

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, 2024 – June 30, 2028

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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 _____, 2025 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 – 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 2 – DURATION

Section 1

This Agreement and any written amendments made and annexed hereto shall commence on July 1, 2024, and shall continue in full force and effect until midnight June 30, 2028.

ARTICLE 3 – 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 4 – MANGEMENT 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 5 – 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 6 – UNION DUES AND NOTICES

Section 1

The Employer shall deduct from the wages of employees and remit, monthly, to the Civil Service Employees Association, Inc., 143 Washington Avenue, Albany, NY 12210, regular membership dues and other authorized deductions for those employees who have signed voluntary dues deduction authorization documents that conform to all applicable State and Federal Laws; CSEA will provide the Employer with proper notice of such voluntary dues deduction authorization documents prior to the Employer making deductions from wages.

Employees who wish to withdraw or revoke their authorization for dues or other deductions must do so by following the instructions on their dues authorization cards or by following other method(s) permitted by state and/or federal law. For more information or questions regarding membership, contact CSEA at 1-800-342-4146.

Membership in the Association shall be voluntary and both the Employer and CSEA shall not discriminate against, interfere with, restrain, or coerce any employee because of his/her membership, lack of membership and/or his/her activities in the Association's business. This paragraph does not impact the CSEA's right to provide representation, as permitted by the Taylor Law.

The Employer will continue making deductions for those employees who authorize in writing deductions for the "Pearl Insurance" offerings (i.e., term life insurance; group disability insurance; group comprehensive accident protection; group whole life & universal life insurance; critical illness insurance; group hospital & home care recovery insurance auto & home insurance).

Other authorized deductions proposed by CSEA will be made by the Employer when mutually agreed upon by the Employer and CSEA.

Other than required paycheck deductions (i.e., state and federal taxes, social security, court-ordered deductions, health insurance, etc.), CSEA shall have the exclusive right to wage deductions for CSEA-sponsored programs.

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 1st of each school year and updated information if such leadership changes are made.

ARTICLE 7 – 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 (5) 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 8 – CONTRACT COPIES

Section 1

The District shall type the original two (2) copies and the Union shall reproduce copies of this Agreement and provide the District at no cost with enough copies for its use.

ARTICLE 9 – HEALTH INSURANCE

Section 1

- A. 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.
- B. Effective July 1, 2024, in addition to the Steuben Area School Employees Benefits Classic Blue Plan (Plan C), the District shall offer a Steuben Area School Employees Benefits High Deductible Health Plan (HDHP). A Single Plan in-network deductible, as of July 1, 2024, is two thousand dollars, (\$2,000.00), and a Family Plan in-network deductible, as of July 1, 2024, is four thousand dollars (\$4,000.00). Both plans shall be offered to new and existing employees alike; however, once an employee enrolls to participate in the High Deductible Health Plan, they will not be permitted to return to Plan C. All employees actively enrolled in the High Deductible Health Plan shall be eligible for a Health Savings Account (HSA) that shall be funded by the District as follows:

Upon First Years' Enrollment into the HDHP	District shall fund/contribute 100% of the applicable Single/Family plan in-network Deductible Amount to the Employee's HSA
Beginning Year 2 of Participation in HDHP	District shall fund/contribute 100% of the applicable Single/Family plan in-network Deductible Amount to the Employee's HSA
Beginning Year 3 of Participation in HDHP	District shall fund/contribute 50% of the applicable Single/Family plan in-network Deductible Amount to the Employee's HSA
Beginning Year 4 of Participation in HDHP	District shall fund/contribute 50% of the applicable Single/Family plan in-network Deductible Amount to the Employee's HSA

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 hired prior to July 1, 2024, with a work schedule of six (6) hours per day or more:

Effective Date	District Contribution
Beginning July 1, 2024	82.5% of individual or family plan
Beginning July 1, 2025	82.0% of individual or family plan
Beginning July 1, 2026	81.5% of individual or family plan
Beginning July 1, 2027	81.0% of individual or family plan

B. For employees hired prior to July 1, 2024, with a work schedule of five (5) hours per day but less than six (6) hours per day:

Effective Date	District Contribution
Beginning July 1, 2024	82.5% of individual or 75.0% of family plan
Beginning July 1, 2025	82.0% of individual or 75.0% of family plan
Beginning July 1, 2026	81.5% of individual or 75.0% of family plan
Beginning July 1, 2027	81.0% of individual or 75.0% of family plan

C. For employees hired prior to July 1, 2024, with a work schedule of four (4) hours per day but less than five (5) hours per day:

Effective Date	District Contribution
Beginning July 1, 2024	82.5% of individual or 50.0% of family plan
Beginning July 1, 2025	82.0% of individual or 50.0% of family plan
Beginning July 1, 2026	81.5% of individual or 50.0% of family plan
Beginning July 1, 2027	81.0% of individual or 50.0% of family plan

D. For all employees hired after June 30, 2024:

Work Schedule	District Contribution
Six (6) hours per day or more	80.0% of individual or family plan
Five (5) hours per day but less than six (6) hours per day	80.0% of individual or 75.0% of family plan
Four (4) hours per day but less than five (5) hours per day	80.0% 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 (\$5.00) for generic drugs, fifteen dollars (\$15.00) for preferred brand-name drugs, and forty dollars (\$40.00) 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 un-reimbursed 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 confirmation of health care coverage elsewhere by July 31st.
- 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; ninety (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 10 – 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-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.

Section 2

An employee who transfers in classification to a higher grade shall not receive a lower hourly rate of pay as a result of the transfer. An employee who transfers in classification to a lower grade may receive a lower hourly rate of pay as a result of the transfer. Any employee transferred within grade classification, whether to a higher grade or a lower grade, will remain on the step they are currently on at the time of transfer (e.g., Employee is Step 10 moves from Grade I to Grade II, Employee will remain on Step 10 on Grade II; Employee is Step 10 moves from Grade II to Grade I, Employee will remain on Step 10.).

Section 3

A. **Beginning Wages:** SEE APPENDIX A FOR SALARY SCHEDULE.

B. **Wage Increases:** SEE APPENDIX A FOR SALARY SCHEDULE.

- (i) Effective July 1, 2024, all continuing employees shall receive an increase wage rate-based Salary Schedule in Appendix A.

C. **Grade Levels:** SEE APPENDIX A FOR SALARY SCHEDULE.

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, Senior Food Service Helper, Senior Typist, Account Clerk Typist, Senior Clerk, LPN

Grade IV: Senior Account Clerk Typist, Building Maintenance Mechanic, Cook

Grade V: Bus Driver (Class C)

Grade VI: Bus Driver (Class B)

Grade VII: Bus Mechanic, Head Custodian, Head Bus Driver

Grade VIII: School Nurse (RN); Head Bus Mechanic

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 seven hundred dollar (\$700.00) 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 two hundred dollars (\$200.00) for uniforms annually. The employee may not be reimbursed for more than two hundred dollars (\$200.00) 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 37, 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 (4) hours (or any part of four (4) hours) worked. For example, an employee works three and a half (3-½) hours. He/She is entitled to one (1) paid ten (10) minute break. Another employee works six and one-quarter (6-¼) 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 11 – 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 12 – 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 (5) days worked in a fiscal year.

ARTICLE 13 – 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 (1-½) 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.

ARTICLE 14 – 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 15 – 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 one (1) time his/her normal hourly rate for each hour actually worked on the holiday (total of two [2] 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- and eleven-month employees will be required to report to work.

Section 2

In the event a two (2) hour delay occurs during an employee's normal work hours, employees are expected to work two (2) 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 (2) hour delay, such employee will be compensated for the two (2) hours not worked. Each two (2) hour delay will reduce the total number of paid emergency leave days as set forth in Section 1 hereinabove by one quarter ($\frac{1}{4}$) day for an employee not working the two (2) hours or one-eighth ($\frac{1}{8}$) day for an employee not working one of the two (2) hours.

Personnel determined to be essential during a two (2) hour delay and who are directed to report to work by their supervisor will be compensated at the rate of time and one-half ($1\frac{1}{2}$) of their regular hourly wage for all hours worked during the two (2) hour delay and at their regular rate for the remaining time during the two (2) hour delay.

ARTICLE 16 – HOLIDAYS

Section 1

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

New Year's Day
Martin Luther King, Jr. Day
Presidents' Day
Good Friday
Memorial Day
Independence Day
Labor Day

Columbus Day
Veterans Day
Thanksgiving Day
Day after Thanksgiving Day
Day before Christmas Day
Christmas Day

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

New Year's Day
Martin Luther King, Jr. Day
Presidents' Day
Good Friday
Memorial Day
Labor Day

Columbus Day
Veterans Day
Thanksgiving Day
Day after Thanksgiving Day
Day before Christmas 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 (2) 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 (1-½) times his/her normal hourly rate for each hour actually worked on the holiday total of two and one-half (2-½) times regular rate for each hour directed to work and actually worked on a designated holiday.

ARTICLE 17 – VACATIONS

Section 1

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

Service Time	Vacation Credited
New Hires	If hired July 1 st to December 31 st , then the Employee shall receive five (5) vacation days on his/her date of hire; if hired January 1 st to June 30 th , then the Employee shall receive two and one-half (2-½) vacation days on his/her date of hire.
July 1 st after hire	Two (2) Weeks
Beginning of sixth (6 th) full fiscal year of employment	Two (2) Weeks and One (1) Day
Beginning of seventh (7 th) full fiscal year of employment	Two (2) Weeks and Two (2) Days
Beginning of eighth (8 th) full fiscal year of employment	Two (2) Weeks and Three (3) Days
Beginning of ninth (9 th) full fiscal year of employment	Two (2) Weeks and Four (4) Days
Beginning of tenth (10 th) full fiscal year of employment	Three (3) Weeks
Beginning fifteenth (15 th) full fiscal year of employment	Four (4) Weeks

For the purpose of calculating 'full fiscal years of employment' 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.

If fired or separating employment with the District after or before July 1st, days will be prorated.

Section 2

An employee shall provide at least twenty-four (24) hours' notice to their supervisor of their intent to utilize any vacation time. Supervisors must approve an employee's vacation time prior to any employee taking leave, except in case of accident or documented emergency.

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 (1) or more years, accumulated unused vacation time shall be paid at the time of termination/separation of employment. However, when an employee is terminated or separates from employment with the District, the current years' vacation accruals shall be prorated upon payout.

Section 5

A twelve-month employee may carry over up to five (5) accrued vacation days into the following year or receive payment at the current rate for up to five (5) accrued vacation days, or a combination of both. An additional, up to five (5) days, may also be rolled into sick leave.

ARTICLE 18 – 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 three (3) days personal leave per year. An employee shall provide at least twenty-four (24) hours' notice to their supervisor of their intent to utilize any personal time. Supervisors must approve an employee's personal time prior to any employee taking leave, 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 shall be taken in hourly or full-day increments.

Section 4

On June 30th 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 19 – SICK LEAVE

Section 1

Each employee shall be permitted to accumulate up to one thousand six hundred (1,600) hours 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 (12) sick leave days per year; each eleven-month employee will earn eleven (11) sick leave days per year and each ten-month employee will earn ten (10) sick leave days per year. Sick leave will be earned at the rate of one (1) day for each completed month of employment and will be credited on the 1st day of the following month.

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

Sick leave shall be taken in hourly or full-day 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 one thousand six hundred (1,600) hours.

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 ($\frac{1}{2}$) 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 20 – 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, stepmother, father-in-law, stepfather, sister, brother, sister-in-law, brother-in-law, stepbrother, stepsister, daughter-in-law, son-in-law, grandparents and grandchildren or any relative who is residing with the employee. One (1) 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 21 – 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 one hundred percent (100%) of the cost of the appropriate health care plan. The District will not charge any administrative fee.

ARTICLE 22 – CHILD CARE LEAVE

Section 1

Employees shall be provided with childcare 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 childcare 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 childcare leave for up to twelve (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 23 – 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 24 – 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 25 – 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 25, Section 3(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 or 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 appropriate retirement system (New York State Local Employees’ Retirement System or New York State Teachers’ Retirement System); and
 - iii) Provide the District with at least six (6) months’ notice of such retirement.

- B. When retiring from the District, an attendance incentive will be paid to the employee at the rate of thirty dollars (\$30.00) per hour of accumulated sick time. The maximum payout of any attendance incentive shall be twenty thousand dollars (\$20,000.00) per employee. The attendance incentive shall be based on the following formula: number of hours of accumulated sick time, multiplied by thirty dollars (\$30.00) per hour, up to a maximum payout amount of twenty thousand dollars (\$20,000.00) per employee. [Example: Employee has five hundred (500) hours of sick time at retirement. $500 \times 30 = 15,000$. Employee would receive \$15,000.00].

ARTICLE 26 – 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 27 – DRESS CODE

Section 1

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

ARTICLE 28 – 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 29 – 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 30 – 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 31 – 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 five (5) 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 32 – 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 District 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 33 – 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 1st of each fiscal year. Evaluations of any twelve-month employees will be completed by June 30th 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 34 – 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 (3) 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 incompetence 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 proceedings.

ARTICLE 35 – 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 36 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 36 – 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 37 – 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 (6) 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 (2) 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 twenty-five dollars (\$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) workdays, 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 two (2) times 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 for the first semester at the August refresher training and for the second semester by the end of the third week of January based on his/her seniority. Bus Drivers will be required to select a minimum number of hours per day (three (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 ("twenty-four (24) hour board"). Such roster will be used to fill extra trip slots when there is less than twenty-four (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 Monitor/Bus Attendant 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 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.

DURATION OF AGREEMENT

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE HEREUNDER SET THEIR SIGNATURES THIS 6th DAY OF January, 2025.

FOR THE DISTRICT:



Stephen C. Saxton
Superintendent

Date: 1/6/2025

FOR THE CSEA:


Ryan Carbone
Labor Relations Specialist

Date: 01/06/2025


John Stamets
Unit President

Date: 1/6/25

APPENDIX A

	Grade I:			
	Food Service Helper; Monitor; Bus Attendant			
Step	2024-2025	2025-2026	2026-2027	2027-2028
1	\$15.50	\$16.00	\$16.50	\$17.00
2	\$15.60	\$16.10	\$16.64	\$17.16
3	\$15.70	\$16.20	\$16.74	\$17.31
4	\$15.80	\$16.30	\$16.85	\$17.41
5	\$15.90	\$16.40	\$16.95	\$17.52
6	\$16.00	\$16.50	\$17.06	\$17.63
7	\$16.10	\$16.60	\$17.16	\$17.74
8	\$16.20	\$16.70	\$17.26	\$17.85
9	\$16.30	\$16.80	\$17.37	\$17.95
10	\$16.40	\$16.90	\$17.47	\$18.06
11	\$16.50	\$17.00	\$17.58	\$18.17
12	\$16.60	\$17.10	\$17.68	\$18.28
13	\$16.70	\$17.20	\$17.78	\$18.39
14	\$16.80	\$17.30	\$17.89	\$18.50
15	\$16.90	\$17.40	\$17.99	\$18.60
16	\$17.00	\$17.50	\$18.10	\$18.71
17	\$17.10	\$17.60	\$18.20	\$18.82
18	\$17.20	\$17.70	\$18.30	\$18.93
19	\$17.30	\$17.80	\$18.41	\$19.04
20	\$17.40	\$17.90	\$18.51	\$19.14
21	\$17.50	\$18.00	\$18.62	\$19.25
22	\$17.60	\$18.10	\$18.72	\$19.36
23	\$17.70	\$18.20	\$18.82	\$19.47
24	\$17.80	\$18.30	\$18.93	\$19.58
25	\$17.90	\$18.40	\$19.03	\$19.69
26	\$18.00	\$18.50	\$19.14	\$19.79
27	\$18.10	\$18.60	\$19.24	\$19.90
28	\$18.20	\$18.70	\$19.34	\$20.01
29	\$18.30	\$18.80	\$19.45	\$20.12
30	\$18.40	\$18.90	\$19.55	\$20.23

	Grade II:			
	Clerk; Typist; Cashier; Teacher Aide; Cleaner; Account Clerk; Grounds/Sanitation Worker			
Step	2024-2025	2025-2026	2026-2027	2027-2028
1	\$15.60	\$16.25	\$16.74	\$17.24
2	\$15.80	\$16.45	\$16.90	\$17.41
3	\$16.00	\$16.65	\$17.11	\$17.58
4	\$16.20	\$16.85	\$17.32	\$17.79
5	\$16.40	\$17.05	\$17.52	\$18.01
6	\$16.60	\$17.25	\$17.73	\$18.22
7	\$16.80	\$17.45	\$17.94	\$18.44
8	\$17.00	\$17.65	\$18.15	\$18.66
9	\$17.20	\$17.85	\$18.36	\$18.87
10	\$17.40	\$18.05	\$18.56	\$19.09
11	\$17.60	\$18.25	\$18.77	\$19.31
12	\$17.80	\$18.45	\$18.98	\$19.52
13	\$18.00	\$18.65	\$19.19	\$19.74
14	\$18.20	\$18.85	\$19.40	\$19.96
15	\$18.40	\$19.05	\$19.60	\$20.17
16	\$18.60	\$19.25	\$19.81	\$20.39
17	\$18.80	\$19.45	\$20.02	\$20.60
18	\$19.00	\$19.65	\$20.23	\$20.82
19	\$19.20	\$19.85	\$20.44	\$21.04
20	\$19.40	\$20.05	\$20.64	\$21.25
21	\$19.60	\$20.25	\$20.85	\$21.47
22	\$19.80	\$20.45	\$21.06	\$21.69
23	\$20.00	\$20.65	\$21.27	\$21.90
24	\$20.20	\$20.85	\$21.48	\$22.12
25	\$20.40	\$21.05	\$21.68	\$22.34
26	\$20.60	\$21.25	\$21.89	\$22.55
27	\$20.80	\$21.45	\$22.10	\$22.77
28	\$21.00	\$21.65	\$22.31	\$22.98
29	\$21.20	\$21.85	\$22.52	\$23.20
30	\$21.40	\$22.05	\$22.72	\$23.42

	Grade III:			
	Custodian; Teaching Assistant; Mechanic's Helper; Senior Food Service Helper; Senior Typist; Account Clerk Typist; Senior Clerk; LPN			
Step	2024-2025	2025-2026	2026-2027	2027-2028
1	\$16.25	\$17.25	\$17.77	\$18.30
2	\$16.45	\$17.45	\$17.94	\$18.48
3	\$16.65	\$17.65	\$18.15	\$18.66
4	\$16.85	\$17.85	\$18.36	\$18.87
5	\$17.05	\$18.05	\$18.56	\$19.09
6	\$17.25	\$18.25	\$18.77	\$19.31
7	\$17.45	\$18.45	\$18.98	\$19.52
8	\$17.65	\$18.65	\$19.19	\$19.74
9	\$17.85	\$18.85	\$19.40	\$19.96
10	\$18.05	\$19.05	\$19.60	\$20.17
11	\$18.25	\$19.25	\$19.81	\$20.39
12	\$18.45	\$19.45	\$20.02	\$20.60
13	\$18.65	\$19.65	\$20.23	\$20.82
14	\$18.85	\$19.85	\$20.44	\$21.04
15	\$19.05	\$20.05	\$20.64	\$21.25
16	\$19.25	\$20.25	\$20.85	\$21.47
17	\$19.45	\$20.45	\$21.06	\$21.69
18	\$19.65	\$20.65	\$21.27	\$21.90
19	\$19.85	\$20.85	\$21.48	\$22.12
20	\$20.05	\$21.05	\$21.68	\$22.34
21	\$20.25	\$21.25	\$21.89	\$22.55
22	\$20.45	\$21.45	\$22.10	\$22.77
23	\$20.65	\$21.65	\$22.31	\$22.98
24	\$20.85	\$21.85	\$22.52	\$23.20
25	\$21.05	\$22.05	\$22.72	\$23.42
26	\$21.25	\$22.25	\$22.93	\$23.63
27	\$21.45	\$22.45	\$23.14	\$23.85
28	\$21.65	\$22.65	\$23.35	\$24.07
29	\$21.90	\$22.85	\$23.56	\$24.28
30	\$22.15	\$23.05	\$23.76	\$24.50

	Grade IV:			
	Senior Account Clerk Typist; Building Maintenance Mechanic; Cook			
Step	2024-2025	2025-2026	2026-2027	2027-2028
1	\$18.50	\$19.25	\$19.83	\$20.42
2	\$18.80	\$19.55	\$20.02	\$20.62
3	\$19.10	\$19.85	\$20.33	\$20.82
4	\$19.40	\$20.15	\$20.64	\$21.15
5	\$19.70	\$20.45	\$20.96	\$21.47
6	\$20.00	\$20.75	\$21.27	\$21.79
7	\$20.30	\$21.05	\$21.58	\$22.12
8	\$20.60	\$21.35	\$21.89	\$22.44
9	\$20.90	\$21.65	\$22.20	\$22.77
10	\$21.20	\$21.95	\$22.52	\$23.09
11	\$21.50	\$22.25	\$22.83	\$23.42
12	\$21.80	\$22.55	\$23.14	\$23.74
13	\$22.10	\$22.85	\$23.45	\$24.07
14	\$22.40	\$23.15	\$23.76	\$24.39
15	\$22.70	\$23.45	\$24.08	\$24.71
16	\$23.00	\$23.75	\$24.39	\$25.04
17	\$23.30	\$24.05	\$24.70	\$25.36
18	\$23.60	\$24.35	\$25.01	\$25.69
19	\$23.90	\$24.65	\$25.32	\$26.01
20	\$24.20	\$24.95	\$25.64	\$26.34
21	\$24.50	\$25.25	\$25.95	\$26.66
22	\$24.80	\$25.55	\$26.26	\$26.99
23	\$25.10	\$25.85	\$26.57	\$27.31
24	\$25.40	\$26.15	\$26.88	\$27.63
25	\$25.70	\$26.45	\$27.20	\$27.96
26	\$26.00	\$26.75	\$27.51	\$28.28
27	\$26.30	\$27.05	\$27.82	\$28.61
28	\$26.60	\$27.35	\$28.13	\$28.93
29	\$26.90	\$27.65	\$28.44	\$29.26
30	\$27.20	\$27.95	\$28.76	\$29.58

	Grade V:			
	Bus Driver (Class C)			
Step	2024-2025	2025-2026	2026-2027	2027-2028
1	\$23.50	\$23.50	\$24.00	\$24.50
2	\$23.75	\$23.75	\$24.44	\$24.96
3	\$24.00	\$24.00	\$24.70	\$25.42
4	\$24.25	\$24.25	\$24.96	\$25.69
5	\$24.50	\$24.50	\$25.22	\$25.96
6	\$24.75	\$24.75	\$25.48	\$26.23
7	\$25.00	\$25.00	\$25.74	\$26.50
8	\$25.25	\$25.25	\$26.00	\$26.77
9	\$25.50	\$25.50	\$26.26	\$27.04
10	\$25.75	\$25.75	\$26.52	\$27.31
11	\$26.00	\$26.00	\$26.78	\$27.58
12	\$26.25	\$26.25	\$27.04	\$27.85
13	\$26.50	\$26.50	\$27.30	\$28.12
14	\$26.75	\$26.75	\$27.56	\$28.39
15	\$27.00	\$27.00	\$27.82	\$28.66
16	\$27.25	\$27.25	\$28.08	\$28.93
17	\$27.50	\$27.50	\$28.34	\$29.20
18	\$27.75	\$27.75	\$28.60	\$29.47
19	\$28.00	\$28.00	\$28.86	\$29.74
20	\$28.25	\$28.25	\$29.12	\$30.01
21	\$28.50	\$28.50	\$29.38	\$30.28
22	\$28.75	\$28.75	\$29.64	\$30.56
23	\$29.00	\$29.00	\$29.90	\$30.83
24	\$29.25	\$29.25	\$30.16	\$31.10
25	\$29.50	\$29.50	\$30.42	\$31.37
26	\$29.75	\$29.75	\$30.68	\$31.64
27	\$30.00	\$30.00	\$30.94	\$31.91
28	\$30.25	\$30.25	\$31.20	\$32.18
29	\$30.50	\$30.50	\$31.46	\$32.45
30	\$30.75	\$30.75	\$31.72	\$32.72

	Grade VI: Bus Driver (Class B)			
Step	2024-2025	2025-2026	2026-2027	2027-2028
1	\$26.00	\$26.00	\$26.75	\$27.50
2	\$26.30	\$26.30	\$27.04	\$27.82
3	\$26.60	\$26.60	\$27.35	\$28.12
4	\$26.90	\$26.90	\$27.66	\$28.45
5	\$27.20	\$27.20	\$27.98	\$28.77
6	\$27.50	\$27.50	\$28.29	\$29.10
7	\$27.80	\$27.80	\$28.60	\$29.42
8	\$28.10	\$28.10	\$28.91	\$29.74
9	\$28.40	\$28.40	\$29.22	\$30.07
10	\$28.70	\$28.70	\$29.54	\$30.39
11	\$29.00	\$29.00	\$29.85	\$30.72
12	\$29.30	\$29.30	\$30.16	\$31.04
13	\$29.60	\$29.60	\$30.47	\$31.37
14	\$29.90	\$29.90	\$30.78	\$31.69
15	\$30.20	\$30.20	\$31.10	\$32.02
16	\$30.50	\$30.50	\$31.41	\$32.34
17	\$30.80	\$30.80	\$31.72	\$32.66
18	\$31.10	\$31.10	\$32.03	\$32.99
19	\$31.40	\$31.40	\$32.34	\$33.31
20	\$31.70	\$31.70	\$32.66	\$33.64
21	\$32.00	\$32.00	\$32.97	\$33.96
22	\$32.30	\$32.30	\$33.28	\$34.29
23	\$32.60	\$32.60	\$33.59	\$34.61
24	\$32.90	\$32.90	\$33.90	\$34.94
25	\$33.20	\$33.20	\$34.22	\$35.26
26	\$33.50	\$33.50	\$34.53	\$35.58
27	\$33.80	\$33.80	\$34.84	\$35.91
28	\$34.10	\$34.10	\$35.15	\$36.23
29	\$34.40	\$34.40	\$35.46	\$36.56
30	\$34.70	\$34.70	\$35.78	\$36.88

	Grade VII: Bus Mechanic, Head Custodian; Head Bus Driver			
Step	2024-2025	2025-2026	2026-2027	2027-2028
1	\$30.00	\$30.75	\$31.50	\$32.25
2	\$30.25	\$31.00	\$31.98	\$32.76
3	\$30.50	\$31.25	\$32.24	\$33.26
4	\$30.75	\$31.50	\$32.50	\$33.53
5	\$31.00	\$31.75	\$32.76	\$33.80
6	\$31.25	\$32.00	\$33.02	\$34.07
7	\$31.50	\$32.25	\$33.28	\$34.34
8	\$31.75	\$32.50	\$33.54	\$34.61
9	\$32.00	\$32.75	\$33.80	\$34.88
10	\$32.25	\$33.00	\$34.06	\$35.15
11	\$32.50	\$33.25	\$34.32	\$35.42
12	\$32.75	\$33.50	\$34.58	\$35.69
13	\$33.00	\$33.75	\$34.84	\$35.96
14	\$33.25	\$34.00	\$35.10	\$36.23
15	\$33.50	\$34.25	\$35.36	\$36.50
16	\$33.75	\$34.50	\$35.62	\$36.77
17	\$34.00	\$34.75	\$35.88	\$37.04
18	\$34.25	\$35.00	\$36.14	\$37.32
19	\$34.50	\$35.25	\$36.40	\$37.59
20	\$34.75	\$35.50	\$36.66	\$37.86
21	\$35.00	\$35.75	\$36.92	\$38.13
22	\$35.25	\$36.00	\$37.18	\$38.40
23	\$35.50	\$36.25	\$37.44	\$38.67
24	\$35.75	\$36.50	\$37.70	\$38.94
25	\$36.00	\$36.75	\$37.96	\$39.21
26	\$36.25	\$37.00	\$38.22	\$39.48
27	\$36.50	\$37.25	\$38.48	\$39.75
28	\$36.75	\$37.50	\$38.74	\$40.02
29	\$37.00	\$37.75	\$39.00	\$40.29
30	\$37.25	\$38.00	\$39.26	\$40.56

	Grade VIII: School Nurse (RN); Head Bus Mechanic			
Step	2024-2025	2025-2026	2026-2027	2027-2028
1	\$32.75	\$33.75	\$34.76	\$35.81
2	\$33.00	\$34.00	\$35.10	\$36.15
3	\$33.25	\$34.25	\$35.36	\$36.50
4	\$33.50	\$34.50	\$35.62	\$36.77
5	\$33.75	\$34.75	\$35.88	\$37.04
6	\$34.00	\$35.00	\$36.14	\$37.32
7	\$34.25	\$35.25	\$36.40	\$37.59
8	\$34.50	\$35.50	\$36.66	\$37.86
9	\$34.75	\$35.75	\$36.92	\$38.13
10	\$35.00	\$36.00	\$37.18	\$38.40
11	\$35.25	\$36.25	\$37.44	\$38.67
12	\$35.50	\$36.50	\$37.70	\$38.94
13	\$35.75	\$36.75	\$37.96	\$39.21
14	\$36.00	\$37.00	\$38.22	\$39.48
15	\$36.25	\$37.25	\$38.48	\$39.75
16	\$36.50	\$37.50	\$38.74	\$40.02
17	\$36.75	\$37.75	\$39.00	\$40.29
18	\$37.00	\$38.00	\$39.26	\$40.56
19	\$37.25	\$38.25	\$39.52	\$40.83
20	\$37.50	\$38.50	\$39.78	\$41.10
21	\$37.75	\$38.75	\$40.04	\$41.37
22	\$38.00	\$39.00	\$40.30	\$41.64
23	\$38.25	\$39.25	\$40.56	\$41.91
24	\$38.50	\$39.50	\$40.82	\$42.18
25	\$38.75	\$39.75	\$41.08	\$42.45
26	\$39.00	\$40.00	\$41.34	\$42.72
27	\$39.25	\$40.25	\$41.60	\$42.99
28	\$39.50	\$40.50	\$41.86	\$43.26
29	\$39.75	\$40.75	\$42.12	\$43.53
30	\$40.00	\$41.00	\$42.38	\$43.80

APPENDIX B

Avoca School District Support Staff Performance Report

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)