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AGREEMENT

by and between the
SUPERINTENDENT OF SCHOOLS

of the
AVON CENTRAL SCHOOL
DISTRICT

and
CSEA, Local 1000 AFSCME,
AFL-CIO



RECEIVED
NYS PUBLIC EMPLOYMENT
RELATIONS BOARD

DEC 04 2009

ADMINISTRATION

Avon CSD Support Staff Unit
Livingston County Local 826

July 1, 2007 - June 30, 2010

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Article I Recognition

- A. The Board of Education of the Avon Central School District ("Board") recognizes the Avon Central School District Support Staff Unit, Civil Service Employees Association, Livingston County Local 826, AFSCME Local 1000, AFL-CIO as the sole and exclusive representative of all Cleaners, Custodians, Groundskeepers, Mechanics, Library Aides, Teacher Aides, Food Services, Clerks/Typist, Duplicating Assistant, Computer Technician, Monitors, Guidance Secretary, Secretary, Child Associate, Cook, Accounting Clerk and Attendance Clerk; excluding all Professional and Confidential Employees.
- B. It is agreed by and between the parties that any provision of the agreement requiring legislative action to permit its implementation by amendment of law or by providing the additional funds therefore, shall not become effective until the appropriate legislative body has given approval.

Article II Definitions

- A. "Unit Member" and "Employee" shall mean an employee of the District within the bargaining unit as defined in the recognition clause.
- B. "Day" shall mean calendar day.
- C. "May" shall mean discretionary.
- D. "Shall" and "will" shall mean mandatory.
- E. Whenever the masculine gender is used it shall be deemed to mean the female gender as well.
- F. Year shall mean fiscal year (July 1 through June 30).
- G. "District" shall mean the Avon Central School District, Town of Avon, New York.
- H. "Board" shall mean the Board of Education of the District
- I. "Superintendent" shall mean the Chief Executive Officer of the District
- J. "Association" shall mean the Avon Central School Civil Service Employees Association, Livingston County Local 826, AFSCME Local 1000, AFL-CIO.
- K. "Association Representative" shall be identified by July 1 with notification to the Superintendent.

**Article III
No Strike**

The Association agrees that it will not cause, condone, sanction or take part in any strike, walk out, slow down or work stoppage within the District.

**Article IV
Dues Check Off and Payroll Deductions**

- A. The Association having been recognized or certified as the exclusive representative of employees within the negotiating unit, shall be entitled to have dues deductions made from the wage or salary of bargaining unit employees authorizing such deductions and, for those bargaining unit employees not authorizing deductions, an agency fee. The fiscal or dispersing officer shall make such deductions and transmit the sum so deducted to Association.

The Association agrees to hold the District safe and harmless because of said deduction.

- B. If a change in the amount of dues or agency fee to be deducted occurs, the Association shall notify the District of such change, and within 2 pay periods from the date of notification, the District shall implement that change.
- C. In addition to the above deductions, the employee shall be allowed the following voluntary deductions:
- a. Credit Union
The District will deduct from the salaries of its employees an amount individually and voluntarily authorized in writing and transmit same to the GVTA employees Federal Credit Union.
 - b. Retirement System Loans
The District shall deduct from the salaries of its employees an amount individually and voluntarily authorized in writing for loan payments to the Employees Retirement System in writing.
 - c. Tax Sheltered Annuity:
The District shall deduct from the salaries of its employees an amount individually and voluntarily authorized in writing under a Tax Sheltered Annuity plan (403B) approved by the District. Employees must have a certified actuarial exclusion allowance calculation completed prior to the start of deduction.

Article V Working Conditions

A. Assignment

Unit members shall be assigned to various jobs within their position title based upon the District's determination of staffing needs. Reassignments shall occur only after consultation with party and with notice to the Association Representative.

B. Working Hours

Reporting and ending times shall be established in accordance with the District needs. The employee and union will be given 5 (five) working days notice of any change in reporting and ending times. In general, the length of the workday for employees in various categories shall be as follows:

- 1) Clerks and typists (secretaries)
 - a) Hours of Work – 8 hours per day. A one-half hour unpaid lunch will be taken during this 8-hour period. Paid time 37.5 hours per week.
 - b) From July 1 through August 31, 12-month, full-time clerical staff normally work a 6.5 hour day. (Twelve-month clerical staff will continue to have their annualized salary based on 7.5 hours per day. Wage increase will be calculated in the hourly rate then annualized).
- 2) Building Maintenance Mechanics, Cleaners, Custodians and Groundskeepers
 - a) Hours of Work – 8 hours per day. A one-half hour paid lunch will be taken during this period. Paid time 40 hours.
- 3) Teacher Aides, Library Aides, Monitors, and Food Service Helpers as assigned
- 4) For each four-hour shift before and after lunch, unit members shall be given a 15 minute paid break as scheduled by their supervisor.
- 5) Employees required by their supervisors to work during emergency closings will be compensated at time and one half for hours of work. Employees shall not be docked hours when school is closed for an emergency (i.e. snow day). Hourly employees will be compensated at their daily hours for emergency closings.
- 6) All support staff vacancies shall be posted internally in the main office of each building within the District for five (5) days before the position is advertised publicly (barring any emergency). Qualified internal bidders will receive an interview for the position.
- 7) An employee who fails to report to work for three (3) or more consecutive assigned shifts/days without notification will be deemed to have abandoned his or her position and to have resigned from employment with the District. Such a resignation will become effective immediately at the end of the third consecutive missed shift.

C. Evaluations

All unit members must be evaluated annually by their supervisor, followed by a written report. Evaluation reports shall follow within ten (10) working days of the evaluation conference.

D. Unit Members Files

The Confidentiality of unit member's personnel files will be maintained. Unit members will have the privilege of access to their own file as well as the privilege of inserting into their own file reasonable amounts of written material upon reasonable prior notice to the Superintendent or his/her designee. When something is put into the unit member's personnel file regarding performance and/or competence, the unit member will receive a copy of same. Unit members shall not have access to confidential pre-hiring and placement materials contained in their file.

E. Probationary Period

All new appointments to positions within the Association shall be six months probationary appointments.

**Article VI
Paid Holidays**

A. All twelve-month employees shall receive the following holidays with pay:

Independence Day	Labor Day	Columbus Day
Veteran's Day	Thanksgiving Day	The Day after Thanksgiving
Christmas Day	Day Before or After Christmas	New Year's Day
Martin Luther King Day	Presidents' Day	Good Friday
Memorial Day		

B. All 10 month employees shall receive the following holidays with pay:

Thanksgiving Day	Christmas Day	Presidents' Day
Good Friday	Memorial Day	

C. If the paid holiday falls on a Saturday or Sunday the Superintendent will designate either the preceding Friday or following Monday as the paid holiday if school is not in session.

**Article VII
Leaves**

A. Sick

Each unit member shall be credited with one (1) day of sick leave for each full month of work scheduled for the year to be credited upon the first day the employee is in attendance for that year. Unused days may accumulate to a maximum of 200 days. For purposes of retirement payout only, there is no limit on accumulation of days. This accumulation will be at the number of hours per day that the employee is then scheduled to work.

When an employee's scheduled hours are changed, the accumulated sick leave days will be recalculated based on the new hours. For example, if an eight-hour per day employee with 100 accumulated sick days had her hours reduced to four per day, her sick day accumulation would increase to 200. Conversely, if a four-hour per day employee with 100 accumulated sick days had his hours increased to eight hours per day, his sick day accumulation would decrease to 50. (The 200-day maximum sick leave accumulation will remain in effect, even when an employee's accumulated days are recalculated.)

Sick leave time is to be used in increments of ½ day at a minimum.

Employee will notify his/her immediate supervisor of any absence a minimum of 60 minutes before scheduled start time.

Employee may be required to submit a medical certificate attesting to the reason of the absence and/or their fitness to return to work after three consecutive days of absence or if there is a suspected abuse of sick leave.

In case of accident or illness of any individual residing with the employee or a parent, spouse, child, five (5) days of sick leave annually may be used. These five days may also be applied in any other extraordinary circumstances at the discretion of the Superintendent.

B. Sick Leave Bank

Any unit member who is expected to be (or has been actually) absent for an extended illness and who has utilized all his/her accruals of personal, sick and vacation days may request the use of donated sick time after a five-day waiting period. The request for donated sick time will be made simultaneously to the Union President and the Superintendent of Schools. The Union President and the Superintendent will issue a joint memorandum to all unit members informing them of the unit member and the specific need for the donated sick days.

- Any unit member who has successfully completed probation may donate accruals to the program.
- Unit members may donate up to four accruals per year.
- For purposes of this provision, "extended illness" shall be defined as an illness when the unit member is absent for, or expected to be absent for, a minimum of 20 consecutive workdays for verifiable medical reasons.
- A unit member may not use more than 100 donated days under this provision for the same illness.

This program may only be utilized for involuntary disabilities or illnesses. Employees on Workers Compensation cannot utilize this program. Medical documentation may be requested as a condition to initially and/or continued use of this program.

(On July 1, 2007 the remaining unused days in the Sick Leave Bank under the 2004-2007 collective bargaining agreement will be distributed equally to the accumulated sick leave of unit members who were enrolled in the sick leave bank as of June 30, 2007.)

C. Bereavement Leave

Five (5) days bereavement leave with pay will be granted for a death in the immediate family. Immediate family shall include: spouse, child, parent, parent-in-law, brother, sister, grandparent, sister-in-law, brother-in-law, stepchildren and other individuals residing with employee.

D. Child Care Leave

Employees shall be granted leaves of absence without pay to care for a child who is a Resident in their home. Where the leave can be anticipated in advance (i.e. expected delivery date, date a child is returning from hospital, date to take custody of a child to be adopted) the employee shall give the Superintendent as much advance notice as possible in writing. Requests shall set forth the reason for the leave and the dates the leave is to begin and end. The leave shall begin on the date requested by the employee and extend not longer than one (1) year.

E. Personal Business Leave

Personal business leave may be used for personal business that cannot be conducted outside an employee's workday. Unit members shall be granted three (3) personal business days per year (for 10 month unit members, this will be effective July 1, 2008). Requests for personal business leave shall normally be made two days in advance. Unused personal business leave shall accumulate as sick leave. Personal business leave time is to be used in increments of ½ day at a minimum.

F. Family Medical Leave Act

All leave and benefit provisions of this contract will be counted toward leave and benefit provisions of the Family Medical Leave Act where applicable. FMLA leave and benefits will be applied to eligible employees if contractual leave and benefits provide less than FMLA.

G. Leave Bonus

A Leave Bonus shall be paid to each employee in the last pay check in November of each fiscal year of the District starting in November, 2005 (for year 2004-2005). The leave bonus payment shall be equal to, two (2) days of pay as the employee's salary exists on June 30th of the previous fiscal year and is awarded to any employee who uses two (2) days of sick leave or less during the previous fiscal year.

Article VIII

Wages

- A. Unit members shall receive in advance of the start of school notice of annual assignment and wages. The notice shall contain the following information: Name, position title, assignment, first and last days of the work year, daily reporting and ending time, paid hours scheduled for the year, salary grade, hourly rate, projected annual wages, sick time, personal days and vacation days. Such notice shall not constitute a guaranteed work year nor as a waiver of rights the employee may have under the Taylor Law.

B. Pay Grades

Jobs shall be classified in accordance with the following pay grades.

<u>Pay Grade</u>	<u>Job Title</u>
3	Duplicating Services Assistant Food Service Helper School Monitor Cleaner Library Aide Teacher Aide
4	Custodian Groundskeeper
5	Building Maintenance Mechanic Clerk/Typist Head Custodian

C. Salaries

Employees covered under this agreement will receive the following salary increases:

Effective July 1, 2007, each unit member will retroactively receive an increase in the base salary of \$0.45/hour or 4%, whichever is greater.

Effective July 1, 2008, unit members' base salaries will be increased by 4%.

Effective July 1, 2009, unit members' base salaries will be increased by 4%.

D. Starting Salaries

The following beginning salaries are established as a guideline for new hires. The district reserves the right to start qualified, experienced individuals at a rate higher than the beginning salary with notice to the Association President.

School Year	Grade 3	Grade 4	Grade 5
2007-2008	\$7.50	\$9.50	\$11.00
2008-2009	\$7.80	\$9.75	\$11.25
2009-2010	\$8.00	\$10.00	\$11.50

Computer Technician will be hired at a salary not less than \$30,000 annually (12 months)

E. Overtime

Overtime hours are those worked in excess of 40 hours in a 7-day work week. Paid holidays and vacation days are to be considered as days worked when computing overtime. Time and one-half of the employee's regular rate shall be paid for all overtime hours (except when an employee works over regularly scheduled shift on an official school snow day as noted regarding snow days). Employees must have prior authorization from the Superintendent prior to working any overtime hours. Employees are prohibited from working overtime without authorization – even if they wish to do so on a voluntary basis.

F. Shift Differential

All individuals whose regularly scheduled shift ends after 9:00 p.m. shall be paid a shift differential of forty cents (\$0.40) per hour for the regularly scheduled shift. Effective July 1, 2009 the rate shall increase to forty-five cents (\$0.45) per hour.

G. Longevity

Effective July 1, 2008, any unit member with 20 or more consecutive years of service in the district as of July 1 of each year will receive a stipend of \$300 per year, in a lump sum in the last paycheck in November in each fiscal year.

Article IX Retirement

A. Retirement Incentive

An employee who first becomes eligible to retire under the NYS Retirement System and has accumulated sick leave may after notifying the Board of Education in writing by April 1st of the school year preceding retirement, choose to retire and to receive a retirement award. Payment of assigned hours at employee's current rate of pay per day of accumulated sick leave shall be made in a lump sum to be deposited into a 403B Discriminatory account if the individual's maximum contribution has not been met.

Article X Other Benefits

A. Uniform Allowance

1. The Board shall supply five (5) sets of uniforms for custodians, Grounds keepers, cleaners. Uniforms must be worn while on duty.
2. The Board shall supply five (5) tops for each food service employee. Uniform tops must be worn while on duty.
3. Food service employees will be reimbursed (less sales tax) up to \$125 yearly to purchase rubber sole shoes or sneakers, and/or black or navy pants that are to be worn at work.

4. Cleaners and custodians will be reimbursed (less sales tax) up to \$125 yearly to purchase rubber sole shoes or sneakers that are to be worn at work.
5. Grounds keepers and building maintenance mechanics will be reimbursed (less sales tax) up to \$175 yearly to purchase work shoes/boots, overalls, and/or coats that are to be worn at work.

B. In-Service

The district supports on-going professional development related to job performance responsibilities. When unit members desire to attend an in-service course, a workshop or other training, they are to submit to their immediate supervisor a request accompanied by a detailed description of the in-service course, workshop or training along with a statement as to how successful completion will enhance their job performance. Should unit members desire reimbursement for the tuition, fees and/or costs of the in-service courses, workshops or training, the Superintendent, prior to the start of the in-service course, workshop or training, must approve the request. At the time of approval, the Superintendent will indicate the amount of reimbursement to be allowed for each in-service course or workshop. If an employee is required/requested or approved by their supervisor to take a course, workshop or training during their normal workday, hourly wage and mileage reimbursement will be paid. Requests will not be unreasonably denied.

C. Death and Dismemberment Policy

Each unit member shall be covered under a \$100,000 death and dismemberment policy as provided by the Board of Education.

D. Employee Retirement System of New York State

As of June 1, 1990, unit members will be enrolled in Plan 75i of the Employee Retirement System of New York State.

E. Jury Duty

A unit member required to serve jury duty shall receive full pay and benefits during such service. The member shall provide a copy of the jury notice as soon as it is received. Employees on jury duty will report to work when the court does not require his/her presence. Upon payment of jury duty, the employee shall reimburse the district the amount he/she was paid for the performance of jury duty excluding any expense reimbursement.

Article XI Health Insurance

A. Single or Family Coverage

Effective July 1, 2004 for 12-month employees working a minimum of 1750 hours the District will contribute 95% of the total health care premium (family or single) for the following plans: Blue Choice Select, Preferred Care Community and the Genesee Area Healthcare Plan (including the Prescription Plan) with the following riders: Dental Plan I or II and Vision. After December 10, 2007, all unit members enrolling in a Health Plan will select from either the Blue Point II or the Genesee Area Healthcare Plans (including the Prescription Plan) with the following riders: Dental Plan I or II and Vision. (Grandfather existing Preferred Care Community members so long as they choose that plan.)

For unit members employed and working less than 1750 hours per year the District shall contribute at the following rate:

District Contribution	
78%	1340 to 1749 hours
53%	630 to 1339 hours
28%	540 to 629 hours
0%	less than 540 hours

The District will make available an FSA plan for interested employees.

The District will not provide medical coverage when an employee is covered under another district health insurance policy.

The District reserves the right to change the claims administrators and/or provide health insurance coverage through an alternate health insurance carrier provided the schedule of benefits is substantially equivalent to the currently offered coverage.

B. Any bargaining unit member who receives District health insurance as of January 31, 2005 may participate in the District health insurance buy-out program. To participate in this program the employee must meet the following criteria:

1. Be a member of the bargaining unit at the time this agreement is ratified and participating in the District health insurance program. (NOTE: Employees who receive health insurance through a spouse employed by the District do not qualify for this program.)
2. Show proof to the District of an alternative source of health insurance.
3. If the above criteria are met the District will pay a yearly health insurance buyout as follows: \$2,000 per family plan, per year. \$1,000 for single or two-person plans per year. Payments will be made to the employee after one full year after the employee has

ceased membership in the District health insurance plan. Partial years will be pro-rated.

4. If an employee wishes to re-enter the District health insurance plan, they will need to wait for the annual open enrollment program. Employees will re-enter the plan under the criteria in the contract at time of re-entry (District co-pays). If an employee has a qualifying event (as defined by the insurer) they may re-enter the District health insurance plan as soon as practical. If an employee re-enters the District health insurance plan mid-year, they will receive a pro-rated buyout from the District for the period of time they were not enrolled.
 5. Part-Time employees currently on the payroll can have this benefit on a prorated basis.
- C. The Union supports the District if they choose to join the Non-Monroe County School District Consortium. If this becomes a reality the Union agrees to work positively with the District to utilize the savings by utilizing plans offered through that membership.

Article XII Vacation

- A. Effective for all employees July 1, 2004: Unit members who are scheduled to work 1,670 hours (12 months) or more per annum shall be eligible for the following vacation benefits:

Full-time employees shall be credited as of June 30th with a vacation time allowance for the ensuing school year in the current job title. The allowance will be credited as follows:

<u>Length of Service</u>	<u>Vacation Allowance</u>
Less than 6 months in the 1 st school year of hire	½ day per full month of service
Start of the 7 th month of the 1 st school year of hire through the end of the 1 st school year of hire	5 days
July 1 st of the 2 nd school year of hire through June 30 th of the 5 th school year of hire	10 days
July 1 st of the 6 th school year of hire through June 30 th of the 9 th school year of hire	15 days
July 1 st of the 10 th school year of hire and thereafter	15 days + 1 day each year up to a maximum of 20 days*

Example: July 1st of the 10th school year of service = 16 days
July 1st of the 11th school year of service = 17 days
July 1st of the 14th school year of service = 20 days
July 1st of the 15th school year of service = 20 days

Unit members are strongly encouraged to take vacation leave when students are not in session. They are also strongly encouraged to utilize all vacation in the school year that such time is granted. If, however, a unit member does not or cannot utilize all vacation time in a given

school year, the unit member is permitted to carry over up to ten (10) unused vacation days, where five (5) of those days will immediately become part of the unit members' personal "unused sick leave accumulation." Should the remaining five (5) carry over unused vacation days not be utilized for vacation before August 31st, such days will become part of the unit members personal "unused sick day accumulation." There shall be no other carryover of vacation days.

Employees are to notify the District of their plans to use their vacation allowance 5 days in advance. All vacation schedules must be approved in advance by the Superintendent or his designees. Vacation schedule may be altered with permission of the Superintendent or his designee. All requests for time off will be answered in writing within three business days.

Upon termination of an employee's employment, the employee or the estate shall be paid the monetary value of unused vacation time accruing at the date of retirement, termination or death.

* Any employee entitled to more than 20 days vacation under the prior support staff agreement shall remain at their current annual vacation allotment (i.e. someone who is at 21 days will remain at 21 days).

Article XIII Dispute Resolution

A. Labor Management Committee

The District and the Association will establish a Labor Management Committee to address issues of concern. The Chairperson shall be the Business Official. District members shall include the Food Service Manager and the Director of Buildings and Grounds. The Association President and two (2) other members of the Association, as designated by the President, will represent the Association. Minutes will be maintained by the Secretary to the Superintendent. The Committee will meet at either party's request but at least during November, February, and May of each school year.

B. Grievance

A grievance is a claim by a unit member based upon the interpretation application or an alleged violation of a specific provision of this Agreement.

C. Grievant

A unit member having a grievance.

D. Procedure

Step 1 – As a condition for consideration of a grievance, the grievant shall reduce to writing their grievance and submit it to their supervisor in an attempt to resolve the matter within fifteen (15) school business days of the date the grievant knew or reasonably should have known of the act or occurrence giving rise to the grievance. Each grievance must contain all of the alleged facts giving rise to the grievance and specify the provisions of the Agreement alleged to have been violated.

Step 2 - If the grievance is not resolved informally within ten (10) school business days of the date that it is submitted in writing to the supervisor, it shall be submitted to the Superintendent or his designee. The Superintendent or his designee shall render a written decision on the grievance within ten (10) school business days.

Step 3 - If the grievance is not satisfactorily resolved at Step 2, the Association's Grievance Committee may submit the grievance to arbitration by filing a demand for arbitration with the American Arbitration Association within ten (10) school business days of receipt of the decision at Step 2.

The arbitrator shall be selected by the AAA ranking method.

- a. The arbitrator shall be limited to interpretation of the specific contract clause before the arbitrator and shall have no power to add to, subtract from, or modify the provisions of this Agreement.
 - b. The decision of the arbitrator shall be binding upon the parties.
 - c. The fees and expenses of the arbitrator shall be born by the unsuccessful party.
- E. Resolution of Grievance
The resolution of any grievance at any particular step shall be final if the grievant fails to pursue the grievance to the next step in the grievance procedure within the time limits prescribed by this Agreement.
- F. Timely Response
The failure of the District to make a timely response to any Step will permit the filing of the grievance at the next step.

Article XIV Discipline and Discharge

- A. Unit members covered by Section 75 of the New York State Civil Service Law shall be covered exclusively by the provisions of Section 75.
- B. Any unit member who does not enjoy the protection of Section 75 of the New York Civil Service Law and has been employed by the District for at least three (3) consecutive years within the negotiating unit shall be entitled to a hearing before the Superintendent, or his/her designee, prior to the imposition of discipline, including discharge. In the event of such discipline or discharge, the employee must file a written request with the Superintendent for such hearing within seven (7) calendar days of notice that any disciplinary action is proposed.

At any hearing conducted pursuant to this Article, the unit member who is the subject to the proposed discipline shall have the right to be heard and the right to union representation. The Superintendent, or his/her designee shall determine the specific hearing process. The unit member may be suspended with or without pay pending the hearing. However, the Superintendent, or his/her designee, may reinstate all or any part of lost pay following the hearing.

The determination of the Superintendent, or his/her designee, as to the discipline of the employee and/or as to whether to reinstate lost pay shall be final and not subject to the grievance procedure.

**Article XV
Savings Clause**

This Agreement and all provisions herein are subject to all applicable laws. In the event any Article or any section of any Article of this Agreement is held by a court of competent jurisdiction to violate any such applicable law, that Article or Section shall be rendered null and void and the remainder of this Agreement shall remain in full force and effect as if the violative portion had not been a part of this Agreement.

**Article XVI
Duration and Changes**

- A. This Agreement is effective July 1, 2007 and shall remain and continue in full force and effect until June 30, 2010.
- B. A request to begin negotiations for a successor agreement to this Agreement must be made in writing and delivered to the Superintendent or Association President by March 1 of the year this Agreement expires. Failure to make such a request shall automatically renew and continue the Agreement for a period of one (1) year.

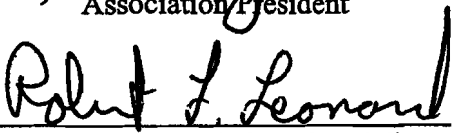
Signed this 2nd day of January, 2008



Superintendent



Association President



CSEA Labor Relations Specialist