

A deceased employee's spouse may continue under the school group medical insurance plan as provided by the District and limited by the carrier. The spouse may also continue at the COBRA rate of 102%. The premium must be paid on a quarterly basis and is due one month prior to coverage date. If the spouse remarries, the privilege to continue with the group ceases.

20.5. Forfeiture

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

20.6. Retirement System

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

20.6.2 Continuation of Retirement Benefits

In addition to the basic New York State Employee Retirement System plans, the following optional coverages are included:

- a) Application of unused sick leave as additional service credit upon retirement (Section 41-j) limited to 165 days.
- b) Guaranteed minimum death benefit of three times the annual rate of pay, but limited to \$20,000 (Section 60-b).

20.7. Section 125 Flexible Spending Plan

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

taxable salary elected by the employee. Participation limits shall be defined under the Internal Revenue Code.

20.7.2 Insurance Op-Out

As an inducement to employees who have access to health care coverage through sources outside of the group health insurance plans offered by the District, the District shall pay an annual incentive to employees who elect not to accept District coverage. This amount shall be equal to 20% of the lowest cost plan. Employees who have elected opt-out benefits as of January 1, 2000 within the group health insurance plans offered by the District, shall be entitled to a continuation of these benefits for as long as they continue their opt-out election.

20.9 Voluntary Employee Benefits Association (VEBA)

A VEBA committee shall be established to work with Administration to organize and implement a VEBA effective on or about January 1, 2001. It is understood that the VEBA, when organized, shall incorporate the following attributes:

- a) The Plan shall be organized under Section 501(c)(9) of the Internal Revenue Code.
- b) Employer contributions of two hundred twenty-five dollars (\$225.00) shall be made annually on behalf of each member. For those employees not enrolled in the District's Major Medical plan or enrolled in the RASHPI insurance plan, employer contributions of five hundred dollars (\$500) will be made in 2005-06, six hundred dollars (\$600) will be made in 2006-07, and six hundred seventy-five dollars (\$675) will be made in 2007-08.
- c) For those employees who currently carry major medical coverage and who elect to drop that coverage, and who then experience a life-altering situation, including but not limited to, the death or divorce from a spouse, the District will allow the employee to re-enroll in major medical coverage. The employee must request such re-enrollment from the Director of Human Resources, and, if approved, will re-pay any VEBA monies received, on a pro-rated basis, as a result of dropping said coverage.
- d) Said Employer contribution shall be available for employee use for qualifying health reimbursements as defined in the plan.
- e) Unused funds shall be credited with interest earned and carried over to subsequent years.
- f) Benefits shall continue to be paid for a terminated employee for qualified expenses until an employee's credit balance is exhausted.
- g) New employees hired after the beginning of a plan fiscal year shall be entitled to a pro-rated employer contribution during the year in which they are hired.
- h) The plan year shall be from September 1 through August 31.

ARTICLE 21 -COMPENSATION

21.1 Overtime Pay

- 21.1.1 A full-time employee who works over forty (40) hours in a workweek will be entitled to receive pay computed at one and one-half (1-1/2) times his/her normal rate for all hours worked over the forty (40) hour workweek. Personal days and sick hours are not to be included in computing the forty (40) hour workweek. Computation will be based on actual time worked.
- 21.1.2 Full-time employees who are called in to work on Saturday and have completed forty (40) hours over a workweek, will be paid at a work rate to be one and one-half (1-1/2) times their regular wage.
- 21.1.3 Full-time employees who are called in to work on Sunday or paid holidays and have completed a forty (40) hour workweek will be paid at a rate to be two (2) times the regular rate.
- 21.1.4 This policy does not cover part-time or temporary workers or where other arrangements have been made for compensation. A full-time employee who wants to make up some lost time will be able to make arrangements with his immediate supervisor to do this, and the time sheet will carry a notation that this is not to be paid at the premium rate.

21.2. Emergency Call-In

In the event that it is necessary for an employee to report immediately to the workplace in response to an emergency situation at a time when he/she is not ordinarily scheduled, the employee shall receive compensation at time and one half (double for Sundays and Holidays) for actual time worked.

Actual time worked shall mean the total time for the time he/she reports to the workplace through the time of departure from the workplace. The employee will be paid a minimum of one (1) hour.

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

21.3. Weekend Building Checks

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

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

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

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

21.4. Additional Service

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

21.5. Shift Differential

21.5.1 A "B" trick will be considered to be approximately 3:00 p.m. to 11:30 p.m. To receive this premium the employee must work through 7:00 p.m. An employee assigned to work a "B" trick shall be paid sixty (60) cents per hour premium above his normal wage. If an employee starts work prior to 3:00 p.m. and works through 7:00 p.m., or hours not considered the normal "B" trick hours, he/she will be paid the premium as stated above from 3:00 p.m. through the end of the shift. Times noted in this section are approximate, and are for illustration purposes only.

21.5.2 A "C" trick will be considered to be approximately 11:30 p.m. to 7:00 a.m. To receive this premium the employee must work through 2:00 a.m. An employee assigned to work "C" trick shall be paid seventy (70) cents per hour premium above his normal wage. If an employee starts work prior to 11:30 p.m. and works through 2:00 a.m., or hours not considered the normal "C" trick hours, he/she will be paid the premium as stated above from midnight through the end of the shift. Times noted in this section are approximate, and are for illustration purposes only.

21.5.3 This procedure does not cover driving buses or snow plowing.

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

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

- 21.5.6 The shift premium will be paid to “B” or “C” shift employees for legal or floating holiday hours that the individual would normally qualify for except on those holidays which occur during a normally scheduled recess period.
- 21.5.7 Normally scheduled “B” or “C” shift workers who do not work due to an emergency school closing will receive the shift premium for the hours that would have qualified for the premium.

21.6 Longevity

- 21.6.1 Full-time employees covered by this Agreement who have served the District for ten (10) full years or more will be paid a \$260.00 bonus in 05-06 and \$300 each year thereafter, paid in the second pay period in July. Full-time employees covered by this Agreement who have served the District for fifteen (15) full years or more will be paid a \$700 bonus in 05-06 and \$800 each year thereafter, on the second pay period in July. Full-time employees covered by this Agreement who have served the District for twenty (20) full years or more will be paid a \$1150 bonus in 05-06 and \$1375 each year thereafter, on the second pay period of July. Full time employees covered by this Agreement who have served the District for twenty-five (25) years or more will be paid a \$1400 bonus in 05-06 and \$1500 each year thereafter, on the second pay period of July.
- 21.6.2 If hired prior to January 31 of a year, the full-time employee will be credited with a full year on July 1 of each year.

21.7 Retirement Incentive

- 21.7.1 The following retirement incentive will be offered: any unit member meeting or surpassing eligibility requirements of either the New York State Public Employees Retirement System or the New York State Teachers’ Retirement System and who worked no less than ten years of continuous service at Hilton Central School District is eligible to receive 25% of his/her final average salary, but not less than \$6,000 if retirement occurs in the first year of eligibility under either retirement system. Employees electing to retire in either the second or third year of retirement eligibility shall be entitled to an incentive of \$6,000.
- a) For those unit members not members of either of the above-referenced retirement systems, the benefit referenced in 22.9.1 above is available only when the employee would have been eligible to retire under the rules of either retirement system.
- b) Eligibility means consistent with either New York State Retirement and Social Security Law when the unit member is first permitted to retire.
- 21.7.2 The employee must submit an irrevocable written retirement-resignation letter to the Board of Education no later than the thirty-first (31st) of March and to be effective at the end of the school year.

21.7.3 Payment will be made on the first regular pay period in the next school year.

21.8 Promotion

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

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

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

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

When the employee returns to the former higher salary classification, she/he will not be eligible for their percentage increase as outlined in Article 21.7 Promotion. If the interim appointment goes beyond July 1st, the employee will be eligible for the salary increase accorded in that contract year.

21.9 School Sanctioned Events

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

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

Trips shall be categorized as either required or voluntary attendance.

A. In the event that a member desires to attend a school sponsored field trip or similar activity that would require that the member be absent from his/her post, they shall receive their regular pay when their attendance at such an event is deemed by the building principal part of the job duties of the member.

- B. In the event a member wishes to attend an event which involves their child, they shall receive compensation only if their attendance meets the criteria in Section A. Members attending a trip or similar event that involves their child, but is unrelated to their position may attend upon prior approval of the principal or supervisor and may use available personal or vacation days as may apply to that member.
- C. The principal or supervisor has full authority to determine whether the member's attendance is required or voluntary. His/her decision is not grievable.

21.10 Compensatory Time

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

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

ARTICLE 22 - ADDITIONAL BENEFITS

22.1 Tuition Reimbursement

22.1.1 Full-time employees shall receive tuition reimbursement in accordance with the following:

- A. The Superintendent's prior approval is required for all courses for which reimbursement will be sought. No prior approvals will be given by the Superintendent in any year that the Board of Education adopts a contingent budget.
- B. Approvals of tuition reimbursement shall be limited to no more than two (2) courses (graduate or undergraduate) per fiscal year for employees having completed less than three (3) years of employment at the time of the start of the course. Approvals of tuition reimbursement shall be limited to four (4) courses

(graduate or undergraduate) per fiscal year for employees having completed more than three (3) years of employment at the time of the start of the course.

22.1.2 Tuition that is to be reimbursed must be paid in full and successfully passed with evidence received from the institution.

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

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

Annual stipends for teaching assistants:

	<u>05-06</u>	<u>thereafter</u>
Associate's Degree	\$425	\$500
Bachelor's Degree	\$675	\$750
Master's Degree	\$875	\$1,000

These stipends will be payable the July following the school year in which the degree is earned. Teaching Assistants who have been reimbursed under Article 22.1 for 50% or more of the course work associated with the award of the degree shall be ineligible for this stipend.

22.2 Professional Standards Certificate

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

<u>Certificate Level</u>	<u>Differential Per Year</u>	
	<u>05-06</u>	<u>thereafter</u>
Basic	\$200.00	\$225.00
Associate	\$300.00	\$325.00
Advanced	\$410.00	\$450.00
Bachelors Degree	\$500.00	\$750.00

Masters	\$600.00	\$1000.00
C.E.O.E	\$800.00	\$1500.00*

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

- 22.2.2 It is the intention of the parties that credit differentials are provided to encourage individual full-time employees to obtain a professional background and to reward this effort.
- 22.2.3 Teacher Assistants and Secretaries, after one or more years of service in the District, will be eligible for a leave of absence without pay for a period of one semester or one school year, to pursue a program containing no less than twelve (12) credit hours per semester in accordance with a written plan for education to be approved by the Superintendent of Schools. No more than three (3) members shall be granted educational leave in one school year. If more than three (3) members request such a leave, the member with the greatest seniority shall be afforded preference. Such leave accords that employee be reinstated in the same position upon return. The credit hours earned during the leave will not be considered in Article 22.1.4 during that year or any future year.

22.2A School-Related Personnel Growth and Development Program

22.2A.1 A full-time employee will be entitled to participate in the School-Related Personnel Growth and Development Program and will be paid an additional differential when they have attained a Certificate in accordance with the standards and levels mutually agreed upon by the Association and the District. Certificate standards, requirements, and application forms can be found in Appendix B of this contract.

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

Certificate Level	Differential Per Year
Basic	\$175.00
Associate	\$275.00
Advanced	\$375.00
Bachelor's Degree	\$425.00

22.2A.2 It is the intention of the parties that credit differentials are provided to encourage individual full-time employees to obtain additional education and to reward this effort.

22.2A.3 Teacher assistants and nurses who participate in District approved in-service courses and receive a salary increase in accordance with Section 21.1.4 and full-time clerical employees who participate in the Professional Standards Program and are compensated in accordance with Section 22.2.1 are not eligible to receive benefits as described in Section 22.2A.1

22.3 Safety Shoes

The District will reimburse full-time mechanics and full-time employees of the Building and Grounds Department 50% of the cost of one (1) pair of safety shoes per year. (Maximum reimbursement per full-time employee per year is \$45.00, effective July 1, 1996)

22.4 Safety Glasses

The District will reimburse full-time mechanics and full-time employees of the Building and Grounds Department 50% of the cost of one (1) pair of safety glasses during their employment with the District. (Maximum reimbursement per full-time employee is \$75.00 every five years.) In the event that safety glasses of above mentioned full-time employees are damaged or destroyed during the course of employment and the above mentioned employees have not been personally negligent, the District shall reimburse above mentioned employees 50% of the reasonable cost of repair or replacement of said safety glasses.

22.5 Custodial Service Protective Clothing

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

- a) Color and style shall be as approved by the District.
- b) Vendor shall be as designated by the District.
- c) The District is not responsible for transporting the employee during the work day to the designated vendor to obtain such smock.
- d) No more than one (1) smock at a time shall be made available to the employee at District's expense, except as stated in Article 22.5.f.
- e) The District shall not be responsible for replacing a smock which is lost.
- f) The District shall, with sufficient good cause, replace a significantly out-sized or substantially damaged smock, providing the damage was not intentional or result of gross carelessness.

- g) An employee who terminates shall be responsible for returning to the District purchased smock that was assigned to him/her.

22.6 Conference, Workshops and/or Training Meetings

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

22.7 Hand Tools

Full-time mechanics shall be given a \$350.00 hand tool allowance per year. The District will replace hand tools owned by full-time mechanics given the following conditions:

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

22.8 Milcage

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

22.9 Teacher Assistants

When a teacher is absent from his/her classroom/work assignment for a half day or more, the teacher assistant shall receive a stipend of 25% of the per-diem (half-day or full-day) uncertified short term rate for the day.

Assignment as teacher when the teacher is absent from his/her classroom/work assignment for a half day or more will be strictly voluntary and must be agreed to by the teacher and the teacher assistant.

22.10 Coveralls

Bus mechanics, maintenance mechanics, and full-time groundskeepers will be provided with thermal coveralls.

22.11 Tax Sheltered Annuity Program

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

22.12 Tutoring

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

1. Post the positions with enough specificity regarding the hours of work so as to assist any potential candidates in applying for the position.
2. Once the hours are established the hours may not be substantially changed without reposting the position.
3. Tutoring positions will be offered to qualified teachers, teaching assistants, and teacher aides in that order of preference.
4. The tutors in Alternative Education, Home/Hospital, Out-of-School Suspension and GED programs are exceptions to items 1 – 3.
5. Compensation is established according to the agreement with the Hilton Teachers' Association collective bargaining agreement. (Non-step tutoring rate for 2005-06 is \$22.00 per hour).

22.13 Additional Stipends

1. Clerical employees will be paid time and a half for any work over forty hours per week. Attendance at meetings or other required activities held outside his/her regular work day, when mandated by his/her supervisor, will be counted.
2. \$1200 per year will be paid to any elementary clerical staff to handle extracurricular activity accounts if he/she is not classified as an account clerk or account clerk/typist, or whose primary job responsibility is not dealing with school accounts. This amount will be pro-rated on the basis of time worked when more than one employee assumes this responsibility, and will be paid by the end of the fiscal year.
3. Transportation: a stipend of a total of \$200 per month will be paid to the person/persons assigned the task of making arrangements, outside the regular work day, for substitutes and extra trip transportation. This stipend is not to be used to increase the normal work day hours.

ARTICLE 23 - EMPLOYEE EVALUATION

- 23.1. Unit members shall be evaluated in writing at least once annually.
- 23.2. Unit member shall be given a copy of any written evaluation report prepared by their supervisor prior to submittal to the personnel file. The Building Principal or Director of PS/Special Education is ultimately responsible for the evaluation and supervision of teacher assistants, depending on the area in which the teacher assistant works. The teacher assistant's supervisor will provide input to the Building Principal or Director of PS/Special Education for the teacher assistant's evaluation. Upon request, unit members have the right to a conference with their supervisor to discuss their written evaluation report.

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

- 23.3. Unit members shall review each evaluation and attest to his/her review of the evaluation by affixing his/her signature to all copies. Unit members shall also have the right to submit a written response to the evaluation which shall be attached to the evaluation. No unit member will be formally disciplined by any other unit member or a member of the teaching bargaining unit. The head custodian, head mechanic, maintenance coordinator, head bus driver, and teachers who daily interact with teaching assistants and/or teacher aides, may informally participate in the evaluation process, providing supporting documentation for their comments.
- 23.4. There shall be one official personnel file located in the Human Resources Office which shall be the basis for personnel action relating to the bargaining unit member.
- 23.5. A unit member shall have the right to review the contents of his/her personnel file upon the mutual convenience of the unit member and the Human Resources Office. Such unit member shall have the right upon advance notice to the Human Resources Office to have an Association representative present during such review.

Upon request, copies of any material added to the personnel file from the date of the signing of this Agreement will be provided to the unit member, with the exception of confidential recommendations.

The unit member will have the right to attach any written statement about such materials added to the personnel file.

- 23.6. A committee of five (5) unit members appointed by the Association President may meet and confer with District officials regarding revision of the existing evaluation forms, if necessary.

ARTICLE 24 - SENIORITY/LAYOFF

24.1. Seniority

Seniority shall be established as beginning with the most recent date of full-time employment within the District in a bargaining unit position. Seniority shall apply and accrue only in the department in which the full-time employee's assigned (Building & Grounds, Transportation, Clerical, Nurse, Teacher Assistant, Monitor, Health, Teacher Aide) for the contractual purpose of transfer or promotion. Full-time employees, who move from one department to another, shall have their seniority frozen in their previous department. Accrual of seniority shall freeze during any unpaid leave. For the sole purpose of seniority accrual only, the positions listed herein this paragraph, included under 24.2.4 and are also included in 7.2.1 shall accrue seniority. These positions are Building Aide, Bus and Lunch Monitor, Crossing Guard, and Bus Driver.

24.1.1. An updated seniority list will be available to each employee on or about December 1 of each work year.

24.1.2 The following rules shall serve as tie-breakers in seniority:

- a) effective date of employment by Board of Education action
- b) seniority within the department if tied between two employees, then District wide seniority
- c) date the applicant signs the salary notice
- d) draw lots

24.2. Layoff

24.2.1. Layoff shall be by seniority within the Civil Service classification. All part-time employees within a particular job title shall be released prior to any full-time employee. All competitive positions are subject to Civil Service Law and reductions for Competitive classified positions shall follow such; all other non-competitive positions are governed by contract.

24.2.2. Layoff/Bumping: In the event of layoff, more senior full-time employees may bump less senior full-time employees within their department subject to the following limitations:

- a) No full-time employee shall bump into a position for which he/she is not qualified or able to perform; such as a Civil Service position for which the employee has not met all Civil Service eligibility requirements.
- b) When an employee's position is eliminated or the employee is displaced, the employee has the right to bump only into the department in which the employee previously held another position. This right will only exist if the employee who is being eliminated or displaced, has a greater amount of District-wide seniority (within that department that they are seeking to

bump into) than the least senior employee within that department. In the event that this occurs, the analysis used for “least senior employee” shall be done by looking at the amount of time within that department plus other departments.

The employee with the least amount of total years’ service shall be displaced.

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

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

24.2.3. Reduction in Work Hours

- a) No full-time employee shall bump upward into a higher Civil Service classification.
- b) The full-time employee shall have the opportunity to bump the least senior employee within the department or less senior employee within his/her job category who have assigned work hours which are equal to or less than the full-time employee. Bumping rights for competitive class employees must follow Civil Service guidelines.

24.2.4. Department and Job Categories

1) Clerical Department

- a) Twelve Month Job Categories
Building Principal's Secretary
Student Information Specialist
Director of Transportation Secretary
Athletic Director's Secretary
Director of Special Education Secretary
Census and Attendance Specialist
Director of Elementary Ed/Staff Development Secretary
Director of Secondary Ed/Staff Development Secretary
Spec. Ed. Clerk Typist
Telephone Operator
- b) Ten Month plus Ten Day Job Categories
Jr.-Sr. High Guidance Secretary
Assistant Principal's Secretary
Information Technology Dispatcher
- c) Ten Month Job Categories
Account Clerk-Typist
Clerk Typist
Elementary Guidance Secretary
Continuing Education Specialist

2) Health Department

- a) Job Categories
Registered Professional Nurse
- b) Job Categories
Health Aide
- c) Job Categories
Physical Therapist
Occupation Therapist
- d) Job Categories
Certified Occupational Therapist Assistant

3) Teaching Assistant Department

4) Teacher Aide Department

5) Lunch Monitor Department

6) Transportation Department

- a) Job Categories
Bus Driver
Bus Driver/Trainer Safety Coordinator

- b) Job Categories
Bus Attendants
School Crossing Guard

- c) Job Categories
Auto Mechanic A
Auto Mechanic B

- d) Job Categories
Head Bus Driver

- e) Job Categories
Head Mechanic

7) Information Technology Department

Microcomputer Maintenance Technician
Customer Service Manager

8) Building and Grounds Department

- a) Job Categories
Sr. High Head Custodian
Jr. High Head Custodian
Elementary Head Custodian
Custodian
Night Custodian
Cleaner
Night Custodian Supervisor
Weekend Cleaner

- b) Job Categories
Groundskeeper
Courier

- c) Job Categories
Maintenance Mechanic I
Maintenance Mechanic II
Maintenance Mechanic III

- d) Job Categories
Maintenance Coordinator

9) Building Aide Department

10) Lifeguard Department

ARTICLE 25 - SPECIAL PROVISIONS

Bus Drivers

25.1. Bids for Bus Runs

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

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

25.2. Show Up Time

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

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

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

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

A bus driver and/or bus attendant who meet the above criteria as a part-time employee from the previous year, will receive the increase identified for full-time employees as stated in Article 27 of the current contract.

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

25.4. Noon Run

On or about September 1 of each year, the District will provide a sign-up sheet for full-time or part-time drivers who are available as defined in 25.5 to take noon runs. Names will be listed by seniority and assignment of such runs will be on a daily seniority basis. Drivers who have signed up for noon runs will be assigned trips in chronological order from the sign-up sheet. When the need arises for a noon run driver, the Transportation Director will select the next available driver from the sign-up sheet. In the event a regularly assigned driver who has a noon run is absent, then those drivers who have signed up in September for noon runs will be assigned to such runs as outlined in the procedure above.

25.5. Field Trips and Special Trip

If full-time or part-time drivers are available and desire to take field trips or special trips, they shall have the preference over substitute drivers. Availability is defined to mean the following:

- a) Assigned times for regular runs do not conflict with designed time for field trips.
- b) Designated times for field trips or special trips plus assigned times for regular runs do not conflict with DOT regulations.
- c) Overtime shall not be a factor as to the availability of bus drivers.

25.6. Assignment of Special Trips and Class Trips

On or about September 1 of each year, the District will provide two (2) separate sign-up sheets to drivers who are available and who desire such runs. The two (2) separate sign-up sheets shall be for the classification of trip listed below:

Classification

- a) Field Trip - a trip taken during a school day and which can be completed without interfering with a driver's regularly assigned run, except as described in 25.5a.
- b) Special Trip - A trip taken after school hours which can be completed without interfering with the driver's regular run, except as described in 25.5a.

Under normal circumstances, trip sign-up sheets will be posted one week in advance. The driver assigned each trip shall be the individual with the least

amount of hours for the specific trip classification. In the event two or more drivers have the same number of hours, seniority will be the determining factor.

The trip classifications will list the drivers in order by seniority, and will be posted conspicuously on the Transportation Office bulletin board.

The Transportation Office will maintain a chart for class trips and special trips which will reflect each driver's accumulated hours. Hours are defined as total hours per trip.

In the event a trip has been assigned to a driver and the driver is unable to take such trip, every effort will be made to offer the trip to the next eligible driver for the respective trip sign-up sheets.

Drivers who wish to have their names added to the original classification sign-up sheet will be placed at the end of the list of names and given hours equal to the driver with the most time.

25.7. Lay-Over Time

Lay-over time shall be compensated at the starting hourly rate for bus drivers. Effective July 1, 2002, layover time shall be compensated at the bus driver's regular hourly rate.

25.8. Field Trip Cancellation

In the event a driver is assigned to a field trip or special trip cancelled by the District less than one hour before the scheduled trip, he/she will be paid for one and one-half (1 ½) hours of his/her regular rate of pay.

25.9. Safe Driving Award

Since safe driving is a paramount concern of the employer, the employer in an effort to encourage safe driving and to reward its employees with safe driving records, hereby establishes a safe driving program to be administered each year.

- a) Full-time drivers who have driven in that capacity for a full school year without a preventable accident or traffic violation, as determined by the Director of Transportation, will be awarded seventy-five dollars (\$75) in 05-06 and one hundred dollars (\$100.00) thereafter following the end of the driving year.
- b) Full-time drivers who have completed two (2) consecutive years of driving without a preventable accident or traffic violation, as determined by the Director of Transportation, will be awarded one hundred fifty dollars (\$150) in 05-06 and two hundred dollars (\$200.00) thereafter following the end of the second such year.

- c) In each subsequent year, full-time bus driver who have completed a year without a preventable accident or traffic violation, as determined by the Director of Transportation, will be awarded **two** hundred dollars (\$200.00) following the end of that school year.
- d) In the event a driver is involved in a preventable accident or traffic violation as determined by the Director of Transportation, no award is made, and the driver returns to first year status the following year.
- e) Payment will be made on the second pay period in August.
- f) A driver who is receiving Workers' Compensation, because of an injury incurred on the job, will continue to be considered for the safe driving award under the following conditions: A driver who has been absent for more than thirty (30) days may be considered for the Award, based upon a review of their safe driving record for the last three (3) years. If they have received the Safe Driving Award each year over the last three (3) year period, then the Director of Transportation will recommend the driver for the Award.

25.10 Commercial Drivers License

All drivers and mechanics are expected to have and maintain commercial drivers' license (CDL) at the time of and throughout their employment. The District shall reimburse employees for 50% of the cost of their CDL-B driver's license renewal. The District shall reimburse 100% of the cost of their CDL-B subsequent driver's license renewals. This reimbursement is contingent upon the employee's continued eligibility to operate a school bus.

Teaching Assistants/Teacher Aides

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

Nurses/Health Aides

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

The typical work day for health aides is seven (7) hours.
- 25.14 Nurses and health aides may work up to five days outside the school year if approved by their supervisor.

Information Technology

- 25.15 The typical work day is eight (8) hours.
- 25.16 IT members will only release information from computer files upon written consent from the superintendent or his/her designee.
- 25.17 Absent emergency circumstances, IT members will not supervise students. Emergency circumstances are defined as those which jeopardize the health and/or safety of the general student population (this definition applies only to Article 25).

Building and Grounds

- 25.18 The typical work day is eight (8) hours and the typical work week is Monday through Friday.
- 25.19 Maintenance mechanics, couriers, and groundskeepers who have driven for a full school year without a preventable accident or traffic violation, will be awarded thirty-five dollars (\$35) in 05-06 and fifty dollars (\$50) thereafter

Maintenance mechanics, couriers, and groundskeepers who have completed two consecutive years of driving without a preventable accident or traffic violation will be awarded sixty-five dollars (\$65) in 05-06 and seventy-five dollars (\$75) each year thereafter. The criteria used in 25.9 - Safe Driving Award - will be used.

Clerical

- 25.20 The normal work day for all clerical employees is seven and one-half (7 ½) hours.
- 25.21 Absent emergency circumstances, no clerical employees will supervise students. Emergency circumstances are defined as those which jeopardize the health and/or safety of the general student population (this definition applies only to Article 25).
- 25.22 The District is committed to providing working conditions that promote the health and safety of all employees. For clerical employees this includes factors such as heating, lighting, noise level, and indoor air quality. The District will comply with applicable state and federal statutes and regulations that establish standards for these factors, as well as support in a timely manner the recommendations of the District Health and Safety Committee. Further, the District will isolate through physical separation or enclosure noise-producing office machines, including copiers from occupied office areas, unless the sole job of the employee is working with such machinery. In the event that such a machine is located in an open area that is less than fifteen feet from a workstation, the District will, upon written request from the employee, make arrangements for an alternative location. It is understood that there will be, from time to time, incidents such as mechanical failures that are outside of the District's control that may cause an interruption in compliance with these standards. The District will make every effort to promptly make the necessary repairs to restore conditions to a level that is compliant with these standards.

Custodial

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

25.24 The District will make a conscious effort to minimize instances where custodial staff will be working alone in individual buildings, except in the pool area where no custodial staff will be assigned to work alone.

Lunch Monitors

25.25 The typical work day is three (3) hours.

ARTICLE 26 - GRIEVANCE PROCEDURE

26.1. Purpose

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

It is the purpose of the grievance procedure to secure at the lowest possible administrative level, equitable solutions to alleged grievances of employees through procedures established under this agreement which afford the Board and its employees an opportunity to dispose of their differences free from coercion, interference, restraint, discrimination, or fear of reprisal.

26.2. Definitions

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

26.2.2. Aggrieved party shall mean any employee covered by this Agreement or the Association.

26.2.3. Employee: Any person covered by this Agreement as described in Article 1.

26.2.4. Administrator or Director shall mean the following:

Secretarial staff -- Administrator to whom the employee directly reports.

Teacher Assistant -- Building Principal

Health Staff -- Building Principal

Custodial Staff -- Director of Building & Grounds

Maintenance Staff -- Director of Building & Grounds

Transportation Staff-- Director of Transportation

26.3. Administration

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

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

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

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

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

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

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

26.4. Stage 1

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

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

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

26.5. Stage 2

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

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

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

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

26.6. Stage 3

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

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

26.6.3. A copy of the letter requesting such list shall be submitted to the Superintendent of Schools. Such request for arbitrators must be filed within ten (10) work days of the receipt of the decision at Stage 2 of this procedure.

- 26.6.4. A decision of the arbitrator shall be final and binding upon all parties.
- 26.6.5. The costs for the services of the arbitrator, including expenses if any, shall be shared equally by the parties. Employees involved in arbitration hearings which are scheduled during the work day shall be released with full pay. The Association shall pay the cost of any substitute employees required to provide such release time.
- 26.6.6. The costs of fees of any person(s), whether employees of the District or not, called as a witness or used to represent any interested party shall be borne by the party calling or employing such person.
- 26.6.7. The arbitrator shall be without power or authority to make any decision which requires the commission of an act prohibitive of a law which is violative of the terms of this Agreement.
- 26.6.8. The arbitrator's decision shall be in writing and shall set forth his/her finding, reasoning and conclusions on the issue(s) submitted.
- 26.6.9. The election to submit a grievance to arbitration shall automatically be a waiver of all other remedies or forums which otherwise could be available.

26.7. Labor Management

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

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

ARTICLE 27 - SALARIES

27.1 2005-2008

All staff members will receive an increase on their individual base salaries, exclusive of supplemental pay for longevity, P.S.P., shift differential, lay-over, etc. of the following:

2005-06	3.80%
2006-07	4.00%
2007-08	4.20%

All members employed as of June 30, 2005 will be paid no less than either the 2005-06 hiring rate or the percentage listed above, whichever is greater.

27.2 Notice of Pay Periods

Salaries will be paid on a bi-weekly basis, with twenty-six (26) pay periods in each fiscal year. Sufficient, timely, and detailed knowledge will be given to 12 month employees whenever there appears to be an extra Friday in any given fiscal year which will require an adjustment of the payroll calendar.

27.3 Salaries for New Hires

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

27.4 Salaries for Newly Created Positions in the Bargaining Unit

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

27.5 Interns

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

ARTICLE 28 – JOB SHARING

- 28.1 Based upon the recommendation of the Superintendent, the Board of Education may approve job sharing based on two principles:
- a) there shall be no detrimental effects on students and/or programs.
 - b) the cost of the job share shall not exceed the cost to the District than would otherwise be the case without the job share.
- 28.2 The following are specifics that define job sharing:
- 1) Both employees are considered part-time if they work less than twenty (20) hours per week.
 - 2) Employees shall earn one-half sick day per month; day is defined as equal to the number of hours they work under the terms of job sharing.
 - 3) Employees continue to be eligible for the sick bank, the attendance incentive, safe driving award, and bereavement leave, prorated by their actual time worked.
 - 4) Employees will receive a combined allocation of 3 days' personal leave, prorated.
 - 5) Employees are entitled to snow days if the snow day is on their scheduled day of work.
 - 6) Employees may remain in the NYSERS.
 - 7) The District will make no contributions to either employee's health insurance premium, if any.
 - 8) Employees will be paid for longevity, according to their years of service: job sharing will equal ½ credit for each year in their job share.
 - 9) Employees will continue their seniority, prorated by time actually worked.
 - 10) Holiday pay will be prorated, based on the actual hours/days worked.
 - 11) Job shares are effective for one school year; extensions, if any, must be applied for by May 1 of the year preceding the requested job share year.

Appendix A

STARTING SALARIES

Job Title	05-06	06-07	07-08
Clerk typist	8.64	8.86	9.08
Clerk typist 10 month	8.64	8.86	9.08
Telephone Operator	8.64	8.86	9.08
Elem. Guid. Sec.	8.64	8.86	9.08
Cont. Ed. Sec.	8.64	8.86	9.08
Sp. Ed. Clerk/typist	9.53	9.77	10.01
Jr/Sr Hi Guid. Sec	9.53	9.77	10.01
Asst. Principal's Sec.	9.53	9.77	10.01
Acct. Clerk	10.51	10.77	11.04
Student Info Sec.	10.51	10.77	11.04
Dir. of Lang. Arts Sec.	10.51	10.77	11.04
Dir. of Elem.Ed/Staff Dev. Sec.	10.51	10.77	11.04
Dir. of Sec. Ed/Staff Dev. Sec.	10.51	10.77	11.04
Dir. of Transportation Sec.	10.51	10.77	11.04
Princ. Sec.	10.51	10.77	11.04
Dir. of Special Ed. Sec.	10.51	10.77	11.04
Census Attendant	10.51	10.77	11.04
AD Sec	10.51	10.77	11.04
Registered Nurse	14.00	14.35	14.71
HS Reg. Nurse	14.00	14.35	14.71
COTA	20.70	21.21	21.74
Phys. Therapist	30.43	31.20	31.98
Occ. Therapist	30.43	31.20	31.98
Laborer	8.64	8.86	9.08
Cleaner	8.64	8.86	9.08
Cleaner: weekend/ part time	8.64	8.86	9.08
Custodian	10.18	10.43	10.69
Night Custodian Supr.	11.00	11.27	11.56
Courier	10.78	11.05	11.33
Elem. Head Cust.	11.33	11.61	11.90
Jr Hi Custodian	11.90	12.20	12.50
HS Head Custodian	12.50	12.82	13.14
Groundskeeper	13.25	13.58	13.92
Maint. Mechanic III	12.81	12.81	13.13
Maint. Mechanic II	13.78	14.13	14.48
Maint. Mechanic I	14.48	14.84	15.21
Maint. Co-ordinator	14.48	14.84	15.21
Auto Mechanic B	12.27	12.58	12.89
Auto Mechanic A	13.25	13.58	13.92
Head Mechanic	17.73	18.17	18.62
Lunch Monitor	7.43	7.61	7.80
Crossing Guard	7.43	7.61	7.80
Bus Attendant	7.82	8.02	8.22
Bus Driver	13.50	13.84	14.19
Head Bus Driver	14.85	15.22	15.60

Building Aide		8.00	8.15
Teacher Aide	9.69	9.75	10.00
Health Aide	8.64	8.86	9.08
Teaching Assistant	10.57	10.83	11.10
Micro Maint. Technician	12.64	12.95	13.28
Tech. Services Co-ordinator	22.53	23.10	23.67
Lifeguard		12.50	12.75
Head Lifeguard		13.50	13.80
Pool Manager		16,000.00	16,400.00

Appendix B

Notification Form

Personal Day Request

Name _____ Date Submitted _____
(to be filled in by main office)

Building _____ Date requested _____

Signature of Employee

Copies: Employee
Building Principal
Director of Human Resources

(If you are a 10-month employee requesting the use of personal days covered by your 3-day allocation or a 12 month employee requesting the use of personal days covered by your 5-day allocation, a copy is to be submitted to your Building Principal. For any days over these allocations, submit a copy to the Director of Human Resources.)

APPENDIX C

Procedures for Employee Injury or Illness requiring Treatment (Worker's Compensation)

All employees are eligible for Worker's Compensation coverage if they are injured while performing their duties. The following procedures must be initiated when the employee is injured:

- 1) Report the injury/accident to your supervisor and school nurse (if available) immediately.
- 2) Employees may either use their personal physician or the school district physician, Dr. Sandy Sorentino, for treatment. Inform your supervisor of your choice immediately.
- 3) A Worker's Compensation Form C-2 (Employer's Report of Illness/Injury) should be completed by the supervisor and forwarded to the Human Resources Office as soon as possible. If the injury/accident is serious, the Superintendent's Office must be notified immediately.
- 4) In order to be eligible for Worker's Compensation, including the Supplemental Benefit provided for in Article 15.1, the injured employee must inform his/her treating physician that his/her office must file the appropriate forms. A copy of all paperwork, including the Injury/Accident Status Form should be forwarded to the Human Resources Office.
- 5) When the employee is ready to return to work, the treating physician must provide an updated Injury/Accident Status Form regarding the ability of the employee to resume his/her normal duties or to identify any restrictions. This form should be given to the supervisor and then forwarded to the Human Resources Office.
- 6) If necessary, the school district physician may contact the treating physician for clarification of the injury/illness. Also, the school district physician may find it necessary to examine the employee prior to his/her return to work. If an examination is necessary, the Director of Human Resources will contact the employee to schedule an appointment.

APPENDIX D

Dental Assistance Plan Benefits

Preventive and Diagnostic Services – 100% of UCR

- Oral examination – once every six months
- Dental radiographs (x-rays)
- Full mouth series – once in three years
- Cleaning, scaling and polishing of teeth every six months
- Topical fluoride application – once in twelve months
- Space maintainers

Restorative Services – 50% of UCR subject to \$25.00 deductible per member per plan year with a \$75.00 family maximum deductible.

- Extractions
- Endodontics (including pulpotomy, pulpcapping and root canal treatment)
- Fillings (consisting of silver amalgam, plastic, silicate and composite restorations)
- Prosthodontics (full or partial dentures, fixed or removable bridges, all necessary abutment work, all prosthetic x-rays). Replacements are covered under this contract only once in a five-year period. No coverage for replacement due to loss or theft.
- Inlays, crowns (including fracture treatment, cyst removal, surgical extractions and impactions).
- Oral surgery (including fracture treatment, cyst removal, surgical extractions and impactions)
- Periodontics (including gingival curettage, gingivectomy and gingivoplasty)
- Osseous surgery (bone surgery)
- Orthodontic service \$750.00 lifetime maximum for members under age 19, subject to a one-time \$50.00 deductible.

Deductibles and Coinsurance

Preventive and Diagnostic Services – 100% of UCR

Restorative Services – subject to \$25.00 deductible per member, per plan year with a \$75.00 family maximum – paid at 50% of UCR

Annual Maximum - \$1,000.00 excluding orthodontic services

Pre-Treatment Estimates

The Dental Program requires pre-treatment estimates for major treatment expected to cost \$150.00 or more. This simply means we want the dentist to estimate and itemize what he/she is going to do and what he/she is going to charge before he/she begins the treatment. In this way, all parties concerned will know in advance what costs and services are covered under the group plan.

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