# **AGREEMENT**

by and between the

**SUPERINTENDENT** 

of the

WEST SENECA CENTRAL SCHOOL DISTRICT

and the

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

West Seneca CSD Unit 671600 Erie County Educational Local 868

July 1, 2025- June 30, 2029

## **Table of Contents**

ARTICI	<u>LE</u>	<u>PAGE</u>
AGREE	EMENT	1
I.	RECOGNITION	2
II.	DEFINITIONS AND INTERPRETATION	2
III.	CSEA - DISTRICT RELATIONS	4
IV.	DUES DEDUCTIONS	4
V.	COMPENSATION	5
VI.	INSURANCE	7
VII.	TIME OFF FROM WORK	11
VIII.	VACATIONS & HOLIDAYS	13
IX.	SICK LEAVE	16
X.	PERSONAL, BEREAVEMENT AND JURY DUTY LEAVE	18
XI.	RETIREMENT	20
XII.	PROBATIONARY PERIOD, PERMANENCY AND PROMOTION	20
XIII.	WORKING CONDITIONS	22
XIV.	LAYOFF – BUMPING	32
XV.	DISCIPLINE AND DISCHARGE PROCEDURE	34
XVI.	GRIEVANCE PROCEDURE	36
XVII.	INFORMATION	37
XVIII.	UNION LEAVE	38
XIX.	MISCELLANEOUS PROVISIONS	38
XX.	EVALUATIONS	39
XXI.	LEGISLATIVE CLAUSE	39
XXII.	DURATION	40
	IDIX A-1 – Salary Schedules (Employees Hired before July 1, 2020) IDIX A-2 – Salary Schedules (Employees Hired after June 30, 2020)	42 46
Index		50

## **AGREEMENT**

THIS AGREEMENT made this
WHEREAS, the CSEA has been recognized as the sole and exclusive representative of certain School District employees, and
WHEREAS, negotiations have been conducted in accordance with the requirements of Article 14 of the Civil Service Law (also known as the "Taylor Law")
NOW THEREFORE, in consideration of the foregoing, the parties agree as follows:
FOR THE ASSOCIATION: FOR THE DISTRICT:
CSEA President Superintendent Superintendent
Ordrea L. Figuera 12/10/25 CSEA Labor Relations Specialist

## ARTICLE I: RECOGNITION

### Section 1.1:

The parties hereby confirm the recognition by the Board of Education on April 27, 1970 of the CSEA as the sole and exclusive representative and the bargaining agent for and on behalf of the employees included within the Civil Service Negotiating Unit.

#### Section 1.2:

The parties hereby confirm the composition of the Civil Service Negotiating Unit to include all non-teaching, non-certified positions jurisdictionally classified by the Civil Service Department as being in the classified service of the Civil Service except the following specified positions:

Seasonal employees

Substitute employees

Those positions to be classified as exempt, managerial, confidential, legislatively enacted or represented by the Supervisors and Directors Association, and/or the Managerial Assistants and Clerical Association.

#### Section 1.3:

The CSEA hereby confirms its affirmation that it does not assert the right to strike against the government; to assist or participate in any such strike; or to impose an obligation to conduct, assist or participate in such strike as provided in Section 207.3(b) of the Civil Service Law.

## ARTICLE II: DEFINITIONS AND INTERPRETATION

#### Section 2.1:

Throughout this Agreement, each term listed below has the meaning set forth below with that term:

- a. "District" means the West Seneca Central School District and applies to all persons (e.g., the Superintendent of Schools, administrators, supervisors) and bodies (e.g., the Board of Education) properly authorized to act on behalf of the District.
- b. "Board" means the Board of Education of the District and applies only when it is intended that the Board itself shall act or refrain from action.
- c. "Superintendent of Schools" means the person appointed by the Board to serve on a regular acting or interim basis as the Superintendent of Schools, or his/her designee.
- d. "CSEA" means the Civil Service Employees Association, Local 1000, AFSCME, AFL-CIO of which Erie County Educational Local 868 West Seneca Central School District Unit 671600 is a subdivision of CSEA.
- e. Full Time: Full time shall mean an appointment to serve for four (4) or more hours per day for five (5) days a week for the prescribed work year.
- f. Part Time: Part time service shall mean an appointment to serve for less than four (4) hours per day, five (5) days a week for the prescribed work year.
- g. "Party" means the District or the CSEA. "Parties" means the District and the CSEA.
- h. "Agreement" means this Agreement, all appendices referred to in the Agreement and all amendments to this Agreement.

- i. "Amendment" means a change in the provisions of this Agreement made during its term by mutual consent of the parties.
- j. "Fiscal Year" means the period which begins at 12:01a.m. on July 1<sup>st</sup> of each year and ends at midnight on the next following June 30<sup>th</sup>.
- k. "School Year" means the period which begins at 12:01a.m. on September 1<sup>st</sup> of each year and ends at midnight on the next following June 30<sup>th</sup>.
- 1. "Execution Date" means the date on which the parties both sign this Agreement, or if the parties sign on different dates, it shall be the latest date on which a party signs.
- m. "Active Payroll" means the compensatory time when an employee is being compensated for working or is on paid leave time pursuant to this Agreement, as distinct from the time when an employee is absent or is on unpaid leave or is on layoff.
- n. "Unit" or "Negotiating Unit" each mean the employer-employee negotiating unit set forth in Section 1.2 of this Agreement.
- o. "Notice" when used with reference to the District, means giving notice in writing to the Superintendent by delivering it to the Superintendent in person (in which case the Superintendent shall sign a receipt therefore) or by email or by sending it to the Superintendent by registered or certified mail addressed to the Superintendent at the West Seneca Central School District, West Seneca, New York 14224. When "notice" is used with reference to the CSEA, it means giving notice in writing to the CSEA's Unit President by delivering it to the CSEA 's Unit President in person (in which case the Unit President shall sign a receipt therefore) or by email or by sending it to the President by registered or certified mail addressed to the Unit President at the Unit President's home address as shown on the books of the District.

#### Section 2.2:

Except when this Agreement explicitly says otherwise, the following rules apply in interpreting this Agreement:

- a. A word of one gender applies to all genders.
- b. A word of singular number applies also in the plural.
- c. Each lettered Appendix referred to in this Agreement (e.g., "Appendix A") is a part of this Agreement and is incorporated in this Agreement by reference.
- d. Any provision of this Agreement which cites a law, rule or regulation is intended to be and shall be interpreted as being only a descriptive summary of such law, rule or regulation. With respect to the subject matter of any such provision of this Agreement, it is the intention of the parties that the provisions of the cited law, rule or regulation shall control.
- e. This Agreement shall be interpreted according to the laws of the State of New York and applicable laws of the United States.

#### Section 2.3:

All the agreements which the parties have reached during negotiations are recorded in this agreement or in Memorandums of Agreement which bear the same date as the execution date.

This agreement, together with such Memorandum of Agreement, constitute the entire and complete record of the binding commitments between the parties. From and after the

Execution Date of this Agreement, no other document shall constitute a binding commitment between the parties unless it is (1) dated on or after such Execution Date and (2) signed by duly authorized representatives of both parties.

## ARTICLE III: CSEA – DISTRICT RELATIONS

### Section 3.1:

The District reserves and retains solely and exclusively all of its inherent rights to manage the District as such rights existed prior to the execution of this Agreement, together with whatever rights may be granted to the District by later developments of law.

#### ARTICLE IV: DUES DEDUCTIONS

#### Section 4.1:

The CSEA shall have exclusive payroll deduction of membership dues and premiums for CSEA group insurance policies for such employees as shall individually and voluntarily authorize such payroll deductions in writing.

#### Section 4.2:

Following each pay period, the School District shall transmit the amount so deducted to the CSEA and/or its designated agent.

#### Section 4.3:

The CSEA shall certify to the School District, in writing, the current rate of its membership dues and in the event of any change of rate of its membership dues during the duration of this contract certify to the School District, in writing, such changed rate at least thirty (30) days prior to the effective date of such change.

#### Section 4.4:

Such deductions shall be deducted over 20 pay periods in an amount which shall be determined by the parties.

#### Section 4.5:

Any employee may withdraw his authorization, in writing, at least two (2) weeks prior to the effective date of such withdrawal. Such notification of withdrawal shall be by registered mail directed to the Department of Human Resources, who shall transmit a copy of such notification of withdrawal to the President of the West Seneca School Unit of the CSEA.

#### Section 4.6:

The Civil Service Employees Association, Inc., Local 1000, AFSCME, AFL-CIO ("CSEA") as the exclusive representative of CSEA West Seneca Negotiating Unit, will provide a list of members that have authorized the deduction of union dues. CSEA will also provide a list of non-members who have not approved deduction of union dues or any other fees, except health insurance premiums, if applicable, and those required by law. CSEA shall refund non-members for any agency fees that are erroneously remitted to it. Further, CSEA shall indemnify and hold West Seneca Central Schools harmless against any and all claims or

damages, for alleged unauthorized deductions made based on the lists provided by the Union. CSEA will advise West Seneca Central Schools in writing of any amendments to such lists and this indemnification clause shall be applicable to such amendments.

#### ARTICLE V **COMPENSATION**

#### Section 5.1:

Compensation shall be as called for in Appendix A-1 and A-2.

The District is permitted to consider relevant experience and qualifications when determining the appropriate step placement for new hires, up to Step 5. Placing a new hire beyond Step 1 shall require approval of the Superintendent or his/her designee.

Each employee hired prior to February 1st shall receive an increment on the following July 1st.

#### Section 5.2:

Longevity increments shall be added to the compensation of each full time employee if such employee has completed the required length of service in the amounts specified as follows:

LENGTH OF SERVICE	<u>AMOUNT</u>
After thirteen (13) years of service	\$600.00
After twenty (20) years of service (an additional)	\$700.00
After twenty-five (25) years of service (an additional)	\$800.00

In the event that the full time employee completed the required length of service between July 1 and December 31 of any year, fifty percent (50%) of such longevity increment shall be added to the compensations of such full time employee on January 1. Payment of longevity increments will be made in July or January, whichever is appropriate, through regular payroll. Only full-time service will count for purposes of calculating longevity.

#### Section 5.3: Mileage

Employees that use their personal vehicles for District business shall receive mileage reimbursement at the IRS rate.

## **Section 5.4:** Overtime and Compensatory Time

- A. Each employee covered under this contract who works in excess of eight (8) hours per day or forty (40) hours per week shall be paid one and one half (1 ½) times his/her straight time hourly rate for each hour or part thereof worked. In the computation of regular time to determine an employee's eligibility for overtime, jury duty, bereavement, holidays, and all earned accruals, except sick leave/illness and family illness, shall be counted as regular time worked.
- B. Compensatory Time. Employees, at their option, may elect to receive compensatory time at time and one half rate in lieu of the overtime payment described above in Section 5.4(A), pursuant to the process set forth below.
- C. Amount of Compensatory Time. Compensatory time shall be cumulative to 72 hours (56 hours for 10 month employees).
- D. Use of Compensatory Time.
  - A) Excess of three consecutive days: Requests to use an excess of three consecutive days of compensatory time will be made no less than four weeks in advance. All requests will be made to the Supervisor/Department Head/Administrator of the employee. If a request is denied it can be reviewed at the employee's request by Superintendent or his/her designee.
  - B) More than one and up to three consecutive days: Notification of use of more than one and up to three consecutive days of compensatory time will be provided no less than two (2) weeks in advance.
  - C) Adjacent days: Notification of use of compensatory time that immediately precedes or immediately follows one of the three breaks in the school year or is adjacent to a holiday/long weekend or a vacation/personal day will be provided no less than two weeks in advance.
  - D) One day or less: Notification of use of one day or less of compensatory time will be provided as soon as possible.
- E. Each employee covered under this contract who works on a Holiday shall receive two (2) times his/her regular daily rate of pay for work on the Holiday in addition to his/her Holiday pay.
- F. Only those employees who work on staff development days at the request of the District will be paid at their respective straight times therefor.

#### Section 5.5: Educational Reimbursement

The District shall reimburse employees for job related education expenses in accordance with the following:

- a. The course must be from an accredited or recognized program (including Adult/Continuing education).
- b. The course must be taken outside of the employee's regularly scheduled work day.
- c. The course must be directly related to the employee's current position in the District.

- d. Only TUITION shall be reimbursable. The amount is limited to \$200 per fiscal year (July 1 June 30) per employee and shall be paid upon submission of a paid receipt and verification of successful completion of the course.
- e. ALL COURSES MUST BE SUBMITTED FOR APPROVAL, IN ADVANCE, TO HUMAN RESOURCES. Forms for this purpose are available from the Human Resources Office (and on the District website).

### **Section 5.6:** Perfect Attendance

In July of each school year, the District shall pay any full time employee who has not taken any sick, or unpaid leave during the preceding twelve (12) month period (i.e., July 1– June 30) a bonus of \$250.

## ARTICLE VI: INSURANCE

## Section 6.1:

The District will pay a percentage of the cost of family or single coverage, as the case may be, for all full time employees to provide coverage for health care expenses. The coverage under the plan will be substantially equivalent to options provided under the Encompass C plan. The employee contribution per pay period (over 20 pay periods) for coverage of health care expenses is as follows:

A. For those unit members appointed prior to 2/27/14, the following options will be available for all full time employees:

#### 1. Platinum Plan

Effective 7/1/25, the District will pay 89% of the monthly premium and the Employee will be responsible for the remaining 11%. (Effective 7/1/26, the District will contribute 88% and the Employee will be responsible for the remaining 12%; effective 7/1/27, the District will contribute 86% and the Employee will be responsible for the remaining 14%).

Consistent with Internal Revenue Service Regulation 105 (h), for any employee who selects coverage under this plan, the District will make the following annual contribution:

Single coverage: \$250 Family coverage: \$450

B. For those unit members appointed after 2/27/14, the following options will be available for all full time employees:

#### 1. Platinum Plan

Effective 7/1/25, the District will pay 83% of the monthly premium and the Employee will be responsible for the remaining 17%. (Effective 7/1/26, the District will contribute 82% and the Employee will be responsible for the remaining 18%; effective 7/1/27, the District will contribute 80% and the Employee will be responsible for the remaining 20%).

\*\*Employees hired on or after 7/1/2020 shall not be permitted to enroll in the Platinum Plan.

Consistent with Internal Revenue Service Regulation 105 (h), for any employee who selects coverage under this plan, the District will make the following annual contribution:

Single coverage: \$250 Family coverage: \$450

#### 1. Gold Plan

The District will pay 95% of the monthly premium and the Employee will be responsible for the remaining 5%.

Consistent with Internal Revenue Service Regulation 105 (h), for any employee who selects coverage under this plan, the District will make the following annual contribution:

Single coverage:

\$500

Family coverage:

\$1,000

#### 2. Silver Plan

The District will pay 95% of the monthly premium and the Employee will be responsible for the remaining 5%.

Consistent with Internal Revenue Service Regulation 105(h), for any employee who selects coverage under this plan, the District will make the following annual contribution:

Single coverage:

\$500

Family coverage:

\$1,000

#### 3. Bronze Plan

The Employee contribution per pay period (20 pay periods) for coverage under this plan will be \$25.00 from September through June for family coverage and \$10.00 from September through June for single coverage.

Consistent with Internal Revenue Service Regulation 125, for any employee who selects coverage under this plan, the District will make the following annual contribution:

Single coverage:

\$1,000

Family coverage:

\$2,000

# A. For those unit members appointed after 2/27/2014, the following options will be available for all full time employees:

#### 1. Platinum Plan

The District will pay 85% of the monthly premium and the Employee will be responsible for the remaining 15% of the monthly premium. (Effective 7/1/21, the District will contribute 84% and the Employee will be responsible for the remaining 16%; effective 7/1/23, the District will contribute 83% and the Employee will be responsible for the remaining 17%).

\*\*Employees hired on or after 7/1/2020 shall not be permitted to enroll in the Platinum Plan.

Consistent with Internal Revenue Service Regulation 105 (h), for any employee who selects coverage under this plan, the District will make the following annual contribution:

Single coverage: Family coverage:

\$250

\$450

#### 2. Gold Plan

The District will pay 90% of the monthly premium and the Employee will be responsible for the remaining 10% of the monthly premium.

Consistent with Internal Revenue Service Regulation 105 (h), for any employee who selects coverage under this plan, the District will make the following annual contribution:

Single coverage: \$500 Family coverage: \$1,000

#### 3. Silver Plan

The District will pay 90% of the monthly premium and the Employee will be responsible for the remaining 10% of the monthly premium.

Consistent with Internal Revenue Service Regulation 105(h), for any employee who selects coverage under this plan, the District will make the following annual contribution:

Single coverage: \$500 Family coverage: \$1,000

#### 4. Bronze Plan

The District will pay 95% of the monthly premium and the Employee will be responsible for 5% of the monthly premium.

Consistent with Internal Revenue Service Regulation 125, for any employee who selects coverage under this plan, the District will make the following annual contribution:

Single coverage: \$1,000 Family coverage: \$2,000

#### Section 6.2:

Those full time employees who have coverage for health care expenses through another source, and elect on a form provided by the District, not to participate in the foregoing District plan for health care coverage, shall be provided the opportunity to participate in the following "waiver plan". Employees who receive health insurance coverage from the District as a dependent of another District employee shall not be entitled to participate in the "waiver plan" set forth below.

#### Section 6.3:

An employee-participant in the waiver plan will be credited \$333.33 for each full month he or she does not participate in the District's health care coverage plan. If due to an event consistent with "COBRA" regulations regarding loss of coverage, an employee so eligible will be entitled to enroll, consistent with the rules of the District's health insurance carrier, for the coverage provided under Section 6.1 of this Agreement. Not later than the first pay period in June of the year said coverage was waived the employee will be paid the amount credited hereunder for each month he/she waived said coverage. Any employee who waives coverage for the entire 12 months of a benefit year will be paid \$4000 during the first pay period in June of the year said coverage was waived.

For employees hired on or after 7/1/2020 who waive coverage for the entire 12 months of a benefit year will be paid \$2000 during the first pay period in June of the year said coverage was waived (Prorated at \$166.66 for each month for which such coverage is waived).

#### Section 6.4:

An employee not on the District's active payroll will be eligible to participate in the various plans provided under this Article VI upon advance payment of one hundred percent (100%) of the premiums therefore according to the requirements of the District's Business Office.

#### Section 6.5: Sick Leave Conversion at Retirement

Accumulated sick leave will be converted to a lump sum account upon separation of employment due to retirement purposes, in accordance with the provisions of the NYS Local Employee Retirement System. The account will be utilized to pay for cost of coverage of allowable health care expenses in retirement. The following preconditions shall apply:

Calculation: The number of accumulated sick leave days multiplied by: \$200.00

For the purpose of sick leave conversion at retirement, there will be no maximum of accumulated sick leave.

Effective 1/1/2021, an employee must serve the District with no less than 45 days advance written notice of resignation for purposes of retirement in order to be eligible for the conversion of sick leave at retirement pursuant to this section, unless retirement is due to an unforeseen medical condition which does not allow 45 days advance written notice to be provided.

### Section 6.6: Dental

The District will pay 100% of family, dual (2 person coverage), or single coverage as the case may be, for all full time employees to provide coverage for dental care expenses. The coverage under the plan will be substantially equivalent to plan type PPO-UA.

Effective July 1, 2020, members shall have the option to purchase the CSEA administered CSEA Employee Benefits Fund (EBF). The District will pay the premium cost of such coverage up to a maximum of \$550 annually to any member selecting this plan.

Members will also have the option to participate in the CSEA Employee Benefits Fund (EBF) at full cost to the member. Members choosing to participate in the CSEA Vision plan can maintain their current Vision coverage provided by the District.

#### Section 6.7: Section 105 Plan

The District shall provide employees with a plan consistent with Section 105 of the Internal Revenue Code.

## Section 6.8: Section 125 Plan

The District will establish a plan for employees to utilize pre-tax dollars to pay for unreimbursed medical expenses and dependent care expenses under Section 125 of the Internal Revenue Code.

### ARTICLE VII: TIME OFF FROM WORK

## Section 7.1: ABSENCES

#### **Section 7.1.1:**

The following definitions apply to this Article:

- a. An employee is absent when the employee does not work a portion or any of the hours the employee is scheduled to work on a given day in their regularly scheduled work year. An employee is absent without leave when they fail to notify the District of an absence.
- b. An employee is tardy when the employee reports for work after the assigned reporting time but works the balance of the hours which the employee was expected to work for that day.
- c. An incident is: (1) each day or consecutive days of sick leave with or without leave, (2) each day on which an employee is tardy for one hour or more with or without calling in. Incidents will be calculated for those employees who have used more than three sick leave days in a twelve month period.

If a documented family illness exists, the District will waive those absences related to the family illness for the purposes of this Article.

#### **Section 7.1.2:**

When an employee accesses the District-wide attendance reporting system to report an Absence, the employee must identify the reason for the absence and must identify the day on which the employee expects to return to work. If an employee knows that he or she will be tardy for one hour or more, the employee must contact the supervisor/administrator/department head as soon as practicable to report the tardiness and to identify at what hour the employee expects to return to work.

#### **Section 7.1.3:**

An employee shall not leave work before the employee's scheduled quitting time ("early quit") without the permission of the employee's supervisor/administrator/department head, or Superintendent.

## **Section 7.1.4:**

An absence without leave, an unexcused absence, an unexcused tardiness and an early quit without the permission of the supervisor/administrator/department head are all without pay and are all matters for which an employee can be disciplined in accordance with Section 7.1.5.

## **Section 7.1.5:**

In accordance with the principle of progressive discipline, the following penalties will be imposed by the District for 3 or more incidents within a 90 day period of time as outlined below:

First	Documented Verbal Warning	
Second	Written Warning (subject to review within 5	
	working days by the Human Resources	
	Administrator or designee)	
Third	Final Written Warning and Suspension	
	without pay for three days (subject to review	
	within 5 working days by the Superintendent	
	or designee)	
Fourth	Dismissal (subject to the Arbitration provision	
	in grievance procedure)	

The first step of this process is applicable to an employee who has not received a disciplinary notice under this Article of the contract for a period of twelve (12) consecutive calendar months.

## Section 7.1.6: Absent without Leave

If, for a period in excess of ten (10) consecutive workdays, an employee is absent without leave for all of the days on which the employee was scheduled to work, the employee shall be considered to have resigned unless granted an unpaid leave of absence by the Board of Education. Such a constructive resignation shall be reported to the Board and the Board shall receive and approve the resignation. When the resignation has been received and approved by the Board, the employee's

employment shall be considered to have terminated as of the first day of absence without leave and the employee shall be regarded as having forfeited all seniority, all benefits accumulated on a time basis, and all of their rights granted by this Agreement as of that first day.

## ARTICLE VIII: VACATIONS AND HOLIDAYS

#### Section 8.1:

- A. All eleven (11) and twelve (12) month full time employees shall be granted paid vacations to be scheduled by the School District as hereinafter set forth.
- B. The District agrees to provide all part-time unit members with five (5) unpaid days off annually (pro-rated for partial years of service.)

## Section 8.2:

A vacation year shall commence on July 1st of each year.

A. Vacation time is to be taken in the year immediately following the year in which it has been earned. No vacation time shall be allowed to accumulate from one year to another unless permission (IN WRITING) is granted by the Superintendent or his designee. The accumulated time shall expire at the end of the year succeeding the year in which it was deferred.

## Section 8.3:

An employee shall become eligible for vacation time after six (6) months of continuous service. An employee with less than one (1) year service as of July 1<sup>st</sup> is eligible for one day of vacation time for each month of service with a maximum of five (5) days for the first six (6) months and ten (10) days for one year.

#### Section 8.4:

A. An eleven (11) month full time employee who as of July 1st of each year has completed one or more years of continuous service is eligible for vacation time as follows:

Years of Service	Number of Days of Vacation	
After one (1) year	10 days	
After five (5) years	15 days	
After fifteen (15) years	20 days	
After twenty (20) years	24 days	

B. A twelve (12) month full time employee who as of July 1st of each year has completed one or more years of continuous service is eligible for vacation time as follows:

Years of Service	Number of Days of Vacation	
After one (1) year	10 days	
After five (5) years	15 days	
After ten (10) years	18 days	
After fifteen (15) years	20 days	
After twenty (20) years	27 days	

C. On an employee's anniversary date in their 5th, 15th and 20th year of service, they are entitled to be credited with the number of vacation days outlined in the vacation schedule in this section of the contract. The maximum number of days credited will be limited to the days outlined in the schedule.

## D. Use of Vacation Days

- 1. If employees want seniority to be the determining factor in granting requests for use of vacation days, they must submit requests between July 1 and August 15 (for the subsequent September 1 August 30)
  - a. All such requests will be reviewed by the employee's Supervisor/Department Head/Administrator or his/her designee. Employees will be advised as to whether their requests are approved or denied by no later than August 29.
- 2. All other requests will be determined on a first come, first serve basis.
  - a. Requests to use vacation days must be submitted at least four (4) weeks in advance to the employee's Supervisor/ Department Head/Administrator.
  - b. The employee's Supervisor/Department Head/Administrator or his/her designee will approve or deny the request within one week of receipt of the request.
  - c. If a request is denied, it can be reviewed by the Superintendent or his/her designee at the employee's request.
  - d. If a vacation request that was submitted on at least 4 weeks' notice is denied, the employee will have the option to "cash out" up to five (5) of their requested vacation days at their rate of pay for that year at the end of the fiscal year (June 30) in which the denial occurred, as long as up to five (5) days are remaining.
  - e. Requests to use vacation days that are made on less than four (4) weeks' notice may be granted within the sole discretion of the employee's Supervisor/Department Head/Administrator. Any denial of such a request is not subject to review or challenge by the employee or the CSEA.
- 3. Employees who would otherwise forfeit unused vacation days as of June 30 may annually convert up to five (5) such unused vacation days to sick days.

- E. Eleven (11) month employees are not limited to Winter and Spring recess except that no more than half of their vacation days may be taken in any one school year on days when school is in session.
- F. Those employed as eleven (11) month clerks are scheduled to work two hundred and thirty-eight (238) days during the fiscal year. Each year the district will establish and notify eleven (11) month clerks of the twenty-two (22) dock days to be taken during recess periods. The parties agree that eleven (11) month clerks can schedule paid vacation days in lieu of July and August dock days. Upon request and approval of the Superintendent of Schools, for the efficient and effective operation of the school where the eleven (11) month clerk is assigned, they may be scheduled to work on designated days during the dock period.

## Section 8.5: Vacation accrual when changing from 10 month to 12 month positions

- A. Any unit member who is employed in a full time 10 month position immediately preceding their appointment to a full time 12 month position, and has had continuous service to the District of *more than one year* at the time of the 12 month appointment, will be granted prorated vacation time under Sections 8.4(B).
- B. Any unit member who is employed in a full time 10 month position immediately preceding their appointment to a full time 12 month position, and has had continuous service to the District of *less than one year* at the time of the 12 month appointment, will be granted prorated vacation time under Sections 8.4(B) from the date of their first anniversary to the following July 1<sup>st</sup>.
- C. Any unit member who is employed in a full time 10 month position immediately preceding their appointment to a full time 12 month position, and has had continuous service to the District of less than six months, the employee's vacation time will be governed by Section 8.3.
- D. Only full-time service will be considered continuous service for purposes of calculating the employee's vacation time.

#### Section 8.6:

If a holiday falls within the vacation period of the employee, the District shall allow the employee to extend his/her vacation period by the number of holidays falling within the aforementioned period. When using accruals for July 4<sup>th</sup> only, employees will be compensated at 25% of their total regularly scheduled weekly hours.

## Section 8.7: HOLIDAYS

Full-time employees are compensated for the following number of holidays:

Twelve (12) month employees – 15 holidays

Eleven (11) month employees – 14 holidays

Ten (10) month employees -13 holidays

The Superintendent (or designee) will discuss the holiday schedule with the President of the Association prior to the adoption of the school calendar by the Board of Education. The District will

be mindful to schedule holidays throughout the calendar year and the scheduled holidays will include the 4<sup>th</sup> of July (for 12 month employees), Labor Day, Veterans' Day, Thanksgiving, Christmas, New Year's Day and Memorial Day.

The days assigned as holidays will be assigned and posted by the District before the commencement of each school year.

All part-time employees (less than twenty (20) hours per week) shall be entitled to five (5) paid holidays (including Veterans Day) to be designated by the Superintendent between September 1st and June 30<sup>th</sup>.

## Section 8.8:

To be eligible for any holiday granted under this agreement, an employee must be in compensable status on his/her last scheduled workday before the holiday and the next scheduled workday after the holiday. Compensable status means a workday, a sick day, a personal day, jury duty day, vacation day, job related injury or bereavement day. In the event of the use of a sick day to maintain compensable status, the employee must provide a doctor's statement to verify the illness if such statement is requested by the District via phone or email.

## ARTICLE IX: SICK LEAVE

## Section 9.1:

- A. Each full-time twelve-month employee shall be allowed twelve (12) days of sick leave per year without loss of salary.
- B. Each full-time eleven-month employee shall be allowed twelve (12) days of sick leave per year.
- C. Each full-time ten-month employee shall be allowed ten (10) days of sick leave per year.
- D. Each part-time employee shall be allowed two (2) days of sick leave per year, which may accrue up to a total of twenty-five (25) days. Such days are not eligible for conversion at retirement per Section 6.5.
- E. Sick days may be used for personal illness or injury and/or medical appointments that cannot be scheduled outside of the employee's regular workday. Sick days may also be used in cases of illness of his/her parent, child, or a member of the employee's immediate family (i.e., a person permanently residing in the personal household in which the employee resides). If an employee does not use the full amount of sick leave allowed in any fiscal year, the amount not used may accumulate from year to year.
- F. When an employee knows of the need for sick leave, the employee must report the absence on the District-wide attendance reporting system on the earliest possible work day in order to allow as much time for planning as possible. In addition, if the need for sick leave arises one hour or less prior to the start of the employee's shift, the employee must also contact his/her immediate Supervisor via telephone/text message.

An employee on sick leave will be paid for each day thereof at his or her straight time rate for the number of hours the employee otherwise would have worked on such day.

## Section 9.2:

- A. Employees who have total absences claimed as sick leave in excess of five (5) days in any school year may be requested to document the reason for such absences with a doctor's note or statement. Further, the District may request a note or statement for a single day of absence where it has reasonable cause to suspect the employee of using the leave for an unauthorized purposes.
- B. Any absence because of illness or injury of three consecutive work days or more must be supported by a certificate from a physician setting forth the nature of the illness and the date or dates on which the physician treated the employee.
- C. When an employee is on an excused absence for a period of longer than five consecutive work days; the employee must either be on a leave of absence of definite duration approved by the Board of Education, or the employee must produce a Doctor's note with an anticipated date of return to work.

### Section 9.3:

In addition to the foregoing, each full time employee shall be allowed non-cumulative additional or extended sick leave as indicated in the schedule set forth below when such employee has an extended home or hospital confinement.

Service	Days of Extended Sick	Days of Extended Sick
Years*	Leave (11 or 12 month	Leave (10 month
	employee)	employee)
1		
2	10	8
3	20	16
4	30	24
5 or more	40	32

<sup>\*</sup>Service year shall be defined as a complete year of service measured from July 1 - June 30.

Any such leave granted under this paragraph shall, at the discretion of the School District, require a physical examination by a school physician designated by the School District for verification of the confinement and inability to perform assigned duties. Such additional or extended sick leave shall be granted only where the following conditions exist:

- A. The employee is confined to home or hospital;
- B. The employee is on regular sick leave as provided in Section 9.1 above and has exhausted or is about to exhaust his accumulated regular sick leave;
- C. The absence of the employee due to personal sickness or physical disability is continuous and unbroken from the termination of regular sick leave and the commencement of the additional or extended sick leave;

- D. The additional or extended sick leave is limited to one continuous and unbroken absence due to personal sickness or physical disability in each school year; and
- E. Upon a return to duty, no further additional or extended sick leave shall be granted during such school year.

#### Section 9.4:

Following the return to duty of an employee from an extended sick leave as provided in Section 9.3 of this Article IX, the employee's annual sick leave allowance shall be debited up to two (2) days or more per year until the number of extended sick leave days which were utilized by the employee is reached. The District shall automatically debit the employee two (2) days; if the employee wishes to contribute more days, he/she must notify the Human Resources Office in writing by July 15 for eleven and twelve month employees or September 15 for ten month employees. No employee shall be granted a subsequent extended sick leave until all days utilized are repaid to the District.

#### Section 9.5:

Employees shall have their accrued leave allowance recorded on their earnings statement each pay period.

#### Section 9.6:

When an employee takes leave pursuant to the Family and Medical Leave Act of 1993, the employee shall be paid for as much as possible of such leave by charging such leave against the employee's available sick leave, personal leave and vacation time.

## ARTICLE X: PERSONAL, BEREAVEMENT AND JURY DUTY LEAVE

#### Section 10.1:

- A. Each Ten (10) month full time employee shall be allowed three (3) personal leave days in each fiscal year and each Eleven (11) and Twelve (12) month full time employee shall be allowed four (4) days of personal leave in each fiscal year. Personal leave shall be non-cumulative except that any unused personal leave days at the end of each fiscal year shall convert to sick days.
- B. The District agrees to provide all part-time unit members with three (3) personal leave days off annually (pro-rated for partial years of service.) Any unused personal leave days at the end of each fiscal year shall convert to sick days.

#### C. Use of Personal Days.

- 1. More than one consecutive personal day: Notification of use of more than one consecutive personal day will be provided no less than two (2) weeks in advance.
- 2. Adjacent days: Notification of use of personal days that immediately precede or immediately follow one of the three breaks in the school year or is adjacent to a

holiday/long weekend or comp time/vacation day will be provided no less than two weeks in advance.

- 3. One day or less: Notification of use of one personal day or less will be provided as soon as possible. When an employee knows of the need for personal leave, the employee must report the absence on the District-wide attendance reporting system on the earliest possible work day in order to allow as much time for planning as possible. In addition, if the need for personal leave arises one hour or less prior to the start of the employee's shift, the employee must also contact his/her immediate Supervisor via telephone/text message.
- D. Any accrued but unused personal days will convert to sick time immediately as of the date of an employee's retirement.

## Section 10.2:

The District shall have the right to limit the number of FT staff to five (5) percent of the bargaining unit application for personal leave on the day before or the day after a holiday. Requests will be honored in the order in which they were received. The Superintendent or designee shall not unreasonably deny an employee's request for such leave.

## Section 10.3:

- A. In addition to any other type of leave herein provided, an employee shall be granted bereavement leave, as needed, up to a maximum of five (5) working days falling within the seven (7) calendar days following the date of death of a member of the immediate family. Immediate family shall be deemed to include the employee's spouse, child, step child, parent, step parent, parent-in-law, daughter-in-law, son-in-law, brother, sister, grandchildren, grandparent, step grandparent or any other relative permanently residing in the same household as the employee.
- B. In addition, an employee shall be granted bereavement leave with pay for two (2) calendar days for attendance at the funeral service of any of the following relatives: aunt, uncle, niece, nephew, brother-in-law, and sister-in-law.

In circumstances where an employee can provide documentation as to information and circumstances whereby they need to take bereavement leave beyond seven (7) calendar days following the date of death of a member of the immediate family to the Superintendent, or designee, covered employees will be allowed to submit a request for special consideration for bereavement leave on dates beyond seven (7) calendar days following the date of death.

## Section 10.4: Jury Duty

If an employee is summoned to jury duty, the employee will be granted a paid leave of absence provided that the employee submits a copy of the summons to the Human Resources Office. An employee who meets the foregoing requirements, and in fact performs jury duty, will be paid the employee's regular rate of pay for the hours the employee would have worked in each day of absence because of jury duty.

## ARTICLE XI: RETIREMENT

## Section 11.1:

The one fiftieth (1/50) retirement benefit plan in accordance with Section 75(i) of the Retirement and Social Security Law shall apply to all eligible employees.

## Section 11.2:

The guaranteed minimum death benefit in accordance with Section 60(b) of the Retirement and Social Security Law shall apply to all eligible employees.

## Section 11.3:

Upon retirement, an employee shall be entitled to additional service credit for all accumulated unused sick leave pursuant to the provisions of Section 41(j) (up to 165 calendar days service credit toward retirement) of the Retirement and Social Security Law.

# ARTICLE XII: PROBATIONARY PERIOD, PERMANENCY AND PROMOTION

## Section 12.1: Probationary Period

- A. Every permanent appointment from a competitive Civil Service List will be for a probationary term of six (6) months.
- B. The probationary period for employees with one or more years of seniority who are promoted or transfer from the competitive to the non-competitive or labor class shall be six (6) months. An employee who fails to successfully complete his/her probationary appointment due to unsatisfactory performance shall be reinstated to his/her previous position.
- C. Fingerprinting: For employees hired on or after July 1, 2025 who are mandated to be fingerprinted to commence employment with the District, the District will reimburse the employee for the cost of such fingerprinting upon successful completion of the employee's probationary period with the District and the filing of a receipt or proof of payment to the Human Resources Office.

### Section 12.2:

- A. Upon fulfilling all requirements of eligibility such appointment shall become permanent upon satisfactory completion of the period of probation.
- B. Any employee who returns or is returned to his/her former title shall not suffer any loss of seniority or economic/non-economic benefits.
- C. Any employee who is transferred or promoted from the competitive, non-competitive or labor class to one of the other classes mentioned previously in this sentence, shall be allowed to carry his/her seniority with him/her for the purpose of retaining and accruing all economic and non-economic benefits to which the employee was entitled prior to the change of class or to which he/she was and still is entitled under the contract.

#### Section 12.3:

Any ten (10) month employee who is not to be rehired for the succeeding school year shall be notified by July 15<sup>th</sup>.

### Section 12.4:

When an employee is promoted or changes job titles, that employee will be placed on the same step on the salary schedule under the employee's new classification as they were at in their prepromotion classification (i.e. step 10 to step 10).

## **Section 12.5**:

Employees who work out of title, with the prior approval of the Superintendent of Buildings and Grounds, Supervisor of Transportation, Food Service Manager, Principal, or their designee, commencing on the first day, for a period of three and one half (3.5) hours or more, per work day including holidays, call backs and overtime shall be paid at the higher rate of pay for the higher classification. The employee must work the day before and the day after the holiday at the rate of the higher classification to be entitled to the compensation at the out of title rate of pay.

#### **Section 12.6:**

Non-teaching vacancies due to a creation of new positions, resignations, promotions, lateral transfers or retirements shall be posted for a minimum of seven (7) work days and a maximum of ten (10) work days, as determined by the District. The District may approach the CSEA President or his/her designee in special circumstances to discuss and agree upon an alternative posting period.

Such postings will include the following information: Job classification, hours of work, hourly rate, minimum qualifications, shift and work location (building and department).

#### Section 12.7:

A. When jobs are posted, employees may apply for a transfer or, depending on the employee's current job title, a promotion. All requests shall be evaluated on the basis of skills, out-of-district experience, in-district experience, seniority, the employee's most recent evaluation (and/or recommendation of the current supervisor), any particular job related requirement, a need unique to the position, and attendance within the last 18 months. In considering the employee's attendance, absences for military leave, jury duty, vacation, bereavement leave, or a documented absence due to illness or disability of the employee or family member shall not count against the employee.

There may be occasions when employees in the same title covered by the CBA may wish to voluntarily transfer work locations with the West Seneca Central School District. The administration of the School District may agree that it would be operationally beneficial to the organization and to the individuals who voluntarily request such a transfer. Therefore, employees in the same job title will be allowed to voluntarily transfer work locations. However, such requests are subject to the review and approval of the Superintendent of the West Seneca Central School District.

When an employee holding an encumbered position is on an unpaid leave of absence, or has otherwise vacated the position, the Superintendent may recommend to the Board of Education an individual to fill the position on a temporary basis. Upon appointment by the Board, the appointee will become a member of the bargaining unit and be compensated in accordance with the terms of the Collective Negotiations Agreement.

- B. A two member transfer committee shall be established to screen and review credentials of all eligible applicants. The committee shall consist of the appropriate departmental supervisor (or principal) and the union president (or designee). If the departmental supervisor (or designee) and principal (or designee) wish to participate on the committee for a particular transfer, the union president shall be entitled to appoint an additional person, and the transfer committee for that position shall consist of four members. If the committee can agree the best qualified candidate is a person currently in that job title, then a transfer shall be made. Otherwise, the Human Resources Administrator, considering all applicants for the position, shall fill the vacancy. The decision to grant or deny a transfer shall not be subject to the grievance procedure.
- C. An unsuccessful applicant for transfer may request a meeting with the committee or the Human Resources Administrator regarding the reasons for the denial of the transfer.
- D. An employee who successfully transfers shall remain in the new position for the balance of that school year and the next successive school year before becoming eligible for another transfer.

## ARTICLE XIII: WORKING CONDITIONS

## **Section 13.1:** School Closings Due to Weather/Emergency Conditions

When schools are closed to students and teachers because of adverse weather or other emergency conditions, the following procedure shall be implemented:

- A. If the schools are closed prior to the regularly scheduled starting time:
  - 1. Employees whose titles are covered under the bargaining unit shall not report for work and shall receive their daily rate of pay without loss of any leave accruals.
  - 2. The Superintendent of Schools will determine which of the employees defined in this Subdivision (1), who are employed in the various divisions or departments of the District, are needed to provide services. Those employees shall report to work.

If an employee who is directed to report to work is unable to report due to climatic conditions, road conditions, or other reason(s), such employee shall be entitled to his/her daily rate of pay without loss of any leave accruals on presentation of the reason(s) justifying the absence to the Superintendent of Schools. For the purposes of this provision, presentation shall be defined as calling the Superintendent of Schools, stating the reason and gaining approval for not being able to report to work. The Superintendent of Schools shall not unreasonably withhold approval as provided in this paragraph.

- 3. Any employee who reports to work as set forth in Subdivision (2) above or is otherwise called in to work shall receive paid compensatory time off for the hours worked in addition to his/her daily rate of pay for each day(s). If the employee works beyond his/her normal daily hours of work, the affected employee shall be paid one and one half (1 ½) times his/her hourly rate of pay for each hour or part thereof worked beyond the aforementioned hours of work in accordance with Section 5.4 of Article V.
- B. If students are dismissed after the beginning of the school day because of adverse weather or other emergency conditions:
  - 1. All employees encumbering the title of Nurse, Health Aide, Teacher Aide, BusDriver, Bus Attendant, and Food Service employees who have reported to work shall be dismissed in accordance with the practices established in previous school years for the dismissal of such employees when schools were closed after the commencement of the school day. That is, these employees may leave after the students have been dismissed and their services are no longer needed. Employees who have not reported to work shall not be required to report to work and shall receive their daily salary without loss of leave accruals. Employees who reported to work and who are subsequently dismissed shall, also, receive their entire daily salary without loss of leave accruals.
  - 2. All employees whose titles do not appear in Subdivision (1) of this Part (B) shall remain at their assignments until released by the Superintendent of Schools or until the end of their shift, whichever comes first. Employees covered under this Subdivision (2) who are released prior to the end of their shift shall be guaranteed their full daily salary without loss of leave accruals. If any employee remains at work as provided herein following the dismissal time of the last group of students, he/she shall receive paid compensatory time off for each hour or part thereof which he/she spends completing his/her normal shift assignment following the aforementioned dismissal time in addition to his/her regular daily salary. Second shift personnel may be called to report for their complete shift and shall receive their daily salary for the day plus paid compensatory time off as provided in Subdivision (3) of Part (A) of this Section 13.1. If the second shift personnel are not called, they shall be paid in accordance with the guidelines set forth in Paragraph (1) of Part (A) or this Section 13.1.
- C. The above procedures with regard to attendance and pay shall be adapted and used during those periods of the school year when students are not attending classes and the schools and buildings of the District are closed by the Superintendent of Schools.
- D. Employees who are on a paid leave of absence shall not have their accumulated leave accruals reduced when schools are closed as provided in Part (A) of this Section 13.1.

#### Section 13.2:

For purpose of this Section a CALL BACK shall be defined as a request by a school administrator or police department in the event of a break-in to return to work sometime between the end of a shift and the start of the next regularly scheduled shift for an individual. An early start on a shift shall not be considered a call back. When an employee reports to work in a call back situation, a minimum of two (2) hours of payroll time shall be assured. Weekend or holiday building checks are to be excluded from this Section. However, if a call back occurs prior to a weekend or holiday building

check, the building check shall be included in the two (2) hour minimum. Building checks shall be limited to one (1) hour for all elementary buildings and East Senior High. One and a half (1 ½) hours shall be allowed for West Senior High, West Middle and East Middle-Elementary combination. It is understood that the full time allotted will be spent on duty by the person conducting the building checks.

- A. When a Maintenance or Custodial unit member is able and approved by the District to respond electronically without being on-site to an environmental alarm (i.e., boiler, freezer, sump pump) while off duty, he or she will be compensated by the District with ½ hour of compensatory time, provided an on-line alarm report is completed by the Employee. When a Clerical unit member is able and approved by the District to electronically access a report or data while off-site and off duty, he or she will be compensated by the District with ½ hour of compensatory time.
- B. Custodial members of the Unit will be exclusively responsible to regularly open and close District buildings. This does not preclude a District Administrator from opening or closing a building when an unplanned or emergency situation arises.

#### Section 13.3:

- A. Notwithstanding Section 2 of Article XIII (Working Conditions) of the Agreement between the Civil Service Employees Association, Inc. and the Superintendent of Schools of the West Seneca Central School District, the Employer agrees not to change or otherwise modify the regular work day and/or the regular work week (five days between Monday and Saturday) of an employee as previously established for the purpose of circumventing the payment of overtime. The District will not change the regular work week of an employee who was hired prior to July 1, 2025 and assigned a Monday through Friday work week. The District will post any vacancies that include Saturday in the regular work week consistent with Section 12.6.
- B. Changes of an employee's work day/work week as referred to above, may be implemented with the following stipulations: changes will not be implemented in violation of Section 13.3, A, of the collective bargaining agreement. To define the avoidance of overtime referred to in Section 13.3, A, a modification may be implemented when the necessity of a change is for a period of 30 consecutive days or more. Additionally, when practicable, the District shall give five (5) working days' notice of the change to affected employees and CSEA.
- C. Effective July 1, 2025, and during the term of this Agreement only, 70% of the number of employees determined by the District necessary to complete all bus runs, less ten (10) Bus Drivers, will be employed by the District; provided, however, the purchase of the number of buses deemed by the District necessary therefor is approved by the District's voters.

#### Section 13.4: Uniforms

Food Service personnel shall be provided with two (2) uniforms per school year.

## Section 13.5: Apparel/Footwear

The District shall provide Groundsworkers, Head Custodians, Senior Custodians, Custodians, Maintenance Mechanics, Maintenance Mechanic Helpers, Laborers and Bus Mechanics with an apparel/footwear allowance of two hundred dollars (\$200) each year. Full-time cleaners will receive a shoe allowance of ninety dollars (\$90) each year upon the completion of probation.

## Section 13.6:

Food Service personnel required to attend meetings beyond the scheduled work day shall be compensated at the normal hourly rate for attendance at such meetings up to a maximum of fifteen (15) hours in a given year per employee, subject to the forty (40) hour overtime provision of the Fair Labor Standards Act.

## **Section 13.7:** Labor/Management Committee

The parties to this contract agree to establish a Labor/Management Committee for the purposes of discussing and resolving problems which may develop.

## Composition of the Committee:

- a. Three (3) members selected by the Union. Two (2) shall be selected for a term to run from July 1 June 30 while the third member may be selected on a rotating basis according to need/topic to be discussed.
- b. Three (3) members selected by the District.
- c. Professional staff of the Union when Union members of the Committee deem it necessary.

Meetings shall be convened within five (5) days, whenever possible, following written notice from one party to the other. Such written notice shall be sent to the Superintendent of Schools when the Union requests a meeting and to the Union President when the District requests a meeting. The requesting party shall submit an agenda of items to be discussed with the request to meet. Meetings shall be limited to no more than one (1) per month.

#### Section 13.8:

In accordance with the school district policy, there shall be no smoking or use of tobacco products by an employee on school district property (inclusive of buildings, grounds, vehicles, etc.)

## Section 13.9:

A Teacher Aide shall be given ten (10) days' notice of an involuntary transfer or reassignment to another position. Teacher Aides will receive notification to their home including scheduled workdays and building assignments for the upcoming school year no later than August 1<sup>st</sup> of each year. Such notification is understood to be tentative and subject to change.

#### **Section 13.10:**

All those employees in security officer positions shall be provided with two (2) shirts per year identifying them as members of the security officer staff of the school district. As a term and

condition of employment, the officers shall be required to wear the shirts while performing duties for the District. Effective July 1, 2008, the District will issue approved security jackets in lieu of shirts.

## Section 13.11: Four Day Work Week

- 1. Effective the week subsequent to the closing of schools through the month of August, the regular business of the District will be scheduled on a four (4) day work week Monday through Thursday; and
- 2. Subject to the direction of the Director of Facilities and individual building administrators, buildings will generally be open from 6:00AM to 5:00PM; and
- 3. The District may designate that certain buildings will remain on a Monday through Friday work week; and
- 4. Provided that staffing requirements are met to cover school district operations, and with the approval of the employees' supervisor, opportunities will be provided to the staff in these buildings to work a flexible work week; and
- 5. Employees must be able to demonstrate that through work, or use of compensatory time and/or accruals, they have met the required weekly hours for the position they hold (i.e. 30, 37.5 or 40 hours per week); and
- 6. During this period, employees, including those employed prior to 1991, will be required to submit to the business office, duly approved documentation verifying their time; and
- 7. In accordance with Section 8.2 of the agreement, employees may seek approval from the Superintendent to carry over unused vacation time. Such requests will not be unreasonably denied; and
- 8. The parties agree that only for the period covered by this section, that the terms of Section 5.4 "Each employee covered under this contract who works in excess of eight (8) hours per day shall be paid one and one half (1 ½) times his/her straight time hourly rate for each hour or part thereof worked" shall be waived; and
- 9. The parties agree that any employee who is credited with more than 40 hours in a work week shall be paid one and one half (1 ½) time his/her straight time hourly rate for each hour, or part thereof, worked; and
- 10. Overtime authorized by a Supervisor will not be used to offset the normal work week of an employee without the consent of that employee; and
- 11. Those individuals who hold clerical positions and are scheduled to work 11 months per year will be allowed to credit "dock days" during this period; and
- 12. Sick days, personal leave, jury duty and bereavement days will be credited consistent with the daily hours employees are normally scheduled to work; accruals will be reconciled over the period; and
- 13. Breaks and lunches will be provided in accordance with New York State law; however, by mutual agreement between the individual and their supervisor, breaks and lunch periods may be waived to meet the weekly hours required for the position.

#### **Section 13.12:**

All 11-month positions shall be converted to 12-month positions effective July 1, 2026.

#### Section 13.13: Nurses

A. Each Nurse who assists with or gives physicals during periods of time other than their normal work day, work week and/or work year shall receive a minimum call in of two and one half (2.5)

- hours pay. Any hours worked beyond two and one half (2.5) hours shall be paid at the applicable rate of pay of the affected employee
- B. Nursing personnel shall be allowed up to five (5) extra days with pay to set up charts and records prior to the first day of school.
- C. The District shall reimburse nurses who are actively employed by the District for the renewal of their licenses on or after July 1, 2025 upon completion of the renewal process and the filing of a receipt or proof of payment to the Human Resources Office.

## Section 13.14: Transportation Department

- A. Drivers shall be paid a minimum of two (2) hours at their regular rate of pay on extra trips of two (2) hours or less.
- B. In addition, a Bus Driver or Bus Attendant shall receive a meal allowance of fifteen dollars (\$15.00) on an extra trip of five (5) hours or more upon submission of such expenditure. The driver or attendant shall also receive the meal allowance referenced above each four (4) hours thereafter. If a driver is on an overnight trip, the District policy on meals for overnight trips shall apply.
- C. In accordance with established practice, the School District and its agents and/or management personnel agree to continue the following terms and conditions of employment relating to Bus Drivers.
  - Any Bus Driver who is called into work shall be guaranteed a minimum of two (2) hours
    pay for such call-in. However, in instances where a Bus Driver is asked to remain after
    his/her regularly scheduled run in order to perform additional work, such time worked shall
    not be considered a call-in. In such situations the Bus Driver shall be paid only additional
    time worked and/or spent waiting work.
- D. Reporting all absences and awarding mid-day runs when the regular driver or attendant is absent shall be administered as follows:
  - 1. For a.m. assignments, drivers and attendants shall call in absences before 6:00 a.m., and for p.m. assignments, 10:00a.m. according to the District-wide attendance recording system (see Section 7.1.3), unless notification was previously provided.
  - 2. Midday assignments which become available due to the absence of the regularly scheduled employee shall, provided that notice requirements for reporting absences are met, be given to the most senior driver or attendant who is available. Availability shall be limited to those who have no previously scheduled midday assignment. Each call-in by an employee will be treated as a separate absence; that is, if an employee calls in absent, paragraph D will be applied for each reported absence.
  - 3. An employee temporarily assigned to a midday assignment as outlined above in paragraph D-2 will continue in that assignment for the duration of the employee's absence.

- E. Bus Mechanics shall receive up to \$1500 per year for tools and clothing. The mechanics may purchase these items and submit a receipt for reimbursement or acquire these items through a vendor with whom the District has an account. If the mechanic leaves the employ of the District before his/her first anniversary date, the mechanic shall reimburse the District for any payments made under this provision. Mechanics may choose to continue to have the allowance added to their annual salary.
- F. The Head Mechanic will not be required to drive a bus run allowing a Mechanic to be available at all times.

## Section 13.14.1: Extra Work

- A. Extra work is defined as work normally done by an appointed school bus driver and/or bus attendant that is in addition to an AM/PM /Midday bid run.
- B. All extra work (Late sports, Middays, Potter Vocational, Bid detentions, Bid four o'clock transfers) will be assigned to the next senior available driver/attendant when a regular driver/attendant is on an extended absence.
  - i. Known long term Late sports absences (>three days), will be assigned from the signed Late sports sheet, signed at bid time, to drivers without bid midday work, or to drivers with/without bid after school activities.
  - ii. Known long term BOCES absences (>three days), will be assigned from the seniority list to employees with five hours or less AM/PM bid time and drivers without bid midday work, or to drivers with/without bid after school activities.
- C. All extra work (exclusive of Middays, Potter Road BOCES, Early Dismissals) must be signed for at bid time to be placed on the eligibility list. Drivers/Attendants wishing to sign after bid day, or sign after Board appointment will be placed at the bottom of the eligibility list, regardless of seniority and may not exceed an eight hour day.
- D. The driver/attendant will be assigned to an extended absence as set forth in section D-3.

#### **Section 13.14.2:**

- A. All of the extra work below will be assigned by available seniority in the following manner:
  - 1. Midday Potter Vocational Guaranteed three hours.
  - 2. Kindergarten/Middays/Unassigned Early Dismissals Guaranteed two hours (PRIOR to 1:00 p.m.).
  - 3. Late Sports Guaranteed two hours.
  - 4. Early dismissals 1:00 p.m. or later Guaranteed one hour.
  - $5. \quad \text{After school activities (formerly intramurals)/detentions} Guaranteed \ one \ hour.$
- B. Employees have a right to their own early dismissals unless they choose to accept another work assignment, exclusive of employees with bid midday work, or bid late sports.
- C. Drivers/attendants who are not available for a midday run (i.e. #1, 2, 4 above) will be asked to work Late sports or intramurals/detentions if these runs become available at a later time.
- D. After school activities may be bid. Employees may refuse an after school bid to accept in

betweens, early dismissals, BOCES runs, and middays (i.e. kindergartens, related services, shuttles).

### **Section 13.14.3:**

- A. Bid day for a school year will be held the Thursday prior to the start of school unless each transportation department employee is given written notice of the change.
- B. Regular Routes will be bid according to the seniority of the drivers/attendants. Routes are subject to change after they are bid. It is understood that routes may require some changes after being established, but every effort will be made to avoid major changes, however, some changes may be necessary after routes are bid. Bid routes will be posted for three (3) business days prior to bid day. This process shall also apply to bidding regular routes in the summer (but not routes that need to be filled due to driver absence).
- C. If a regular run or other regularly scheduled work (*i.e.*, work that is scheduled for consistent days and time for a set term) becomes open after Bid day, the Transportation Supervisor shall post the open run for three (3) days, after which the Transportation Supervisor shall schedule a Bid meeting. Any drivers interested in the posted run or other runs which may become open as a result of bidding on the open run, must attend the Bid meeting. At the Bid meeting, drivers will be permitted to select the open run based on their seniority. If a driver bids on the open run, that driver's run will become an open run, and any other drivers in attendance at the Bid meeting may bid on such run, based on their seniority. The most senior driver will select first, and so on. A driver who is unable to attend the Bid meeting may bid via proxy by submitting their desired run(s) in writing prior to the Bid meeting.
- D. No combination of bid routes will exceed an eight hour day. Late sports is a guarantee of two hours when calculating an eight hour day.
- E. Early dismissals scheduled for a given day will be assigned to the P.M. driver/attendant of the regular run. If the driver/attendant of the regular p.m. run is not available, he/she is responsible to notify the Head Bus Driver PRIOR TO THE START OF THE A.M. RUN of his/her status. This work will then be offered per Section 13.14.2 of this agreement. Acceptance of an early dismissal, BOCES run, kindergarten, shuttle, related services run, may not result in a workday in excess of eight hours.
- F. In the event that a previously accepted extra work assignment is canceled, it is the responsibility of the driver/ attendant to notify department supervision of a change in status. Failure to follow the above will release the district from any pay responsibility.

#### Section 13.14.4: TRIPS

- A. There are three types of trips: (1) Hourly (or in-between trips), (2) Nights, Weekends and Holidays) and (3) Overnight.
  - 1. <u>Hourly trips</u> are a guarantee of two hours when computing an eight hour work day. These trips operate between the regular A.M. and P.M. run. The hours for these trips are between 8:45 A.M. to the P.M. report time. These trips may result in overtime pay.
  - 2. <u>Nights (after 4:00 p.m.)</u>, <u>Weekends and Holidays</u>: Trips that occur after 4:00 p.m., weekends and holidays shall be paid in accordance with Section 13.14 A

- 3. Overnight trips are paid on a straight hourly basis with a minimum of eight hours per day. Hotel expenses will be paid for by the District and meals will be paid per the district conference meal allowance.
- B. In Between Trips and Nights and Weekends Trips will be assigned by the wheel concept. Out of Town Trips will be assigned by availability, then seniority. Drivers/attendants must sign the eligibility list at bid time. The decision to sign for trips after bid day will place the driver/attendant at the bottom of the trip wheel(s).
  - a. Midday, Potter Vocational and Activity Drivers are not eligible for In-Betweens
  - b. Drivers/attendants will have the choice to accept a trip or do their own early dismissal. Choosing an early dismissal will not affect for or against a rotation on the trip wheel.
  - c. When trips become open at the last minute or in an emergency, separate wheels will be utilized for Bus Drivers and Bus Attendants. The emergency trip opportunity will be offered to the next senior available Driver or the senior available Attendant with the least number of emergency trips. Refusal, no answer, non-availability or acceptance of these trips will count on the emergency wheel. This is not subject to Section 13.14.4 (B)(m) (MOA 9/9/2010)
  - d. No switching of trips will be allowed.
  - e. For Attendants only, acceptance or rejection of the trip must be within 24 hours of the trip taking place. Failure to accept or reject within the prescribed time will result in one rotation being skipped
  - f. A driver/attendant offered a trip less than five hours of the scheduled departure time will not have a rotation counted for or against a rotation on the wheel.
  - g. A driver/attendant must be available after the A.M. bid time or prior to the P.M. bid time for trip wheel work.
  - h. The district reserves the right to cover trips that will conflict with school runs with non-unit drivers. However, when this work can't be covered, the district will use available unit drivers regardless of overtime considerations. These trips will not be counted on the wheel.
  - i. The district will attempt to distribute the work indicated in Section k above on an equitable basis.
  - j. Drivers may not accept work that violates Chapter 17 NYCRR 723.10g, 723.10i1, inclusive of School RUNS, In-betweens and Nights and Weekends
  - k. Trips requested to operate ten hours or more may be split. Trips that are split will require the out and back portion to be covered by the same driver with one rotation counted on the trip wheel.
  - 1. Drivers may decline a trip once it is assigned; <u>however</u>, after three declines the driver's name will be removed from the seniority wheel for sixty (60) calendar days from the date of the third trip refusal. The driver will be notified in writing that they have been removed from the trip list. This letter will also advise the Driver to the start and end dates of their removal from the wheel
  - m. All extra trips will be printed from the list that is supplied by transfinder and Access. This list will also be posted for reference purposes.
  - n. All trips will be posted by date, and by pick up time, and will be sequenced for the remained of the time this program is in use.
  - o. After the initial group of trips are posted, the following group of trips will be posted on Tuesdays and the assignments of such trips will take place on the Friday of the same week. Assignments will be made by transportation office staff with an officer of CSEA or their designee. Both must be in attendance for assignments to be made.

- p. This allows drivers approximately 48 hours to review and sign for the trips.
- q. Once the day of the trip has passed, the paperwork is removed from the board and placed in a binder, in sequence, that will be available for all drivers to review.
- r. The trip binder will remain in the Transportation Office at all times.
- s. All substitute Drivers (those not appointed), should sign for all 2:00 pm and 4:00 pm trips only.

#### I. Number of wheels and Driver inclusion on wheels

- A. 8:30 am/3:30 pm trips shall be posted on the left side of the board with a separate seniority wheel
- B. Midday Trips shall be posted on the top right side of the board with 9:15 am 1:15 pm with a separate seniority wheel
- C. Nights (4:15 pm or later) and weekend trips shall be posted below midday trips on the right side with seperate seniority wheel
- D. An emergency wheel with separate seniority wheel will also be posted
- E. Friday wheel (only for Drivers with activity run) by seniority will also be posted

All Driver names will be listed in each wheel with the exception of the Friday wheels. Should a Driver decide to remove themselves from the wheels for any length of time their name shall be shaded and must be initiated by a supervisor, the employee, and a bus garage union steward for the desired length of time determined by the employee.

## II. Trip order and placement

- A. Done in sequence by date, then day of the week, then time of day
- B. Last minute trips go to the end of trips placed on board
- C. Trips that are less than 25 hours to leave would be assigned accordingly with no seniority penalty if the Driver is not able to complete the trip they are asked to do, the Driver would still be eligible on the other wheels.
- D. Trips that are less than 5 hours to leave would be considered emergency trips and assigned on a separate emergency wheel with a separate seniority wheel, in accordance with 13.14.4 (B)(c) of the above language
- E. Trips that have multiple busses going to the same destination will have the drop only bus placed last regardless of trip number, so that the senior driver will be afforded the longer stay time

## III. Canceled Trips

- A. Drivers will be given the opportunity to choice between two (2) hours and the next available trip (i.e. A Driver would not bump the order of trips already placed on the board) when their services for a trip have been canceled. Drivers who have been "bumped" from a trip will also be given the opportunity to choose between two (2) hours and the next available trip without charge.
- B. If a Driver chooses to take the trip as opposed to the two (2) hours, the Driver cannot refuse the next trip and opt to take the two (2) hours.
- C. When a trip is refused (more than 25 hours to leave) by a Driver after assignment it will be assigned to the next driver in the current seniority order for that wheel from the signed drivers on the trip sheet, therefore continuing the seniority order from that point on. (If all names are exhausted from the list, it will be assigned from the emergency wheel. If it is refused 25 hours or less to leave, it will be assigned from the emergency wheel)

## **IV.Seniority Issues**

A. Seniority is done on a rotating seniority wheel for each wheel (i.e. 4 total seniority wheels - 1 for each separate wheel in glass)

### V. Trip Assignment

- A. Trip sheets will be placed on the board for all Drivers to sign for according to their eligibility
- B. Trips will be posted each week on Tuesday, and will be assigned to drivers/attendants on Friday
- C. Seniority wheels for all 4 wheels will be placed behind the glass for everyone to see where the wheel is currently
- D. If a trip has to be split due to an early pickup that cannot be covered by a unit driver then the back half of the trip will be assigned on the emergency wheel
- E. Drivers who have accepted additional trips and are unable to complete the trip (e.g. Joe signs for a 4:25 trip because he feels he can get back in time and his bid time is 4:30, but ends up running late until 4:30) except in circumstances, while already on the clock, involving a vehicular accident along the route or affecting the route timing, or in an instance where a child's parent or caregiver is not home to receive their child and the driver/attendant are required to return the child to their school. or for other circumstances outside of a Driver's control, will be penalized for such actions as follows:
  - 1st offense: driver removed from their wheel system for one (1) week
  - 2nd offense: driver removed from their wheel for one (1) month
  - 3rd offense: driver removed from their wheel system for three (3) months

## ARTICLE XIV: LAYOFF – BUMPING

## **Section 14.1**:

In the non-competitive and labor class, a layoff shall mean a reduction in force. A termination of employment for reasons other than reduction in force will not entitle the employee to consideration in this procedure for any other assignment in the non-competitive or labor classification.

# **Section 14.2:** Definitions for Layoff and Bumping

Seniority: (non-competitive and laborer) – Seniority shall mean the length of continuous service in a particular job function (Groundsworker, Bus Driver, Cook, etc.) counted from the effective date of official appointment by the Board of Education as recorded in the official minutes of the meeting at which the appointment was made. In cases where two (2) or more employees are appointed to the same position at the same Board of Education meeting and are otherwise equal in seniority, the order of appointment shall establish the order of seniority. An employee loses seniority only when one or more of the following occurs:

- A. He/she resigns;
- B. He/she is discharged;
- C. He/she retires;
- D. He/she refuses recall by the Employer.

### Section 14.3:

**Layoff Procedure:** In the event of a reduction in force, the employees with the least seniority in the particular job functions shall be the first to be laid off.

**Recall Procedure:** Recall shall be in the reverse order to layoff with an employee on layoff retaining seniority rights accumulated at the time of layoff for two (2) years.

## **Section 14.4:** Bumping Procedure

Bumping in the non-competitive or labor class shall be within the units listed below, or a previous job held by the affected employee. A member may bump to the next lowest class in each unit, or a previously held job only if he/she has more seniority than the least senior member in that class.

A person bumping will be paid the rate of pay at the step he is presently encumbering, e.g. Step 5 Head Mechanic to Step 5 Mechanic.

Section 14.5: The units referred to above and in the order of bumping are as follows:

## **Transportation A**

## 1. Head Mechanic

#### 2. Mechanic

## **Transportation B**

- 1. Bus Driver (20 or more hours)
- 2. Bus Attendant
- 3. Bus Driver (part time)

## **Buildings and Grounds**

- 1. Maintenance: Bumping is to be done with least senior person. Maintenance includes T.V. Technician and Maintenance Mechanic.
- 2. Groundsworker
- 3. Laborer
- 4. Cleaner

#### **Food Service**

- 1. Cook
- 2. Assistant Cook
- 3. Food Service Helper Part Time

#### Nurses

- 1. RN (school nurse)
- 2. LPN

The following functions stand alone and do not fall into bumping unit:

- 1. Head Groundsworker
- 2. Teacher Aide
- 3. Monitor (Cafeteria)
- 4. Monitor (School halls and lavatory)
- 5. Micro Computer Technical Support Specialist

Temporary employees will be laid off in the appropriate title before full time employees are laid off.

## ARTICLE XV: DISCIPLINE AND DISCHARGE PROCEDURE

## Section 15.1:

- A. The District and the CSEA agree that progressive discipline can be beneficial to the interest of the District, the CSEA, and the employee, depending, for instance, on the nature of the employee's alleged misconduct and work record. Notwithstanding, the District has the right to discipline or discharge employees for just cause.
- B. Employees who are charged with or are under investigation for action which may result in disciplinary action shall have the right to be accompanied by the CSEA President or his/her designee at any meeting with a supervisor or administrator concerning the charge or investigation. Whenever practical, at least two (2) work days' notice of the meeting shall be provided to the employee. If the employee declines to be accompanied by the CSEA representative, such declination shall be submitted in writing to the supervisor or administrator at the beginning of the meeting.
- C. Any employee who has successfully completed his/her probationary period may use the grievance and arbitration procedure for contesting discipline or discharge. Discipline shall mean a fine, unpaid suspension, or a combination. The grievance and arbitration procedure contained in this Agreement procedure shall be the only method for contesting discipline of discharge and the provisions of Civil Service Law pertaining to employee discipline and discharge are expressly waived for all employees. Written warnings and reprimands shall not be subject to the grievance procedure, but an employee may submit a rebuttal to such warnings and reprimands. The rebuttal shall be submitted within five (5) days and will be included in the employee's personnel folder.
- D. Employees who are charged under this section may be suspended without pay for no more than 3 days by the Superintendent of Schools or the Assistant Superintendent, Human Resources, subject to the grievance procedure. Exception: If the employee's continued presence at work represents a potential danger to the employee, the District, or other employees, the employee may be suspended without pay pending the resolution of the matter not to exceed ninety (90) days. Employees whose continued presence represents a serious disruption to the District's operations may also be suspended without pay not to exceed ninety (90) days. In such situations a reasonable effort will be made to provide the employee with the hearing rights contained in paragraph B of this Section.

The disciplinary proceeding shall be commenced by service upon the employee of a written Statement of Charges and Notice of Proposed Discipline issued by the Superintendent or his/her designee. The Statement of Charges and Notice of Proposed Discipline shall describe the actions or conduct for which the District seeks to discipline the employee and shall specify the penalty or penalties the District seeks to impose on the employee. Service may be made by personal delivery to the employee or by certified mail addressed to the employee's residence on file with the District's Human Resource Office. A copy of the Statement of Charges and Notice of Proposed Discipline shall be provided to the CSEA unit president. The grievance shall be processed at Stage 4 of the Grievance Procedure set forth in Article XVI.

## Section 15.2: Termination Following Occupational Injury under Civil Service Law § 71

**15.2.1** The purpose of this policy is to set forth the procedures for terminating employees under Section 71 of the New York Civil Service Law. Nothing herein shall limit the District from

- exercising its right or discretion to terminate an employee pursuant to Section 71 of the New York State Civil Service Law.
- 15.2.2 An employee that is unable to perform the duties of his or her position due to an occupational injury or disease as defined in the New York State Workers' Compensation Law shall be entitled to a cumulative leave of absence for one year. An employee that sustains an assault during the course of the performance of his or her duties shall be entitled to a cumulative leave of absence for two years.
- **15.2.3** The District shall provide an employee who is absent from work due to an occupational injury or disease with three (3) notices:
- (1) Within 30 calendar days of the employee's absence due to a qualifying occupational injury or disease, the District shall notify the employee in writing of the effective date of the workers' compensation leave.
- (2) Upon the exhaustion of the cumulative leave of absence of one year, or two years in cases of assault, or upon a finding that the employee is permanently incapable of performing the duties of the position, the District shall notify the employee of the termination of his or her employment, which shall be effective within thirty (30) calendar days of the date of the letter.
- (3) The District shall issue a third and final notice of termination within ten (10) calendar days after the effective date of termination.
- **15.2.4** Within ten (10) calendar days of the receipt of the second letter (Section 15.2.3(2)), the employee may submit a written request to the District for a hearing to challenge the termination of the employee, limited to the following issues:
- (1) Whether the employee has been absent for a cumulative period of one year or more as a result of an occupational injury or disease, or two years in cases of assault; or
- (2) Whether the employee is fit to return to work and perform the duties of the position.
- 15.2.5 At any point during the employee's leave of absence or prior to the anticipated termination date following the exhaustion of the employee's leave, the employee may apply to the District to be restored to duty if medically fit to perform the duties of the position. The District, in its discretion, may require an employee to undergo a medical examination, by a physician designated by the District. If the examining physician finds the employee to be fit to perform the duties of the position, the employee shall be restored to duty. If the examining physician finds the employee is unfit for duty at that time or is permanently incapacitated from performing the duties of the job, the District shall notify the employee of the determination. The employee shall have the right to contest the determination at a hearing, provided that the employee submits a written request to the District for a hearing within ten (10) calendar days of receipt of the determination.
- **15.2.6** The Business Official or his/her designee shall serve as the Hearing Officer in all hearings under this Section. The employee may be represented by an attorney or by a representative

of the union at no expense to the District. The Hearing Officer shall prepare a written report and recommendation to the District. Following receipt of the Hearing Officer's report and recommendation, the District shall issue a final determination, which shall be provided to the employee and his/her representative, if any. The final determination shall not be subject to the grievance procedures set forth in Article 7 and may only be challenged, reviewed, or appealed as permitted by CPLR Article 78.

15.2.7 Within one year after the termination of the disability, an employee terminated under this section may apply for reinstatement to his or her former position in accordance with Section 71 of the New York State Civil Service Law. If no appropriate vacancy exists to which reinstatement may be made, or if the work load does not warrant the filling of such vacancy, the employee's name shall be placed upon a preferred list for his or her former position; and he or she shall be eligible for reinstatement for such preferred list for a period of four (4) years.

## ARTICLE XVI: GRIEVANCE PROCEDURE

#### Section 16.1:

Any grievance or dispute arising from a claim by an employee that there has been a violation, misinterpretation or inequitable application of the terms of this agreement shall be processed in accordance with the following procedure.

## Section 16.2:

Any such grievance shall be processed through the following consecutive stages:

- A. <u>Stage 1</u>: The employee having a grievance will present such grievance to the representative of the CSEA designated for such purpose. Such CSEA representative will then informally discuss the grievance with the Building Principal in which the employee is employed, or with the Supervisor of the employee, as the case may be.
- B. <u>Stage 2</u>: If the grievance is not satisfactorily resolved at Stage 1, the CSEA may present the grievance, in writing, to the Building Principal or Supervisor, as the case may be, within five (5) working days after the informal conference at Stage 1. Unless the grievance is so presented, in writing, within thirty (30) working days after the occurrence of the event giving rise to such grievance, the grievance shall be deemed to be waived and shall not be processed further. The Building Principal or Supervisor, as the case may be, shall render a decision, in writing, within five (5) working days thereafter and present the written decision to the CSEA representative. If no such decision is rendered within such five (5) working days, the CSEA may proceed forthwith to Stage 3.
- C. <u>Stage 3</u>: If the grievance is not satisfactorily resolved at Stage 2, the CSEA may file an appeal, in writing, from the decision at Stage 2 with the Superintendent within five (5) working days after receiving the decision at Stage 2. The Superintendent, or designee, shall hold a hearing on the grievance within ten (10) working days after receipt of such appeal. The Superintendent shall render a decision, in writing, within ten (10) working days thereafter and present the written decision to the CSEA representative. If no such hearing is

held within such ten (10) working days or if no such decision is rendered within such ten (10) working days after such hearing, the CSEA may proceed forthwith to Stage 4.

D. Stage 4-Arbitration Selection: If both the aggrieved employee and the CSEA are dissatisfied with the decision at Stage 3, then, not later than the 10th working day after the date of that decision, the CSEA shall send a letter to the Public Employment Relations Board ("PERB") (with a copy to the Superintendent) which letter will specifically identify the grievance to be arbitrated and will request PERB to send to the CSEA and the Superintendent a list of names of arbitrators. Not later than the 10th working day after each party receives its copy of the list, it shall return to PERB its copy with the names of those arbitrators unacceptable to it crossed off and the remaining names, if any, numbered in order of the party's preference. PERB shall then appoint the arbitrator most preferred by the parties, but if the lists do not reveal any mutual choice of the parties, then PERB shall send a second list of names of arbitrators to each party and the same procedure will be followed with respect to the second list. If the second lists do not reveal any mutual choice of the parties, then PERB shall appoint another person to serve as arbitrator.

#### Section 16.4:

No interference, coercion, restraint, discrimination or reprisal of any kind will be taken by the Superintendent against any employee who initiates a grievance, against the representative of the CSEA or against any other party by reason of participation in the grievance procedure.

#### Section 16.5:

The 'working days' referred to in this procedure's time limits mean the working days of whomever is to take the required action. Notwithstanding the foregoing, the computation of 'working days' shall always exclude Saturdays, Sundays and all days on which school is closed. If all or a portion of a time limit falls between the last day of one school year and the first day of the next school year and the grievant is a ten (10) month employee, the appropriate representatives of the parties shall meet and decide on the time limits for processing the grievance. It is essential that the time limits set forth in this Article XVI be strictly adhered to by the parties, employees and supervisors/administrators. However, the parties may jointly consent to extend any such time limit by a written memorandum dated and signed by the representatives of each party involved at the particular step for which the time limit is waived.

# ARTICLE XVII: INFORMATION

## **Section 17.1**:

Each month, the Employer agrees to provide the West Seneca Central School District Unit, Local #868, Civil Service Employees Association, Inc. with a list of all employees in the bargaining unit showing the employee's full name, home address, job title, work location, membership status, insurance deduction and date of hire. Included in any update shall be the name of any employee who terminated his/her employment as well as the name, home address, date of hire and work location of any newly hired employees.

#### **Section 17.2: Personal Information Folders**

The District shall maintain only one (1) official folder for each employee covered by this Agreement. An employee shall be given notice concerning the placement of information into the personal folder relevant to the employee's performance. The employee shall have the opportunity to sign and respond in writing to documents pertaining to performance which are added to the personal folder. Each employee covered by this Agreement shall, with two (2) work days' notice, be permitted to review his/her personal folder exclusive of pre-employment information.

#### ARTICLE XVIII:

#### UNION LEAVE

#### Section 18.1:

The Employer shall provide the Unit President or his/her designee(s) with a total of ten (10) days of Union Leave without loss of pay or leave benefits each year to attend conferences, workshops and other meetings of the Union. The Unit President shall notify the Employer forty-eight (48) hours prior to the use of this leave.

## Section 18.2:

The Union President and/or employees who are designated or elected for the purpose of adjusting or investigating grievances or assisting in the administration of this agreement shall be permitted 160 hours per year of time free from their regular duties without loss of pay to fulfill these obligations, which have as their purposes the maintenance of harmonious and cooperative relations between the Employer and the Union.

### Section 18.3:

Additional days and hours may be granted with prior permission and approval of the Superintendent of Schools.

#### ARTICLE XIX:

# MISCELLANEOUS PROVISIONS

### **Section 19.1**:

This Agreement may not be modified in whole or in part except by an instrument in writing, executed by both parties. No departure from any provision of this Agreement by party, or their officers, agents, representatives or members shall be construed to constitute a continuing waiver of the right to enforce any provision.

#### Section 19.2:

If any provision of this Agreement is, or shall be, at any time contrary to law, such provision shall not be applicable, performed or enforced except to the extent permitted by law. In the event that any provision of this Agreement is, or shall be, at any time contrary to law, all other provisions of this Agreement shall continue in full force and effect.

#### Section 19.3:

Copies of this Agreement shall be reproduced with the cost alternated between the CSEA and the District.

ARTICLE XX: EVALUATIONS

#### Section 20.1:

- A. Performance appraisals of probationary employees shall be conducted at least three (3) times during the probationary period.
- B. Performance appraisals of permanent employees shall be conducted at least once every year. This appraisal shall take place between March 1 and June 30.
- C. Additional appraisals may be conducted at the employee's request or as deemed necessary.
- D. The appraisal shall be given to the employee for review.
  - 1) The supervisor shall, at the time the appraisal is given to the employee, notify the employee of the date and time a conference will be held to further review the appraisal. This conference must be scheduled within five (5) workdays.
  - 2) The employee is required to sign the appraisal. The signature indicates that the appraisal has been received and reviewed, and that the employee understands its contents.
  - 3) The employee may respond to the evaluation, in writing, within ten (10) workdays of the conference which was held to review the appraisal.
- E. The appraisal and any response shall be placed in the employee's personnel file.

# ARTICLE XXI: LEGISLATIVE CLAUSE

#### Section 21.1:

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

# ARTICLE XXII: DURATION

# Section 22.1:

This agreement shall be effective from the date approved by the Trustees of the Board of Education and shall continue in full force and effect through June 30, 2029.

# **SALARY SCHEDULES:**

- Appendix A-1 (Employees hired before July 1, 2020)
- Appendix A-2 (Employees hired on or after June 30, 2020)

APPENDIX A-1 Salary Schedule - effective July 1, 2025 Employees hired before July 1, 2020

Title			(- (	Steps			
	7 yr	8 yr	9 yr	10 yr	11 yr	12 yr	0S1
	8	6	10	11	12	13	
Bus Driver	22.10	23.09	23.97	24.82	25.68	31.51	32.27
Bus Attendant	17.50	18.33	19.19	19.98	20.78	25.62	26.22
Senior Account Clerk Typist	27.64	28.23	28.80	29.38	29.96	36.12	37.01
Account Clerk Typist Principal Clerk Typist Transportation Clerk	25.03	26.18	26.88	27.59	28.33	34.48	35.33
Records Inventory Clerk	24.52	25.25	25.84	26.37	26.90	32.40	33.19
Senior Clerk Typist	23.92	24.58	24.92	25.24	25.53	30.32	31.05
Clerk Typist	21.10	21.68	21.99	22.30	22.61	26.97	27.61
Maintenance Mech Crew Chief	34.25	35.13	35.99	36.85	37.73	45.68	46.83
Groundsworker Crew Chief Auto Mechanic Crew Chief	29.53	30.28	31.03	31.76	32.53	39.91	40.90
Maintenance Mechanic TV Tech	29.53	30.28	31.03	31.76	32.53	39.39	40.37
Head Custodian (HS) Auto Mechanic	27.55	28.20	28.87	29.56	30.27	37.20	38.12
Head Custodian (Elem)	25.90	26.60	27.29	28.02	28.69	34.90	35.76
Groundsworker Maintenance Mochanic Holner	24.29	24.96	25.66	26.38	27.09	34.48	35.33
Custodian	24.29	24.98	25.68	26.37	27.09	32 94	33.74
Laborer	20.91	21.29	21.66	22.07	22.45	27.47	28.12
Cleaner	17.48	17.76	18.02	18.31	18.60	22.19	22.70
Registered Nurse Coordinator	39.72	40.31	41.62	45.94	44.25	54.10	55.49
Registered Nurse	34.68	36.31	37.60	38.91	40.23	49.57	50.83
Licensed Practical Nurse	24.82	25.98	26.78	27.58	28.38	34.66	35.51
Teacher Aide	21.16	21.30	21.43	21.55	21.70	25.62	26.72
Cook	18.34	18.91	19.49	20.04	20.61	25.19	25.78
Assistant Cook	18.07	18.66	19.22	19.78	20.35	24.85	25.43
Food Service Helper	15.93	16.30	16.67	17.04	17.42	21.09	21.51
School Lunch Monitor	15.94	16.23	16.55	16.87	17.19	20.66	21.13
Microcomputer Technical/Decision Support Specialist	79732	81725	83769	85864	60088	107086	109817
Educational TV Production Specialist	70011	71762	73554	75393	77277	94052	96425
Computer Support Assistant	26.31	27.29	28.26	29.26	30.24	34.65	35.50
Senior Offset Printing Machine Operator	23.61	24.66	25.29	25.94	26.57	33.07	33.88
Security Officer-Administrative	21.22	21.85	22.52	23.19	23.87	28.76	29.45
Security Officer-Lead	20.02	20.61	21.23	21.86	22.54	27.15	27.79
Security Officer	19.12	19.70	20.30	20.89	21.51	25.95	26.56

\*Each Head Custodian assigned to East Sr, West Sr, East Middle & West Middle covered under this contract shall receive two thousand dollars (\$2000) in addition to the salary specified. This amount shall be added for salary and benefits purposes.

APPENDIX A-1 Salary Schedule - effective July 1, 2026 Employees hired before July 1, 2020

Title				Steps			
	8 yr	9 yr	10 yr	11 yr	12 yr	0S1	082
	6	10	11	12	13		
Bus Driver	23.19	24.07	24.92	25.78	31.61	32.30	33.08
Bus Attendant	18.43	19.29	20.08	20.88	25.72	26.26	26.88
Senior Account Clerk Typist	28.65	29.25	29.84	30.43	36.22	37.27	38.19
Account Clerk Typist	26.53	27.15	27.87	28.60	34.58	35.59	36.46
Principal Clerk Typist Transportation Clerk							
Records Inventory Clerk	25.50	26.19	26.80	27.34	32.50	33.46	34.27
Senior Clerk Typist	24.83	25.50	25.85	26.18	30.42	31.33	32.08
Clerk Typist	21.78	22.28	22.59	22.91	27.07	27.64	28.30
Maintenance Mech Crew Chief	35.44	36.35	37.23	38.11	45.78	47.07	48.25
Groundsworker Crew Chief Auto Mechanic Crew Chief	30.34	31.11	31.88	32.63	40.01	40.91	41.93
Maintenance Mechanic TV Tech	30.59	31.36	32.13	32.88	39.49	40.62	41.63
Head Custodian (HS) Auto Mechanic	28.41	29.08	29.77	30.47	37.30	38.13	39.07
Head Custodian (Elem)	26.86	27.58	28.29	29.04	35.00	36.02	36.90
Groundsworker	25.06	25.74	26.47	27.21	34.58	35.34	36.21
Maintenance Mechanic riciper Custodian	75 33	26.03	26.77	27 44	33.04	34 01	34 84
Laborer	21.48	21.88	22.26	22.68	27.57	28.16	28.83
Cleaner	17.96	18.24	18.52	18.81	22.29	22.74	23.26
Registered Nurse Coordinator	40.66	41.97	43.29	44.60	54.20	55.70	57.12
Registered Nurse	36.66	37.95	39.26	40.58	49.67	51.06	52.35
Licensed Practical Nurse	26.33	27.13	27.93	28.73	34.76	35.78	36.65
Teacher Aide	21.75	21.88	22.02	22.15	25.72	26.26	27.39
Cook	18.94	19.53	20.13	20.69	25.29	25.82	26.42
Assistant Cook	18.76	19.32	19.88	20.45	24.95	25.47	26.07
Food Service Helper	16.36	16.74	17.12	17.50	21.19	21.62	22.05
School Lunch Monitor	16.37	16.68	17.01	17.34	20.76	21.18	21.65
Microcomputer Technical/Decision Support Specialist	81925	83973	86073	88225	107294	109763	112563
Educational TV Production Specialist	72456	74255	96092	77986	94260	96923	99355
Computer Support Assistant	27.54	28.51	29.51	30.49	34.75	35.77	36.64
Senior Offset Printing Machine Operator	25.01	25.59	26.24	26.90	33.17	34.15	34.97
Security Officer-Administrative	22.20	22.87	23.54	24.22	28.86	29.73	30.43
Security Officer-Lead	20.96	21.58	22.21	22.89	27.25	28.08	28.74
Security Officer	20.05	20.65	21.24	21.86	26.05	26.85	27.47

\*Each Head Custodian assigned to East Sr, West Sr, East Middle & West Middle covered under this contract shall receive two thousand dollars (\$2000) in addition to the salary specified. This amount shall be added for salary and benefits purposes.

APPENDIX A-1 Salary Schedule - effective July 1, 2027

Employees hired before July 1, 2020

Title				Steps			
	9 yr	10 yr	11 yr	12 yr	0S1	0S2	083
	10	11	12	13			
Bus Driver	24.17	25.02	25.88	31.71	32.40	33.11	33.91
Bus Attendant	19.39	20.18	20.98	25.82	26.36	26.92	27.55
Senior Account Clerk Typist	29.69	30.31	30.91	36.32	37.38	38.45	39.39
Account Clerk Typist	27.51	28.15	28.69	34.68	35.69	36.73	37.62
Principal Clerk Typist Transportation Clerk							
Records Inventory Clerk	26.45	27.16	27.79	32.60	33.56	34.55	35.37
Senior Clerk Typist	25.76	26.46	26.81	30.52	31.43	32.36	33.13
Clerk Typist	22.38	22.89	23.21	27.17	27.75	28.34	29.01
Maintenance Mech Crew Chief	36.66	37.60	38.26	45.88	47.17	48.50	49.71
Groundsworker Crew Chief Auto Mechanic Crew Chief	31.18	31.97	32.76	40.11	41.01	41.93	42.98
Maintenance Mechanic TV Tech	31.68	32.48	33.27	39.59	40.73	41.89	42.92
Head Custodian (HS) Auto Mechanic	29.19	29.88	30.59	37.40	38.23	39.08	40.05
Head Custodian (Elem)	27.85	28.59	29.32	35.10	36.13	37.17	38.07
Groundsworker	25.85	26.55	27.30	34.68	35.44	36.23	37.11
Maintenance Mechanic Helper							
Custodian	26.38	27.07	27.79	33.14	34.12	35.11	35.96
Laborer	22.08	22.48	22.87	27.67	28.26	28.86	29.55
Cleaner	18.45	18.75	19.03	22.39	22.85	23.31	23.85
Registered Nurse Coordinator	42.32	43.64	44.95	54.30	55.81	57.35	58.80
Registered Nurse	38.30	39.61	40.93	49.77	51.16	52.59	53.91
Licensed Practical Nurse	27.48	28.28	29.08	34.86	35.88	36.92	37.81
Teacher Aide	22.34	22.48	22.63	25.82	26.36	26.92	28.07
Cook	19.57	20.17	20.78	25.39	25.92	26.47	27.09
Assistant Cook	19.42	19.98	20.55	25.05	25.57	26.10	26.72
Food Service Helper	16.84	17.22	17.60	21.29	21.72	22.16	22.60
School Lunch Monitor	16.83	17.14	17.48	20.86	21.28	21.71	22.19
Microcomputer Technical/Decision Support Specialist	84177	86282	88440	107502	926601	112507	115377
Educational TV Production Specialist	74969	76817	28709	94468	97137	99866	102359
Computer Support Assistant	28.76	29.76	30.74	34.85	35.87	36.91	37.80
Senior Offset Printing Machine Operator	25.95	26.54	27.21	33.27	34.25	35.25	36.10
Security Officer-Administrative	23.22	23.89	24.57	28.96	29.83	30.72	31.45
Security Officer-Lead	21.93	22.56	23.24	27.35	28.18	29.03	29.71
Security Officer	21.00	21.59	22.21	26.15	26.95	27.77	28.41

\*Each Head Custodian assigned to East Sr, West Sr, East Middle & West Middle covered under this contract shall receive two thousand dollars (\$2000) in addition to the salary specified. This amount shall be added for salary and benefits purposes.

APPENDIX A-1 Salary Schedule - effective July 1, 2028 Employees hired before July 1, 2020

Title				Steps			
	10 yr	ll yr	12 yr	OSI	OS2	OS3	OS4
	1	12	13				
Bus Driver	25.12	25.98	31.81	32.50	33.21	33.93	34.76
Bus Attendant	20.28	21.08	25.92	26.47	27.02	27.59	28.24
Senior Account Clerk Typist	30.50	31.14	36.42	37.23	38.31	39.42	40.38
Account Clerk Typist Principal Clerk Typist Transportation Clerk	28.27	29.02	34.78	35.55	36.59	37.65	38.56
Records Inventory Clerk	27.28	28.01	32.70	33.42	34.40	35.41	36.26
Senior Clerk Typist	26.57	27.18	30.62	31.28	32.22	33.17	33.96
Clerk Typist	22.99	23.52	27.27	27.85	28.44	29.04	29.73
Maintenance Mech Crew Chief	37.67	38.63	45.98	47.03	48.35	49.71	50.95
Groundsworker Crew Chief Auto Mechanic Crew Chief	32.03	32.85	40.21	41.11	42.04	42.98	44.05
Maintenance Mechanic TV Tech	32.56	33.37	39.69	40.58	41.75	42.94	43.99
Head Custodian (HS) Auto Mechanic	29.99	30.70	37.50	38.34	39.19	40.06	41.05
Head Custodian (Elem)	28.72	29.48	35.20	35.98	37.03	38.10	39.03
Groundsworker Maintenance Mechanic Helper	26.66	27.38	34.78	35.55	36.33	37.13	37.86
Custodian	27.17	27.89	33.24	33.97	34.97	35.99	36.86
Laborer	22.68	23.09	27.77	28.36	28.97	29.58	30.29
Cleaner	18.96	19.26	22.49	22.95	23.42	23.90	24.44
Registered Nurse Coordinator	43.74	45.05	54.40	25.66	57.20	58.78	60.27
Registered Nurse	39.71	41.03	49.87	51.01	52.44	53.90	55.26
Licensed Practical Nurse	28.38	29.18	34.96	35.73	36.78	37.84	38.76
Teacher Aide	22.96	23.10	25.92	26.47	27.02	27.59	28.78
Cook	20.20	20.82	25.49	26.02	26.57	27.13	27.76
Assistant Cook	20.08	20.65	25.15	25.68	26.21	26.76	27.39
Food Service Helper	17.32	17.70	21.39	21.82	22.26	22.71	23.17
School Lunch Monitor	17.29	17.61	20.96	21.38	21.81	22.25	22.74
Microcomputer Technical/Decision Support Specialist	86492	88655	107710	110190	112726	115320	118261
Educational TV Production Specialist	77030	78930	94676	96830	99565	102363	104918
Computer Support Assistant	29.86	30.84	34.95	35.72	36.77	37.83	38.75
Senior Offset Printing Machine Operator	26.66	27.27	33.37	34.10	35.11	36.13	37.00
Security Officer-Administrative	23.99	24.67	29.06	29.68	30.58	31.49	32.23
urity Officer-Lead	22.66	23.34	27.45	28.03	28.89	29.76	30.45
Security Officer	21.69	22.31	26.25	26.80	27.63	28.46	29.12

\*Each Head Custodian assigned to East Sr, West Sr, East Middle & West Middle covered under this contract shall receive two thousand dollars (\$2000) in addition to the salary specified. This amount shall be added for salary and benefits purposes.

APPENDIX A-2 Salary Schedule - Effective July 1, 2025 Employees hired after June 30, 2020

Title							Ste	Steps						
	Hire	lyr	2 yr	3 yr	4 yr	5 yr	6 yr	7 yr	8 yr	9 yr	10 yr	11 yr	12 yr	
8	1	2	3	4	5	9	7	8	6	10	П	12	13	OSI
Bus Driver	22.57	22.96	23.43	23.90	24.36	24.86	25.35	25.85	26.38	26.91	27.44	27.99	30.91	31.66
Bus Attendant	17.85	18.16	18.52	18.88	19.27	19.66	20.04	20.45	20.85	21.27	21.69	22.12	25.12	25.71
Senior Account Clerk Typist	22.13	22.51	23.08	24.18	25.26	26.34	27.43	28.51	29.59	30.67	31.76	32.88	35.59	36.47
Account Clerk Typist Principal Clerk Typist Transportation Clerk	92.61	20.24	20.82	21.97	23.13	24.29	25.45	26.61	27.76	28.92	30.08	31.26	33.97	34.80
Records Inventory Clerk	19.07	19.51	20.02	21.04	22.07	23.10	24.12	25.16	26.18	27.22	28.24	29.21	31.92	32.70
Senior Clerk Typist	18.38	18.80	19.26	20.08	20.97	21.85	22.74	23.63	24.52	25.40	26.29	27.17	29.87	30.51
Clerk Typist	17.99	18.30	18.67	19.04	19.43	18.61	20.21	20.60	21.02	21.44	2187	22.31	26.44	27.06
Maintenance Mech Crew Chief	30.00	32.06	32.84	33.56	34.82	36.08	37.34	38.59	39.85	41.12	42.47	43.83	45.68	46.83
Grounds Crew Chief Auto Mech Crew Chief	24.95	27.06	27.70	28.56	29.82	31.08	32.34	33.59	34.85	36.12	37.47	38.83	39.91	40.90
Maintenance Mechanic TV Tech	23.67	24.08	24.73	26.05	27.31	28.56	29.82	31.08	32.33	33.58	34.84	36.11	38.82	39.78
Head Custodian (HS) Auto Mechanic	23.12	24.15	25.30	26.46	27.62	28.77	29.93	31.10	32.25	33.44	34.79	36.15	37.20	38.12
Head Custodian (Elem)	20.29	20.77	21.33	22.48	23.63	24.77	25.93	27.07	28.22	29.37	30.51	31.68	34.39	35.23
Groundsworker Maintenance Mechanic Helper	19.97	20.97	22.06	23.16	24.25	25.34	26.43	27.53	28.63	29.76	31.12	32.41	33.46	34.28
Custodian	18.87	19.34	19.87	20.97	22.06	23.15	24.24	25.34	26.43	27.53	28.62	29.75	32.46	33.25
Laborer	17.08	17.59	18.37	19.15	19.93	20.72	21.49	22.27	23.05	23.85	25.21	26.56	27.47	28.12
Cleaner	16.29	16.57	16.91	17.24	17.59	17.95	18.30	18.67	19.04	19.43	18.61	20.21	21.76	22.26
Registered Nurse Coordinator	30.71	31.52	32.52	34.52	36.51	38.52	40.52	42.53	44.53	46.53	48.53	50.59	53.30	54.66
Registered Nurse	27.33	28.11	29.05	30.95	32.84	34.73	36.63	38.52	40.42	42.32	44.20	46.13	48.84	50.08
Licensed Practical Nurse	20.01	20.49	21.06	22.22	23.36	24.51	25.65	26.80	27.95	29.09	30.24	31.44	34.15	34.99
Teacher Aide	17.97	18.78	19.02	19.24	19.72	20.21	20.68	21.16	21.65	22.12	22.60	23.07	25.24	26.33
Cook	19.52	19.86	20.26	20.67	21.07	21.51	21.94	22.37	22.82	23.27	23.75	24.22	24.70	25.28
Assistant Cook	62.71	18.09	18.46	18.82	19.20	19.58	19.98	20.38	20.79	21.21	21.64	22.06	24.37	24.94
Food Service Helper School Lunch Monitor	16.41	16.70	17.03	17.36	17.71	18.06	18.43	18.80	19.18	19.55	19.95	20.34	20.76	21.09
Microcomputer Technical/Decision Supp Spec	67046	68208	28169	70132	72025	73845	86660	78555	80518	82531	84596	60298	88880	91103
Educational TV Production Specialist	58725	59743	99509	61389	62951	64674	67337	68975	70702	72465	74278	76136	78321	80261
Computer Support Assistant	20.51	20.97	21.52	22.62	23.73	24.83	25.94	27.04	28.14	29.24	30.35	31.43	34.14	34.98
Senior Offset Printing Machine Operator	19.13	19.58	20.13	21.20	22.29	23.36	24.45	25.53	26.62	27.70	28.78	29.87	32.58	33.37
Security Officer-Administrative	18.00	18.31	18.70	19.45	20.22	20.99	21.76	22.52	23.29	24.069	24.83	25.63	28.34	29.02
Security Officer-Lead	17.10	17.40	17.78	18.44	19.14	19.85	20.55	21.26	21.96	22.66	23.37	24.05	26.76	27.39
Security Officer	16.25	16.53	16.88	17.53	18.21	18.88	19.55	20.22	20.89	21.56	22.24	22.87	25.56	26.16

\*Each Head Custodian assigned to East Sr, West Sr, East Middle & West Middle covered under this contract shall receive two thousand dollars (\$2000) in addition to the salary specified. This amount shall be added for salary and benefits purposes.

APPENDIX A-2 Salary Schedule - Effective July 1, 2026 Employees hired after June 30, 2020

Title							Steps	SO							
	Hire	lyr	2 yr	3 yr	4 yr	5 yr	6 yr	7 yr	8 yr	9 yr	10 yr	11 yr	12 yr		
	_	2	3	4	5	9	7	8	6	10	11	12	13	OSI	OS2
Bus Driver	22.80	23.19	23.60	24.07	24.56	25.03	25.54	26.05	26.56	27.10	27.65	28.20	31.01	31.68	32.45
Bus Attendant	18.03	18.34	18.66	19.02	19.39	19.80	20.20	20.59	21.01	21.42	21.85	22.29	25.22	25.75	26.35
Senior Account Clerk Typist	22.35	22.99	23.38	24.53	25.61	26.69	27.78	28.86	29.94	31.02	32.11	33.23	35.69	36.73	37.63
Account Clerk Typist Principal Clerk Typist Transportation Clerk	56'61	20.55	21.17	22.32	23.48	24.64	25.80	26.96	28.11	29.27	30.43	31.61	34.07	35.07	35.92
Records Inventory Clerk	19.26	19.86	20.37	21.39	22.42	23.45	24.47	25.51	26.53	27.57	28.59	29.56	32.02	32.97	33.76
Senior Clerk Typist	18.57	19.14	19.57	20.43	21.32	22.20	23.09	23.98	24.87	25.75	26.64	27.52	29.97	30.87	31.53
Clerk Typist	18.17	18.48	18.80	81.61	19.56	96.61	20.35	20.77	21.17	21.60	22.03	22.47	26.54	27.10	27.74
Maintenance Mech Crew Chief	30.30	32.41	33.19	33.99	35.17	36.43	37.69	38.94	40.20	41.47	42.82	44.18	45.78	47.07	48.25
Grounds Crew Chiel Auto Mech Crew Chief	25.20	27.16	27.80	28.66	26.92	31.18	32.44	33.69	34.95	36.22	37.57	38.93	40.01	40.91	41.93
Maintenance Mechanic TV Tech	23.91	24.58	25.00	26.40	27.66	28.91	30.17	31.43	32.68	33.93	35.19	36.46	38.92	40.04	41.03
Head Custodian (HS) Auto Mechanic	23.35	24.25	25.40	26.56	27.72	28.87	30.03	31.20	32.35	33.54	34.89	36.25	37.30	38.13	39.07
Head Custodian (Elem)	20.49	21.10	21.68	22.83	23.98	25.12	26.28	27.42	28.57	29.72	30.86	32.03	34.49	35.50	36.36
Groundsworker Maintenance Mechanic Helper	20.17	21.07	22.16	23.26	24.35	25.44	26.53	27.63	28.73	29.86	31.22	32.51	33.56	34.30	35.13
Custodian	19.06	19.64	20.22	21.32	22.41	23.50	24.59	25.69	26.78	27.88	28.97	30.10	32.56	33.52	34.33
Laborer	17.25	17.69	18.47	19.25	20.03	20.82	21.59	22.37	23.15	23.95	25.31	26.66	27.57	28.16	28.83
Cleaner	16.45	16.74	17.03	17.38	17.72	18.07	18.44	18.80	19.18	19.56	19.96	20.35	21.86	22.30	22.81
Registered Nurse Coordinator	31.02	31.91	32.87	34.87	36.86	38.87	40.87	42.88	44.88	46.88	48.88	50.94	53.40	54.88	56.28
Registered Nurse	27.60	28.46	29.40	31.30	33.19	35.08	36.98	38.87	40.77	42.67	44.55	46.48	48.94	50.31	51.58
Licensed Practical Nurse	20.21	20.91	21.41	22.57	23.71	24.86	26.00	27.15	28.30	29.44	30.59	31.79	34.25	35.25	36.11
Teacher Aide	18.15	18.88	19.30	19.54	19.77	20.27	20.76	21.25	21.75	22.24	22.73	23.22	25.34	25.87	26.99
Cook	19.72	20.06	20.41	20.82	21.24	21.65	22.10	22.54	22.98	23.45	23.91	24.40	24.88	25.32	25.91
Assistant Cook	17.96	18.28	18.59	18.97	19.34	19.73	20.12	20.53	20.94	21.36	21.79	22.23	24.47	24.98	25.56
Food Service Helper School Lunch Monitor	16.58	16.86	17.16	17.49	17.84	18.20	18.56	18.94	19.32	19.71	20.09	20.50	20.90	21.27	21.62
Microcomputer Technical/Decision Supp Spec	67716	06889	70083	71039	72233	74053	89892	28763	80715	82732	84801	86923	89093	91102	93381
Educational TV Production Specialist	59313	09809	90619	62752	63597	65202	9089	60269	71080	73167	74978	76841	78529	80799	82788
Computer Support Assistant	20.72	21.33	21.80	22.97	24.08	25.18	26.29	27.39	28.49	29.59	30.70	31.78	34.24	35.24	36.10
Senior Offset Printing Machine Operator	19.32	19.93	20.48	21.55	22.64	23.71	24.80	25.88	26.97	28.05	29.13	30.22	32.68	33.64	34.46
Security Officer-Administrative	18.18	18.74	90.61	19.80	20.57	21.34	22.11	22.87	23.64	24.41	25.18	25.98	28.44	29.30	29.99
Security Officer-Lead	17.27	17.82	18.12	18.79	19.49	20.20	20.90	21.61	22.31	23.01	23.72	24.40	26.86	27.68	28.33
Security Officer	16.41	16.95	17.24	17.88	18.56	19.23	19.90	20.57	21.24	21.91	22.59	23.22	25.66	26.45	27.06

\*Each Head Custodian assigned to East Sr, West Sr, East Middle & West Middle covered under this contract shall receive two thousand dollars (\$2000) in addition to the salary specified. This amount shall be added for salary and benefits purposes.

APPENDIX A-2 Salary Schedule - Effective July 1, 2027 Employees hired after June 30, 2020

Title							Steps	Si								
	Hire	1 yr	2 yr	3 yr	4 yr	5 yr	6 yr	7 yr	8 yr	9 yr	10 yr	11 yr	12 yr			
	1	2	3	4	2	9	7	8	6	10	=	12	13	OSI	OS2	OS3
Bus Driver	23.03	23.43	23.83	24.25	24.73	25.23	25.72	26.24	26.76	27.29	27.85	28.41	31.11	31.79	32.47	33.26
Bus Attendant	18.21	18.52	18.84	19.17	19.55	19.93	20.34	20.75	21.15	21.59	22.01	22.46	25.32	25.85	26.39	27.01
Senior Account Clerk Typist	22.57	23.22	23.87	24.88	25.96	27.04	28.13	29.21	30.29	31.37	32.46	33.58	35.79	36.83	37.90	38.82
Account Clerk Typist Principal Clerk Typist Transportation Clerk	20.15	20.90	21.52	22.67	23.83	24.99	26.15	27.31	28.46	29.62	30.78	31.96	34.17	35.17	36.20	37.07
Records Inventory Clerk	19.45	20.21	20.72	21.74	22.77	23.80	24.82	25.86	26.88	27.92	28.94	29.91	32.12	33.07	34.04	34.86
Senior Clerk Typist	18.75	19.49	16.61	20.78	21.67	22.55	23.44	24.33	25.22	26.10	26.99	27.87	30.07	30.97	31.89	32.57
Clerk Typist	18.35	18.67	18.99	19.32	12.61	20.10	20.51	20.91	21.34	21.75	22.19	22.64	26.64	27.20	27.78	28.43
Maintenance Mech Crew Chief	30.60	32.76	33.55	34.35	35.52	36.78	38.04	39.29	40.55	41.82	43.17	44.53	45.88	47.17	48.50	49.71
Grounds Crew Chief Auto Mech Crew Chief	25.45	27.26	27.91	28.76	30.02	31.28	32.54	33.79	35.05	36.32	37.67	39.03	40.11	41.01	41.93	42.98
Maintenance Mechanic TV Tech	24.15	24.93	25.50	26.75	28.01	29.26	30.52	31.78	33.03	34.28	35.54	36.81	39.02	40.14	41.29	42.31
Head Custodian (HS) Auto Mechanic	23.58	24.35	25.50	26.66	27.82	28.97	30.13	31.30	32.45	33.64	34.99	36.35	37.40	38.23	39.08	40.05
Head Custodian (Elem)	20.70	21.45	22.03	23.18	24.33	25.47	26.63	27.77	28.92	30.07	31.21	32.38	34.59	35.60	36.64	37.52
Groundsworker Maintenance Mechanic Helper	20.37	21.17	22.26	23.36	24.45	25.54	26.63	27.73	28.83	29.96	31.32	32.61	33.66	34.40	35.15	36.01
Custodian	19.25	66'61	20.57	21.67	22.76	23.85	24.94	26.04	27.13	28.23	29.32	30.45	32.66	33.62	34.61	35.44
Laborer	17.42	17.79	18.57	19.35	20.13	20.92	21.69	22.47	23.25	24.05	25.41	26.76	27.67	28.26	28.86	29.55
Cleaner	16.62	16.91	17.20	17.50	17.86	18.20	18.57	18.95	19.32	19.71	20.10	20.51	21.96	22.41	22.86	23.38
Registered Nurse Coordinator	31.33	32.22	33.22	35.22	37.21	39.22	41.22	43.23	45.23	47.23	49.23	51.29	53.50	54.99	56.50	57.94
Registered Nurse	27.88	28.81	29.75	31.65	33.54	35.43	37.33	39.22	41.12	43.02	44.90	46.83	49.04	50.41	51.82	53.12
Licensed Practical Nurse	20.41	21.26	21.83	22.92	24.06	25.21	26.35	27.50	28.65	29.79	30.94	32.14	34.35	35.36	36.39	37.26
Teacher Aide	18.33	18.98	19.40	19.83	20.08	20.31	20.82	21.33	21.83	22.34	22.85	23.35	25.44	25.97	26.52	27.66
Cook	19.92	20.26	20.61	20.97	21.39	21.83	22.25	22.70	23.16	23.62	24.09	24.57	25.07	25.51	25.95	26.56
Assistant Cook	18.14	18.46	18.78	19.10	19.49	19.87	20.27	20.68	21.10	21.51	21.95	22.39	24.57	25.08	25.60	26.20
Food Service Helper School Lunch Monitor	16.74	17.03	17.33	17.63	17.97	18.33	18.70	19.07	19.46	19.85	20.25	20.64	21.07	21.43	21.81	22.16
Microcomputer Technical/Decision Supp Spec	68393	69578	70784	72011	72992	74261	92022	12887	80929	82935	82008	87133	89313	91321	93379	95715
Educational TV Production Specialist	29906	61464	63054	64128	64997	99859	68793	70457	71834	73895	25699	09577	78737	81012	83339	85377
Computer Support Assistant	20.93	21.68	22.16	23.32	24.43	25.53	26.64	27.74	28.84	29.94	31.05	32.13	34.34	35.35	36.37	37.25
Senior Offset Printing Machine Operator	19.51	20.28	20.83	21.90	22.99	24.06	25.15	26.23	27.32	28.40	29.48	30.57	32.78	33.75	34.74	35.57
Security Officer-Administrative	18.36	19.09	19.51	20.15	20.92	21.69	22.46	23.22	23.99	24.76	25.53	26.33	28.54	29.40	30.28	30.99
Security Officer-Lead	17.44	18.17	18.56	19.14	19.84	20.55	21.25	21.96	22.66	23.36	24.07	24.75	26.96	27.78	28.62	29.29
Security Officer	16.58	17.11	17.66	18.23	18.91	19.58	20.25	20.92	21.59	22.26	22.94	23.57	25.76	26.55	27.36	27.99

\*Each Head Custodian assigned to East Sr, West Sr, East Middle & West Middle covered under this contract shall receive two thousand dollars (\$2000) in addition to the salary specified. This amount shall be added for salary and benefits purposes.

APPENDIX A-2 Salary Schedule - Effective July 1, 2028 Employees hired after June 30, 2020

Bus Driver Bus Attendant							2	)									
Bus Driver Bus Attendant	Hire	lyr	2 yr	3 yr	4 yr	5 yr	6 yr	7 yr	8 yr	9 yr	10 yr	11 yr	12 yr				
Bus Driver Bus Attendant	_	2	3	4	5	9	7	8	6	10		12	13	OSI	OS2	OS3	OS4
Bus Attendant	23.26	23.66	24.07	24.49	24.91	25.41	25.93	26.43	26.96	27.50	28.04	28.61	31.21	31.89	32.58	33.29	34.09
	18.39	18.71	19.03	19.36	19.70	20.09	20.48	20.90	21.32	21.74	22.18	22.62	25.42	25.95	26.50	27.05	27.68
Senior Account Clerk Typist	22.80	23.32	23.97	24.98	26.06	27.14	28.23	29.31	30.39	31.47	32.56	33.68	35.89	36.68	37.75	38.85	39.79
Account Clerk Typist Principal Clerk Typist Transportation Clerk	20.35	21.00	21.62	22.77	23.93	25.09	26.25	27.41	28.56	29.72	30.88	32.06	34.27	35.02	36.05	37.10	38.00
Records Inventory Clerk	19.65	20.31	20.82	21.84	22.87	23.90	24.92	25.96	26.98	28.02	29.04	30.01	32.22	32.92	33.90	34.89	35.73
Senior Clerk Typist	18.94	19.59	20.02	20.88	21.77	22.65	23.54	24.43	25.32	26.20	27.09	27.97	30.17	30.82	31.74	32.69	33.46
Clerk Typist	18.53	18.85	19.18	19.51	19.85	20.25	20.65	21.08	21.49	21.92	22.35	22.81	26.74	27.31	27.88	28.47	29.15
Maintenance Mech Crew Chief	30.91	32.86	33.66	34.47	35.62	36.88	38.14	39.39	40.65	41.92	43.27	44.63	45.98	47.03	48.35	49.71	50.95
Grounds Crew Chief Auto Mech Crew Chief	25.70	27.36	28.01	28.86	30.12	31.38	32.64	33.89	35.15	36.42	37.77	39.13	40.21	41.11	42.04	42.98	44.05
Maintenance Mechanic TV Tech	24.39	25.03	25.60	26.85	28.11	29.36	30.62	31.88	33.13	34.38	35.64	36.91	39.12	40.00	41.15	42.32	43.36
Head Custodian (HS) Auto Mechanic	23.82	24.45	25.60	26.76	27.92	29.07	30.23	31.40	32.55	33.74	35.09	36.45	37.50	38.34	39.19	40.06	41.05
Head Custodian (Elem)	20.91	21.55	22.13	23.28	24.43	25.57	26.73	27.87	20.02	30.17	31.31	32.48	34.69	35.45	36.49	37.55	38.46
Groundsworker Maintenance Mechanic Helper	20.57	21.27	22.36	23.46	24.55	25.64	26.73	27.83	28.93	30.06	31.42	32.71	33.76	34.50	35.26	36.03	36.91
Custodian	19.44	20.09	20.67	21.77	22.86	23.95	25.04	26.14	27.23	28.33	29.42	30.55	32.76	33.48	34.46	35.47	36.33
Laborer	17.60	17.89	18.67	19.45	20.23	21.02	21.79	22.57	23.35	24.15	25.51	26.86	27.77	28.36	28.97	29.58	30.29
Cleaner	16.78	17.08	17.37	17.67	17.98	18.35	18.70	80.61	19.47	19.85	20.25	20.65	22.06	22.51	22.97	23.43	23.97
Registered Nurse Coordinator	31.64	32.32	33.32	35.32	37.31	39.32	41.32	43.33	45.33	47.33	49.33	51.39	53.60	54.84	56.36	57.92	59.38
Registered Nurse	28.16	28.91	29.85	31.75	33.64	35.53	37.43	39.32	41.22	43.12	45.00	46.93	49.14	50.27	21.67	53.11	54.45
Licensed Practical Nurse	20.61	21.36	21.93	23.02	24.16	25.31	26.45	27.60	28.75	29.89	31.04	32.24	34.45	35.21	36.24	37.29	38.20
Teacher Aide	18.51	80.61	19.50	19.93	20.37	20.63	20.87	21.40	21.92	22.43	22.96	23.48	25.44	26.08	26.62	27.18	28.36
Cook	20.11	20.46	20.82	21.18	21.55	21.98	22.43	22.86	23.33	23.80	24.27	24.76	25.25	25.70	26.14	26.60	27.22
Assistant Cook	18.33	18.64	18.97	19.29	19.63	20.03	20.42	20.83	21.24	21.68	22.10	22.55	24.67	25.18	25.71	26.24	26.85
Food Service Helper School Lunch Monitor	16.91	17.20	17.50	17.80	18.11	18.47	18.84	19.22	09.61	20.00	20.40	20.81	21.21	21.59	21.96	22.35	22.75
Microcomputer Technical/Decision Supp Spec	22069	70274	71492	72731	13991	74469	77284	62162	81142	83154	85215	87345	89529	91546	93604	95714	98108
Educational TV Production Specialist	60505	61553	63154	64788	65892	58299	10069	28902	72394	74103	75927	77780	29693	80705	83038	85422	87512
Computer Support Assistant	21.13	21.78	22.27	23.42	24.53	25.63	26.74	27.84	28.94	30.04	31.15	32.23	34.44	35.20	36.23	37.28	38.18
Senior Offset Printing Machine Operator	12.61	20.38	20.93	22.00	23.09	24.16	25.25	26.33	27.42	28.50	29.58	30.67	32.88	33.60	34.59	35.60	36.46
Security Officer-Administrative	18.54	61.61	19.62	20.25	21.02	21.79	22.56	23.32	24.09	24.86	25.63	26.43	28.64	29.25	30.14	31.04	31.77
Security Officer-Lead	17.62	18.27	18.67	19.24	19.94	20.65	21.35	22.06	22.76	23.46	24.17	24.85	27.06	27.63	28.48	29.34	30.02
Security Officer	16.74	17.21	17.76	18.33	10.01	19.68	20.35	21.02	21.69	22.36	23.04	23.67	25.86	26.40	27.22	28.04	28.69

\*Each Head Custodian assigned to East Sr, West Sr, East Middle & West Middle covered under this contract shall receive two thousand dollars (\$2000) in addition to the salary specified. This amount shall be added for salary and benefits purposes.

## Index

Absent without Leave 12

Bereavement 19

Boot/Work shoe allowance 25

Compensation 5

CSEA-District Relations 4

Definitions and Interpretation 2

Dental 11

Discipline and Discharge Procedure 34

Dues Deductions 4

**Duration 40** 

Educational Reimbursement 6

**Evaluations 39** 

Extended Sick Leave 17

Four Day Work Week 26

Grievance Procedure 36

Holidays 13

Information 37

Insurance 7

Insurance Waiver 10

Jury Duty 19

Labor/Management Committee 25

Layoff-Bumping 32

Legislative Clause 39

Longevity 5

Mileage 5

Nurses 26

Out of Title 21

Overtime and Compensatory Time 6

Perfect Attendance 7

Personal information folders 38

Personal Leave 18

Posting period 21

Probationary period 20

Promotion 21

Recognition 2

Retirement 20

School Closing (weather or emergency) 22

Section 105 Plan 11

Section 125 Plan 11

Sick Leave 16

Sick Leave Conversion at Retirement 10

Teacher Aide transfer/reassignment 25

Temporary Appointments 22

Time off from Work 11

Tool Allowance 28

Transfers 21

Transportation Department 27

Uniforms 24

Union Leave 38

Vacations and Holidays 13

Working Conditions 22

CSEA 7/1/25-6/30/29

	i.
	7