

AGREEMENT

between the

WEEDSPORT CENTRAL SCHOOL DISTRICT

and the

**CIVIL SERVICE EMPLOYEES ASSOCIATION, INC.,
LOCAL 1000 AFSCME, AFL-CIO**

representing the

**WEEDSPORT CENTRAL SCHOOL DISTRICT
Unit #626500 of Cayuga County Local #806**

JULY 1, 2021 - JUNE 30, 2024

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ARTICLE 1
Certification and Description of Negotiating Unit

Section 1.

In accordance with the Certification of Representative dated January 24, 2000, the Public Employment Relations Board certified that the Civil Service Employees Association, Inc., Local 1000 AFSCME, AFL-CIO, representing the Weedsport Central School District Unit #6265-00 of Cayuga County Local #806, non-instructional employees, hereinafter referred to as the "Association," as the exclusive representative for non-instructional employees as specified below.

Section 2.

In accordance with the Public Employees' Fair Employment Law, Taylor Law, Article 14 of the Civil Service Law, certification is for the purpose of collective negotiations with respect to negotiating and determining the wages, terms, hours, and conditions of employment and the settlement of grievances arising thereunder.

Section 3.

This Agreement covers all regularly employed full-time and part-time Automotive Mechanics, Automotive Mechanic Helpers, School Bus Drivers, Senior School Bus Drivers, School Bus Driver/Teacher Aide, Student Aides, Teacher Aides, School Monitors, Teacher Aide/School Monitor, Library Aides, Library Assistants, Library Assistants/Teacher Aides, LAN Technical Support Specialist, Custodial Workers, Senior Custodial Workers, Automotive Mechanic Forepersons, Head Building Maintenance Persons, and Groundskeepers/Building Maintenance Persons.

Included:

Automotive Mechanic	Library Assistant/Teacher Aide
Automotive Mechanic Foreperson	School Bus Driver
Automotive Mechanic Helper	School Bus Driver/Teacher Aide
Custodial Worker	School Monitor
Head Building Maintenance Person	Senior Custodial Worker
Groundskeeper/Building Maintenance Person	Senior School Bus Driver
LAN Technical Support Specialist	Student Aide
Library Aide	Teacher Aide
Library Assistant	Teacher Aide/School Monitor

Excluded: All other employees, including substitute and casual employees in the included titles above, and specifically excluding all Administrators, Transportation Supervisor, Head Custodian, District Office Clericals, Secretaries to School Administrators, and Nurses.

ARTICLE 2
Declaration of Pledge of No Strike Policy

The Association does hereby affirm the policy that it does not assert the right to strike against the school system, nor will it assist or participate in any such strike by the employees, nor will it impose any obligation of said employees to conduct, assist, or participate in a strike.

ARTICLE 3
Management's Rights

Section 1.

The Association recognizes that the District retains the sole and exclusive right and authority to manage the business of the District, including, but not limited to the right and authority to plan, direct and control its operations; to determine the location, design, size and number of buildings; to decide the business hours of its operations; to decide the types of educational service it shall provide within lawful limitations; to determine the starting and quitting time for employees, work schedules and number of hours to be worked; to select, implement and modify as needed the method for recording and accounting for time worked and time absent; to have the sole right to discipline, suspend with or without pay, and to discharge employees; to hire, layoff, assign, transfer, and promote employees to select and hire, to promote to a better position, to maintain efficiency of employees; to determine the number of non-teaching staff; to make assignments, to introduce new or improved methods, techniques, and programs; to evaluate employees and to determine the method of evaluation; to determine whether or not to subcontract; to determine the number and duties of employees; to determine whether and to what extent the work required in operating its business and supplying its services shall be performed by employees covered by this Agreement; to consolidate programs; and to make reasonable rules and regulations pertaining to employees covered by this Agreement.

Section 2.

It is the intention of the parties that all of the rights, powers, and authority that the District had prior to the signing of this Agreement are retained by the District and that with the exception of specific provisions of this Agreement the District shall have unrestricted right to manage its affairs. This Agreement constitutes the full and complete commitments of the District to the Civil Service Employees Association, Inc., Local 1000 AFSCME, AFL-CIO.

Section 3.

In the exercise of such rights above the Management of the District shall comply with the provisions of this Agreement.

ARTICLE 4

Dues

The Employer hereby agrees to deduct biweekly from the pay of each employee covered by this Agreement an amount of money in payment of uniform dues in the Association, and any insurance premiums for those employees who have authorized such deductions by the Employer. The Employer further agrees to transmit said deductions to the Association monthly at 143 Washington Avenue, Albany, New York 12210. Any and all deductions for CSEA sponsored personal lines of Insurance premiums shall be remitted to Pearl Carroll, 12 Cornell Road, Latham, NY 12110, its designated agent, or other, as designated by CSEA.

The Association having been certified as the exclusive representative of employees within the negotiating unit, shall be entitled to have agency fee deductions made biweekly from the pay of each non-Association member in the negotiating unit in an amount specified in writing by the Association provided Article 14 of the Civil Service Law requires said Agency Fee Deduction deductions. The Association shall maintain an appropriate refund procedure. In the event the provisions of Article 14 of the Civil Service Law are amended or repealed to provide that agency fee deductions are unlawful or a nonmandatory subject of negotiations, this paragraph shall be removed from the negotiated agreement.

The Association hereby agrees to hold the Employer harmless for any and all damages it may sustain as a result of making the payroll deductions provided for in this Article.

ARTICLE 5

Information

On the effective date of this Agreement, the School District shall supply to the Weedsport Central School District Unit of the Cayuga County Local of CSEA, Inc., a list of all employees in the Bargaining Unit showing the employee's full name, home address, job title, work location and first date of employment. Such information shall hereafter be provided to said CSEA Unit President on September 1st and January 2nd of each year.

ARTICLE 6

Bulletin Boards and Meeting Places

The Association shall have the right to post notices and other communications on designated bulletin boards maintained in the Transportation Office area and the Maintenance Office of the School District, provided however, that the content is not derogatory or controversial. The School District agrees that the facilities of the school may be available for Association meetings when such does not interfere with any scheduled event or involve any cost to the School District. Application for permission to use School District facilities shall be submitted to the Superintendent of Schools or designee.

ARTICLE 7
Labor Relations Specialist

For the purpose of administering, adjusting or interpreting the terms and conditions of this Agreement, the Labor Relations Specialist shall have the right, subject to approval of the Superintendent or designee, to visit the employees covered under this Agreement at the request of the Association on the job. The appropriate school official shall be notified and total assurance given him/her that no interruptions in the work of the employee will be involved.

ARTICLE 8
Unit, State, and County Association Meetings

Section 1. Association Meetings

Members of the local unit of the Civil Service Employees Association Inc., who are also officers and/or committee members of the State or County Association shall be granted time, not to exceed a cumulative total of four (4) days in any school year, to attend required meetings. It is understood that the cumulative total of four (4) days is for all members and is not to be construed as four (4) days of allowable absence for each employee.

Section 2. Night Shift Employees

Night shift employees shall be allowed time off to attend Union meetings that are held during their work shift, provided the employee makes up the time at the end of the shift or at another time that is mutually agreed upon between the employee and the Superintendent of Schools or designee.

Section 3. Union Leave

An employee who is an elected or appointed official of the C.S.E.A. bargaining unit shall be granted two (2) paid leave days per year to attend meetings and official functions of the CSEA. The Unit President shall provide written verification of the meeting to the Superintendent of Schools or designee at least five (5) days in advance.

ARTICLE 9
Grievance and Advisory Arbitration Procedure

Section 1. Definitions

- 1.1 A grievance is any alleged violation of this Agreement or any dispute with respect to its meaning or application.
- 1.2 An employee is any individual within the collective bargaining unit covered by this Agreement.
- 1.3 An aggrieved party or grievant is an employee, or group of employees.

- 1.4 Probationary employees covered by this Agreement may be disciplined or discharged at the sole discretion of the School District and shall not have the right of relief pursuant to the grievance procedure contained herein.
- 1.5 The grievance and advisory arbitration procedure in this Agreement shall be the only such grievance procedure available to employees covered by this Agreement.
- 1.6 It is expressly understood and agreed by the parties that the grievance and arbitration procedure provided for in this Agreement is in lieu of action permitted by, or required of, the employer under any Article of State or Local Civil Service Law or rules.
- 1.7 The purpose of this Article is to provide the sole method for the settlement of grievances as defined herein and such grievances shall be settled in accordance with the following procedure:

Section 2. Basic Principles

- 2.1 Throughout all stages of the grievance the aggrieved employee shall be allowed to have a representative.
- 2.2 During all procedural stages each party to a grievance shall have access at reasonable times to all written statements and records pertaining to the case.
- 2.3 Employees shall not leave their duty stations to discuss or process grievances unless they have requested and received permission to do so from the Superintendent.
- 2.4 All hearings shall be confidential and conducted in private.
- 2.5 The supervisor shall have the responsibility to consider promptly each grievance in his jurisdiction, and to make a determination within the time limits specified.
- 2.6 Compliance with the provisions of section 3 and section 4 shall constitute a condition precedent for the submission of a grievance at the next stage or for filing and serving a demand for arbitration.

Section 3. Procedures

Step 1: Informal Grievance – Immediate Supervisor

Should the aggrieved employee fail to comply with the time limits set forth below the grievance shall be declared null and void and no further processing of the grievance shall be permitted. If the School District representative fails to comply with the time limits, the grievance shall automatically move to the next stage.

Grievances shall be presented orally by the aggrieved employee to his/her immediate supervisor (regardless of whether that supervisor is a member of the negotiating unit) with or without his/her Association representative, at the employee's option, and within five (5) working days from the

date of knowledge of the cause of occurrence giving rise to the grievance. If discussion of the grievance with the immediate supervisor does not result in resolution of the grievance, then:

Step 2: Written Grievance – Departmental Supervisor or Business Administrator

All written grievances shall include the name and position of the aggrieved employee, the identity of the provision of this Agreement involved in the said grievance, the time when and the place where the alleged events or conditions constituting the grievance existed, the identity of the person responsible for causing the said events or conditions, if known to the aggrieved person, and a detailed statement of the nature of the grievance and the redress sought by the aggrieved employee.

The aggrieved employee shall submit his/her signed written grievance, using the provided grievance form, to the next level of supervision within his/her department or the Business Administrator within ten (10) working days from the date of the initial discussion of the grievance with his/her immediate supervisor. If the level of supervision described above is the Superintendent of Schools, Step 2 and Step 3 shall be combined. After receipt of a written grievance at this step, the supervisor receiving the grievance shall convene a meeting, within ten (10) working days of the date the written grievance was received by him/her, between the aggrieved employee, his/her Association representative and the supervisor or other representatives of the Employer for the purpose of resolving the grievance. If the grievance is not resolved as a result of this meeting then, not later than ten (10) working days following the date the meeting occurred, the Employer will deliver to the aggrieved employee and his/her Association representative its decision on the grievance in writing. If that decision is unacceptable to the employee, then within three (3) working days the employee may appeal to

Step 3: Written Grievance - Superintendent of Schools

The aggrieved employee may then submit his/her grievance on the prescribed grievance form, to the Superintendent, who within ten (10) working days after he/she receives the written grievance will convene a meeting between the aggrieved employee, his/her Association representative and the Superintendent of Schools or other representatives of the Employer, for the purpose of resolving the grievance. If the grievance is not resolved as a result of this meeting, then not later than ten (10) working days following the date the meeting occurred, the Superintendent of Schools, will deliver to the aggrieved employee and his/her Association representative his/her decision on the grievance in writing.

Step 4: Advisory Arbitration

1. In the event that a grievance is unresolved after being processed through all of the steps of the grievance procedure, or having moved through the grievance procedure by default, then not later than ten (10) calendar days after the third step procedures are complete, or ten (10) calendar days after the time limits required by the steps in the grievance procedure have run, the Association may submit the grievance to arbitration by requesting the services of the American Arbitration Association and serving a demand for arbitration upon the District.

Submission of a grievance to Advisory Arbitration shall constitute the sole means for the employee and/or the Association to resolve the grievance. All other courses of action or remedies shall be barred. Election of an alternative course of action or remedy prior to the submission of a grievance to Advisory Arbitration shall be considered to be a waiver of the right of an employee and/or the Association to thereafter seek recourse by means of the grievance procedure.

2. The Arbitrator shall have no power to alter, modify, add to, or subtract from the provisions of this Agreement.
3. The Arbitrator shall not usurp the functions of the Board of Education under the law.
4. The Arbitrator's recommendation shall not be contrary to or extend any provision of law, or any other rule or regulation having the force and effect of law.
5. The Arbitrator shall not order back pay in any case for a period of more than sixty (60) working days prior to the date the grievance was initiated. All awards of back pay shall be limited to the amount of wages the employee would have earned from his/her employment with the Employer but not in excess of the period above defined, less any other compensation for personal services that he/she has received from any source during said period. Nothing herein shall preclude the Employer from granting additional awards of back pay beyond the above time limits in cases involving extraordinary circumstances.
6. No decision of an Arbitrator or of the Employer in any grievance shall create the basis for retroactive adjustment, or other adjustment, in any other case.
7. No Arbitrator shall decide more than one grievance on the same hearing or series of hearings except by mutual agreement between the parties.
8. The Arbitrator's recommendation shall set forth his findings of fact, reasons and conclusions of law on only that issue submitted for determination.
9. The Arbitrator's recommendation shall be advisory.
10. The fees and expenses of the Arbitrator, and the costs of the hearing room, shall be shared equally by the Employer and the Association. All other expenses shall be borne by the party incurring them. Neither party shall be responsible for the other party's share of the divided costs nor of the expenses of witnesses or participants called by the other.

Step 5: Board of Education

The Board of Education and the Superintendent of Schools shall at the next regularly scheduled meeting of the Board, occurring after receipt of the recommendation, review the recommendation of the Advisory Arbitrator and make a final determination of the grievance.

**WEEDSPORT CENTRAL SCHOOL DISTRICT UNIT 6265-00
OF CAYUGA COUNTY LOCAL 806
CIVIL SERVICE EMPLOYEES ASSOCIATION INCORPORATED,
LOCAL 1000 AFSCME, AFL-CIO**

Grievance Statement

Name: _____ **Date of Hire:** _____

Job Title: _____ **Telephone:** _____

Building: _____ **Department:** _____

Date of Occurrence of Grievance: _____, 20 _____

Contract Articles Violated: _____

Description of Grievance - Include name(s), date(s), location and description of what happened.

Remedy Sought:

Employee's Signature: _____ **Date:** _____

Step 1 Informal grievance – Immediate Supervisor:

Date: Submitted to Immediate Supervisor: _____

Supervisor's Response:

Sustained: _____

Rejected: _____

Comments: (if any)

Grievant's Signature: _____ **Date Received:** _____

The decision is satisfactory: (Yes or No) _____

I wish to appeal the above decision. (Yes or No) _____

Step 2 Written Grievance – Departmental Supervisor or Business Administrator:

Date: Submitted to Departmental Supervisor or Business Administrator: _____

Departmental Supervisor's or Business Administrator's Response:

Sustained: _____

Rejected: _____

Comments: (Use extra pages if necessary)

Grievant's Signature: _____ **Date Received:** _____

The decision is satisfactory: (Yes or No) _____

I wish to appeal the above decision. (Yes or No) _____

Step 3 Written Grievance – Superintendent of Schools:

Date: Submitted to Superintendent of Schools: _____

Superintendent of Schools' Response:

Sustained: _____

Rejected: _____

Comments: (Use extra pages if necessary)

Grievant's Signature: _____

Date Received: _____

The decision is satisfactory: (Yes or No) _____

I wish to appeal the above decision. (Yes or No) _____

Step 4 Advisory Arbitration:

Date Advisory Arbitration Demanded: _____

Advisory Arbitrator's Recommendation:

Sustained: _____

Rejected: _____

Comments: (Describe recommendation - Use extra pages if necessary and attach copy of recommendation)

Grievant's Signature: _____

Date Received: _____

The decision is satisfactory: (Yes or No) _____

I wish to appeal the above decision. (Yes or No) _____

Step 5 Board of Education:

Date Advisory Arbitration Demanded: _____

Advisory Arbitrator's Recommendation:

Sustained: _____

Rejected: _____

Comments: (Describe recommendation - Use extra pages if necessary and attach copy of recommendation)

Grievant's Signature: _____

Date Received: _____

The decision is satisfactory: (Yes or No) _____

Note: A mutually agreed upon equivalent form may be used to submit grievances.

ARTICLE 10
Discipline and Discharge Procedure

The following procedures shall be utilized for disciplinary and discharge matters for all employees covered by this Agreement who have completed their initial probationary employment and at least two (2) years of regular employment with the District and who are not otherwise subject to the provisions of section 75 of the Civil Service Law.

1. Any dispute with respect to the discipline, fine, suspension or discharge of a non-competitive or labor class civil service employee who has achieved permanent status and has at least two (2) years of regular employment with the District and who is not eligible for a hearing pursuant to Section 75 of the Civil Service Law may be processed in accordance with the procedures contained herein.
2. Within five (5) business days of the decision of the Superintendent of Schools to discipline, fine, suspend an employee with or without pay, or discharge the employee, the employee may appeal in writing to Advisory Arbitration in accordance with the provisions of Article 9, Section 3, Step 4. The employee may be represented at the hearing.
3. The Board of Education and the Superintendent of Schools shall at the next regularly scheduled meeting of the Board, occurring after receipt of the recommendation, review the recommendation of the Advisory Arbitrator and make a final determination of the grievance. The Board of Education shall render its decision within fifteen (15) business days after the completion of the review.
4. The District reserves the right to implement the discipline or suspend an employee with or without pay pending a final decision of the Board of Education.
5. Where a non-competitive or labor class civil service employee commences the resolution of a dispute involving discharge or suspension under the foregoing procedure, he or she will not be entitled to any other contractual method of resolve. Any other procedural rights under this contract will be specifically waived by the employee(s).

ARTICLE 11
Vacation

Vacation time is available for twelve month employees, as stated below:

From the date of hire until a unit member has been continuously employed for one fiscal year (7/1 to 6/30), a newly employed unit member earns vacation credits at the rate of ½ day per month completed.

After continuous employment for one fiscal year (7/1 to 6/30), vacation will be ten (10) work days.

After two years..... 11 days
After three years..... 11 days
After four years..... 12 days

After five years..... 12 days
 After six years..... 13 days
 After seven years.....13 days
 After eight years..... 14 days
 After nine years..... 14 days
 After ten years..... 15 days
 After eleven years..... 16 days
 After twelve years..... 17 days
 After thirteen years.....18 days
 After fourteen years.....19 days
 After fifteen years.....20 days

All requests to use vacation time must be submitted in writing at least one week prior to the date on which the vacation time is to be taken. Employees shall not be permitted to use vacation time on High School Commencement Day unless the employee has children or grandchildren graduating on High School Commencement Day.

ARTICLE 12
Holidays

Section 1.

All employees covered hereunder shall be entitled to the following paid holidays provided they are scheduled to work during the period that the holiday occurs:

Ten Month Employees	Twelve Month Employees
	4th of July
	Labor Day
Columbus Day	Columbus Day
Veterans' Day	Veterans' Day
Thanksgiving Day	Thanksgiving Day
Day after Thanksgiving	Day after Thanksgiving
1/2 Day Christmas Eve	1/2 Day Christmas Eve
Christmas Day	Christmas Day
1/2 Day New Year's Eve	1/2 Day New Year's Eve
New Year's Day	New Year's Day
Martin Luther King Jr. Day	Martin Luther King Jr. Day
President's Day	President's Day
Good Friday	Good Friday
Memorial Day	Memorial Day
Juneteenth	Juneteenth
	1 Floating Day

(Total- 12 Holidays)

(Total- 15 Holidays)

Section 2.

If a holiday falls on a Saturday, the preceding Friday shall be celebrated as the paid holiday, and if a holiday falls on a Sunday, the following Monday shall be celebrated as the paid holiday. If a holiday falls on a day when school is in session, and there is a conflict with the Board adopted school calendar or the school calendar requires services to be performed, the Superintendent of Schools and the CSEA Unit President shall decide upon an alternative day off. Employees shall not be permitted to use vacation time on High School Commencement Day unless the employee has children or grandchildren graduating on High School Commencement Day. [For clarification, this is only specific to High School Commencement Day and not college commencements.]

ARTICLE 13

Jury Duty

In the event an employee is called for jury service, he/she shall be excused from work for each such day on which he/she serves or reports to serve. The employee shall be paid the difference between his/her base jury fee (exclusive of travel allowance) and the daily wage he/she would ordinarily receive as an employee of the School District, unless the jury time served is not part of the employee's normal work day. In the event that an employee is able to perform regularly scheduled duties, he/she shall be expected to do so and shall be fully compensated without reference to the above computation for concurrent Jury Service.

ARTICLE 14

Sick Leave, Personal Leave, Funeral Leave

Section 1. Sick Leave

Sick Leave shall be granted at the rate of twelve (12) days annually for twelve (12) month full time employees. This leave shall be granted for personal illness of the employee. Part-time employees, those employees working ten-months and twenty-five hours per week will be entitled to ten (10) days annually. Part-time employees, those employees working ten (10) months and/or less than five hours per day or twenty-five (25) hours per week will be entitled to five (5) days annually.

Each member of the negotiating unit shall be allowed to use up to twelve (12) days per school year from his or her personal sick leave, which is provided for that school year, for illness in his or her family requiring the absence of the employee. This leave shall be deducted from the employee's personal sick leave, as provided herein.

All employees covered shall be able to accrue up to 180 sick days. The Employer may require the employee to submit satisfactory verification of illness if the employee is absent for three (3) consecutive work days or longer. An employee's failure to submit satisfactory verification of illness, when requested by the District, after an absence for three (3) consecutive work days or longer, may result in an uncompensated leave for the time taken by the employee.

Section 2. Personal Business Leave

- 2.1 Two (2) working days per year with pay, non-cumulative, for personal reasons, shall be allowed upon application by the employee. This leave is available when absence is necessary due to illness in the immediate family, or for other important personal business as specified in section 2.2, which cannot be transacted at a time other than regular working hours.
- 2.2 Approval for personal business leave shall be granted by the Superintendent of Schools or designee for the following reasons:
1. Real estate closings
 2. Bank appointments for loans, etc.
 3. Income tax proceedings
 4. Adoptions
 5. Probate of wills
 6. Court appearances
 7. Graduation of the employee, spouse, or child
 8. Transporting child to and from college
 9. Weddings in immediate family
 10. Appointments with a lawyer, doctor or dentist
 11. Participation in funeral as a volunteer driver or pall bearer
 12. Funerals of relatives or close friends
- 2.3 Other personal business reasons may be approved at the sole discretion of the Superintendent of Schools or designee.
- 2.4 Up to two (2) unused personal business leave days per year may be converted to sick leave at the end of the year.
- 2.5 Personal business leave shall not be used for social or recreational purposes, for seeking other employment, for litigation against the School District, or on the days before or after a holiday, vacation or recess period.

Section 3. Funeral Leave

In the event of death of one of the following members of an employee's family: parents, including foster or step-parents; grandparents; spouse; child; grandchild; brother or sister; mother-in-law or father-in-law; brother-in-law; sister-in-law; aunt; uncle or other relative who is a member of his/her household, the employee shall be excused from work for up to five (5) days, commencing with the day of death, and shall be paid on a daily rate basis for all lost days.

Leave for death in the family shall be taken at a time proximate to the date of death, funeral, or burial.

Section 4. Leave Accrual Statement

The District agrees to provide each employee in the negotiating unit a statement indicating the status of vacation and sick leaves available to the employee. Such statement shall be provided annually not later than October 1st of each school year.

Section 5. Unpaid Leave of Absence

The Superintendent, at his/her discretion, may grant an unpaid leave of absence to any non-instructional employee who has exhausted his or her sick leave or personal leave. Consideration will be given to the impact of granting such a leave upon the educational program of the District.

Section 6. Sick Leave Bank

The parties agree that a request for donation of accumulated sick leave time to an employee who has exhausted his or her leave entitlements as a result of a serious, major illness or injury may be made in the negotiating unit on a case by case basis. Requests for the establishment of donated sick leave to an employee shall be made in writing to the Superintendent of Schools by the Unit President. The Superintendent of Schools shall consult with the Unit President and review any request on a case by case basis. The Superintendent of Schools shall have discretion to approve or disapprove the request. In considering the request the Superintendent shall review such factors as length of service to the School District, attendance records and evaluations of the employee amongst other relevant factors. If the request is approved, the Superintendent may establish reasonable conditions or limitations including, but not limited to, the number of days to be donated or used.

ARTICLE 15

Workers' Compensation Benefits

All employees within the bargaining unit shall be covered under the provision of the New York State Workers' Compensation Law, and be entitled to any and all benefits contained therein. Disputes concerning Workers' Compensation benefits or determinations of the Workers' Compensation Board shall not be subject to the grievance procedures contained within this Agreement.

ARTICLE 16

Hours of Work and Work Week

Section 1.

Work hours are scheduled by the Superintendent of Schools or designee.

The normal work week for full time twelve (12) month employees such as Custodial Workers, Senior Custodial Workers, Head Building Maintenance Person, Automotive Mechanic Foreperson, Automotive Mechanics, Automotive Mechanic Helpers, Custodians, and Groundskeeper/Building Maintenance Person shall be 40 hours of work for twelve (12) month employees.

Hours for ten (10) month Teacher Aides shall be as designated by the Superintendent of Schools but shall normally range from four (4) hours each work day to seven and one-half (7.5) hours each work day. Hours for one-to-one Teacher Aides shall be as assigned.

Hours for ten (10) month School Bus Drivers shall be as designated by the Superintendent of Schools, but the normal work week for a regularly appointed School Bus Driver who drives a double trip in the morning and a double trip in the afternoon shall be credited at twenty-five hours.

Change in work schedules will be discussed with the employee affected.

Section 2. Snow Days/Emergency Closing

During a full day emergency closing, Bus Drivers and Aides will not be required to report for work. Custodial Workers, Automotive Mechanics and maintenance staff will report as soon as possible as has been done in the past. In the case of Automotive Mechanics and Custodial Workers, if the employee makes an honest effort to get to work and cannot make it because of weather, the employee may request the day to be used as a vacation day or make other arrangements to make up the time that are acceptable to the Superintendent of Schools.

ARTICLE 17
Salary/Wage Rates and Longevity

Section 1. Wages

Refer to annual wage increases below.

1. Effective July 1, 2021, all returning bus drivers and student aides covered by this Agreement shall receive a \$5.00 per hour increase over their 2020-2021 school year rate. All other employees covered by this Agreement shall receive a 2.75% increase over their 2020-2021 school year rate.
 - a. In addition, effective July 1, 2021, any bus mechanic who drives a regular school bus run (except for driving as part of mechanic duties; not sports run) 20 or more hours per month, shall receive an additional stipend of \$150.00 for that month.
2. Effective July 1, 2022, all employees covered by this Agreement shall receive a 3.00% increase over their 2021-2022 school year rate.
3. Effective July 1, 2023, all employees covered by this Agreement shall receive a 3.25% increase over their 2022-2023 school year rate.

Section 2. Minimum Hourly Wage Hiring Rate

	2021-22	2022-23	2023-24
Groundskeeper/Building Maintenance Person	\$13.91	\$14.12	\$14.35
Head Building Maintenance Person	\$21.74	\$22.07	\$22.43
Custodial Worker	\$13.91	\$14.12	\$14.35
Senior Custodial Worker	\$15.29	\$15.52	\$15.77
School Bus Driver	\$21.02	\$21.34	\$21.68
Automotive Mechanic Foreperson	\$25.52	\$25.90	\$26.32
Automotive Mechanic	\$18.71	\$18.99	\$19.30
Automotive Mechanic Helper	\$14.84	\$15.06	\$15.31
Student Aide	\$17.50	\$17.76	\$18.05
Teacher Aide	\$12.67	\$12.86	\$13.07

Section 3. Longevity

Any employee who has completed ten (10) years of service with the District shall receive a total of \$350 in addition to his/her wage or salary each year.

Any employee who has completed fifteen (15) years of service with the District shall receive an additional \$100 for total of \$450 in addition to his/her wage or salary each year.

Any employee who has completed twenty (20) years of service with the District shall receive an additional \$150 for total of \$600 in addition to his/her wage or salary each year.

Section 4. Flexible Spending Plan

The Weedsport Central School District shall implement a flexible spending plan for health and dental insurance premium payments; health care costs, as soon as feasible. The flexible spending plan will be subject to the requirements of the Internal Revenue Code and Regulations.

Section 5. Tax Sheltered Annuity

Effective July 1, 2000, or as soon as feasible, the District shall make available a §403-b IRC tax sheltered annuity program.

Section 6. Direct Deposit

Effective July 1, 2021, all bargaining unit members must enroll in direct deposit. The District will print a paystub if requested each pay period and will provide a computer and time during work hours for employees to view their paystub.

The direct deposit will be subject to the following conditions:

1. Members of the negotiating unit must select the bank they desire to use on or before September 30 of each school year.
2. Eligible banks will be mutually agreed upon by the parties.
3. The bank(s) selected must have the capability to receive the electronic communications format used by the School District.
4. Once a member of the negotiating unit selects a bank, the selection shall continue in effect during the member's employment with the School District for the remainder of the school year, thereafter from school year to school year unless the member gives written notice to the School District business office prior to July 1.
5. Newly employed members of the negotiating unit who are first employed after September 1, in any given school year will be permitted to select a bank from the list of eligible banks for direct deposit within thirty (30) days of the effective date of employment.
6. It is agreed that the Association, any members of the negotiating unit participating in the direct deposit program shall indemnify and save harmless the Board of Education, its officers and employees from any and all manner of claims, demands, suits, actions and any other form of liability which may arise against the Board, its officers and employees out of or by reason of the direct deposit program provided for hereunder.

ARTICLE 18
Pay for Night Duty

Employees covered hereunder shall receive an additional seven hundred dollars (\$700.00) to base salary if assigned to School District responsibilities wherein the major portion of time on the job is spent after 4:00 p.m. and prior to 8:00 a.m. the following day.

ARTICLE 19
Pay For Overtime or Extra Duty

The School District shall pay any employee overtime pay according to the following schedule:

1. The School District shall have the right to allocate overtime. Any overtime assigned by the School District shall be allocated to employees on a fair and equitable basis. It is

understood that in emergency conditions that the School District may have to deviate from the conditions herein in order to perform services.

2. If any employee works in excess of forty (40) hours in any work week, Monday through Friday, he/she shall receive one and one-half (1 1/2) times his/her hourly rate for such authorized hours work in relation to the minimum 40 hours of work in a given work week. To be eligible for overtime pay, a person who is paid for sick time or other approved purpose is considered to be constructively present.
3. Employees who are called out on emergency duty shall be paid at a rate to be computed at one and one-half (1 ½) times the employee's regular rate. Any employee who is called out shall be entitled to be compensated for actual hours worked or in the event the actual hours worked are less than two (2) hours shall receive compensation for two (2) hours. In lieu of the time and one-half rate for overtime work, the employee may request that the employer consent to compensatory time off at a rate of time and one-half in hours, at a mutually agreeable time and date. All requests to use compensatory time must be submitted in writing at least one week prior to the date at which time is to be taken. In no event shall an employee accumulate more than forty (40) hours of compensatory time. Compensatory time must be used prior to the following fiscal year. Any unused compensatory time balances shall be paid at the end of the fiscal year.
4. All paid time off approved in advance, where possible, such as sick leave, personal leave, and vacation leave shall count as time worked in the computation of overtime.
5. Employees who are not regularly scheduled to work and who are called in to work shall be granted a minimum of two (2) hours work. This provision does not apply to schedule adjustments or work shift extensions.
6. Overtime assignments, which are to be performed inside the Weedsport Junior – Senior High School Building or inside the Weedsport Elementary Building shall be provided on a fair and equitable basis. In the event the eligible employee declines an offer of overtime, the District may offer the overtime to other employees. If no employee accepts the offer of overtime, the District can assign the work.

The foregoing shall apply to special jobs or projects but not apply in an instance where an employee is held over to finish a pre-assigned job or in the event of an emergency situation as determined by the District.

ARTICLE 20 **Health Insurance**

Section 1. Health Insurance

- 1.1 The District agrees that all members of the negotiating unit employed on or before June 30, 2001, and who are regularly scheduled to work twenty-five (25) hours or more a week will receive health and dental insurance benefits as provided through the Cayuga/Onondaga Area School Employees' Health Care Plan or another plan or insurance policy selected by

the District. An employee who is regularly assigned to work fifteen (15) or more hours a week may participate in the health care plan provided he or she pays the full amount of the premium. Members of the negotiating unit employed on or before June 30, 2001, and thereafter, increase their hours so that they are regularly scheduled to work twenty-five (25) or more hours a week shall continue to be subject to the terms of this paragraph.

For members of the negotiating unit actively employed on or after July 1, 2001, and appointed on or before June 30, 2015, the District agrees that all such members of the negotiating unit who are regularly scheduled to work twenty-five (25) hours or more a week will receive health and dental insurance benefits as provided through the Cayuga/Onondaga Area School Employees' Health Care Plan or another plan or insurance policy selected by the District. An employee who is regularly assigned to work twenty (20) or more hours a week may participate in the health care plan provided he or she pays the full amount of the premium.

For members of the negotiating unit appointed and actively employed on or after July 1, 2015, the District agrees that all such members of the negotiating unit who are regularly scheduled to work twenty-five (25) hours or more a week will receive health and dental insurance benefits as provided through the Cayuga/Onondaga Area School Employees' Health Care Plan or another plan or insurance policy selected by the District. An employee who is regularly assigned to work twenty (20) or more hours a week may participate in the health care plan provided he or she pays the full amount of the premium. Members of the negotiating unit appointed and actively employed on or after July 1, 2015 shall be eligible to receive coverage through the Modified Traditional Plan or another plan or insurance policy selected by the District that provides a schedule of benefits that is equivalent to or better than the benefits contained in the health insurance program in effect as of July 1, 2015.

It is expressly understood and agreed that the District shall have the right to select the insurance carrier or self-fund the schedule of benefits. The District shall have the right to select the insurance carrier or health care plan as long as the schedule of benefits is equal to or better than the benefits contained in the health insurance program in effect as of June 30, 1980 for the members of the negotiating unit actively employed on or before June 30, 2015. The District shall have the right to select the insurance carrier or health care plan for the members of the negotiating unit appointed and actively employed on or after July 1, 2015, as long as the schedule of benefits is equivalent to or better than the benefits contained in the health insurance program in effect as of July 1, 2015.

For members of the negotiating unit actively employed on or before June 30, 2001, the following premium benefits shall be applicable:

Individual: The District pays 100% of the premium per year, per individual.

Family: The District pays 85% of the premium per year for dependent coverage.

For members of the negotiating unit actively employed on or after July 1, 2001, the following premium payment benefits shall be applicable effective July 1, 2011:

Individual: The District pays 80% of the premium per year, per individual.

Family: The District pays 80% of the premium per year for dependent coverage.

For members of the negotiating unit actively employed after October 9, 2012, the following premium payment benefits shall be applicable:

Individual: The District pays 75% of the premium, per year, per individual, for the first five years of employment. At the beginning of the employee's sixth year of employment with the District, the District will pay 80% of the premium, per year, per individual.

Family: The District pays 75% of the premium per year for dependent coverage for the first five years of employment. At the beginning of the employee's sixth year of employment with the District, the District will pay 80% of the premium per year for dependent coverage.

For any member of the negotiating unit not currently enrolled in the health insurance plan or any member who has dropped out of the health insurance plan and later decides to enroll, the following premium payment benefits shall be applicable after ratification of the contract:

Individual: The District pays 75% of the premium, per year, per individual, for the first five years of enrollment or re-enrollment. At the beginning of the employee's sixth year of participation in the health insurance plan, the District will pay 80% of the premium per year, per individual.

Family: The District pays 75% of the premium per year for dependent coverage for the first five years of enrollment or re-enrollment. At the beginning of the employee's sixth year of participation in the health insurance plan, the District will pay 80% of the premium per year for dependent coverage.

- 1.2 Should the Board of Education change health care insurance carriers, or self-fund, it will continue the same percentage contribution, as provided for in this Article, to the new carrier or self-funding program and will give the Association a thirty (30) day advance notice before self-funding or changing carriers.
- 1.3 If it appears likely that the total cost of any healthcare plan offered to unit members will exceed the amounts established by the Affordable Care Act Cadillac Tax, the parties

agree to promptly meet and negotiate the impact of that tax with the goal of limiting potential costs to the District and the unit members.

- 1.4 Effective upon the signing of this Agreement, the Weedsport Central School District will pay one hundred percent (100%) of the monthly health care insurance premium for individual coverage for any eligible unit member who was initially employed by the District on or before June 30, 2001, and who retires under the terms of this Agreement, and pursuant to New York's Employee Retirement System with ten (10) or more years of continuous service to the District.

Effective upon signing of this Agreement, the Weedsport Central School District will pay eighty-five percent (85%) of the monthly health care insurance premium for individual coverage for any eligible unit member who was initially employed by the District on or after July 1, 2001, and who retires under the terms of this Agreement, and pursuant to New York's Employee Retirement System with ten (10) or more years of continuous service to the District.

ARTICLE 21 **Retirement Benefits**

Eligible Employees covered under this Agreement shall be granted the retirement program under the New York State Employees Retirement System, known as 75I. The following options are also available:

1. Sick Leave option (41J).
2. Guaranteed minimum death benefit (60B)

ARTICLE 22 **Seniority, Posting, Lay-Off, and Probationary Period**

Section 1. Application of Article

- 1.1 The provisions of this Article shall be applicable only to non-competitive and labor class civil service employees except as provided in Section 11. Competitive class civil service employees shall be covered by the applicable provisions of the New York State Civil Service Law and the Rules or Regulations of the Cayuga County Civil Service Commission. Further, disputes with respect to the application of the Civil Service Law or Rules or Regulations of the Cayuga County Civil Service Commission to employees classified as competitive shall not be subject to the grievance procedure.
- 1.2 No displacement, promotion, transfer, or recall shall be contrary to provisions of the Civil Service Law or the Rules of the Cayuga County Civil Service Commission. Any action taken which is contrary to law shall be void.

Section 2. Seniority

- 2.1 Seniority is that length of uninterrupted continuous service in a noncompetitive or labor class job classification in the negotiating unit which will prevail in the case of reduction in force, lay-off, and recall. Seniority shall not be applicable to any casual, seasonal, temporary, or substitute employee.
- 2.2 The District will provide a seniority list to the Unit President once each year.
- 2.3 Noncompetitive and labor employees who have been laid off shall neither lose nor gain seniority during a period of layoff.

Section 3. Job Posting

- 3.1 Within ten (10) working days of the date a new job is created or within ten (10) working days of a job becoming vacant in the bargaining unit and which the District decides to fill, the School District shall post the position in the employees' work area for a period of five (5) working days. The posting will show at least the following:
 - 3.1.1 Job title
 - 3.1.2 Location of work
 - 3.1.3 Starting wage rate and/or range of compensation
 - 3.1.4 General Duties
 - 3.1.5 Qualifications and eligibility standards
 - 3.1.6 Date of post and date post is to be removed
- 3.2 During July and August vacancies and job posting announcements will be mailed to the home address of the CSEA Unit President.
- 3.3 All job posts will originate in the Office of the Superintendent or his designee. Building Principals or a designated supervisor will be responsible for placing and removing posts. All posts will be returned to the office of the Superintendent for further action.
- 3.4 Applicants must apply for jobs by submitting an application form to the Superintendent of Schools or his designee. The District shall provide the form.
- 3.5 Any employee who fails to apply for a posted job, as provided, will be considered as having waived his rights, if any, as regards to the filling of such a job at that time.

Section 4. Standards for Awarding Job

- 4.1 Except for Bus Drivers and as provided in Section I where a job vacancy is filled because of bidding, promotion, reduction in force, lay-off, or recall, the following standards will govern:
- 4.1.1 Demonstrated skill and ability to perform the work required on the job involved in a reasonably efficient manner.
 - 4.1.2 The worker has the capacity to meet the physical requirements of the job.
 - 4.1.3 Length of service.

Where skill and ability are equal and the employee has met the above conditions, the most senior noncompetitive or labor class employee, who has applied for the position, will be given preference. Based upon the needs of the vacancy, the District reserves the right to fill the vacant position by hiring a new employee.

Section 5. Bus Driver Bidding and Awarding of Annual Runs

- 5.1 The School District agrees to post available runs at an annual bid meeting and to permit persons currently employed to apply for or bid available runs.
- 5.2 The bidding will be conducted at a bid meeting during the scheduled school year. The date and time of the bid meeting will be set by the District by written notice of such bid meeting by first class mail to the last known address of the Bus Driver on file with the District office and by mailing a copy of the notice of bid meeting to the Unit President. Such notice of bid meeting will be mailed at least seven (7) calendar days in advance of such bid meeting.
- 5.3 Insofar as feasible, the bid meeting date and time will not be set so as to conflict with other School District work required duties and activities such as school orientation meetings. A Bus Driver who does not have the ability to attend the bid meeting because of illness, death in family, jury duty, or for other valid reason acceptable to the Superintendent of Schools or designee, may designate in writing another unit member to attend and bid on his or her behalf. Bus Drivers who do not attend the bid meeting or who prior to the meeting have not submitted written notice of their inability to be present will be assigned a run by the District.
- 5.4 The School District further agrees that newly established permanent runs that are to be performed by School District employees on or after the date of bidding as provided in paragraphs "5.1" and "5.2" above shall be assigned in a manner that insofar as feasible equalizes work for School Bus Drivers working less than twenty-five (25) hours a week.
- 5.5 The assignment of permanent runs will be for those runs established between the date of the bid meeting as completed pursuant to paragraphs "1" and "2" above and June 30th of each year of this Agreement.

Section 6. Extra-Curricular School Trips

6.1 During the first week of school each year, Drivers will have the opportunity to add their names to the weekday and/or weekend lists from which the Transportation Supervisor shall make extra-trip assignments to Drivers who are eligible in seniority order beginning each September.

Any Driver wishing to add his/her name to either or both of the lists during the school year may do so, with that Driver's name being placed in proper seniority order on the lists. Any Driver wishing to remove his/her name from either or both of the lists may do so at any time. If a Driver has had his name removed from either or both of the lists during the school year, he or she may add his or her name back into the lists for a second time. However, once a name is removed from either or both of the lists for a second time, it may not be added to the lists for the remainder of the school year.

6.2 The Driver will not be charged with a refusal if they have not been contacted. Drivers refusing any extra trip will go to the bottom of the list. Four (4) refusals in a row will result in the Driver's name being removed from that list for the remainder of the semester.

6.2.1 A Driver will have at least one day's notice for an extra-trip before being charged with a refusal.

6.2.2 If an extra-trip is canceled at least one day in advance, the Driver whose trip is canceled will be offered the next available trip, and the list will resume where it left off.

6.3 A Bus Driver may not drive extra-curricular trips if the trips interfere with the Driver's regularly scheduled run.

Section 7. Probationary Period

All employees covered by this Agreement including competitive, non-competitive and labor class employees shall be placed on a probationary period for fifty-two (52) weeks in a manner consistent with Civil Service Law.

Section 8. Qualifying Period for Promotions

Any employee within the bargaining unit who is promoted as provided by the provisions of this Article shall be given an eight (8) week qualifying period for the purpose of acquainting himself with and training himself in the job, and to establish his ability to meet the job requirements. If at the end of such eight (8) week period the Superintendent or his designee decides that such employee is not competent to meet the job requirements then the employee shall be transferred back to his former classification.

Section 9. Lay-Off Procedures

- 9.1 In the event of an abolition of a position(s), the following procedure shall apply:
- 9.1.1 All layoffs, reduction in force, job abolishment, and recalls of non-competitive and labor class employees shall be according to job classification seniority within a department. The least senior employee in the affected job classification within a department shall be the first to be laid off. Department as used herein means: (1) Bus Drivers, (2) School Bus Mechanics and School Bus Mechanic Helpers, (3) Custodial Worker and Cleaning, (4) Maintenance, or (5) Teacher Aides.
 - 9.1.2 If the employee whose position is abolished does not have sufficient seniority to displace in the same job classification, he/she shall have the right to displace the least senior employee in another non-competitive or labor class job classification on a bargaining unit wide basis provided the employee has the skill and ability to perform the work and possesses the minimum qualifications of the position as established by the Cayuga County Civil Service Commission Job Description.
 - 9.1.3 The displacement of employees, as stated in 9.1.2 above, shall continue until the employee is not able to displace a less senior employee in the negotiating unit, at which time the employee shall be laid off.
 - 9.1.4 Teacher Aides who are hired on or after July 1, 2000, and who at the outset of their employment are hired to work with a specific child shall not be subject to the provisions of Article 22 Layoff Recall. Other Teacher Aides may not displace a child specific aide in the event of a reduction in force or layoff.
 - 9.1.5 Prior to being laid off, the employee shall receive at least a two (2) week notice.
 - 9.1.6 The District shall provide the Association President with the name(s) of the employee(s) who are being laid off.

Section 10. Recall Procedure

- 10.1 Notification of recall shall be sent to the employee by certified or registered mail to the employee's last address on file with the District. The employee shall notify the District in writing within five (5) working days of receipt of the recall notice as to whether or not he/she will accept the recall. The employer must receive the written notice of acceptance of the recall within ten (10) work days. Failure of the employee to respond in writing on a timely basis or refusal of acceptance of the recall shall be considered a quit and the employee shall forfeit any and all recall rights.
- 10.2 Individuals will be afforded the opportunity only once to return to the District, and shall retain their right to recall and seniority prior to layoff, for a period not to exceed two (2) calendar years from the date of layoff.

Section 11. Transfer Right - Competitive Class Employees

11.1 When a new position is created or a job becomes vacant in the bargaining unit that would provide for a transfer of competitive class employees, the School District shall post the position for five (5) working days. The posting will state the following:

11.1.1 Job classification

11.1.2 Work location(s)

11.1.3 Anticipated hours of work

11.1.4 Date of post and date post is to be removed

11.2 All job posts will originate in the Office of the Superintendent or his designee. Building Principals and/or designated supervisors will be responsible for placing and removing posts. All posts will be returned to the Office of the Superintendent for further action.

11.3 Applicants must apply for jobs by submitting an application form to the Superintendent of Schools or his designee. The District shall provide the form.

Any employee who fails to apply for a posted job as provided, will be considered as having waived his or her rights, if any, with regards to the filling of such a job at that time.

11.4 All job posts for transfers shall be filled in accordance with the following criteria:

11.4.1 Demonstrated skill and ability to perform the work required on the job involved in a reasonably efficient manner.

11.4.2 The worker has the capacity to meet the physical requirements of the job.

11.4.3 Length of service.

Where skill and ability are equal and the employee has met the above conditions, the most senior competitive class employee who has applied for the position will be given preference. Based upon the needs of the vacancy, the District reserves the right to fill the vacant position by hiring a new employee from a certified list of eligibles or on a provisional basis if a certified list of eligibles is not available.

ARTICLE 23
Health and Safety

Employees who are required and do use their own tools will keep such tools in proper, safe working order and good repair.

Employees covered under this Agreement shall utilize appropriate protective safety equipment as may relate to promoting safety in the performance of their job duties.

Employees who are required to drive a vehicle in the performance of their regular work assignment shall maintain certification in the National Safety Council Defensive Driver Program. The expense for course fees related to initial certification, and thereafter for recertification at three (3) year intervals, will be reimbursed by the District upon submission of a course completion form.

After three (3) years of working as a full-time Bus Driver, the District will pay the difference between the CDL and the regular license for renewal.

ARTICLE 24 **Tuition Reimbursement**

The Board of Education will reimburse tuition costs for work-related courses taken at Cayuga Community College, BOCES, or other similarly accredited schools, subject to prior approval of the Superintendent of Schools or designee.

Employees must present written verification in the form of a receipt concerning the tuition cost and a statement from the school, or instructor, indicating that the course work was successfully concluded to be eligible for reimbursement.

Employees will be limited to reimbursement for one course per semester based upon a three semester academic schedule.

This benefit is available only to full-time and regular part-time employees in the negotiating unit who are regularly scheduled to work a minimum of twenty (20) hours per week.

ARTICLE 25 **General Considerations**

Section 1. **Uniforms**

The District will provide uniforms for custodians, building maintenance helper, and bus mechanics. Three (3) sets of work clothes will be purchased by the District for employees in the above job titles within a reasonable period of time after the commencement of employment. Thereafter, the employee shall receive one (1) new uniform each school year. Alternatively, the School District may elect to provide uniforms from a uniform service provider. The School District will select the style of uniforms after receiving input from affected employees.

Section 2. **Trip Incentive**

A School Bus Driver who drives an “out of District” extracurricular or co-curricular trip in excess of two hours shall be paid a \$12.00 “trip incentive” for each occurrence. This payment is to be added to the wages of the Bus Driver and paid in the Driver’s paycheck. If a qualifying trip lasts more than eight hours, the Bus Driver shall be entitled to two (2) trip incentives.

Section 3. Driver Safety Course

Each Bus Driver who attends a thirty (30) hour safety course shall be paid four hundred dollars (\$400.00) after completion of that course. The payment will be paid after six (6) months of employment with the District.

Section 4. Perfect Attendance Incentive

Effective July 1, 2021, the District will pay \$100 to any bargaining unit member who has perfect attendance July 1 – December 31 and for January 1 – June 30. The District will pay \$50 to any bargaining unit member who misses 1 day in each of the foregoing periods. Perfect attendance shall mean no use of sick leave, personal leave or unpaid leave.

Section 5. Certification Incentive

The District will provide an annual stipend of \$200 per certification for bargaining unit members who hold any of the following certifications:

- Certified Pool Operator
- OSHA Forklift Training
- Pesticide 3 and 7 Certifications (1 stipend for both)
- HVAC (specific to building systems)

Section 6. Bus Driver CDL Incentive

1. The District shall pay for an existing or newly hired bargaining unit member's bus driver applicant's permit fee and CDL License upgrade with passenger and school bus endorsements, as well as any coursework necessary to become a school bus driver. Any applicant shall be required to provide the District with documentation detailing the expenses for the foregoing fees before the District will provide payment.
2. As a condition to having the District pay for the fees set forth in paragraph 1, the parties agree that applicants subsequently hired by the District shall be required to serve as a bus driver (full or part-time) or a substitute bus driver for the District for a period of twelve (12) months, beginning on the date the applicant receives his/her CDL License upgrade with passenger and school bus endorsements.
3. The parties further agree that if a hired applicant shall fail to serve twelve (12) months for the District, that he/she shall be required to reimburse the District for all costs and expenses advanced to him/her by the District in accordance with this agreement. Repayment shall not be required if the District terminates or otherwise severs the hired applicant's employment.

Section 7. Referral Incentive

Any bargaining unit member who refers a job applicant (labor and non-competitive positions only) who is hired by the District will receive a one-time payment of \$100 when the new

employee starts, and another one-time payment of \$100 after the new employee completes 180 workdays.

This Referral Incentive will expire on June 30, 2024.

Section 8. Signing Bonus

New employees will receive a one-time payment of \$100 when they complete 90 workdays, and another one-time payment of \$100 after completing 180 workdays.

Experienced, licensed bus drivers will receive a one-time payment of \$200 when they complete 90 workdays, and another one-time payment of \$100 after completing 180 workdays.

This Signing Bonus will expire on June 30, 2024.

ARTICLE 26
Savings Clause

If any Article or part thereof of this Agreement or any addition thereto should be decided as in violation of any Federal, State or local law; or if adherence to or enforcement of any Article or part thereof should be restrained by a court of law, the remaining Articles of the Agreement or any addition thereto shall not be affected.

ARTICLE 27
Distribution of Negotiated Agreement

CSEA agrees to have this Agreement prepared and printed free of charge. The CSEA Unit President and the District will be supplied with as many copies of the printed contract as needed.

ARTICLE 28
Section 204-a Taylor Law

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

ARTICLE 29
Duration Clause and Application of Agreement

Section 1.

Except as otherwise provided within the provisions contained herein, this Agreement shall take effect on the date that it is ratified by both parties and it shall continue in full force and effect until

June 30, 2021. This Agreement shall apply to employees in the negotiating unit who are in active employment on the date that the Agreement is ratified or approved by both parties or employees who retired between July 1, 2018 and the date of approval of this Agreement.

Section 2.

The parties agree that all terms and conditions of employment and all negotiable items have been discussed during the negotiations leading to this Agreement and that negotiations will not be reopened at any time on said items, whether contained herein or not, during the life of this Agreement except for negotiations for a succeeding agreement. All terms and conditions of employment not covered by this Agreement shall continue to be subject to the District direction and control and shall not be the subject of negotiations until the commencement of the negotiations for a successor to the Agreement.

Section 3.

If any provision of the Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, or would tend to impinge upon or reduce in any way the duties or responsibilities of the Board of Education, as defined in Section 1709, 1711, 1804 or other sections of the Education Law pertaining to the duties and responsibilities of the Board of Education of Weedsport Central School District or the Superintendent of Schools, then such provision or application shall not be deemed valid or subsisting, but all other provisions or applications will continue.

Section 4.


Either party who wishes to initiate negotiations for a successor agreement shall make their intent known to the other party, in writing, not later than March 1st of the last year of this Agreement.


Parties have set their hand and seal this 2nd day of Sept 2021.
Weedsport Central School, Weedsport, New York

FOR THE WEEDSPORT CSD

**FOR THE CSEA
Weedsport Central School District
Unit 626500**


Shaun A. O'Connor
Superintendent
9/2/21
Dated


Jason David
Labor Relations Specialist
9-2-21
Dated


Lisa Utterback
CSEA Unit President
9/2/21
Dated

September 25, 2012

Ms. Terri Hoffmann
Labor Relations Specialist
Civil Service Employees' Association, Inc.,
Local 1000, AFSCME, AFL-CIO
Central Region Office
6595 Kirkville Road
East Syracuse, New York 13057

RE.: CSEA Vision Care

Dear Ms. Hoffmann:

The purpose of this letter is to explain the understanding of the parties with respect to the issue of vision care. The parties have agreed to investigate the implementation of a CSEA vision care program to be offered to employees of the Weedsport Central School District. The vision care program would be provided at the participating employee's expense through payroll deductions.

CSEA will establish a committee to review vision care plan options. The committee will be appointed within sixty (60) days of the approval of the negotiated agreement by both parties and will submit its recommendations concerning the implementation of a vision care plan no later than January 18, 2013.

The Solstice Vision Plan is offered through the CSEA Employee Benefit Fund. Interested employees would pay the full cost of the plan through payroll deductions. Any interested bargaining unit employee can join the plan.

Very truly yours,

Matthew R. Fletcher
Assistant Superintendent for
Personnel Relations

cc: Shaun A. O'Connor
Superintendent of Schools

September 25, 2012

Ms. Terri Hoffmann
Labor Relations Specialist
Civil Service Employees' Association, Inc.,
Local 1000, AFSCME, AFL-CIO
Central Region Office
6595 Kirkville Road
East Syracuse, New York 13057

RE.: Twice Monthly Payroll

Dear Ms. Hoffmann:

This side letter constitutes an agreement between the **CIVIL SERVICE EMPLOYEES' ASSOCIATION, INC., Local 1000, AFSCME, AFL-CIO** and the Weedsport Central School District with respect to the institution of a payroll system providing for payrolls to be made twice monthly at the business day at the middle of the month and the last business day of the month.

Effective upon the institution of twice monthly payroll systems for members of other negotiating units of the school district, the District shall have the discretion to implement a payroll system providing for twice monthly payrolls as follows:

The parties agree that effective with the implementation of a twice monthly payroll, paychecks will be distributed on a twice a month basis. Pay dates will occur on the 15th of the month or the preceding Friday if the 15th is a weekend or holiday and on the 30th of the month or the preceding Friday if the 30th is a weekend or holiday.

Normally, payday will fall between the 13th and 16th of the month and the 28th and 31st of the month. Exceptions are February and June. The second pay date in February could fall as early as the 26th. The last paycheck of the school year shall fall on the last teacher's workday in June.

If for some reason there had to be a deviation in the foregoing, then the parties will meet to discuss the issue in advance and mutually agree upon a resolution.

Very truly yours,

Matthew R. Fletcher
Assistant Superintendent for
Personnel Relations

MRF/dbd