

ARTICLE I

RECOGNITION CLAUSE

The Enlarged City School District of the City of Watervliet grants unchallenged representation status to the Watervliet Support Staff Association (WSSA) and is the exclusive negotiating agent for all teacher aides, all teacher assistants, nurses, monitors and clerical unit titles who work a minimum of twenty-five (25) hours per week. The following positions shall not be required as part of the bargaining unit: the secretaries to the Superintendent, cafeteria workers, central office/superintendent's office staff. The period of unchallenged representation shall be determined by law.

ARTICLE II

MANAGEMENT RIGHTS

1. The employees recognize that the management of the business of the Employer and the direction of its personnel, subject to the terms of this Agreement, are the sole responsibilities of the Employer. Except as expressly limited by other provisions of the Agreement, all of the authority, rights and responsibilities possessed by the Employer are retained by it, including, but not limited to, the right to determine the mission, purposes, objectives, and policies of the Employer, to determine the facilities, methods, means and number of personnel required for conduct of Employer programs; to administer hiring, appraisal, training, retention, promotion, assignment or transfer of employees pursuant to law; to direct, deploy and utilize the work force; to establish specifications for each class or position and to classify or reclassify and to allocate or reallocate new or existing positions in accordance with law and the provisions of the Agreement.
2. The foregoing express enumeration of rights reserved to management shall not be deemed to preclude the exercise by the Employer of other rights exercised by it prior to the execution of this Agreement which are not inconsistent with any express provision thereof.

ARTICLE III

ASSOCIATION & MEMBERSHIP RIGHTS

Section A

The District agrees to deduct from the salaries of personnel within the bargaining unit herein before described, who individually and voluntarily authorize the same in writing, the dues of the Association in equal installments beginning the first pay period in October through the last pay period in May. The District shall transmit such dues to the Association, together with a statement of those for whom dues deductions have been made and the amount deducted for each.

The District agrees to deduct from the salary of employees in the bargaining unit who are not members of the Watervliet Support Staff Association, an amount equal to the dues levied by the Watervliet Support Staff Association and shall transmit the sum to the Association in accordance with Chapters 677 and 678 of the laws of 1977 of the State of New York.

The Association shall create a fully legal refund procedure for agency fee payers who object to illegal expenditures, and shall otherwise deal with the funds and with agency fee payers in a lawful and proper manner.

In the event that the District incurs any liability for damages, and litigation expenses, or any other expenses whatsoever in connection with agency shop fee deduction granted by this Agreement, the Association agrees to indemnify the District and hold it harmless for such expenses.

Section B

The Association shall have the right to use the school buildings for Association meetings, without cost, provided such use does not conflict with scheduled meetings or other activities or the program of the school. The principal of the building in question shall be notified by the President of the Association at least 48 hours prior to the scheduled date of the meeting. The Association shall not schedule and/or conduct meetings during the normal workday.

Section C

Copies of the agreement shall be prepared by the Association, and upon approval of the proofs by the District, copies will be provided to the parties. The expense of preparation and duplication of the copies of the agreement will be shared equally between the District and the Association.

Section D

The President of the Association shall be provided with an agenda prior to each meeting of the Board of Education by having such agenda deposited into the President's mail slot 48 hours prior to the scheduled meeting.

Section E

The President of the Association shall be provided with a copy of the minutes of each Board of Education meeting when approved and prepared for distribution.

Section F

A bulletin board shall be provided in each building for Association use.

Section G

Payroll deductions shall be available at the request of any bargaining unit member who presents a signed authorization to the payroll office for any of the following:

- a. employee credit union;
- b. tax sheltered annuities (403(b) plan);
- c. United Way Fund;
- d. VOTE/COPE;
- e. NYSUT Benefits
- f. Section 125 Plan
- g. direct deposit.

Section H

Building representatives designated by the bargaining unit may meet with the principal at least once each semester during the school year to review and discuss building problems and practices.

ARTICLE IV

COMPENSATION & RELATED ITEMS

Section A

1. Rates and annual compensation increases for hourly and salaried employees are attached and made a part hereof as Appendix A.

- a. Salaried Employees

All salaried employees in the bargaining unit shall receive the following increase in base annual salary:

- 3.00% effective July 1, 2013
- 3.00% effective July 1, 2014
- 3.50% effective July 1, 2015
- 3.50% effective July 1, 2016
- 3.50% effective July 1, 2017

- b. Hourly Teaching Assistants

All hourly teaching assistants shall be placed on the Teaching Assistant Salary schedule and shall advance one step on the Salary Schedule (See Appendix A) each July 1 thereafter.

- c. Hourly Aides and Hourly Clerical Employees

The salary schedule for hourly aides and hourly clerical employees is Appendix A and shall be 92% of the hourly rates for the corresponding hourly teaching assistant steps.

All hourly aides and hourly clerical employees in the bargaining unit shall advance one step on the salary schedule each July 1.

2. Career Increments

Career increments shall be paid to all members of the bargaining unit upon commencement of the tenth (10th) consecutive year of District service in the amount of \$500; an additional \$650 upon commencement of the seventeenth (17th) consecutive year of service, and an additional \$750 upon commencement of the twenty-fifth (25th) consecutive year of service.

Effective July 1, 2014, career increments shall be paid to all members of the bargaining unit upon commencement of the tenth (10th) consecutive year of District service in the amount of \$600; an additional \$750 upon commencement of the seventeenth (17th) consecutive year of service; and an additional \$850 upon commencement of the twenty-fifth (25th) consecutive year of service.

Effective July 1, 2016, career increments shall be paid to all members of the bargaining unit upon commencement of the tenth (10th) consecutive year of District service in the amount of \$750; and additional \$900 upon commencement of the seventeenth (17th) consecutive year of service; and an additional \$1,000 upon commencement of the twenty-fifth (25th) consecutive year of service.

3. Extra-Curricular Treasurer – High School

\$500 in each year

4. a. Degree Stipend (Salaried Employee)

\$250 – 2 year Associate/RN degree in related field

\$500 – 4 year Bachelor degree in related field

Effective July 1, 2014:

\$350 – 2 year Associate/RN degree in related field

\$600 – 4 year Bachelor degree in related field.

Effective July 1, 2016:

\$500 – 2 year Associate/RN degree in related field

\$750 – 4 year Bachelor degree in related field.

b. Degree Stipend (Hourly Employee)

\$.25 per hour – 2 year Associate/RN degree in related field

\$.50 per hour – 4 year Bachelor degree in related field

Effective July 1, 2014:

\$.35 per hour – 2 year Associate/RN degree in related field

\$.60 per hour – 4 year Bachelor degree in related field.

Effective July 1, 2016:

\$.50 per hour – 2 year Associate/RN degree in related field.

\$.75 per hour – 4 year Bachelor Degree in related field.

5. Nurses will attend monthly SAVE meetings as part of their regular duties on a rotating basis.

Nurses who provide services required by the District prior to the start of the school year shall be compensated at the per diem rate of 1/200th of their annual salary.

6. Instructional services provided by bargaining unit members after school shall be compensated at the posted rate, or the member's hourly/salaried rate, whichever is higher.
7. Bargaining unit members who are requested to serve as substitutes for teachers, and who voluntarily agree to serve as such, shall be compensated their regular rate plus \$50 per day or part thereof.
8. Bargaining unit members who serve as chaperones or in other district event related capacities shall be compensated at the same rate as the district's teachers.

Section B

1. Reasonable efforts shall be made to provide a substitute, if necessary, for any employee who is absent. If available, a current list of substitutes shall be provided to each building principal.
2. A member of the bargaining unit may be temporarily assigned to one or more job classifications within the bargaining unit other than the one to which he/she is regularly assigned. In such situations, if the bargaining unit member is assigned to the other job classification for five (5) consecutive days or more, and if such assignment is made to a higher paying classification, the bargaining unit member shall be paid at the higher classification, retroactive to the first such day of assignment. Involuntary temporary assignments to these other classifications may not be made by the District for period of excess of six months.

Section C

The workday for employees covered by this agreement shall begin no earlier than 7:00 a.m. on a daily basis and end no later than 5:00 p.m. on a daily basis. The District will have the right to determine the starting and ending time of the workday and shall have the right to stagger such starting and ending times to cover District needs.

The normal workday for office staff shall be seven (7) hours, exclusive of a one-hour lunch.

The normal workday for teacher aides and teacher assistants shall be six (6) hours, exclusive of a one-half hour lunch.

Employee requests for a schedule accommodation or change shall be subject to the approval of the Superintendent.

Any employee who works three or more consecutive hours shall be entitled to a 15 minute paid break for every three consecutive hours. Such break shall be exclusive of the 30 minute break.

Section D

1. For an employee to advance to the next salary step, the date of employment must be no later than January 1st, otherwise the employee shall not advance to the next salary step until the second July 1st following the date of employment of the unit member.
2. Unit members who move from one classification to another shall carry with them all seniority for the purpose of layoff and recall.

Section E

For purposes of payment, the District shall convert each hourly employee's hourly rate to an annual salary amount.

Employee's hourly rate x number of hours worked daily x number of workdays in the employee's work year = annual salary amount.

Hourly employees may elect to receive their annual salary amount over 21 pay periods or 25 pay periods.

ARTICLE V

EMERGENCY CONDITIONS

When school is not in session due to emergency closings, unit members shall not be required to work. Said members shall receive their full salary during the period school is closed.

ARTICLE VI

LEAVES, VACATION, HOLIDAYS

Section A

1. An employee may petition the Superintendent of Schools for a leave of absence and may be granted such without pay. The request for a leave of absence shall be subject to approval by the Board of Education. The decision of the Board of Education concerning a leave shall not be subject to the grievance article of this agreement. If such leave of absence is granted, the bargaining unit member will not earn or accrue any benefits during such leave of absence. However, if such leave of absence is approved, the bargaining unit employee can exercise his/her option to continue on the coverage of such District health plan, provided that the bargaining unit member pay for the total of such insurance during the duration of the leave of absence.
2. Such leave of absence may be extended upon the employee's request and the approval of the Board of Education. An employee granted a leave of absence has the right to return to his/her position or to a comparable position in salary level upon his/her return to work. An employee who is granted a leave of absence cannot return to the employment of the District prior to the completion of the approved leave of absence unless the position vacated by the employee is available (e.g., the District has not hired a full time substitute to cover the absent employee).

Section B – Child Care Leave

Childcare leave shall be granted to unit members for a period of up to two years. Such leave shall be leave without pay. Applicants for said leave must apply in writing to the Superintendent at least ninety (90) days prior to the beginning date of the leave. In the event that an employee adopts a child, the ninety (90) day notification of requesting child care leave shall be waived, and the employee shall make a written request for such leave within thirty (30) days of such adoption. The application must include the intended date of return to active employment. If granted such leave of absence, the employee shall not earn or accrue any benefits during such leave of absence. However, the employee shall have the option of continuing on the District's health insurance plan provided the employee pays the total cost of such insurance during the duration of such leave. An employee who is granted a leave of absence for child care leave cannot return to the employment of the District prior to the completion of the approved leave of absence unless the position vacated by the employee is available (e.g., the District has not hired a full time substitute to cover the absent employee).

Section C – Holidays & Vacations

1. Ten-month Employees

Full-time employees working the school year only (on the approved school calendar) shall have the following paid holidays:

Columbus Day
Veterans Day
Wednesday before Thanksgiving
Thanksgiving Day
Friday after Thanksgiving
Christmas Day
New Year's Day
Martin Luther King Day
Presidents' Day
Good Friday
and
Memorial Day

2. Eleven Month Employees

Full-time eleven-month employees shall have the following paid holidays:

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

3. Vacations

- a. Eleven-month employees shall be credited eleven (11) days vacation each July 1. Use of such days shall be with the approval of the Superintendent, principal, supervisor or his/her designee upon at least seven days written notice. The seven day notice requirement may be waived by the Superintendent, principal, supervisor or his/her designee in unusual circumstances when the employee could not anticipate the need for vacation leave.
- b. Ten-Month employees shall not be entitled to paid vacation.
- c. Unit members shall not be allowed to accumulate vacation days from one year to another. Should a unit member be unable to take his/her vacation days in any given year due to the District's request that a unit member attend a conference, workshop or other school related activity, the Superintendent of Schools agrees to schedule a mutually agreeable vacation leave. It is understood that requests for vacation leave shall not be unreasonably denied.

ARTICLE VII

LEAVE OF ABSENCE

Section A – Sick Leave

1. Days shall be credited as they are earned by the employee. Days which are credited are to be used only for the personal disability or illness of the employee. Eleven month employees shall earn fifteen (15) days of sick leave each year and ten month employees shall earn twelve (12) sick leave days per year.
2. Sick leave may accumulate up to a maximum of 350 days.
3. A doctor's statement may be requested and will be presented in cases of illness exceeding five (5) consecutive days of absence.
4. Up to three (3) days of family sick leave may be used by bargaining unit employees in the event of illness requiring bedside or household attention by the bargaining unit member of the employee's spouse, child, parent, grandparent, or relative domiciled with the unit member. Furthermore, a unit member may use up to an additional twelve (12) days in the aggregate chargeable to the employees' sick leave for the care of the individuals stated above upon the approval of the Superintendent.

Section B – Personal Leave

1. Five (5) days personal leave may be utilized for personal reasons each year and an employee need only state that the leave is personal. No more than three (3) personal leave days may be taken consecutively unless otherwise approved by the Superintendent.
2. The intent of personal leave is to allow the members of the bargaining unit to attend to matters that cannot be taken care of other than during the regular school day. Personal leave is not to be used to extend a school holiday or vacation. Personal leave is not meant to be used for vacation or recreational purposes.
3. Unused personal leave will be allowed to accrue as additional sick leave.
4. Employees or designee will be required to notify the principal, supervisor or his/her designee, within one hour of the employee's start time for the day of sick leave or personal leave absence. Exceptions will be allowed in the case of

emergency sickness, accidents, or death in the immediate family. Unless the employee shall otherwise designate, the absence shall be assumed to be for a period of one day. If an employee has been absent for more than one day, he/she shall call the principal or his/her designee on the date preceding the anticipated day of return and advise the principal of his/her expected date of return to service.

Section C - Sick Leave Bank

1. Bargaining unit members may contribute portions of their sick leave credits to a pool to be used to provide additional sick leave to employees with more than one year of service in the District. Bargaining unit members who elect to join the sick leave bank shall participate for the full term of this collective bargaining agreement. Bargaining unit members who elect not to join the sick leave bank shall be ineligible to either join or receive donations of sick leave days from the sick leave bank for the full term of this collective bargaining agreement. New employees shall be ineligible to participate during the first year of employment but may elect to participate within thirty (30) days of the employee's first anniversary date. Bargaining unit members' election to either join or not join the sick leave bank shall be recorded on a form to be provided by the district. The sick leave pool shall be funded solely by bargaining unit contributions up to a maximum of 500 days. At any time that the number of days in the sick leave bank falls below 200 days, each participating bargaining unit member shall contribute one additional sick day.
2. After an employee uses his/her current and accumulated sick leave, he/she may apply to the Superintendent for use of the days from the sick leave bank. Applications for days from the sick leave bank may be made to the Superintendent by any member of the bank who has suffered a serious illness/injury and who is not expected to be able to return to work in the near future. The Superintendent and the President of the Association will serve as trustees of the sick leave bank, and all decisions relating to the use of such days will be made by them. (Such decisions shall not be subject to the grievance procedure; however, a rejected applicant may ask for, and will receive, a review of the decision by a review committee comprised of three members of the Association and three members appointed by the Superintendent. Recommendations of the committee will be made to the trustees of the pool.) Usage of pool days may be in any amount, but not more than fifteen days multiplied by the total number of years of service in the District by the employee not to exceed more than one hundred fifty (150) days in any one school year in which the borrowing took place. Should an employee require additional days at the commencement of the following school year, he or she may apply to the bank at that time.

3. By written notice to the Superintendent, any employee covered by this agreement who retires from the District may contribute up to twenty (20) days of his/her unused sick leave days to the sick leave bank. However, at no time can the accumulated days in the sick leave bank exceed five hundred (500) days.
4. Each October, the Association shall report to the Superintendent, in writing, the balance of sick leave days available in the sick leave bank and provide a list of bargaining unit members participating in the sick leave bank for that school year. The Superintendent may verify such data and, if necessary, correct this list.

Section D – Bereavement Leave

Up to five school days of leave will be allowed for death of the employee's mother, father, son, daughter, husband, wife, or permanent member of the employee's household. Up to five (5) calendar days of leave will be allowed for death of the employee's brother, sister, grandmother, grandfather, mother-in-law, father-in-law, son-in-law, or daughter-in-law.

Section E – Family and Medical Leave

In accordance with the Family and Medical Leave Act of 1993 and Board of Education Policy, the District will grant family and medical leave for a total of twelve (12) weeks per twelve (12) month period to eligible employees for the following reasons:

- a. The birth, adoption, or acceptance for foster care purposes of a child by the employee and the care of the child;
- b. To care for a spouse, child, or parent of the employee if such immediate family member has a serious health condition; or
- c. The employee's own serious health condition makes the employee unable to perform the functions of his/her position.

Leave time beyond the twelve (12) weeks provided for herein shall only be limited by the provisions of Article VII.

Section F – Public Obligations

- a. Any employee elected for jury duty will be granted leave without charge to leave accruals, as may be necessary to serve and will be paid the difference between juror’s pay and his or her regular pay by the School District while serving.
- b. Employees shall be granted such leave with full pay as may be necessary to appear in a court of law as a defendant in an action arising out of the discharge of the employee’s duties within the scope of employment.
- c. Employees shall be granted such leave with full pay as may be necessary to testify in a court of law pursuant to a subpoena except when such employee is a plaintiff, defendant, or otherwise has an interest in the outcome of the proceedings, less any fees or allowances paid for such court attendance.

Section G – Association Leave

Five (5) days in the aggregate will be provided each year for the attendance of officially designated delegates, alternates and/or Association officers at NYSUT, AFT, and/or AFL-CIO conferences and meetings. No more than two (2) persons may utilize such days at one time.

ARTICLE VIII

HEALTH & DENTAL INSURANCE

1. **Health Insurance**

The District shall contribute toward the premium cost of the eligible bargaining unit member’s health insurance (CDPHP or New York State Empire Plan) as follows:

- a. One hundred percent (100%) for individual and dependent(s) of bargaining unit members for the CDPHP plan.
- b. Eighty percent (80%) for individual and dependent(s) of bargaining unit members who enroll in the Empire Plan.

The office visit co-pay for CDPHP shall be \$25 per visit and \$40 per visit to a specialist. However, the District shall reimburse \$15 per office visit and \$30 per visit to a specialist for the unit member or retiree and any covered dependent. Employees and retirees shall pay the plan co-pays in existence as

of June 30, 2009, with the District reimbursing them any increase that may occur on or after July 1, 2009. The net employee co-pay for emergency room visits and ambulance rides shall be \$50 with any difference reimbursed by the District. District reimbursement procedures shall be provided by a third party administrator (TPA) and shall require submission of proof of payment by the covered individual.

The CDPHP prescription drug plan shall have co-pays of \$5 generic, \$25 formulary and \$40 non-formulary. Mail order co-pays shall be 2.5 times the single co-pay amount for a ninety (90) day supply.

New York State Empire Plan benefit levels, office visit co-pays and prescription drug co-pays are established by the State of New York through negotiations with State employee unions and extended administratively to local government agencies that participate in the New York State Health Insurance Program (NYSHIP).

District contributions for retiree health insurance premiums shall be made only on behalf of bargaining unit members who have ten years or more of full-time District service.

The District shall continue to pay 100% of the premium cost for either individual or individual and dependent health insurance coverage for bargaining unit members who retire on or before June 30, 2018, for the CDPHP Plan.

The District shall pay eighty percent (80%) of the premium cost for either individual or individual and dependent health insurance coverage for bargaining unit members who enroll in the Empire Plan on or after July 1, 2006 and who retire on or before June 30, 2018, unless the unit member has twenty (20) years or more of district service at the time of retirement in which case the District shall pay one hundred percent (100%) of the premium cost as specified above.

Membership or changes in membership in this program will be accepted in November or May, or within thirty (30) days of initial employment with the District.

2. **Dental Insurance**

The District shall pay the full cost (100%) of individual, two person or family dental insurance for unit members. The District presently participates in a self-funded dental insurance plan administered by Ameritas Group. Coverage under this plan shall be provided according to the services outlined in the booklet printed by Ameritas Group and entitled, Your Group Dental Benefits, Watervliet City School District.

3. **Health Insurance Buy-Out**

Employees who are eligible for Health Insurance under this Agreement shall also be eligible for an insurance buy-out if they are otherwise health insured.

Any member who elects the above must file written notice of exercising this option, with proof of other Health Insurance coverage, to the Superintendent by May 15 for a period of one year commencing July 1st.

Members appointed after July 1 must make the election within 30 days of their appointment.

The payment for this option shall be \$2,150 for family coverage and \$800 for individual coverage. Payment shall be made in December and June. Re-entry will be allowed at anytime subject only to the rules governing the Health Insurance Plan chosen.

Retirees shall not be eligible for such buy-out.

Except as otherwise provided in Section 1 above, bargaining unit members who retire on or after June 30, 1996, shall contribute to the cost of their health insurance premiums the same percentage which they were responsible for contributing on the date of their retirement. (E.g., a bargaining unit member retires effective June 30, 1996 and is paying 5% of the cost of his/her premiums. The retiree will continue to contribute 5% of the cost of his/her premium throughout his/her retirement).

4. **Section 125 Flexible Plan (IRS 125 Plan)**

The District shall offer an Internal Revenue Code Section 125 Plan to which unit members can contribute to cover the cost of health insurance, unreimbursed medical expenses, dependent care and disability and life insurance premiums consistent with applicable law and regulation.

ARTICLE IX

RETIREMENT

All eligible covered employees shall be enrolled in the New York State Employees Retirement System or the New York State Teachers' Retirement System.

ARTICLE X

SICK & VACATION LEAVE BUY-OUT

The District shall "buy-back" a portion of such unused sick leave. Payment will be made at the time of the employee's final check from the District. The employee must notify the District in writing of his/her retirement. For the purpose of this article, sick leave accumulated as of June 30th in the year of retirement will be deemed eligible for this buy-back provision. Payment will be made as follows: All days from 101-280 shall be compensated at one-half (1/2) of his/her daily rate of pay up to a total maximum of one hundred eighty (180) days. For the purpose of the unused sick leave buy-back sick leave days 281-350 shall not be compensated. For those bargaining unit members referenced in Article VII (A)(2), employed as of July 1, 1992, the maximum compensation shall be to a total maximum of two hundred fifty (250) days.

ARTICLE XI

WORKERS' COMPENSATION

Absences due to accidental injury arising out of and in the course of employment, and related expenses, will be paid for as required by the New York State Workers' Compensation Law. In addition, employees will be allowed to draw on their sick leave accrual in an amount sufficient to equalization or compensation payment with the benefits they would have otherwise received under sick leave in this agreement.

1. The school district shall reimburse bargaining unit members for reasonable costs of replacing or repairing dentures, eyeglasses, hearing aides, or similar bodily appurtenances not covered by Workers' Compensation, which are damaged, destroyed or lost as a result of an assault sustained in the discharge of his/her duties within the scope of employment.
2. The school district will be responsible to bargaining unit members for the replacement or repair costs of property damages which are demonstrated as being incidental to the personal injury and are not losses covered by personal insurance.

The school district will be responsible to bargaining unit members for the replacement or repair costs of any clothing, or other property damaged or destroyed, or funds stolen except personal money, while the unit member was acting in the discharge of his/her duties within the scope of employment, and in the absence of negligence.

ARTICLE XII

POSTING, TRANSFERS, VACANCIES

- A. All notice of civil service examinations pertaining to School District classifications shall be posted in each school and the administrative office.
- B. Unit vacancies shall be posted in each building for at least ten (10) calendar days. Posting will include the minimum qualifications for the position, the building in which the position will be located, and a general description of the duties. If the vacancy occurs in the summer, the Association president will be notified, and notification will be posted in the school offices.

In instances where a posting has occurred and the Board of Education and/or District makes a change in the job title, and/or job qualifications, the position must be reposted pursuant to the provisions of this Article before an appointment is made.

- C. Anticipated summer job openings for work customarily performed by members of the bargaining unit will be posted in June 1 of each year. Qualified members of the bargaining unit who apply for such posted positions shall enjoy a preference over non-bargaining unit members. When two or more unit members apply for such posted positions, the more senior bargaining unit member shall enjoy a preference over the junior bargaining unit member. However, in deciding which applicant to choose for any such position, the Board reserves the right to choose the individual that it deems most qualified for the position. Therefore, in giving the preference to incumbents over outside applicants or to more senior employees over junior employees, the preference will only apply when the Board deems all other qualifications equal.
- D. Unit members will be allowed at least ten (10) calendar days to apply for a vacant position. Applicants will be notified in writing as to the determination of the District in filling the vacant position.
- E. When possible, vacancies will be filled by relocation of an employee in the same or comparable position, or filled by promotion from among persons holding positions in a lower grade in a direct line of promotion, provided such employee

meetings all other qualifications outlined by the Civil Service. However, the Board of Education shall have the right to appoint an employee to any vacancy that the Board deems the most qualified employee. The District shall only give a preference to current employees if the Board decides that all other qualifications amongst the applicants are deemed equal.

- F. When voluntary transfers or reassignments are necessary, the employee shall be given thirty (30) calendar days notice, except in unusual circumstances. The employee will be granted, upon request, a meeting to explain the reasons for such a transfer or reassignment. Either party may have additional persons present at such meeting, if desired. All involuntary transfers and reassignments will be to a job of at least equal hours and will be within specified Civil Service and/or non-competitive classification, whichever may be appropriate.

ARTICLE XIII

LAYOFF & RECALL RIGHTS

- A. All competitive classifications shall be governed by the layoff and recall rights pursuant to New York State Civil Service Law.
- B. When the District determines that layoffs in non-competitive classifications are necessary, the least senior employee within the classification shall be the first to be reduced and/or excessed.
- C.1. A recall list covering layoffs in non-competitive and labor class positions will be established. Names will remain on the list for a period of twenty-four (24) months. Recall shall be in the reverse order of layoff and based upon total continuous District service.
 - 2. An individual whose name appears on the recall list shall provide the District with a mailing address where the individual may be contacted. It is the individual's responsibility to notify the District of any changes in mailing address during the recall period.
 - 3. The District shall be required to contact a recalled individual one (1) time by certified mail at the address supplied in (2) above.
 - 4. A recalled individual must respond to the District's recall notice within five (5) working days of receipt of the recall in (3) above.

5. A recalled individual may refuse recall notice up to two (2) times without waiving the employee's rights under this provision.

ARTICLE XIV

GRIEVANCE PROCEDURE

- A. It is the policy of the District and the Association that all grievances be resolved informally or at the earliest possible stage of this grievance procedure. However, both parties recognize that the procedure must be available without any fear of discrimination because of its use. Informal settlement at any stage shall bind the immediate parties to the settlement but shall not be precedents in a later grievance proceeding.
- B. Definitions
 1. ***Grievance*** shall mean any alleged violation or misinterpretation of any provision of this contract.
 2. An ***employee*** shall mean any individual who is recognized as a member of the bargaining unit.
 3. An ***aggrieved*** party is the employee or the association who submits a grievance.
- C. Submission of Grievance
 1. Before submission of a written grievance, the aggrieved party must attempt to resolve it informally, and in so doing shall give notice that a ***grievance*** is being raised.
 2. Each grievance shall be submitted in writing on a form approved by the District and the Association and shall identify the aggrieved party, the provisions of this agreement involved in the grievance, the time when and the place where the alleged events or conditions constituting the grievance existed and, if known, the identity of the person responsible for causing such events or conditions and a general statement of the grievance and redress sought by the aggrieved party.
 3. A grievance shall be deemed waived unless it is submitted in writing within ten (10) scheduled workdays.

D. Grievance Procedure

1. **Immediate Supervisor** – The immediate supervisor shall respond in writing within seven (7) workdays after receipt of each written grievance. If an aggrieved party is not satisfied with the response of the immediate supervisor or if no response is received within the specified time limit after the submission of a grievance, such aggrieved party may appeal to or submit a copy of the grievance within seven (7) work days thereafter to the Superintendent. If the aggrieved party fails to submit the grievance to the Superintendent within seven (7) workdays, the grievance shall be considered resolved.
2. **Superintendent** – The Superintendent or designated representative shall, upon request or at the Superintendent's option, within seven (7) work days confer with the aggrieved parties with respect to the grievance and shall deliver to the aggrieved parties a written statement of his/her position with respect to it no later than ten (10) work days after the conclusion of the conference.
3. **Board of Education** – In the event that the Grievant is not satisfied with the decision rendered at the previous level of procedure, (s)he may file an appeal with the Board of Education.

The Board shall hold a hearing within ten (10) working days of the receipt of the appeal. The Grievant may be accompanied by a representative of his/her choice.

4. **Binding Arbitration** – In the event that the Grievant is not satisfied with the Board of Education's decision regarding the Grievance, (s)he may, within fifteen (15) working days after receiving the decision, refer the grievance to arbitration by notifying the Superintendent. An arbitrator will be selected by mutual agreement between the parties.

The Arbitrator's decision will be in writing and will set forth his/her findings, reasonings and conclusions on the issue submitted. The Arbitrator will be without power or authority to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this Agreement. The decision of the Arbitrator shall be binding on the parties. The Arbitrator shall have no power to alter, add or detract from the provisions of this Agreement.

The cost for the services and expense of the Arbitrator shall be borne equally by the District and the Association.

E. **Time Limits**

Time limits may be extended by written mutual agreement between the Association and the Superintendent.

ARTICLE XV

EMPLOYEE RIGHTS

A. The probationary period for all competitive, non-competitive and labor class employees shall be for a period of twenty-six (26) weeks from the date of employment. If the probation period is to be extended beyond the twenty-six (26) weeks, the District will notify the employee in writing.

B. Following the successful completion of the probationary period, those eligible employees shall be entitled to the protection of Section 75 of the New York State Civil Service Law.

C. **Evaluation of Employees**

1. Probationary employees shall be evaluated at least one time during their probationary period.
2. All permanent employees shall have at least one evaluation per year by his/her supervisor.
3. The employee shall have the opportunity to review the formal evaluation and shall indicate his/her review by signing a copy of the evaluation which shall be filed in the employee's personnel file. It is understood that the employee's signing such an evaluation does not indicate the employee's agreement with the contents of the evaluation.

D. **Personnel File**

1. Each unit member shall have the right to review the contents of his/her personnel file, with the exception of confidential reference letters. At the member's request, (s)he may be accompanied by a representative to review said file. No material shall be placed in the employee's file unless a copy of such material has been given to the employee.
2. The employee retains the right to attach statements to any item in his/her personnel file.

3. No material connected with the grievance proceedings shall be included in any personnel file. This provision is limited to the grievance and any responses to the grievance, and shall not include any matter which forms the basis of such grievance. (For example, if the Association grieves the placement of a letter or reprimand or counsel in a personnel file, this provision would not apply to such a situation).

ARTICLE XVI

PROFESSIONAL DEVELOPMENT

Bargaining unit members may be required or may request to participate in professional development/in-service training programs, professional conferences, or activities such as workshops to maintain or update skills related to their assignments. Professional development activities that may be paid for by the district shall be subject to advanced, written approval of the Superintendent. Such approval must be obtained prior to participation in the activity by the bargaining unit member.

ARTICLE XVII

MISCELLANEOUS PROVISIONS

- A. This agreement may be altered, changed, added to, deleted from, or modified only through the voluntary, mutual consent of the parties who negotiate the agreement. The change must be in written, signed amendment to the agreement by both parties.
- B. The parties agree to negotiate a new provision should any provision of this agreement be found to be unlawful.
- C. The Superintendent of Schools, or his/her designee, and representatives of the Association shall meet upon request at a mutually agreeable time to discuss matters of mutual concern.
- D. This agreement shall supersede any rules, regulations or policies of the Board of Education, which will be contrary to, or inconsistent with its terms.

ARTICLE XVIII

RESIGNATION

Any bargaining unit member who resigns employment for purposes other than retirement (which for this purpose only shall be defined as a disability retirement, or being age eligible to collect a pension from ERS/TRS and having filed the required paperwork to do so) during the months of July and August shall not be entitled to an employer contribution for health insurance under Article VIII of this Agreement for the months of July and August. However, the unit member and any covered dependent may continue coverage during July and/or August if the unit member agrees to pay one hundred percent (100%) of the costs for July and/or August. Any coverage shall be in accordance with COBRA and the rates provided for therein.

Teaching assistants accepting teaching positions outside the District shall be excluded from the provisions of this Article.

ARTICLE XIX

REQUIREMENT OF LEGISLATIVE ACTION

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 THEREOF, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN ITS APPROVAL.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed, the provisions of which shall be effective as of July 1, 2013, and remain in effect until June 30, 2018.

Watervliet Support Staff Association

Date

Enlarged City School District of the
City of Watervliet

Date

APPENDIX A

TEACHING ASSISTANT SALARY SCHEDULE

<u>STEP</u>	<u>2013-14</u>	<u>2014-15</u>	<u>2015-16</u>	<u>2016-17</u>	<u>2017-18</u>
1	\$10.30	\$10.61	\$10.98	\$11.36	\$11.76
2	\$10.82	\$11.14	\$11.53	\$11.93	\$12.35
3	\$11.33	\$11.67	\$12.08	\$12.50	\$12.94
4	\$11.85	\$12.20	\$12.63	\$13.07	\$13.53
5	\$12.36	\$12.73	\$13.18	\$13.64	\$14.11
6	\$12.88	\$13.26	\$13.73	\$14.21	\$14.70
7	\$13.39	\$13.79	\$14.27	\$14.77	\$15.29
8	\$13.91	\$14.32	\$14.82	\$15.34	\$15.88
9	\$14.42	\$14.85	\$15.37	\$15.91	\$16.47
10	\$14.94	\$15.38	\$15.92	\$16.48	\$17.06
11	\$15.45	\$15.91	\$16.47	\$17.05	\$17.64
12	\$15.97	\$16.44	\$17.02	\$17.62	\$18.23
13	\$16.48	\$16.97	\$17.57	\$18.18	\$18.82
14	\$17.00	\$17.50	\$18.12	\$18.75	\$19.41
15	\$17.51	\$18.04	\$18.67	\$19.32	\$20.00

HOURLY AIDES AND HOURLY CLERICAL

<u>STEP</u>	<u>2013-14</u>	<u>2014-15</u>	<u>2015-16</u>	<u>2016-17</u>	<u>2017-18</u>
1	\$9.48	\$9.76	\$10.10	\$10.46	\$10.82
2	\$9.95	\$10.25	\$10.61	\$10.98	\$11.36
3	\$10.42	\$10.74	\$11.11	\$11.50	\$11.90
4	\$10.90	\$11.22	\$11.62	\$12.02	\$12.44
5	\$11.37	\$11.71	\$12.12	\$12.55	\$12.99
6	\$11.85	\$12.20	\$12.63	\$13.07	\$13.53
7	\$12.32	\$12.69	\$13.13	\$13.59	\$14.07
8	\$12.79	\$13.18	\$13.64	\$14.11	\$14.61
9	\$13.27	\$13.66	\$14.14	\$14.64	\$15.15
10	\$13.74	\$14.15	\$14.65	\$15.16	\$15.69
11	\$14.21	\$14.64	\$15.15	\$15.68	\$16.23
12	\$14.69	\$15.13	\$15.66	\$16.21	\$16.77
13	\$15.16	\$15.62	\$16.16	\$16.73	\$17.31
14	\$15.64	\$16.10	\$16.67	\$17.25	\$17.86
15	\$16.11	\$16.59	\$17.17	\$17.77	\$18.40