

# AGREEMENT

by and between the  
SUPERINTENDENT OF SCHOOLS

of the  
AVOCA CENTRAL SCHOOL  
DISTRICT

and  
CSEA, LOCAL 1000 AFSCME,  
AFL-CIO

Avoca CSD Unit  
Steuben County Local 851

July 1, 2020 – June 30, 2024

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This Agreement is made pursuant to Article 14 of the Civil Service Law of New York State and entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 2020 between the Superintendent of Avoca Central School District, Avoca, New York, hereinafter referred to as the "District" and the Civil Service Employees Association, Inc., Local 1000, AFSCME, AFL-CIO, for the Avoca Central School District Unit of the Steuben County Local #851 hereinafter referred to as the "Union".

**Article 1**  
**RECOGNITION**

**Section 1**

The District hereby recognizes the Union as the sole and exclusive negotiating agent for all of the non-certificated employees of the District excluding those positions that are managerial and/or confidential as defined and/or determined under Article 14 of the Civil Service Law for the maximum period permitted by law upon the date of execution of this Agreement, but including teaching assistants, hereinafter referred to as "employees." The following managerial or confidential positions are excluded from the bargaining unit: Cafeteria Manager, Senior Account Clerk/Typist (Superintendent's Secretary, Business Office and/or District Treasurer), Account Clerk (Business Office), Director of School Facilities and Operations, and Transportation Director.

**Article 2**  
**MANAGEMENT RIGHTS**

**Section 1**

Any and all rights, powers and authority the Employer had prior to entering this Agreement are retained by the District, except as expressly and specifically abridged, delegated, granted or modified by this Agreement.

**Article 3**  
**UNION RIGHTS**

**Section 1**

The Union shall have the sole and exclusive right with respect to other employee organizations to represent all employees in the heretofore defined bargaining unit in any and all proceedings under the Public Employees' Fair Employment Act; under any other applicable law, rule, regulation or statute, under the terms and conditions of this Agreement; to designate its own representatives and to appear before any appropriate official of the District to effect such representation; to direct, manage and govern its own affairs; to determine those matters which the membership wishes to negotiate and to pursue all such objectives free from any interference, restraint, coercion or discrimination by the District or any of its

agents. The Union shall have the sole and exclusive right to pursue any matter or issue, including but not limited to, the grievance and appeal procedure in this Agreement and to pursue any matter or issue to any court of competent jurisdiction, whichever is appropriate.

#### **Article 4** **DURATION**

##### **Section 1**

This Agreement and any written amendments made and annexed hereto shall commence on July 1, 2020 and shall continue in full force and effect until midnight June 30, 2024.

#### **Article 5** **AGREEMENT**

##### **Section 1**

The District and the Union acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make proposals with respect to any subject or matter not removed by law from the area of collective negotiations.

##### **Section 2**

This document constitutes the entire Agreement between the parties and no verbal statement or other Agreement in whatever form, except an amendment to this Agreement in written form and annexed hereto and specifically designated as an amendment to this Agreement shall supersede or vary any of the provisions herein contained.

#### **Article 6** **UNION DUES AND NOTICES**

##### **Section 1**

The District shall deduct from the wages of employees and remit to the Civil Service Employees Association, Inc., 143 Washington Avenue, Albany, New York 12210, regular membership dues when a properly executed dues deduction form is submitted by the employee to the District. The District shall also deduct from the wages of employees' union-sponsored insurances and credit union authorization for those employees who have signed an appropriate payroll deduction authorization(s) permitting such deduction. For those union-sponsored insurances which require that the premium be remitted directly to the insurance company, the District will submit such deductions directly to the insurance

company. The District agrees to deduct and remit such monies exclusively for the Union as the recognized exclusive negotiating agent for the employees.

## **Section 2**

The District shall furnish the Union, upon request, a complete list of names, home addresses, work locations and position titles of all employees in the negotiating unit covered by this Agreement and will within five (5) work days notify the local unit president of any requests by a unit member to withdraw his or her authorization for dues deduction.

## **Section 3**

The Association will provide the Superintendent an updated list of Association leadership and contact information by July 1<sup>st</sup> of each school year and updated information if such leadership changes are made.

# **Article 7** **RETIREMENT**

## **Section 1**

The District shall provide the 20-year retirement plan known as the 75-I under the New York State Retirement System.

## **Section 2 – 41(j) Credit for ERS Employees**

The District shall provide the credit for unused sick leave pursuant to Section 41(j) of the law pertaining to the New York State Employees Retirement System.

## **Section 3 – Attendance Incentive**

- A.** An attendance incentive, as described in Article 7, Section 2(B) below will be paid by the employer as a non-elective contribution to the 403(b) account of each eligible employee.
- (1)** For an employee in the New York State and Local Employees' Retirement System to be eligible, such employee must:
- i)** Provide at least ten (10) years of consecutive District service within the bargaining unit; and
  - ii)** Retire from the District into the New York State Local Employees' Retirement System when the employee is first eligible for an undiminished pension from such an agency; and
  - iii)** Provide the District with at least twelve (12) months' irrevocable notice of such retirement.

- (2) For an employee in the New York State Teachers' Retirement System to be eligible, such employee must:
- i) Provide at least ten (10) years of consecutive District service within the bargaining unit; and
  - ii) Retire from the District into the New York State Teachers' Retirement System when first eligible for an undiminished pension from such agency or collect the service retirement benefit from the Social Security Administration when first reaching "full retirement age" pursuant to 20 CFR Part 404; and
  - iii) Provide the District with at least twelve (12) months' irrevocable notice of such retirement.
- B. The attendance incentive will be based on the following formula: number of hours worked per day at the time of retirement multiplied by the number of accumulated sick days at retirement multiplied by thirty dollars (\$30) to a maximum of twenty thousand dollars (\$20,000) per employee. For example, a 4-hour per day employee with 150 sick days at retirement would receive \$18,000. (4 x 150 x \$30 = \$18,000).

## **Article 8** **BULLETIN BOARDS**

### **Section 1**

The District shall make bulletin boards available at the following locations: a portion of the bulletin board located in the main office, a bulletin board to be placed in the teacher's lounge, a bulletin board to be placed in the kitchen, and a bulletin board to be placed in the bus garage. Such bulletin boards or portions thereof shall be for the exclusive use of the Union for announcement of meetings, posting of union bulletins, election notices and for any and all matters relative to union business and shall not be of a controversial nature.

## **Article 9** **CONTRACT COPIES**

### **Section 1**

The District shall type the original two copies and the Union shall reproduce copies of this Agreement and provide the District at no cost with enough copies for its use.

**Article 10**  
**SAVINGS CLAUSE**

**Section 1**

If any article or part thereof 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 this Agreement or any addition thereto shall not be affected.

**Section 2**

If a determination or decision is made as per Section 1 of this Article, the original parties to this Agreement shall convene within thirty (30) days for the purpose of negotiating a satisfactory replacement for such article as part thereof.

**Section 3**

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 11**  
**SICK LEAVE**

**Section 1**

Each employee shall be permitted to accumulate up to two hundred (200) days of sick leave to be applied towards time off due to illness (including illness or disability related to pregnancy or childbirth) or injury to the employee, family illness or for doctor or dentist appointments. For the purposes of this section, "family illness" is defined as the illness of a member of the immediate household, parents of either bargaining unit member or spouse, and child or grandchild of the bargaining unit member or spouse.

**Section 2**

Each twelve-month employee will earn twelve sick leave days per year; each eleven-month employee will earn eleven sick leave days per year and each ten-month employee will earn ten sick leave days per year. Sick leave will be earned at the rate of one day for each completed month of employment.

### **Section 3**

When continuous sick leave exceeds five (5) days or the equivalent of five (5) working days, the District may require a statement from the employee's doctor certifying the nature of the illness or injury and the probable period of disability. If such sick leave continues for thirty (30) days, the District may require the employee to furnish another certificate from the attending physician. Employees are advised of Section 913 of the NYS Education Law which permits school authorities to require additional physical examinations intended to determine an employee's fitness for duty.

### **Section 4**

Each employee shall be allowed to take sick leave in hour increments.

### **Section 5**

Each employee must give his/her immediate supervisor notice at least one (1) hour prior to his/her scheduled work start time in order to receive payment for sick leave, except in case of accident or documented emergency. Bus drivers must give such notice prior to either a regular morning and/or afternoon run. (Example: an employee wakes up sick and is unable to provide one hour's notice; the employee shall not be penalized for extenuating circumstances).

### **Section 6**

Each employee shall be permitted to accumulate unused sick days up to a maximum of two hundred (200) days.

### **Section 7**

Effective July 1, 2018, any employee who has obtained perfect attendance for any given fiscal year, except for vacation days, personal leave, jury duty and approved educational conferences, shall earn an incentive of three hundred dollars (\$300.00). Any employee who has used one-half up to the equivalent of two (2) sick leave days in any given fiscal year shall earn an incentive of one hundred fifty dollars (\$150.00). Incentives will be paid out in the first paycheck of the following fiscal year.

### **Section 8**

"Days," as used in this Article shall mean the number of daily hours an employee is regularly scheduled.



**Article 12**  
**BEREAVEMENT LEAVE**

In the event of death in the immediate family, each employee shall be granted the following days set forth hereinafter with pay for time lost during the regular work week: Five (5) consecutive days shall be provided for the death of employee's spouse or a child. Three (3) consecutive days shall be provided for the death of employee's mother, father, mother-in-law, step-mother, father-in-law, step-father, sister, brother, sister-in-law, brother-in-law, step-brother, step-sister, daughter-in-law, son-in-law, grandparents and grandchildren or any relative who is residing with the employee. One day shall be allowed as bereavement for any relative not listed above, including foster children. Total bereavement days shall not exceed eight (8) days in a given school year. Any additional days shall be taken from the employee's sick leave accruals upon approval by the Superintendent of Schools.

**Article 13**  
**HOLIDAYS**

**Section 1**

The following days shall be designated paid holidays for all twelve-month employees:

New Year's Day	Columbus Day
Martin Luther King Jr. Day	Veterans Day
Presidents' Day	Thanksgiving Day
Good Friday	Day after Thanksgiving Day
Memorial Day	Day before Christmas Day
Independence Day	Christmas Day
Labor Day	

The following days shall be designated paid holidays for all eleven-month employees:

New Year's Day	Columbus Day
Martin Luther King Jr. Day	Veterans Day
Presidents' Day	Thanksgiving Day
Good Friday	Day after Thanksgiving Day
Memorial Day	Day before Christmas Day
Labor Day	Christmas Day

**Section 2**

When one of the above paid holidays falls on a Sunday, that holiday shall be observed on the following Monday by all employees providing school is not in session that Monday. When one of the above paid holidays falls on a Saturday,

the employee shall receive the preceding Friday as the holiday providing school is not in session on that Friday. Should a two-day holiday fall on a weekend, the District reserves the right to set the dates for such holidays.

### **Section 3**

If a holiday should fall on the employee's scheduled day off, he/she will receive pay for that holiday or he/she will receive another day off which is mutually agreed upon by both parties. The employee shall determine whether he/she shall receive pay or the day off as per above. The holiday shall be paid for at the straight time hourly rate.

### **Section 4**

In the event it becomes necessary for an employee to work on any of the holidays specified in Section 1 above or days that are specified in Section 2 above, the employee shall receive his/her regular hourly pay for the holiday and an additional hourly rate of one and one-half times his/her normal hourly rate for each hour actually worked on the holiday (total of two and one-half times regular rate for each hour directed to work and actually worked on a designated holiday).

## **Article 14** **PERSONAL LEAVE**

### **Section 1**

Each twelve-month employee shall be granted three (3) days personal leave per year and each eleven and ten-month employee shall be granted two (2) days personal leave per year. Each employee must provide notice to his/her immediate supervisor on or before the start of the workday on the workday that precedes the day to be taken as a personal day in order to receive payment for personal leave of absence, except in case of accident or documented emergency.

### **Section 2**

Such personal leave may be taken at the employee's convenience with the approval of the Supervisor.

### **Section 3**

Personal leave may be taken in hour increments.

**Section 4**

On June 30<sup>th</sup> of each year, any unused personal leave from the previous contract year shall be converted to and credited to the employee's accumulated sick leave.

**Article 15**  
**MILEAGE PAYMENTS**

**Section 1**

Mileage driven by an employee in his/her personal vehicle in the performance of school business shall be reimbursed by the District at the IRS rate. A school vehicle must be used, if available.

**Article 16**  
**VACATIONS**

**Section 1**

Any twelve-month employees shall receive a paid vacation in accordance with the following schedule:

<b>Service Time</b>	<b>Vacation Credited</b>
New Hires	If hired July 1 <sup>st</sup> to December 31 <sup>st</sup> , then the Employee shall receive five (5) vacation Days on his/her date of hire; if hired January 1 <sup>st</sup> to June 30 <sup>th</sup> , then the Employee shall receive two and one-half (2.5) vacation days on his/her date of hire.
After One Year of Service	Two Weeks
After Six Years of Service	Two Weeks and One Day
After Seven Years of Service	Two Weeks and Two Days
After Eight Years of Service	Two Weeks and Three Days
After Nine Years of Service	Two Weeks and Four Days
After Ten Years of Service	Three Weeks
After Fifteen Years of Service	Four Weeks

For the purpose of calculating 'years of service,' any service in a twelve-month position shall be counted in determining the number of years of service. Service in a ten or eleven-month position shall not be counted in determining years of service.

Any twelve (12) month employee who is hired after September 1<sup>st</sup> of any school year will have his/her vacation days be prorated on the July 1<sup>st</sup> of the next fiscal year. Any fraction of a vacation day will be rounded to the nearest whole

vacation day. For example, an employee who was hired on October 1<sup>st</sup>, will receive nine vacation days for the following school year. An employee who was hired on February 15<sup>th</sup> would receive five (5) vacation days for the following school year. An employee who was hired on August 22<sup>nd</sup> would receive ten (10) vacation days for the following school year.

## **Section 2**

An employee shall provide notice of intent to take a vacation day to his/her immediate supervisor on or before the start of the workday on the workday that precedes the day to be taken as a vacation day. Supervisors must approve of vacation schedules prior to any vacation leave taken.

## **Section 3**

Vacation time not used for the convenience of the District during the fiscal year shall be paid to the employee at his/her appropriate rate of pay at the end of the fiscal year.

## **Section 4**

If an employee has worked for the District for one or more years, accumulated unused vacation time shall be paid at the time of termination of employment.

## **Section 5**

A twelve-month employee may carry over up to five accrued vacation days into the following year or receive payment at the current rate for up to five accrued vacation days.

# **Article 17** **HEALTH INSURANCE**

## **Section 1**

The District will provide health insurance benefits under the Steuben Area School Employees Benefits Plan (hereinafter referred to as the Plan). Any changes from the Plan to another health insurance carrier shall be negotiated with the Union. The Plan document, as updated from time to time, is hereby incorporated by reference.

## **Section 2**

To be eligible for such insurance coverage employees must work at least four (4) hours each workday. Any employee who becomes eligible for coverage and subsequently suffers an involuntary reduction in earnings or hours of work shall continue to be covered by the plan.

### **Section 3**

For eligible employees, the District's share of premium costs will be determined by the following schedule:

- A. For employees with a work schedule of six (6) hours per day or more:

<b>Effective Date</b>	<b>District Contribution</b>
Beginning July 1, 2020	84.5% of individual or family plan
Beginning July 1, 2021	84.0% of individual or family plan
Beginning July 1, 2022	83.5% of individual or family plan
Beginning July 1, 2023	83.0% of individual or family plan

- B. For employees with a work schedule of five (5) hours per day but less than six (6) hours per day:

<b>Effective Date</b>	<b>District Contribution</b>
Beginning July 1, 2020	84.5% of individual or 75.0% of family plan
Beginning July 1, 2021	84.0% of individual or 75.0% of family plan
Beginning July 1, 2022	83.5% of individual or 75.0% of family plan
Beginning July 1, 2023	83.0% of individual or 75.0% of family plan

- C. For employees with a work schedule of four (4) hours per day but less than five (5) hours per day:

<b>Effective Date</b>	<b>District Contribution</b>
Beginning July 1, 2020	84.5% of individual or 50.0% of family plan
Beginning July 1, 2021	84.0% of individual or 50.0% of family plan
Beginning July 1, 2022	83.5% of individual or 50.0% of family plan
Beginning July 1, 2023	83.0% of individual or 50.0% of family plan

All contributions to health insurance coverage will be processed through IRC Section 125 (i.e., on a pre-tax basis).

### **Section 4**

Employees shall pay five dollars (\$5) for generic drugs, fifteen dollars (\$15) for preferred brand-name drugs, and forty dollars (\$40) for non-preferred brand-name drugs at either retail or mail order pharmacy.

### **Section 5**

- A. Upon retirement, the District shall pay fifty percent (50%) of the premium for individual and/or family health insurance coverage of eligible retirees. An employee who meets the following requirements will be eligible to

continue on District-provided health insurance coverage. The employee must:

- 1) Provide at least ten (10) years of consecutive District service within the bargaining unit; and
- 2) Retire from the District into the New York State and Local Employees' Retirement System or the New York State Teachers' Retirement System or under the Social Security Administration.

### **Section 6**

The District will continue to provide coverage under Workers' Compensation.

### **Section 7**

The District shall participate in and pay the premium cost of the CSEA Employee Benefit Fund for the purpose of providing the "Platinum 12" coverage (i.e., optical insurance coverage).

### **Section 8**

- A. The District shall maintain an IRC §105(h) account for unreimbursed health, dental and/or optical expenses for the employee, the employee's spouse and/or dependent children for employees who meet eligibility criteria for District health insurance. The District will be solely responsible for the administrative and set-up fees associated with the IRC §105(h) account benefit. The IRC §105(h) account will roll over from year to year with no maximum accumulation. The District will contribute two hundred and fifty dollars (\$250.00) to each employee during each year of this Agreement.
- B. If an employee leaves the District or retires, the District shall cease contributions to such employee's IRC §105(h) account, however, the remaining account balance shall be carried forward until such funds are exhausted. Upon the death of the former employee, if there is still a balance in such former employee's account, said funds will go to the former employee's spouse and/or dependents for the purpose of their unreimbursed health, dental and/or optical expenses as required by law. If the employee has no spouse or dependents, such funds shall revert to the District.
- C. Employees working four (4) hours or less per day are not eligible for health insurance from the District and therefore are not eligible for a §105(h) account pursuant to the Affordable Care Act. Such employees shall be eligible to receive an annual (taxable) cash payment of five-hundred dollars (\$500.00).

## **Section 9**

Employees may have the option of contributing to an IRC §125 account at the beginning of each school year through payroll deductions. The District shall participate in the CSEA Employee Benefit Fund for the purpose of providing the “Solstice Dental” coverage. Employees who elect coverage in such plan may purchase the plan through either payroll deduction or through their IRC §125 account.

## **Section 10**

- A.** If eight (8) or more employees who work six (6) hours or more per day elect not to participate in the Plan, they shall receive an annual payment of one thousand dollars (\$1,000) in lieu of insurance, provided that the employees provide the District with a confirmation of health care coverage elsewhere by July 31<sup>st</sup>.
- B.** The payment shall be made in the final payroll of the fiscal year.
- C.** The annual payment shall be prorated for:
  - 1)** Employees who terminate their services before the end of the fiscal year;
  - 2)** Employees who reenter the Plan once they have elected to receive the annual payment; and
  - 3)** Newly hired employees whose effective date of employment occurs during the fiscal year.
- D.** If two employees within the District can be considered dependents of each other (according to the Plan document), no payment will be made under this Section.

## **Section 11 – Dental Insurance**

Dental insurance under the CSEA Employee Benefit Fund Retiree Dental Plan (the “Plan”) administered by the CSEA Employee Benefit Fund (the “Fund”) shall be available to any member of the CSEA bargaining unit who retires and meets the following criteria:

- A.** The member retires directly from employment with the District.
- B.** The member has coverage under a Fund-sponsored dental plan or other dental plan acceptable to the Fund; 90-days prior to enrollment.
- C.** The member agrees, in writing, to comply with all requirements of the

Fund, which are applicable to retiree coverage at the time of his/her application to the Fund for retiree coverage.

- D. The member agrees, in writing, to pay for any and all premiums for coverage under the Plan.

**Article 18**  
**UNION REPRESENTATIVES**

**Section 1**

The Union may designate one bargaining unit employee as a Union delegate.

**Section 2**

The District shall be notified of the name of the delegate so designated.

**Section 3**

The Union will be allowed five days of paid leave each year to attend union activities.

**Section 4**

The District shall be notified at least one week in advance of the meeting that the delegate will be attending.

**Section 5**

Employees designated as the grievance representative within each department shall be allowed to handle grievances of employees and to represent employees at all stages of the grievance procedure with no loss of pay.

**Section 6**

Officers and representatives shall be afforded reasonable time off without loss of pay as may be required for the performance of their duties regarding the interpretation, application and enforcement of this Agreement.

**Article 19**  
**JOB VACANCIES AND POSTINGS**

**Section 1**

When a job vacancy occurs within District employment, the District will be responsible for distributing and posting the announcement of such vacancy on all Union-designated bulletin boards or via electronic mail to employees at least



three (3) working days prior to the day that such vacancy is to be filled. Employees on leave (including workers' compensation leave) shall be notified of any open vacancies by first class or electronic mail. As used in this Article, the term "open vacancy" means a vacancy outside the competitive class, or a vacancy in the competitive class for which no binding eligible list exists.

## **Section 2**

When an open vacancy is announced as provided herein, employees who wish to be considered for employment to such open vacancy shall file appropriate notice with the District; provided, however, that such notice must be filed within three (3) days following announcement of the vacancy.

## **Section 3**

- A.** After the appropriate notices have been filed by the employee(s) with the District, an open vacancy shall be filled using the following format with seniority being the determining factor among those who are qualified for the position(s) and meet the criteria of the civil service job description that is posted.
- B.** Preference for filling open vacancies shall be determined in the following manner:
  - 1)** First preference shall be given to those employees presently working in the department to whom the open vacancy will result in a promotion.
  - 2)** Second preference may be given to those employees whose transfer would result in a lateral transfer of job titles and pay rate.
  - 3)** Third preference may be given to all other employees.
  - 4)** Fourth preference may be given to applicants not working for the District.

## **Article 20** **GRIEVANCE PROCEDURE**

### **Section 1**

For the purpose of this Agreement, a grievance shall be defined as a dispute or controversy between an individual employee, more than one employee or the Union and the District arising out of the application or interpretation of this Agreement.

## **Section 2**

It is expressly understood and agreed by the parties that the grievance and arbitration procedure provided for in this Article does not apply to and is not intended as a substitute or an alternative for any action permitted by or required of the District under any article of the Civil Service Law(s).

## **Section 3**

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:

**STEP 1:** The grievance shall be presented orally by the aggrieved employee to his/her department head with or without his/her union representative, at the employee's option. If discussion of the grievance with the department head does not result in resolution of the grievance, then the aggrieved employee may submit a written grievance to the department head. Such written grievance must be submitted to the department head within ten (10) working days of when the aggrieved employee knew or should have known of the events or conditions on which the grievance is based. The department head must issue a written response to the grievance within five (5) working days of the date the aggrieved employee submitted the written grievance to him/her. If the aggrieved employee is not satisfied with the response of the department head, s/he may proceed to Step 2 by appealing the department head's response to the Superintendent within five (5) working days of the aggrieved party's receipt of such response.

**STEP 2:** The aggrieved employee may submit his grievance as provided in Step 1 to the Superintendent or his/her designee who, within thirty (30) calendar days after he/she receives the written notice of grievance, will convene a meeting between the aggrieved employee, his/her union representative and the Superintendent and/or other representatives of the District for the purpose of resolving the grievance. If the grievance is not resolved within thirty (30) calendar days following the meeting, the grievance may be submitted to arbitration under Article 21 below.

## **Section 4**

Failure to give an answer within the specified time limits set out above shall automatically move the grievance to the next step.

**Article 21**  
**ARBITRATION PROCEDURE**

**Section 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 thirty (30) calendar days after the time limits required by the steps in the grievance procedure have run out, the Union may submit the grievance to arbitration by requesting from the New York State Public Employment Relations Board (PERB), a list of arbitrators. The District and the Union will be bound by PERB's arbitration rules.

**Section 2**

The arbitrator shall have no power to add to, subtract from or modify any of the provisions of this Agreement.

**Section 3**

No arbitrator shall decide more than one grievance on the same hearing or series of hearings except by mutual agreement between the parties.

**Section 4**

All decisions of the arbitrator shall be final and binding upon the parties. The fees and expenses of the arbitrator and the costs of hearing room(s) shall be shared equally by the District and the Union. 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.

**Article 22**  
**SENIORITY**

**Section 1**

For competitive class employees, seniority is defined as determined by the Civil Service Law. For all other employees, seniority is defined as the length of continuous service with the District. "Continuous service" includes only those periods when an employee is on the District's active payroll and those periods when an employee is:

- A. on leave of absence;
- B. on layoff;

- C. absent from and unable to perform the duties of his position by reason of a disability resulting from illness or occupational injury or disease if less than one year of cumulative workers' compensation leave;
- D. Such other periods of service, if any, as the Civil Service Law requires to be treated as part of the employee's continuous service.

## **Section 2**

For layoff purposes an employee's seniority shall determine the order to be followed. The employee with the least seniority shall be the first to be laid off until the total number of employees required to decrease forces shall be established. Having exhausted his/her seniority in his current title, the laid off employee shall exercise his/her seniority to displace an employee with lesser seniority than he/she on other job titles he/she has previously held or jobs in the same promotional ladder. Recalls shall be in the inverse order of layoff.

## **Section 3**

Subject to applicable provisions of the Civil Service Law, if any, an employee loses his/her seniority only when one or more of the following occurs:

- A. he/she resigns (unless he/she is reinstated within the period permitted by any provision of the Civil Service Law applicable to him/her);
- B. he/she is discharged;
- C. he/she retires;
- D. he/she refuses a recall.

## **Section 4**

If two (2) or more employees are hired or appointed on the same date or otherwise have the same seniority, their relative seniority shall be in the order of their hiring or appointment, as the case may be, by the Board of Education.

## **Section 5**

Seniority shall be the determining factor in the assignment of vacations and personal days.

**Article 23**  
**CHILD CARE LEAVE**

**Section 1**

Employees shall be provided with child care leave in accordance with the federal Family and Medical Leave Act. Eligible employees may take up to one (1) year of leave for child care purposes.

**Section 2**

Unpaid child care leave will be available for employees who work less than one thousand two hundred fifty (1250) hours per year and have worked at least one (1) year with the District. Such employees:

- A. May take unpaid child care leave for up to 12 weeks.
- B. Will be able to maintain their health insurance coverage at their regular contribution rate for the remainder of the month in which the leave begins and the following month.
- C. May maintain their health insurance coverage after the period described in Subsection B above by paying one hundred percent (100%) of the premium for the remainder of the unpaid leave.

**Article 24**  
**DRESS CODE**

**Section 1**

Employees will dress professionally and appropriate to the activities of the workday.

**Article 25**  
**JURY DUTY LEAVE**

**Section 1**

Employees shall be entitled to his/her usual salary for the days he/she serves as a juror in Federal Court, Grand Jury, County Court, City Court, Police Justice Court and Magistrate Court providing he/she turns over to the District for refund to the District Treasurer the fees he/she earns as a juror, retaining the mileage allowance.

**Article 26**  
**OVERTIME**

**Section 1**

Overtime shall be defined as any work done by an employee above forty (40) hours in one week.

**Section 2**

All overtime shall be paid at the rate of one and one-half times the employee's regular hourly rate.

**Section 3**

Personal days, sick days, holidays and vacation days shall be counted as days worked in the computation of overtime.

**Section 4**

All overtime shall be as equally distributed as possible among all employees within the respective departments that are affected. The District's past practice shall apply. [See also Article 32 - Section 3]

**Article 27**  
**PAST PRACTICES**

**Section 1**

Any past practice or benefit presently in effect and not modified or abridged by this Agreement shall continue in full force and effect for the term of this Agreement.

**Article 28**  
**CALL-IN PAY**

**Section 1**

Any employee directed by the District and called in to work prior to coming to work or after leaving work shall be paid not less than two hours pay at his respective overtime rate. Call-in pay shall not be construed to include extra trips by bus drivers or normally scheduled work.

**Article 29**  
**OUT-OF-TITLE WORK**

**Section 1**

Any employee required to work in a job title that pays a higher rate than does his/her regular job shall be paid the higher rate for all hours worked in that job after five days worked in a fiscal year.

**Article 30**  
**WORKERS' COMPENSATION AND DISABILITY LEAVE**

**Section 1**

Any employee necessarily absent due to an occupational injury or disease as defined by the New York State Workers' Compensation Law may at his/her discretion draw his/her accumulated sick leave or any other leave benefits.

**Section 2**

An employee who elects to draw his/her accumulated sick leave may, if he/she so chooses, surrender his/her workers' compensation check to the District and have his/her sick leave credit restored on a day per day basis in accordance with Workers' Compensation Law Section 25.

**Article 31**  
**WORK WEEK AND PAY**

**Section 1**

The basic work week shall continue as presently established and pay days shall be on alternate Thursdays.

- A. No current employee shall be required to accept a basic work week schedule that varies from that as presently established for each position.
- B. The District reserves the right to establish new positions and/or assignments with a basic work week which may include either a Saturday or a Sunday in a consecutive day, work week period.
- C. New positions and/or assignments with a basic work week that includes either a Saturday or a Sunday in a consecutive day, work week period shall be paid the appropriate hourly rate.
- D. The District shall have the right to require employees to work overtime or to respond to emergency call-ins when employees reject voluntary

assignment(s). Mandatory emergency call-in or overtime assignment(s) under these circumstances shall be in reverse order of seniority.

- E. Eleven (11) month employees will work the five (5) weekdays immediately preceding the beginning of the school year (with the exception of Labor Day) and the five (5) weekdays immediately following the end of the school year. The schedule for the remaining ten (10) workdays during the summer will be determined by the employee and the Superintendent or designee.
- F. Employees shall record their time during the work week on time sheets, which must be completed in a timely manner. Effective July 1, 2013, the District will use time clocks to record employees' work time. Prior to such effective date, the District and the Union will form a labor-management committee to develop procedures related to the implementation of time clocks. When implemented, such time clocks may not be used as evidence to discipline employees; however, the District may still discipline employees for time and attendance issues.

**Section 2**

Any employee promoted or transferred in classification during the life of this Agreement shall be placed in the new grade classification, if applicable, and shall be paid the beginning wage for that grade for that contract year. The promoted employee's new pay rate shall not be less than the amount the employee is presently receiving or the minimum of the new pay schedule or twenty-five cents (\$.25) more than the employee's current hourly rate, whichever is greater. An employee who transfers in classification shall not receive a lower hourly rate of pay as a result of the transfer.

**Section 3**

**A. Beginning Wages:**

<b>Grade Levels</b>	<b>7/1/2020-6/30/2021</b>	<b>7/1/2021-6/30/2022</b>	<b>7/1/2022-6/30/2023</b>	<b>7/1/2023-6/30/2024</b>
Grade I	\$12.04	\$12.50	\$12.52	\$12.77
Grade II	\$12.17	\$12.50	\$12.66	\$12.91
Grade III	\$12.98	\$13.24	\$13.51	\$13.78
Grade IV	\$16.48	\$16.81	\$17.15	\$17.49
Grade V	\$19.19	\$19.57	\$19.96	\$20.36
Grade VI	\$21.68	\$22.11	\$22.55	\$23.00



**B. Wage Increases:**

- (i) Effective July 1, 2020, all continuing employees shall receive an increase wage rate based on the following:
  - (a) First a wage adjustment based on years of service shall be added to the employee's 2019-2020 hourly rate based on completed years of continuous service as a CSEA member with the District as follows:

1-4 years of service:	+\$0.10
5-9 years of service:	+\$0.20
10-14 years of service:	+\$0.30
15-19 years of service:	+\$0.40
20+ years of service:	+\$0.50
  - (b) After the wage adjustment above has been made ("2020 Adjusted Wage"), each employee shall receive an additional three percent (3.0%) increase to his/her 2020 Adjusted Wage.
- (ii) Effective July 1, 2021, all continuing employees shall receive a wage increase of fifty-five cents (\$0.55) to their regular hourly rates.
- (iii) Effective July 1, 2022, all continuing employees shall receive a wage increase of three percent (3.0%).
- (iv) Effective July 1, 2023, all continuing employees shall receive a wage increase of fifty-five cents (\$0.55) to their regular hourly rates.

**C. Grade Levels:**

- Grade I:** Food Service Helper, Monitor, Bus Attendant
- Grade II:** Clerk, Typist, Cashier, Teacher Aide, Cleaner, Account Clerk, Grounds/Sanitation Worker
- Grade III:** Custodian, Teaching Assistant, Mechanic's Helper/Bus Driver, Senior Food Service Helper, Senior Typist, Account Clerk Typist, Senior Clerk, LPN
- Grade IV:** Bus Mechanic, Senior Account Clerk Typist, Building Maintenance Mechanic, Bus Driver, Cook
- Grade V:** Head Custodian, Head Bus Mechanic, Head Bus Driver
- Grade VI:** School Nurse (RN)

- D. **Equity Clause**: The District may establish the pay rate for a new employee with relative experience; however, no new hire will start at a higher wage in that grade than a current employee with the same number of years of service/experience.

#### **Section 4 - Night Differential**

All employees whose majority of working hours falls between the hours of 3:00 p.m. and 7:00 a.m. shall receive an additional \$350.00 (three hundred and fifty dollars) pro-rated into their yearly salary. Employees must stay on the premises during their paid lunch break.

#### **Section 5 - Uniform Allowance**

Cafeteria employees shall be reimbursed by the District for up to one hundred twenty-five dollars (\$125.00) for uniforms annually. The employee may not be reimbursed for more than one hundred twenty-five dollars (\$125.00) during each work year.

#### **Section 6**

- A. Each employee in the position of head mechanic, bus mechanic, mechanic's helper/bus driver, head custodian, custodian, building maintenance mechanic and cleaner shall be required to wear a "safety type work shoe" at all times while on duty. The "safety shoe" shall have a reinforced toe and a non-skid sole.
- B. The District shall reimburse each employee required to wear the "safety type shoe" up to one hundred seventy-five dollars (\$175.00) for shoes purchased in each twelve (12) month work period. The employee will provide the receipt(s) for the purchase of "safety shoes" at time of claim. The safety shoe shall meet OSHA standards. The employee may purchase more than one pair of shoes during each twelve (12) month working period. However, the employee may not be reimbursed more than one-hundred seventy-five dollars (\$175.00) during each twelve (12) month work period.
- C. The District will provide uniforms for building maintenance mechanics.

#### **Section 7**

Effective July 1, 2018, all employees shall be paid for straight time worked on a time-clock basis.

#### **Section 8**

Employees will receive compensation at the current Grade I starting rate when

they participate outside of the work day in an elective course of study that will improve the performance of their duties in their current position, excluding training as described in Article 34, Section 6. All such trainings or workshops must receive prior administrative/supervisor approval before attending.

### **Section 9**

All employees will receive a paid ten (10) minute break for every four hours (or any part of four hours) worked. For example, an employee works 3.5 hours. He/She is entitled to one (1) paid ten (10) minute break. Another employee works 6.25 hours. He/She is entitled to two (2) paid ten (10) minute breaks.

### **Section 10 – Direct Deposit**

Effective July 1, 2018, direct deposit shall be the sole method of payment for employees' paychecks upon completion of the required authorization form for the bank or financial institution selected by the employee. Employees shall have the ability to utilize the District technology to access their personal payroll information.

## **Article 32** **EMERGENCY CLOSING DAYS**

### **Section 1**

All employees shall receive up to four (4) emergency closing days per fiscal year off with pay. Any employee who works during an emergency closing shall receive his/her regular hourly pay for such day and an additional hourly rate equivalent to 1.0 times his/her normal hourly rate for each hour actually worked on the holiday (total of two times regular rate for each hour directed to work and actually worked on an emergency day). On such days, employees will work only at the request of the District. After the four (4) emergency days referenced above have been used, all twelve (12) and eleven (11) month employees will be required to report to work.

### **Section 2**

In the event a two-hour delay occurs during an employee's normal work hours, employees are expected to work two hours later than their normal starting time unless specifically directed otherwise.

If the employee is specifically directed by the District not to report to work during the two-hour delay, such employee will be compensated for the two hours not worked. Each two-hour delay will reduce the total number of paid emergency leave days as set forth in Section 1 hereinabove by one quarter day for an employee not working the two hours or one-eighth day for an employee not working one of the two hours.

Personnel determined to be essential during a two-hour delay and who are directed to report to work by their supervisor will be compensated at the rate of time and one-half of their regular hourly wage for all hours worked during the two-hour delay and at their regular rate for the remaining time during the two-hour delay.

## **Article 33** **BUS DRIVERS**

### **Section 1**

Extra trips will be paid at the driver's regular hourly rate. In those instances, where the start time of the driver's extra trip overlaps with the driver's regular trip, drivers will not be compensated twice for the same time worked.

### **Section 2 - Physical Exams**

In the scheduling of physical exams, priority shall be given to drivers with most seniority. Upon submission of a medical report which conflicts with the medical findings made pursuant to the applicable State regulations, the employee is entitled to be reexamined either by the school physician or by another physician agreed on by the two parties. The cost of such reexamination shall be borne by the District if the employee passes the reexamination or by the employee if the employee fails the examination.

### **Section 3 - Biennial Oral or Written and Road Test**

- A. Five (5) days' notice will be given to drivers of pending biennial oral or written and road test.
- B. Leave Accruals: Any driver who fails to be certified to drive because of failure to pass the required physical examination shall be entitled to paid and unpaid leave totaling six months and may request additional unpaid leave subject to Board of Education approval.

### **Section 4**

- A. Should problems and/or controversial issues arise between the bus driver and students after the run has been awarded to a driver, the District may temporarily remove the driver from his/her run for a period not to exceed two weeks. The following steps shall be followed:
  - 1) The District shall immediately post the bus driver's run and ask for a volunteer or the transportation supervisor shall immediately ask for interested volunteer(s).

- 2) If no bus driver volunteers, the District may place the least senior bus driver on the route until said investigation has been completed. The bus driver removed from his/her route shall be assigned to the least senior bus driver's route.
  - 3) The bus driver that either volunteers or is the least senior shall receive additional compensation in the amount of \$25 per week for the "temporary" reassignment. This shall afford the District and the Union time to investigate the alleged problem(s) and/or controversial issue(s).
  - 4) Once the temporary reassignment ends, the above additional compensation shall be discontinued.
- B.** After the investigation has been completed by the parties, the District and the Union shall meet to discuss possible alternative(s) and resolution(s) to the matter, including mutually agreeing to move the driver to another run and the duration of the move.
- C.** The parties agree to negotiate a memorandum of agreement to be signed and dated by the District and the Union, with the bus driver's signature, acknowledging that there was a resolution to the investigation. The bus driver's signature merely acknowledges that he/she received the memorandum of agreement; it does not necessarily mean the bus driver agrees. Within thirty (30) work days, the bus driver shall have the opportunity to submit a written rebuttal to be attached to the memorandum of agreement.

## **Section 5**

Bus drivers will be paid at their extra trip rate for all hours spent in such training or at required refresher courses. This includes the two (2) hours for the biannual behind the wheel road test (Article 19-A), the two (2) two-hour refresher courses per year, 19-A certification, cleaning of buses for DOT inspection twice per year and any other training required as outlined in the Transportation Law.

## **Section 6**

Substitute bus drivers, substitute monitors, and substitute attendants who are employed by the district in other titles and who drive exclusively for the District shall be paid when attending mandatory bus driver training courses.

## **Section 7**

Full-time District employees, defined as those employees who drive at least a minimum of three (3) hours per day, shall be added to the extra trip roster and will be eligible to take such trips, in regular rotation, when such trips fall outside

the employee's normal work hours and all other transportation department employees have declined the trip.

### **Section 8**

Regular runs will be bid on by bus drivers/bus monitors/bus attendants based on seniority each year. The most senior bus driver/bus monitor/bus attendant will select his/her run first, including all mid-day runs that fit into his/her schedule, followed by the next most senior bus driver/bus monitor/bus attendant, etc. All regular and mid-day runs, along with their complete descriptions, will be posted at the bus garage at least two (2) work days prior to the day of bidding. Bus Drivers/Bus monitors/Bus attendants will bid on said runs at the August refresher training based on his/her seniority. Bus Drivers will be required to select a minimum number of hours per day (3 hours) of regular or mid-day runs to maintain full-time status and to be eligible for selecting extra trips in the rotation.

### **Section 9**

Bus drivers/Bus Monitors/Bus Attendants may sign up for a short notice substitute roster ("24-hour board"). Such roster will be used to fill extra trip slots when there is less than 24 hours' notice of the need for a substitute. Such roster shall also be used when any new extra trip becomes available after the trip sheets have been distributed. Substitute extra trip runs will be assigned by rotating seniority from the short-notice substitute roster. If no driver on the short-notice substitute is able to drive, the District may hire a substitute bus driver/bus attendant/bus monitor to take the trip.

### **Section 10**

Extra trips will be assigned to bus drivers at the weekly meeting based on the seniority of those bus drivers who sign up on the extra trip roster on a weekly basis. Bus drivers may sign up for such roster during the August refresher meeting. Extra trips will be assigned based on rotating seniority on the extra trip roster. If an extra trip is cancelled and the driver can still drive the regularly scheduled bus run, the regular bus driver will drive his/her run regardless of whether a substitute has been arranged. If the extra trip is cancelled and the regularly scheduled bus run has already left, the driver will be paid his/her regular run time if he/she works by cleaning the bus(es). If the extra trip is rescheduled, such driver will be assigned to the trip automatically. If the extra trip is not rescheduled, the driver is out that trip. All drivers must be present at the morning meeting to be eligible for extra trips, unless out on a driver's run.

### **Section 11**

Bus drivers on trips that provide transportation to activities such as competitions, field trips and athletic events will remain with the bus at the event site from the beginning of the event until the end of the event. The bus driver may not leave

the site for any reason unless (s)he has the permission of the transportation supervisor. All bus monitors/attendants will attend all school trips with the child(ren) they have been assigned to attend to and from school.

### **Section 12**

The District shall provide adequate uniforms and/or coveralls for use of the mechanic and mechanic's helper.

## **Article 34 NON-DISCRIMINATION CLAUSE**

### **Section 1**

Whenever the context so requires, the use of the words herein in the singular shall be construed to include the plural and words in the plural the singular. The words whether in the masculine or feminine genders shall be construed to include both of said genders. By the use of either masculine or feminine genders it is understood that said use is for convenience purposes only and is not to be interpreted to be discriminatory by reason of sex.

### **Section 2**

The does not discriminate on the basis of age, color, religion, creed, disability, marital status, veteran status, national origin, race, gender or sexual orientation in the educational programs and activities which it operates.

## **Article 35 DISCIPLINE**

### **Section 1**

The District and the Union agree to waive the rights and procedures of sections 75 and 76 of the Civil Service Law and replace it with the following discipline procedure. The procedure will be applicable to all competitive class employees who have worked a continuous and complete work year with the District and all non-competitive and labor class employees who have worked three continuous and complete work years with the District. Teaching assistants have discipline rights under Education Law 3020-A.

### **Section 2**

An employee who is eligible for coverage under this Article shall not be dismissed or otherwise subjected to any disciplinary penalty except for incompetency or misconduct.

### **Section 3**

The District may impose discipline on an employee (except dismissal) without a prior hearing. The District will provide a Notice of Discipline to such employee that shall contain a description of the acts and/or conduct for which discipline is imposed. The Notice will also contain a description of the disciplinary penalty. Upon receipt of the Notice of Discipline, the Unit shall have fifteen (15) days to file for arbitration, as provided for below, contesting the discipline imposed by the District.

### **Section 4**

The District may dismiss an employee by providing a Notice of Discipline to such employee that shall contain a description of the acts and/or conduct for which discipline is being sought. The Notice will also state that the disciplinary penalty of dismissal is being sought. The employee has ten (10) days to respond to the Notice of Discipline. If the employee does not respond within the time period above, the District may dismiss the employee without a hearing. If the employee denies all or any part of the Notice of Discipline, the District may, within fifteen (15) days of receipt of an employee's response to the Notice, commence an arbitration proceeding, as provided, to prove the charges in the Notice.

### **Section 5**

Service of the Notice of Discipline shall be made by personal service, if possible, and if such cannot be effectuated, it shall be made by registered or certified mail, return receipt requested. A copy of the Notice of Discipline will be served upon the Unit President on approximately the same date it is served upon the employee.

### **Section 6**

If the Union or the District submits the discipline of an employee to arbitration, the burden of proof on all matters shall rest upon the District. The hearing shall conform to the requirements of Civil Practice Law and Rules Article 75 and Part 207 of the Rules of the Public Employment Relations Board (PERB). The arbitrator will render an advisory decision that determines the guilt or innocence of the employee on the charges and the appropriateness of the penalty. The arbitrator may consider a claimed failure to follow the disciplinary procedure or other violations of an employee's rights in relation to discipline in rendering an opinion on penalty. Both the District and the Union shall share the cost of the arbitrator and his/her fees equally.

An employee may be suspended without pay prior to the resolution of a dismissal proceeding. In no event, however, may an employee be removed from the



payroll in excess of thirty-seven (37) calendar days pending the resolution of such proceeding.

## **Article 36** **EVALUATIONS**

### **Section 1**

The District will evaluate all employees on an annual basis. Evaluations of ten-month and eleven-month employees will be completed by June 1<sup>st</sup> of each fiscal year. Evaluations of any twelve-month employees will be completed by June 30<sup>th</sup> of each fiscal year.

### **Section 2**

All employees will meet with their supervisors once during the course of the year for a mid-point meeting, and again at the end of the year where the written evaluation will be presented.

### **Section 3**

Evaluation forms are attached hereto as Appendix A. Bus drivers will be evaluated in accordance with Vehicle and Traffic Law 19-A.

## **Article 37** **UNPAID LEAVES OF ABSENCE**

### **Section 1**

Employees may apply to the Superintendent or his/her designee for a short-term unpaid leave of absence. A short-term unpaid leave of absence is a leave that is at least one (1) workday, but not more than ten (10) workdays, in duration. Upon written request by the employee and final approval of the Superintendent or his/her designee, such unpaid leave of absence may be granted.

### **Section 2**

Employees may apply to the Superintendent for a long-term unpaid leave of absence. A long-term unpaid leave of absence is a leave that is more than two weeks' (ten [10] workdays') in duration. Application for such a leave of absence shall be made, in writing, to the Superintendent at least ninety (90) calendar days before the commencement of such leave. The Superintendent shall make a recommendation, in writing, to the Board. A copy of this recommendation will be given to the applicant. The Board will take action to approve or disapprove the request such that the applicant will be notified, in writing, within sixty (60) calendar days after submission of the application to the Superintendent. The Board has the sole discretion as to whether to approve such a leave

### **Section 3**


An employee on a long-term unpaid leave of absence shall submit a letter to the Superintendent stating the date he/she intends to return to his/her position at least thirty (30) calendar days before, but not more than forty-five (45) days before, the expiration of the leave. Said letter must be transmitted via US Mail, certified mail, return receipt requested. If a letter is not submitted, as provided for herein, the District will send a letter to the employee notifying him/her of the upcoming termination of the leave and reminding the employee to notify the District of when he/she intends to return to work. If the employee still fails to notify the District of her/her return date, the Superintendent may recommend, and the Board may take action, declaring that the employee has abandoned his/her position and terminating his/her employment with the District.

### **Section 4**

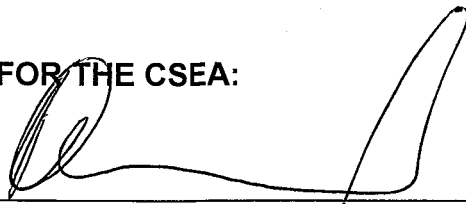
Upon returning from the unpaid leave, an employee's salary, accumulated leaves, and any other inherent contract rights as existed at the time the employee started the unpaid leave, shall be retained. Employees who take an unpaid leave may maintain the health benefit coverage provided by the District as allowed by the health care plan and COBRA. The cost of said health benefit coverage will not exceed 100% of the cost of the appropriate health care plan. The District will not charge any administrative fee.

**IN WITNESS WHEREOF**, the parties hereto have hereunder set their signatures this 9th day of September, 2020.

**FOR THE DISTRICT:**

  
\_\_\_\_\_  
**Stephen C. Saxton**  
**Superintendent**

**FOR THE CSEA:**

  
\_\_\_\_\_  
**Brent C. Underwood**  
**Labor Relations Specialist**

  
\_\_\_\_\_  
**John Stamets**  
**Unit President**

**APPENDIX A**  
**Avoca School District**  
**Support Staff Performance Report**

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Name of staff member: \_\_\_\_\_

Position of staff member: \_\_\_\_\_

Name of evaluator: \_\_\_\_\_

Position of evaluator: \_\_\_\_\_

**CIVIL SERVICE STATUS** (Check One)

PROVISIONAL \_\_\_\_\_ PROBATIONARY \_\_\_\_\_ PERMANENT \_\_\_\_\_

**DEFINITIONS OF RATINGS**

OUTSTANDING (OS)–Consistently performs well above the expectations of the District.

SATISFACTORY (S)–Consistently meets expectations of the District; doing a good job.

NEEDS IMPROVEMENT (NI) – Exhibits need for improvement.

UNACCEPTABLE (UA) – Does not meet the expectations of the District.

NOT APPLICABLE (NA) – Not applicable to the position.

**PERFORMANCE APPRAISAL**

	OS	S	NI	UA	NA
1. Accountability – accepts consequences of own actions & conduct					
2. Adaptability – demonstrates ability to perform other jobs, learn new methods, and adjust to changes & varying circumstances; works well under pressure; is responsive to suggestions; is flexible					
3. Analyzes – effectively identifies and solves needs and problems					
4. Appearance – displays appropriate appearance for job position					
5. Attendance and Punctuality – maintains expected attendance & meets daily obligations; is present for work commitments on time					
6. Attitude – conveys a positive attitude & interest towards the job					
7. Verbal Communications – effectively and professionally communicates ideas verbally; listens to others in a professional manner					
8. Written Communications – displays professionalism in written communications					

9. Compliance – follows and adheres to policies, regulations, and procedures.					
10. Confidentiality – maintains appropriate confidentiality of information.					
11. Responsibility – requires minimum supervision					
12. Dependability – is reliable; completes assigned tasks on schedule; uses time productively.					
13. Initiative – does things on own; develops new ideas and procedures.					
14. Judgment – uses good judgment; handles matters with discretion; makes appropriate choices					
15. Planning & Organization – demonstrates ability to plan work & set realistic goals; anticipates unusual workloads & maintains organized working environment.					
16. Quality – produces work that is neat, thorough, complete, accurate & timely					
17. Relationships – works well with peers, subordinates & superiors; is considerate, courteous, and pleasant					

Explanations may be written for any rating, but if an item is marked “OS,” an explanation must be written. Also, if an item is marked “NI” or “UA,” an explanation must be written and suggestions for improvement given in the space below and continued on the following page, if needed. If more space is needed, additional pages may be attached.

**EXPLANATIONS FOR RATINGS:**

**EXPLANATIONS FOR RATINGS (continued):**

**OTHER EVALUATOR COMMENTS:**

**OTHER**

1. Signature means employee evaluated has received a copy of the report and understands a copy will be placed in the employee's personnel file in the District Office. Signature does not necessarily mean agreement with this report.
2. Employee is aware that he/she has ten (10) days from this date to submit written comments, if so desired, to be attached to this report and signed by all parties.

Employee's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Evaluator's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Representative's Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
(if applicable)