

Collective Negotiations Agreement

between the

WEST SENECA CENTRAL SCHOOL DISTRICT

and the

WEST SENECA SUPERVISORS AND DIRECTORS ASSOCIATION

FOR THE PERIOD

July 1, 2019 - June 30, 2024

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ARTICLE 1

RECOGNITION AND UNIT DESCRIPTION

1.1. Recognition

The Board of Education of the West Seneca Central School District hereby extends, for the maximum period permitted by law, its previous recognition of the West Seneca Supervisors and Directors Association as the exclusive representative for purpose of collective negotiations with regard to terms and conditions of employment and the settlement of grievances of the employees in the negotiating unit set forth in paragraph 1.2 of this Agreement.

1.2. Unit Description

The negotiating unit for which the Association is recognized as the negotiations/grievances representative includes the following regularly scheduled positions:

Superintendent of Buildings and Grounds

Assistant Manager of Financial and Computer Services

Supervisor of Transportation

School Lunch Manager

Day Care Specialist

Personnel Supervisor

Chief Microcomputer Technical Support Specialist

Supervisor of Print Shop and Graphics

All other positions are expressly excluded from the negotiating unit.

ARTICLE 2

CONCERNING THIS AGREEMENT

2.1. Definitions

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, interim or acting basis as the Superintendent of Schools.
- d. "Association" means the West Seneca Supervisors and Directors Association.
- e. "Employee" means a person in a position included in the negotiating unit set forth in paragraph 1.1 of this Agreement.
- f. "Party" means the District or the Association. "Parties" means the District and the Association.
- g. "Agreement" means this Agreement, all appendices referred to in this Agreement and all amendments to this Agreement.
- h. "Amendment" means a change in the provisions of this Agreement made during its term by mutual consent of the parties.
- i. "Fiscal Year" means the period which begins at 12:01 a.m. on July 1st of each year and ends at midnight on the next following June 30th.
- j. "School Year" means the period which begins at 12:01 a.m. on September 1st of each year and ends at midnight on the next following June 30th.
- k. "Execution Date" means the date identified as such under the heading "SUBSCRIPTION" of this Agreement which shall be 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.
- l. "Days" - unless otherwise specified, shall mean calendar days.
- m. "Active Payroll" means the time when an employee is being paid 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" and "Negotiating Unit" each mean the employer-employee negotiating unit set forth in paragraph 1.1 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 therefor), or in the absence or unavailability of the Superintendent to his Confidential Secretary (in which case the Secretary shall sign a receipt therefor), or by sending it to the Superintendent by registered or certified mail or telegram addressed to the Superintendent at West Seneca Central School District, 675 Potters Road, West Seneca, New York 14224. When "notice" is used with reference to the Association, it means giving notice in writing to the Association's President by delivering it to the President in person (in which case the President shall sign a receipt therefor), or in the absence or unavailability of the President, by delivering it to any other Association Officer in person (Note - the Association shall notify the District in writing of the identity of its officers not later than January 1st of each year this Agreement is in effect and any such officer given notice hereunder shall sign a receipt therefor), or by sending it to the President at the President's home address as shown on the books of the District.
- 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 both genders.
 - b. A word of singular number applies also in the plural.
 - c. Each provision of this Agreement is severable from every other provision.
 - d. 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.
 - e. This Agreement shall be interpreted according to the laws of the State of New York and applicable laws of the United States.
- 2.3. This Agreement constitutes 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 (i) dated on or after such Execution Date and (ii) signed by duly authorized representatives of both parties. Neither party is obliged to continue any past practice or policy except to the extent, if any, set forth expressly in a particular provision of this Agreement.
- 2.4. Any individual arrangement, agreement or contract between the District and an employee heretofore executed shall be subject to and consistent with the minimum terms and conditions of employment expressed in this Agreement. Any individual arrangement, agreement or contract hereafter executed may exceed, but may be no less than the terms and conditions of employment expressed in this Agreement. If an individual

arrangement, agreement or contract contains any terms or conditions inconsistent with this Agreement, this Agreement shall be controlling to the extent of the minimum terms and conditions of employment expressed in this Agreement.

- 2.5. The term of this Agreement begins at 12:01 a.m. on July 1, 2019 and ends at midnight on June 30, 2024 unless otherwise expressly indicated herein.

ARTICLE 3

ASSOCIATION - DISTRICT RELATIONS

3.1. Association Cooperation and Managerial Rights

- 3.1.1. The Association agrees to use all proper methods to secure the fullest cooperation of the employees it represents in attaining their adherence to and faithful performance of the provisions of this Agreement and the provisions of the highest standards of service to the educational community.
- 3.1.2. 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.

3.2. Negotiation of Successor Agreements

- 3.2.1. Negotiations for a successor to this agreement shall begin by one party giving the other party notice that it desires to open negotiations for a successor to this agreement. The notice shall be accompanied by a list of the notifying party's negotiation's team members and also by ten (10) copies of the notifying party's proposals for changes to this agreement. Such notice shall be given no earlier than March 1st of the final fiscal year of this Agreement, and shall be given no later than May 1st of that fiscal year. The first negotiations meeting shall take place on a mutually agreeable date not later than the thirtieth (30th) calendar day after the date on which the notice is given. Ten (10) copies of the other party's proposals shall be presented at the first meeting. The time limits set forth in this paragraph 3.1.1 may be extended by written mutual agreement of the parties.
- 3.2.2. All proposals shall be in writing and in the form of proposed changes to this Agreement. All communications concerning the negotiations shall be conducted between the principal spokespersons of the negotiations teams.
- 3.2.3. When a particular change has been tentatively agreed on by both negotiating teams, it shall be reduced to writing, dated and initialed by the chief spokespersons of the teams. However, all such agreements shall remain tentative until all proposals of both parties have been disposed of and all agreements have been ratified by the membership of the Association and by the Superintendent and approved by the Board of the District.

3.3. Other Relationship Matters

- 3.3.1. The Association shall admit to membership all persons in positions which are included in the negotiating unit described in Paragraph 1.2 of this Agreement.
- 3.3.2. On request by authorized representatives of the Association, which shall be reduced to writing if the District so requests, the District shall make available to

the Association records which are considered public information and which are relevant to the handling of grievances and the negotiations of agreements. The Association shall make such information available to the District.

- 3.3.3. Anything which this Agreement requires or permits the Superintendent to do may be done by a person designated by the Superintendent or the Board to act on behalf of the Superintendent.
- 3.3.4. The Association shall notify the District Treasurer in writing of the amount of Association membership dues per pay period to be deducted from the pay of employees in the negotiating unit who have authorized such deductions. The notice shall be accompanied by a copy of a dues deduction authorization signed by each employee for whom dues are to be deducted. Each such authorization shall be regarded as valid unless and until the District receives a written revocation by the employee who gave the authorization. Each such authorization and revocation delivered to the District Treasurer shall be honored beginning with the first payroll period which begins not later than two (2) weeks after it is received by the District Treasurer. If the Association changes the amount of dues to be deducted, the Association shall so notify the District Treasurer in writing and the change shall be honored beginning with the first payroll period which begins not later than two (2) weeks after the notice is received by the District Treasurer. The deductions so authorized shall be made in twenty (20) equal installments.
- 3.3.5. The Association shall defend and save the District harmless against any and all claims, suits or other forms of liability that shall or may arise by reason of action taken by the District to attempt to comply with paragraph 3.3.4 of this Agreement.

ARTICLE 4

GRIEVANCE PROCEDURE

4.1. General Provisions

- 4.1.1. Only an act of the District which violates an express provision of this Agreement may be grieved.
- 4.1.2. All members of the negotiation unit, as listed in paragraph 1.2 of this Agreement, or group of such members who are affected by the same action of the District, may submit a grievance. Such a member or member group is referred to as "grievant" in this grievance procedure. All such members are entitled to be represented by, but not replaced by a representative designated by the Association. To properly submit a grievance, the grievant must answer fully all the questions on the grievance form shown in Appendix A of this Agreement.
- 4.1.3. An employee's immediate supervisor/administrator is the District official responsible for the area out of which the grievance arises. If the grievant is uncertain who that official is, the grievance may be submitted to the Superintendent who will refer the grievance to the proper official for the answer at Step One (1). If the responsible official is the Superintendent, the Superintendent's answer thereto shall be deemed to be an answer at Step Two (2). In both cases, if the grievance is submitted to the Superintendent within the time limit specified in paragraph 4.2.1 of this Agreement, it shall be deemed to have been timely submitted. It is the responsibility of the administrator/supervisor, commensurate with the authority delegated to the administrator/supervisor, to consider and answer the grievance within the prescribed time limits outlined in this Agreement.
- 4.1.4. The "work days" referred to in this procedure's time limits mean the work days of whoever is to take the required action. Notwithstanding the foregoing, the computation of "work days" shall always exclude Saturdays, Sundays and all days on which school is closed. It is essential that the time limits set forth in this Article 4 be strictly adhered to by the parties, employees and supervisor/administrators. However, the parties may jointly consent to extend any such time limit by a written memorandum dated and signed by representatives of each party involved at the particular step for which the time limit is waived.
- 4.1.5. Unless to do otherwise is necessary to effectively process a given grievance, grievance meetings shall be conducted before, during or after the work schedule of the employees involved.
- 4.1.6. An employee shall perform all duties as instructed even though the employee is aggrieved provided, however, that if the employee reasonably perceives that to carry out the action about which the employee is grieving would present an unreasonable risk to the employee's health or safety or to the health or safety of

others, the employee need not carry out that action until the health or safety situation is resolved.

- 4.1.7. The parties recognize that almost all routine requests and complaints of an employee submitted to an immediate administrator/supervisor shall continue to be satisfactorily resolved by the employee and the administrator/supervisor without resort to the grievance procedure. Nothing contained in this Agreement is to be construed as limiting the right of the employee to discuss such matters with the employee's administrator/supervisor, including matters which might be subject to the grievance procedure, and having such matters informally adjusted without intervention of the Association, provided that the adjustment is not inconsistent with the terms and conditions of employment set forth in this Agreement. While any such adjustment shall be binding on both the employee and the administrator/supervisor and shall in all respects be final, it shall not create a precedent binding on either party.
- 4.1.8. If a grievance answer is not given on or before the last day of a time limit set forth in Section 4.2 of this Agreement, the grievance may be appealed to the next Step as though it was answered on such last day. If a grievance is not appealed on or before the last day of a time limit set forth in Section 4.2 of this Agreement, the grievance shall be deemed to have been settled by the answer not timely appealed from.
- 4.1.9. The purpose of grievance meeting is twofold. The first purpose is to bring out all the facts relevant to the grievance. The parties and all persons who have knowledge of such facts are obligated to bring them forth at such meetings. The second purpose is to explore possible settlements of the grievance.

4.2. Steps

4.2.1. Step 1

If an employee has discussed a District action with the employee's immediate supervisor/administrator, as defined in paragraph 4.1.3 of this Agreement, but the matter is unresolved and the employee believes the District action violates a provision of this Agreement, the employee may submit a written grievance to the immediate supervisor/administrator. However, if the grievance is submitted after the tenth (10th) work day immediately following the day the occurrence out of which the grievance arose, the grievance need not be entertained and it will be deemed to have been waived. The immediate supervisor/administrator will answer the grievance in writing and deliver the answer to the grievant not later than the fifth (5th) work day immediately following the day on which the grievance was submitted.

4.2.2. Step 2

If the grievant is not satisfied by the immediate supervisor/administrator's answer, the grievant may appeal the grievance to the Superintendent by so notifying the Superintendent in writing not later than the third work day after the grievant received the

immediate supervisor/administrator's answer. If the notice also requests a meeting with the Superintendent to discuss the grievance, or if the Superintendent desires a meeting, the meeting shall be held not later than the tenth (10th) work day after the receipt of the notice of appeal. The Superintendent shall answer the grievance in writing and cause the answer to be delivered to the grievant not later than the tenth (10th) work day following the day of the meeting. The decision of the Superintendent shall be final and binding on the parties and the members of the negotiating unit.

ARTICLE 5

TIME OFF FROM WORK

5.1. Absences

- 5.1.1. An absence without leave, an unexcused absence, an unexcused tardiness and an early quit without permission of the supervisor/administrator are all without pay and are all matters for which an employee can be disciplined.
- 5.1.2. An absence without leave not exceeding one (1) work day will not be subject to discipline if the employee can demonstrate that the employee was unable to call in because of circumstances entirely beyond the employee's control and that the absence would have been excused if the employee had been able to call in. An employee will not be disciplined for an early quit without the permission of the supervisor/administrator if the employee is able to demonstrate that the employee was unable to obtain that permission because of circumstances entirely beyond the employee's control and the early quit would have been excused if the circumstances had made it possible to obtain the supervisor/administrator's permission.
- 5.1.3. If, for a period in excess of ten (10) consecutive work days, an employee is absent without leave for all the days on which the employee was scheduled to work, the employee shall be considered to have resigned. 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 been 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 other rights granted by this Agreement as of that first day.
- 5.1.4. Any absence because of illness or injury of five (5) 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.
- 5.1.5. The District may require an employee to undergo a physical or mental examination by a physician or submit to any form of testing by a physician or other qualified professional of the District's choosing and paid by the District. In all such cases, the physician's report shall be made in writing to the District and the employee. The employee will execute a release authorizing the physician or other professional to release the report to the District. Refusal or failure to undergo the examination shall be cause for discipline. No employee shall suffer loss in pay or other benefits by virtue of being absent from regularly scheduled hours in order to undergo an examination required by this paragraph.

5.2. Sick Leave

- 5.2.1. If an employee is unable to work because of illness or injury, the employee shall be paid for such absence if the employee has sufficient sick leave days available to cover the day or days of absence in question.
- 5.2.2. Except as elsewhere provided in this Section 5.2, an eligible employee will be credited on a pro rata basis with twelve (12) sick leave days on July 1 of each year. The District also will honor the present accumulated sick leave of each employee as of the execution date of this Agreement.
- 5.2.3. When an employee is absent without pay for a majority of the work month, the employee shall not earn a sick leave day for that month.
- 5.2.4. If as of June 30th an employee has unused sick leave days, those days may be accumulated to unused sick leave days from previous years and made available to the employee for use in the succeeding year on the first work day of the year in question (i.e., the fiscal year for twelve (12) month employees). Notwithstanding the foregoing, nothing shall be added to the accumulated sick leave days of an employee who already has accumulated two hundred and ten (210) sick leave days. Thus, no employee shall have available at the start of any year, more than two-hundred ten (210) days.
- 5.2.5. If an eligible employee's spouse, child, other relative residing in the employee's household or any employee's parent is ill or injured, the employee may use up to thirty (30) sick leave days in any given year (i.e. the fiscal year for twelve (12) month employees) for the purpose of attending to that family or household member.
- 5.2.6. When an employee is absent because of an injury or illness which arises out of employment with the District, the employee will receive full pay during the absence for a period not to exceed twenty (20) days; provided, however, that when the employee receives a Workers' Compensation award because of the illness or injury, the employee shall return to the District that portion of the award which is attributable to lost earnings during the twenty (20) days. No part of such absence shall be charged against the employee's sick leave credits unless it shall be determined by the Workers' Compensation Board or its representatives not to have arisen out of employment. In such event, the employee's sick leave accumulation shall be debited for the number of days utilized in this paragraph. If the employee lacks sufficient sick leave accumulation, the days shall be recovered from future sick leave accumulation as earned. Absences that extend beyond twenty (20) days will be charged against the employee's accumulated sick leave credits. If the employee receives a Workers' Compensation award for days charged against the employee's sick leave, the sick leave days will be reinstated when the employee has returned to the District that portion of the award which is attributable to lost earnings during use of sick leave time.

- 5.2.7. Whenever an employee knows in advance of a need to be absent by reason of expected physical disability (e.g., scheduled surgery, pregnancy), the employee shall notify the District as far in advance as possible of the need to be absent. The notice shall be in writing and shall be accompanied by a statement from the attending physician stating the dates of the anticipated absence.
- 5.2.8. 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 business leave and vacation time, in that order.
- 5.2.9. An employee may convert accumulated compensatory time to sick leave days, provided that conversion shall be permitted only in increments of 8 hours of accumulated compensatory time, and each such increment shall be converted to one sick leave day.

5.3. Sick Leave Bank

- (a) Membership: Any employee who has been credited with twenty (20) or more sick leave days may become a member of the sick leave bank.
- (b) Eligibility: When a member's accumulated paid leave has been exhausted as a result of a personal, long-term (more than thirty consecutive work days) illness or injury, he or she may apply for days from the sick leave bank.
- (c) Review Committee: A Sick Bank Committee (composed of three (3) unit members and up to two (2) designated representatives of the Superintendent) shall be established to review and approve or disapprove requests for withdrawals from the Sick Leave Bank, keep records of membership, and maintain an appropriate level of days for use in the bank. All decisions, determined through a unanimous vote of the Committee, are final. In those instances where the Committee does not reach unanimity over a request, the individual has the right to appeal the decision using step two (2) of the grievance procedure. Those decisions, which will be rendered at this level by the Board of Education, will be final.
- (d) Contributions: The Sick Leave Bank will be totally self-funded by the membership. Each eligible employee may become part of the bank by initially donating twenty (20) sick leave days from his/her accumulation, and the District will match any such initial donation, day for day. A form indicating membership or declining membership in the Sick Leave Bank (attached as Appendix C of this Agreement) will be sent to each newly eligible employee, and must be returned to the Human Resources Department for processing. Thereafter, each member may maintain membership by donating an additional day(s) whenever the Sick Bank Committee makes such a request.

- (e) Withdrawals: An eligible member may request a withdrawal from the Sick Bank Committee. In the event a member is incapacitated and unable to request a withdrawal for himself, a member of the member's immediate family or other duly authorized person acceptable to the Committee may prepare a sick leave request. Each withdrawal request must be accompanied by a statement signed by a physician, confirming the nature of the illness or disability and the anticipated duration of the absence. This shall not preclude the District from being able to exercise its rights under Section 913 of the Education Law. A member shall not receive withdrawal of more than thirty (30) days at one time. Additional leave requests may be made by a member after the thirty (30) day grant, but they must be resubmitted to the Committee for review. No member may draw more than ninety (90) days during a calendar year. The committee has the right to disapprove a sick leave withdrawal request for appropriate reasons, including improper use of accumulated sick leave by a member. Such decisions will not be subject to the grievance procedure. An employee's membership in the Sick Leave Bank shall terminate upon the employee's termination of employment, or a failure to contribute to the bank as required by the Sick Bank Committee.
- (f) Sick Leave Days upon Return: Upon return from Sick Leave in which Bank days were used, the employee will be granted two (2) sick days and two (2) personal days from the Bank for use during the school year of their return. These days will not be added to the employee's accumulated Sick Leave.
- (g) Repayment: Upon return to active duty, an employee must repay the days withdrawn from the Bank. The repayment rate will be six (6) days per year for individuals who owe less than 30 days and 10 days per year for individuals who owe more than 30 days.

If an employee does not return to active service in the District, or separates from the District's employ prior to full repayment, the member will pay the District the monetary value of the balance of the days owed, and the District shall restore said balance to the Bank upon receiving payment thereof. The District may enforce its right to payment hereunder by either offsetting the amount due from any monies due the member from the District upon separation and/or by a legal proceeding to collect any balance due under the promissory note executed by the member as a condition to receiving the loan.

The formula for calculating days owed will be to take the employee's annual salary divided by 1/260th to calculate the individual's daily rate of pay. This daily rate will be multiplied by the outstanding number of days borrowed and not repaid.

- (h) Days in the bank at the time of resignation for retirement purposes: When an employee, participating in the Sick Leave Bank, resigns for retirement purposes, he/she will be credited with the number of days contributed to the bank. This benefit will be provided contingent on the fact that the days contributed to the

bank have not been used by the employee and there are sufficient number of days in the bank to credit to the employee who is resigning for retirement purposes.

The days credited back to the employee shall be used to calculate the sick leave conversion at retirement (Section 7.2.5).

5.4. Other Leaves of Absence

- 5.4.1. Each employee may take up to six (6) personal business leave days per year. Such days are normally to be used for personal business which cannot readily be accomplished outside of the employee's regular work hours. Unused personal business leave days do not accumulate as such, but shall be accumulated to sick leave provided that does not cause the employee's sick leave accumulation to exceed the maximum allowed by paragraph 5.2.4 of this Agreement. The Superintendent may deny personal business leave to employees when more than three employees request such leave for the same day, (ii) the personal business day, if allowed, would extend a holiday or vacation and (iii) the personal business day is requested for the employee's first day of work following the summer recess of the employee's last day of work preceding the summer recess.
- 5.4.2. If an employee's spouse, child, stepchild, brother, sister, parent, step parent, parent-in-law, grandchild, grandparent, step grandparent, grandparent-in-law, niece, nephew, or a person resident in the employee's household dies, an employee's absence from and including the day of death to and including the day following the funeral shall be excused and shall be without loss of pay provided that no more than five (5) consecutive work days with respect to each death shall be so excused, provided further that one (1) of the five (5) day allotment may be taken no later than six (6) months following the death for the purposed of attending a funeral, memorial or burial services. If an employee's aunt, uncle, or in-law, corresponding to either of them, brother-in-law, or sister-in-law dies, an employee's absence from and including the day of death to and including the day following the funeral shall be excused and shall be without loss of pay provided that not more than two (2) consecutive work days with respect to each death shall be so excused. No day of absence taken pursuant to this paragraph 5.4.2 shall be charged against the employee's sick leave credits.
- 5.4.3. If an employee is summoned to jury duty, the employee will be granted a paid leave of absence provided that the employee:
 - (a) submits to the District Office a copy of the summons within two (2) working days of having received it; and

- (b) if the District so requests, cooperates with the District in requesting that the employee be excused from jury duty or that jury duty be delayed when, in the District's judgment, the employee's absence would adversely affect the District's operation.

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 on each day of absence because of jury duty. To receive such payment, the employee must present a statement certified by the court clerk showing the days on which jury duty was performed. On any day when jury duty is completed before the end of the employee's regularly scheduled hours for that day, the employee is required to report for work for the remaining hours after making appropriate allowance for travel time from the court. If the employee does not so report, the employee will not be paid for those hours. Time on jury duty shall not be charged to any of the employee's leave credits.

5.5. Unpaid Leaves

- 5.5.1. An employee shall be given an unpaid leave of absence not to exceed one (1) year (i.e., fiscal year for twelve (12) month employees), for the purpose of caring for a child at home who is less than one (1) year old at the time of commencement of the leave. The employee shall give as much notice as the circumstance permit prior to the commencement of such leave and will, in any case, apply for the leave in a writing which specifies the date, within the one (1) year period, when the employee intends to return to work. Child care leave is without pay and does not carry any benefits; provided, however, that an employee may be continued in the District's health insurance plans by paying the entire premium therefor to the District Office not later than the date when the premium is due to be paid to the insurance carrier. The period of child care leave shall not constitute an interruption of continuous service to the District but shall not be counted for any period upon which time-accumulated benefits, including seniority, are based. Time spent on any leave granted pursuant to this paragraph 5.5.1 shall not count toward completion of probationary service.
- 5.5.2. An employee may apply in writing to the Superintendent for a leave of absence without pay for other purposes. If the requested leave is for two (2) weeks or less, it may be granted by the Superintendent in the Superintendent's sole discretion. If it is for longer than two (2) weeks, the Board of Education may grant the leave at its sole discretion. Denial of a leave requested under this paragraph 5.5.2 may not be grieved. If such a leave is for four (4) weeks or longer, it is without benefits; provided, however, that an employee may be continued in the District's health insurance plans by paying the premium therefor to the District Office not later than the date when the premium is due to be paid to the insurance carrier. A leave taken pursuant to this paragraph 5.4.2 shall not constitute an interruption of continuous service to the District. If such a leave is for four (4) weeks or longer, it shall not be counted for any period upon which time accumulated benefits,

including seniority, are based. Time spent on any leave granted pursuant to this paragraph 5.5.2 shall not count toward completion of probationary service.

5.6. Religious Observance Days

Employees shall be granted a maximum of two (2) days per year for the observance of the employee's religious Sabbath or holidays. Such observance shall be counted as use of personal leave provided by 5.3.1 of this Agreement. Employees who request three (3) or more days per year for religious leave and who have exhausted available personal leave may be permitted additional leave not to exceed five (5) unpaid days.

5.7. Vacation

5.7.1.

During the first twelve months of service, a Supervisor or Director will earn vacation days at the rate of one (1) day for each month worked.

If a Supervisor or Director hire date is the 1st through the 15th of the month, they will earn vacation credit for that month; if a Supervisor or Director hire date is the 16th of thereafter of the month, they will earn vacation credit beginning with the following month. At the end of each month for the first 12 months of service, one vacation day will be credited to a Supervisor or Director.

After the completion of 12 months of service, but prior to the subsequent July 1, a Supervisor or Director will earn a prorated amount of vacation time in accordance with the following chart:

# of months	# prorated days credited
1	2.00
2	4.00
3	6.50
4	8.50
5	11.00
6	13.00
7	15.00
8	17.00
9	19.50
10	21.50
11	24.00

Thereafter, on each July 1, a Supervisor or Director will earn and be credited with twenty-eight (28) vacation days.

Vacation days shall be taken on days mutually agreeable to the Superintendent (or the Superintendent's designee) and the Supervisor or Director concerned.

Supervisors or Directors shall submit a vacation projection form with the Superintendent (or the Superintendent's designee) during the month of May. Vacations must be approved by the Supervisor's or Director's immediate supervisor. When two (2) or more Supervisors or Directors request the same vacation time, preference shall be given to the individual with the longer length of service.

- 5.7.2. A Supervisor or Director can carryover up to eighteen (18) days of unused vacation time to the next year with written notice to the Superintendent or designee.

A Supervisor or Director may elect to be paid for up to fifteen (15) days unused vacation at the rate of $1/200^{\text{th}}$ of the Supervisor's or Director's annual salary for each such day. This disbursement can be elected in the month of November payable in December and/or in the month of May payable in June.

If a Supervisor or Director with less than ten (10) years of service leaves the active payroll either voluntarily, or as a result of a reduction in force, the Supervisor or Director shall be paid at the rate of $1/200^{\text{th}}$ of the Supervisor or Director annual salary for each such day, for the unused vacation credits with the Supervisor or Director has earned that year at the time of the Supervisor or Director termination, not to exceed twenty-eight (28) days.

If a Supervisor or Director with ten (10) or more years of service leaves the active payroll either voluntarily, or as a result of a reduction in force, the Supervisor or Director shall be paid at the rate of $1/200^{\text{th}}$ of the Supervisor or Director annual salary for each such day, for all unused vacation credits which the Supervisor or Director has earned, in accordance with the limitations outlined above regarding the carryover allotment.

ARTICLE 6

PERSONNEL MATTERS

6.1. Discipline

- 6.1.1. As used throughout this Section 6.1, any form of the word "discipline," shall be deemed to mean formal reprimands in writing, suspensions without pay, reductions in rank, demotions, fines and dismissals.
- 6.1.2. If an employee is to be formally warned or disciplined, the employee shall be so informed ahead of time and given an opportunity to have a representative of the Association present, if the employee so requests. If that request is made, the warning or discipline shall be delayed until the representative is present and then, if the supervisor/administrator wished, another supervisor/administrator may be present, but no other persons shall be present. Nothing in this paragraph is intended to limit normal interchanges between employees and supervisor/administrators.
- 6.1.3. If an employee is given any form of discipline which produces a written record in the employee's personnel file, that warning shall become null and void and shall be removed from the personnel file (together with the rebuttal thereto, if any) at the end of seven (7) years after the date of the offense which is the subject of the warning; provided, however, that if the employee has been again warned or has been otherwise disciplined concerning the same kind of offense within that seven (7) year period, the original warning and all subsequent warnings shall remain in the file until a seven (7) year period has elapsed in which the employee has not been warned for such an offense.
- 6.1.4. Reasons for discipline may include, but are not limited to, insubordination, incompetence, immoral conduct, and other offenses deemed improper for a District employee, a violation of District rules or terms and conditions of employment.
- An employee may choose to submit a resignation rather than receive a formal suspension or dismissal.
- 6.1.5. The District will not discipline an employee without just cause. The employee and the Association, as applicable, may utilize the grievance procedures set forth in Article 4 to seek review of disciplinary action.

If the grievant and the Association are not satisfied by the Superintendent's grievance answer, the Association, for the sole purpose of seeking review of the disciplinary action, may appeal the matter to binding arbitration by mailing a letter, not later than the tenth (10th) work day after receipt of the Superintendent's answer to the American Arbitration Association (AAA), (with a copy to the Superintendent) which specifically identifies the matter by the name of the employee and the date of the Superintendent's decision. The letter shall request the AAA to send to each party a list of twenty (20) names of arbitrators. Within

ten (10) calendar days of receipt of the list, each party shall return its copy to the AAA with the names unacceptable to it crossed off and all others, if any, numbered in order of the party's preference. The AAA shall then name as arbitrator the person most preferred by the parties as indicated on the list, but if there is no mutual choice, then the AAA shall send each party a second list and the foregoing procedure will be repeated. If there is no mutual choice from the second list the AAA shall name another person to serve as arbitrator.

The arbitration will be held in accordance with the Voluntary Labor Arbitration Rules of the AAA so far as they are consistent with this Agreement. The fees and expenses of the arbitrator shall be shared equally by the parties, but all other expenses of the arbitration shall be borne solely by the party which incurred them. Notwithstanding the foregoing, a party which seeks and obtains an adjournment of a scheduled arbitration hearing without the consent of the other party shall pay the entire cancellation fee, if any, charged by the arbitrator. The arbitrator shall have power to interpret this Agreement as it applies to the discipline or discharge at issue, to decide whether or not this Agreement has been violated as alleged, and if so to decide what the appropriate remedy shall be. The arbitrator shall have no power to add to, subtract from, or otherwise modify this Agreement or to substitute his judgment for the judgment of the District in matters which this Agreement leaves to the judgment of the District. The decision of the arbitrator shall be final and binding on the parties and the member of the negotiating unit.

This provision is in lieu of and constitutes an express waiver by the Association and each employee of any and all rights and protections which may otherwise be available in any other forum pursuant to Sections 75 and 76 of the New York State Civil Service Law, as amended, or any successor thereto, and will preclude the employee or the Association from proceeding on the matter in any other forum, be it a court, the Public Employment Relations Board, the State Division of Human Rights, the Equal Employment Opportunity Commission, or any other judicial or administrative forum whatsoever, in recognition that proceeding under this Article constitutes a binding election of remedies and choice of forum.

6.2. Probation

- 6.2.1. Employees shall be on probation for the first twenty-six (26) weeks of their employment by the District. The dismissal of an employee during the probationary period cannot be grieved.

6.3. Evaluations

- 6.3.1. Employees shall be evaluated by their supervisor before being recommended for regular appointment. Each employee will be formally evaluated in writing once annually and may be so evaluated a second time at the request of either the employee or employee's immediate supervisor. The written evaluation shall be signed by the supervisor and shall be discussed with the employee. The written evaluation shall have a space for the employee to respond to the evaluation if the

employee desires. The employee must sign the file copy of the formal evaluation only to indicate that he has had a chance to review and respond to the contents of the evaluation. Employees may be evaluated informally on an ongoing basis throughout the year, but no written records of such evaluations may be placed in the employee's permanent record without the employee first having a chance to respond.

6.4. Work Schedules

6.4.1. Each employee's regular work schedule shall be established by the employee's immediate administrator/supervisor subject to the approval of the Superintendent. On days when school is not in session except for specified holidays, work is mandatory for all employees.

6.4.2. On days that school is closed because of weather or other emergency conditions, employees will report for work unless notified not to report by the Superintendent.

6.4.3. Four Day Work Week:

Effective the week subsequent to the closing of schools through the months of July and August, the regular business of the District will be scheduled on a four (4) day work week Monday through Thursday.

6.5. Resignation

6.5.1. An employee who desires to terminate employment by the District shall submit a written resignation to the Superintendent and the Board of Education no less than thirty (30) days before the last day of employment, or as soon thereafter as possible.

ARTICLE 7 COMPENSATION

7.1. Salaries and Wages

- 7.1.1. The salary schedule for covered employees shall be set forth in Appendix B and attached hereto and made a part of this proposal.

The salary schedules for covered employees contained in Appendix B have been adjusted as follows.

Effective July 1, 2019 – 2.75%

Effective July 1, 2020 – 2.75%

Effective July 1, 2021 – 2.5%

Effective July 1, 2022 – 2.5%

Effective July 1, 2023 – 2.5%

7.1.2. Application of the Wage Schedules

When an employee begins work, the employee shall be paid at the step mutually agreeable to the Superintendent and the new employee. The employee shall move to the next step, if any, on the first July 1st after the employee began work if the employee began on any date from July 2nd through February 1st (both dates inclusive) or on the second July 1st after the employee began, if the employee began on any date from February 2nd through July 1st, (both dates inclusive). After a new employee has moved one (1) step, the employee shall thereafter move to the next higher step, if any, on each succeeding July 1st, along with all other employees so eligible.

When an employee is promoted to a higher-rated classification (i.e., a classification which has a Step 1 rate higher than the employee's previous classification), the employee shall be paid in the higher rated classification at the lowest step of the higher classification.

Each employee shall receive annually a notice of the employee's hourly wage rate and benefits. The notice of each benefit may be given separately in the format required by the Employee Retirement Income Security Act. A copy of the wage rate notice signed by the employee to verify the statement's accuracy must be returned to the Superintendent not later than September 15th of each year. Payment of wages shall be made regularly on a bi-weekly basis.

- 7.1.3. District employees shall work overtime upon request. The District shall use its best efforts to notify an employee required to work overtime as far in advance as practicable of the employee's regular quitting time to allow proper preparations to be made. Overtime work beyond forty (40) hours in a work week (i.e., from 12:01 A.M. on Sunday until midnight the next succeeding Saturday) shall be compensated at one and one-half (1½) times the employee's regular rate. To the extent permitted by law, an employee may elect compensatory time off in lieu of

overtime pay. An employee who does not wish to take such compensatory time off may elect to have it added to his sick leave accumulation provided that any such addition does not permit an employer's accumulation to exceed the maximum permitted in Article 5 by this Agreement. No employee shall work overtime unless expressly authorized to do so by the Superintendent.

- 7.1.4. Employees who are required by the District to use their personal vehicle in the performance of their duties shall be reimbursed therefor at the highest rate allowed as of the preceding July 1st by the Internal Revenue Service for business travel deductions.

7.2. Health Benefits

7.2.1 Available Plans

- A. For employees hired prior to July 1, 2015, the following plans will be available for all full time and regular part time employees:

1. Platinum Plan

The District will pay 91% of the monthly premium and the Employee will be responsible for the remaining 9%.

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

2. 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

3. **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

4. **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

- B. For employees hired on or after July 1, 2015, the following options will be available for all full time and regular part 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.

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

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%.

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

- 7.2.1. Those full time or regular part time employees who have coverage for health care expenses through another source, and thereby choose not to participate in the District plan for health care coverage, shall be provided the opportunity to participate in the "waiver plan."

In the situation where both spouses are employed by the district, one spouse shall be designated as the primary insurance provider and the other spouse shall be given the opportunity to participate in the waiver plan.

- 7.2.2. Participation in the waiver plan entitles an employee to receive an annual payment of \$4000 in the first pay period in June. If, due to an event consistent with 'COBRA' regulations (loss of coverage), an eligible employee becomes entitled to enroll in the District health care coverage, the employee will be compensated for their participation in the waiver plan on a pro rata basis at the rate of \$333.33 per month.

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

7.2.4. 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 available to the retiree to pay for cost of coverage for health care expenses in retirement.

The following preconditions shall apply:

- 1) Employees must have a minimum of 10 years of service to the District.
- 2) Notification. Employee must submit a letter of separation to the District no later than thirty (30) days prior to the effective date of separation. This requirement will be waived in cases of verifiable serious illness or disability of the employee of the employee's spouse.
- 3) Calculation: Effective July 1, 2019, the number of accumulated sick leave days multiplied by \$350 per day.
- 4) For the purpose of sick leave conversion at retirement, there will be no maximum of accumulated sick leave.

7.2.5. Dental

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

7.2.6. Section 125 Plan

The district will establish an opportunity 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.

7.3. Retirement Benefits

7.3.1. Employees hired before July 1, 1976 are covered by the New York State Employees' Retirement Plan 75i which is non-contributory. Members of that Plan may make contributions to provide an annuity in addition to regular pension benefits. Additional retirement credit for unused sick-leave is available under the 41j Rider to the 75i Plan. Employees hired on or after July 1, 1976 are covered by the New York State Employees' Retirement CO-ESC Plan which requires a three percent (3%) of total earnings contribution from its members during the first ten (10) years of covered employment.

7.4. In-Service Training

- 7.4.1. Employees shall improve and update their job skills by attending any in-service programs recommended by their supervisor(s) and approved by the Superintendent.
- 7.4.2. Employees who are required to attend meetings, in-service training and/or academic course work or other activities that are held outside their normal work day, will have their attendance fees paid for by the District as well as being compensated at their applicable hourly rate for the time spent attending these sessions.
- 7.4.3. Employees may be, in the discretion of the Superintendent, reimbursed for the entire amount or a portion of all tuition, fees or expenses incurred for non-mandatory in-service training, workshops and academic course work taken with the advanced approval of the Superintendent of Schools. These programs shall be to assist the individual in increasing job performance.

- 7.5. Longevity Payments: The amount following the completed years of service indicated below will be added in a cumulative manner to the total compensation of each full-time employee:

<u>Length of Service</u>	<u>Amount</u>
10 years	\$500
15 years an additional	\$600
20 years an additional	\$700
25 years an additional	\$800

- 7.6. Perfect Attendance: A bonus of \$175 will be paid July of each school year to any full-time employee who has not taken any sick, personal or unpaid leave during the preceding twelve (12) month period.” (i.e., July 1 through June 30).

SUBSCRIPTION

IN WITNESS WHEREOF, the duly authorized representatives of the parties have signed their names below on the dates indicated:

FOR THE ASSOCIATION:

Junice Swandrowski 8/14/19

Chief Spokesperson

Date

FOR THE DISTRICT:

Walter Byrd 8/14/19

Chief Spokesperson

Date

APPENDIX A
GRIEVANCE FORM

Name of Aggrieved Party _____ Position: _____

Area Where Major _____ Time and Date of
Assignment is Served _____ Alleged Violation(s) _____
Article & Section of Agreement Being Grieved: _____

(Use back of form if necessary to complete)

Statement of Facts, including Parties and/or Conditions Responsible for alleged Violation:

(Attached additional sheets if necessary)

Redress Sought:

GRIEVANT'S SIGNATURE: _____

DATE: ____/____/____

DISTRICT OFFICIAL RECEIVING GRIEVANCE: _____

DATE: ____/____/____

Copies to: _____ Party Responsible For the Alleged Grievance
 _____ Association President
 _____ Immediate Supervisor

Appendix B

Superintendent of Buildings and Grounds					
	2019-2020	2020-2021	2021-2022	2022-2023	2023-2024
Step 1	78287	80440	82451	84513	86626
Step 2	80440	82653	84720	86838	89009
Step 3	82653	84926	87050	89227	91458
Step 4	84923	87259	89441	91678	93970
Step 5	114580	117731	120675	123692	126785

Asst. Manager of Financial and Computer Services					
	2019-2020	2020-2021	2021-2022	2022-2023	2023-2024
Step 1	75491	77568	79508	81496	83534
Step 2	77568	79702	81695	83738	85832
Step 3	79700	81892	83940	86039	88190
Step 4	81891	84144	86248	88405	90616
Step 5	122520	125890	129038	132264	135571

Personnel Supervisor					
	2019-2020	2020-2021	2021-2022	2022-2023	2023-2024
Step 1	67043	68887	70610	72376	74186
Step 2	68887	70782	72552	74366	76226
Step 3	70780	72727	74546	76410	78321
Step 4	72727	74727	76596	78511	80474
Step 5	87455	89861	92108	94411	96772

Supervisor of Transportation and School Lunch Manager					
	2019-2020	2020-2021	2021-2022	2022-2023	2023-2024
Step 1	66828	68666	70383	72143	73947
Step 2	68663	70552	72316	74124	75978
Step 3	70552	72493	74306	76164	78069
Step 4	72492	74486	76349	78258	80215
Step 5	87171	89569	91809	94104	96458

Day Care Specialist					
	2019-2020	2020-2021	2021-2022	2022-2023	2023-2024
Step 1	52151	53586	54926	56300	57708
Step 2	56487	58041	59493	60981	62506
Step 3	58956	60578	62093	63646	65238
Step 4	61260	62945	64519	66132	67786
Step 5	70935	72886	74709	76577	78492

Supervisor of Print Shop and Graphics					
	2019-2020	2020-2021	2021-2022	2022-2023	2023-2024
Step 1	52151	53586	54926	56300	57708
Step 2	56487	58041	59493	60981	62506
Step 3	58956	60578	62093	63646	65238
Step 4	61260	62945	64519	66132	67786
Step 5	70935	72886	74709	76577	78492

Chief Microcomputer Technical Support Specialist					
	2019-2020	2020-2021	2021-2022	2022-2023	2023-2024
Step 1	82200	84461	86573	88738	90957
Step 2	89907	92380	94690	97058	99485
Step 3	97613	100298	102806	105377	108012
Step 4	105319	108216	110922	113696	116539
Step 5	113190	116303	119211	122192	125247

APPENDIX C

SICK LEAVE BANK PARTICIPATION FORM

I, _____, desire to participate in the Sick Leave Bank program and authorize Human Resources to deduct from my accumulated sick leave **TWENTY (20)** sick days to be deposited in the West Seneca Central School District Sick Leave Bank comprised of members of the Managerial Assistants & Clerical Association, Supervisors & Directors Association, and the Secretary to the Superintendent.

Signature

Date

(or)

I, _____, do not wish to participate in the Sick Leave Bank Program.

Signature

Date

RETURN THE COMPLETED FORM TO:

Beth Johnson, Personnel Supervisor