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CONTRACTUAL AGREEMENT

between the

**PENFIELD ASSOCIATION of
EDUCATIONAL OFFICE PROFESSIONALS**

and the

SUPERINTENDENT OF SCHOOLS

**PENFIELD CENTRAL SCHOOL DISTRICT
PENFIELD, NEW YORK**

JULY 1, 2009 through JUNE 30, 2012

TABLE OF CONTENTS

	PREAMBLE	4
ARTICLE I	RECOGNITION CLAUSE	4
ARTICLE II	NEGOTIATION PROCEDURES	
Section 1	Opening Negotiations	4
Section 2	Negotiating Teams	4
ARTICLE III	ASSOCIATION RIGHTS AND RESPONSIBILITES	
Section 1	Availability of Information	5
Section 2	Bulletin Boards	5
Section 3	Use of School Facilities	5
Section 4	Board Meeting Information	6
Section 5	Payroll Deductions	6
Section 6	Professional Policies	6
Section 7	Personnel File.....	6
Section 8	No Strike Clause	7
Section 9	Dues Deduction.....	7
Section 10	Notification	7
Section 11	Working Conditions.....	7
ARTICLE IV	HOURS OF WORK	
Section 1	Definitions.....	8
Section 2	Lunch Period.....	8
Section 3	School Calendar	8
ARTICLE V	COMPENSATION	
Section 1	District Ladder of Progression	9
Section 2	Salary Checks – Method of Payment.....	10
Section 3	Schedule of Paydays	10
Section 4	Overtime Pay	10
Section 5	Change in Classification	11
Section 6	Entry Level Pay Rates.....	11
Section 7	Wage Increases	12
Section 8	Stipends.....	12
ARTICLE VI	CONDITIONS OF EMPLOYMENT	
Section 1	Recruitment / Promotion.....	12
Section 2	Application for Vacancies and Transfers.....	12
Section 3	Civil Service Test.....	13
Section 4	Probation.....	13

ARTICLE VII	BENEFITS	
Section 1	Eligibility	13
Section 2	Health Insurance	13
Section 3	Dental Insurance	16
Section 4	Life Insurance	17
Section 5	Retirement Benefits	17
Section 6	Workers' Compensation	18
Section 7	Disability Insurance	18
Section 8	Death Payments	18
Section 9	403B Retirement Accounts	18
Section 10	Longevity Payments.....	19
Section 11	Inservice Course Incentive and Tuition Reimbursement.....	19
ARTICLE VIII	VACATION AND HOLIDAYS	
Section 1	Vacations.....	20
Section 2	Holidays	21
Section 3	Schools Closed Due to Weather Emergency	21
ARTICLE IX	ABSENCES AND LEAVES	
Section 1	Paid Leaves	22
Section 2	Family Leave	26
Section 3	Unpaid Leaves	26
ARTICLE X	GRIEVANCE PROCEDURE	
Section 1	Definitions.....	28
Section 2	Basic Principles.....	29
Section 3	Procedure	29
ARTICLE XI	MANAGEMENT RIGHTS.....	32
ARTICLE XII	CHANGES AND DURATION	
Section 1	Legislative Action.....	33
Section 2	Savings Clause	33
Section 3	Complete Agreement	33
Section 4	Duration	33
	ATTACHMENT A.....	34

PREAMBLE

This agreement is made and entered into this day, January 26, 2010, by and between the Penfield Central School District, hereinafter referred to as the "District," and Penfield Association of Educational Office Professionals, hereinafter referred to as the "Association," to establish wages, hours, and terms and conditions of employment for the unit members covered by this Agreement.

ARTICLE I RECOGNITION CLAUSE

The Penfield Central School District, having determined that the Penfield Association of Educational Office Professionals is supported by a clear majority, hereby recognizes the Penfield Association of Educational Office Professionals as the exclusive negotiating agent for the unit members as defined in Board of Education By-Law Section 102.1. It is understood and agreed that positions designated confidential by the Public Employment Relations Board will be excluded from the unit. In addition, any titles not noted in Section 102.1, but listed in Article V, Section 5-1, are covered under this agreement.

ARTICLE II NEGOTIATION PROCEDURES

Section 2-1. OPENING NEGOTIATIONS

Upon a request of either party for a meeting to open negotiations, a mutually acceptable meeting date shall be set not more than thirty (30) days following such request. In any given school year, such requests shall be made no earlier than January 15 and not later than March 15. All proposals shall be submitted in writing at the first meeting. All necessary subsequent meetings shall be called at times mutually agreed upon by the parties.

Section 2-2. NEGOTIATING TEAMS

The parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, consider proposals, and reach compromises in the course of negotiations.

**ARTICLE III
ASSOCIATION RIGHTS AND RESPONSIBILITIES**

Section 3-1. AVAILABILITY OF INFORMATION

The District shall make available to the President of the Association, upon written request, any and all information, statistics, and records, except personal records, for the proper administration or enforcement of this Agreement. Requests for such information shall be submitted to the Assistant Superintendent for Personnel and Labor Relations.

The President of the Association, or his/her designee, upon reasonable advance written notice and without interference to the educational system, shall be permitted up to five leave days without loss of pay, which may be taken in no less than one-half day segments. In addition, one delegate and one alternate shall be granted up to two leave days each without loss of pay, to attend the NYSUT Representative Assembly.

Section 3-2. BULLETIN BOARDS

The District shall provide space on an employee bulletin board in each building for the use of the Association for the purpose of posting the following:

- A. Notices of Association recreation and social affairs
- B. Notices of Association elections
- C. Notices of Association appointments
- D. Notices of Association meetings and reports of Association meetings
- E. Other notices considered bona fide Association activities

Section 3-3. USE OF SCHOOL FACILITIES

Use of school buildings shall be available to the Association for routine business meetings of the Association's local chapter in accordance with the provisions of Board of Education policy and Education Law.

The Association shall submit to the District a proposed schedule of meetings at the beginning of each school year.

The District reserves the right to deny the Association access to school buildings and property whenever unit members are engaging in a strike, slow-down, or other action which is illegal under the Taylor Law, and at such other times as the District, in its discretion, deems necessary for the protection and safety of persons and property.

Section 3-4. BOARD MEETING INFORMATION

Except for confidential reports, the President of the Association shall receive a copy of the agenda, addenda, and minutes of all Board meetings within a reasonable time.

Section 3-5. PAYROLL DEDUCTIONS

The District shall make payroll deductions authorized by the unit members for the following purposes in accordance with other provisions of this Agreement:

- A. Deposit into the employee's choice of financial institutions
- B. United Way
- C. Alternative health plans
- D. Group term life insurance
- E. 403B retirement accounts
- F. PAEOP dues deduction
- G. NYSUT Benefit Trust
- H. Flexible Spending Account for non-reimbursed medical and dependent care expenses, employee health insurance premium contributions, and group term life insurance premiums. Employee deduction for either medical or dependent care expenses shall be limited only by the minimum and maximum set by law.

A unit member will be eligible for Flexible Spending Account deductions upon initial employment.

The Association will protect, defend, indemnify, and save harmless the District from any and all claims, damages, disputes, and liability as a result of administering this section.

Section 3-6. PROFESSIONAL POLICIES

Rules and regulations governing the activities of personnel within the District shall be uniform throughout the school district insofar as practical.

Section 3-7. PERSONNEL FILE

Unit members will have the right, upon request, to review the contents of their personnel files with the exception of pre-employment references and/or any other documents required by law to remain outside the view of the unit member. Documents may only be removed through mutual agreement between the unit member, the Association President, and the Assistant Superintendent for Personnel and Labor Relations. The unit member must request a copy of any documents from the District personnel file. Medical reports submitted by physicians employed by the district, under Education Law Section 913, will be provided to the unit member within ten (10) school days of receipt of the report.

No material derogatory to a unit member's conduct, service, character, or personality will be placed in his/her personnel file unless the unit member has had the opportunity to review the ma-

terial. The unit member will acknowledge that he/she has had the opportunity to review such material by affixing his/her signature to the copy to be filed, with the express understanding that his/her signature in no way indicates agreement with the contents thereof. The unit member will also have the right to submit written comments to such material and these comments shall be reviewed by the Superintendent or his/her designee and attached to the file copy.

Section 3-8. NO STRIKE CLAUSE

There will be no work stoppage, strike, slow-down, or any reduction of services as specified in Section 210 of the Public Employees' Fair Employment Act.

Section 3-9. DUES DEDUCTION

- A. The District agrees to deduct membership dues in the Association from the wages of such unit members.
- B. Payroll deduction of Association dues shall take place each pay period during the school year beginning the second pay period in September. New employee dues will be deducted from their first paycheck when hired during the school year.
- C. The Association shall provide the District with a list of unit members for whom dues should be deducted and the original signed dues authorization forms for such unit members who have voluntarily authorized the District to deduct dues. The District shall supply the Association President and Treasurer with any new unit member's name, civil service title, school assignment, start date and salary prior to the new unit member starting in order to facilitate the Association's requirement of supplying the previously referenced list. Upon hiring, the District will obtain a signed authorization form for dues deduction from the new employee.
- D. The District, following each payroll, shall furnish the Association with a list containing member names and the amount deducted from each respective pay check.
- E. The Association will protect, defend, indemnify, and save harmless the District from any and all claims, damages, disputes, and liability as a result of administering this section.

Section 3-10. NOTIFICATION

Unit members who apply for specific openings shall be notified in writing when the position has been filled.

Section 3-11. WORKING CONDITIONS

- A. Safe Working Environment: The Association President or his/her designee shall have the right to serve on the Districtwide Health and Safety Committee.
- B. Sole Occupancy (see Attachment A)

ARTICLE IV HOURS OF WORK

Section 4-1. DEFINITIONS

- A. Regular 12-month Employee: A regular 12-month employee is a unit member who is regularly scheduled to work thirty-five (35) hours or more per week for twelve (12) months per year.
- B. Regular 12-month Building Employee: A regular 12-month building employee is a unit member who is regularly scheduled to work thirty-five (35) hours or more per week for twelve (12) months per year but has off school breaks.
- C. Regular 10-month Employee: A regular 10-month employee is a unit member who is regularly scheduled to work thirty-five (35) hours or more per week for ten (10) months per year (September 1 – June 30) but has off school breaks.
- D. Regular Part-time Employee: A regular part-time employee is a unit member who is regularly scheduled to work twenty (20) hours or more a week for at least ten (10) months a year.
- E. Part-time Hourly Employee: A part-time hourly employee is a unit member who is paid by the hour and who is regularly scheduled to work less than twenty (20) hours per week.
- F. Increase in Hours: When a full-time position becomes vacant, the District may increase, permanently, hours of work from 35 hours per week to a maximum of 37.5 hours per week.

Section 4-2. LUNCH PERIOD

All unit members who work more than four (4) hours per day are required to have a lunch period. The time and duration thereof will be arranged by the supervisor. A unit member may not substitute the lunch period as part of the work day.

Section 4-3. SCHOOL CALENDAR

The school calendar will be provided for each unit member at the beginning of the school year.

**ARTICLE V
COMPENSATION**

Section 5-1. DISTRICT LADDER OF PROGRESSION

Minimum Salary

(All starting rates increase 2% per year with the exception of Category 1.)

Category	Classification (New Series)	Old Titles	7/1/09	7/1/10	7/1/11
1	Office Clerk I	Administrative Assistant Clerk I Secretary I	\$16.50	\$17.25	\$18.00
2	Office Clerk II	Office Clerk II w/typing Sr. School Secretary Secretary II School Secretary	\$13.50	13.77	14.05
3	Office Clerk III	Secretary III Office Clerk III w/Typing Sr. Library Clerk	\$11.25	11.48	11.71
4	Office Clerk IV	Receptionist Office Clerk IV	\$10.50	10.71	10.92

Collateral lines: All titles that qualify, i.e. years of experience and/or education, may sit for a promotional exam.

Category	Classification	7/1/08	7/1/09	7/1/10	7/1/11
A	Senior Network Technician		X	\$65,000	\$66,300
B	Network Technician		X	\$45,000	\$45,900
C	Technical Theatre Manager Computer Project Coordinator	\$19.70	\$20.00	20.40	20.81
D	Assistant Benefits Technician Senior Payroll Clerk Computer Services Liaison	\$17.39	\$18.00	18.36	18.73
E	Buyer Computer Application Specialist	\$16.58	\$17.00	17.34	17.69
F	Payroll Clerk	\$12.70	\$14.50	14.79	15.09
G	Sr. Account Clerk	\$12.70	\$13.50	13.77	14.05
H	Account Clerk	\$11.96	\$12.00	12.24	12.48

Objective of the Career Ladder of Progression

- Allow unit members ease of upward professional advancement.
- Preserves unit member layoff and recall rights as defined by New York State Civil Service Law and the Monroe County Civil Service Rules, including but not limited to, bumping and retreat.
- Streamlines the number of job titles and functions over time.
- Preserves the unit members' right to take a Civil Service promotional examination for upward professional advancement provided that the unit member holds the years of service and/or educational qualifications as may be deemed necessary/required by Civil Service to take the examination..

The District and the Association understand that both the Civil Service Title and the District Title will coexist until all unit members holding the original civil service titles have left Penfield employment. By December 31, 2010, the President of the Association and the Assistant Superintendent for Personnel will review the Career Ladder of Progression to determine if it has met its objectives.

Section 5-2. SALARY CHECKS – METHOD OF PAYMENT

Salary payments will normally be made on every other Friday throughout the year. If the Friday falls during a holiday period, payment will be made according to the established schedule.

Unit members employed for the ten-month school year who are employed from the beginning of the school year may have the option of:

- A. A twelve-month payment plan under which each payment will be one twenty-sixth of the annual salary rate, and the four July and August payments will be included in the last paycheck for the month of June, OR
- B. A ten-month payment plan under which payments will be made during September through June at one twenty-first of the annual salary rate.

Section 5-3. SCHEDULE OF PAYDAYS

The District will publish and distribute a schedule of paydays prior to July 1 of each year.

Section 5-4. OVERTIME PAY

With the prior approval by a building administrator, a regular unit member will be eligible for overtime pay for the hours worked beyond forty (40) hours in a workweek, excluding the lunch period, sick days, personal days, holidays, and vacation days. Hours worked in excess of the unit member's scheduled workweek hours are not eligible for the overtime rate until the unit member works over forty (40) hours. The overtime rate is one and one-half of the hourly rate.

Unit members in Categories A and B are exempt from overtime pay in accordance with Fair Labor Standards Act.

The definition of a full-time administrative assistant's workweek is up to forty (40) hours per week. The actual hours of employment during the school year/workweek are continuous (except for an unpaid ½ hour duty free lunch), and begin between 7:00 A.M. and 8:30 A.M. The starting and ending times are set by the building principal on an annual basis with consultation from the administrative assistant. An individual administrative assistant's workday hours could change when requested by the administrator, and the administrative assistant and Association President agree.

Section 5-5. CHANGE IN CLASSIFICATION

A unit member who is being promoted to a classification in a higher grade will receive an increase in salary. A unit member who is promoted will receive an increase equal to twenty (20) cents per year for each full year of prior continuous service with the District in lower classifications added to their hourly rate or the minimum rate per hour for the position in the higher grade, whichever is higher. Unit members with less than one year of prior service in a lower classification will receive the minimum wage rate for the position in the higher grade.

A unit member who accepts a position in a classification in a grade lower will have his/her salary reduced twenty (20) cents per hour/classification.

If a person assumes the duties for an individual at a higher classification for thirty (30) consecutive work days or more, he/she will be paid at a rate commensurate with the higher classification, as per the first paragraph of this section, while filling the position.

For the purpose of calculating salary, when a unit member changes from 10-month to 12-month status, he/she will accrue one full year of service for each 10-month year he/she worked.

Section 5-6. ENTRY LEVEL PAY RATES

No unit member shall be hired at a rate less than the minimum rate for the applicable pay grade.

The District and the Association recognize the necessity for, and importance of, paying all new hires at the beginning rates of the appropriate pay grades in this Agreement. The Board of Education reserves the right to pay a newly hired unit member at a rate greater than the minimum rate established for that job classification when warranted by compelling factors and to do so would be in the best interest of the District. The District will not exceed the average hourly rate of pay for current District employees in the same contractual classification and with the same years of comparable experience. In the event this occurs, the President of the Association shall receive a written notice indicating the name of the new unit member, the position filled, the classification and pay grade, together with a general explanation of the factors causing a deviation from the minimum rate. It is understood that the District need not disclose any information related to such unit member which is personal in nature. This section is subject to the grievance procedure through Stage III only as set forth in Article X.

Section 5-7. WAGE INCREASES

Wage increases for the unit members during the life of this Agreement shall be determined as follows:

Retroactive pay from July 1, 2009

2009-2010: 3.61% distribution or the higher start rate

2010-2011: 3.95% distributed as \$0.46 adjustment plus 2.5% increase

2011-2012: 3.90%

Section 5-8. STIPENDS

Unit members serving as the High School/Middle School Extraclassroom Activity Fund Central Treasurers shall receive an annual stipend of \$1,500. This is an annual appointment.

**ARTICLE VI
CONDITIONS OF EMPLOYMENT**

Section 6-1. RECRUITMENT / PROMOTION

Recruitment and/or selection for job vacancies and transfers will be done by the Assistant Superintendent for Personnel and Labor Relations, in conjunction with the administrator concerned, in accordance with Civil Service Rules and Regulations. If a vacancy or opportunity for transfer occurs, a notice shall be posted on the bulletin board in each school building for ten (10) work-days before the application deadline. All such notices shall specify the Civil Service classification and the District pay grade. Any ten-month (10) employee having an interest in a position which becomes available during the summer shall indicate such interest to the Assistant Superintendent for Personnel and Labor Relations in writing prior to July 1.

The District will provide all new hires with a copy of this Agreement.

Section 6-2. APPLICATION FOR VACANCIES AND TRANSFERS

Whenever a job vacancy exists, unit members may indicate their interest in the particular assignment by submitting an online application to the Assistant Superintendent for Personnel and Labor Relations. All qualified unit member applicants will be interviewed. Those tests deemed necessary by the District, in addition to Civil Service tests, may be given to determine a person's ability to perform in a particular position, provided such skills being tested by the District do not conflict with Civil Service requirements for the position.

Section 6-3. CIVIL SERVICE TEST

All unit members are mandatorily listed with the Monroe County Civil Service Commission. Eligibility for employment and reclassification is governed by Civil Service Law and Regulations.

Part-time employees working less than twenty (20) hours per week fall into the non-competitive class and are not required to take Civil Service tests.

Section 6-4. PROBATION

Following the successful passing of the Civil Service test for the unit member's particular classification, such unit member shall automatically be placed on probation for a period of six (6) months. The unit member will be notified at the beginning and end of the probationary period. Unit members shall notify the District of successful completion of Civil Service tests.

Each probationary status unit member will be evaluated no later than 20 weeks into this probationary term. The evaluations will be done by the building administrator understanding that, when necessary, it will be done with input from their immediate supervisor. Each probationary employee will be informed at the time of his/her hire who his/her immediate supervisor shall be. All evaluations will be written and, if needed, include recommendations for improvement. Probationary unit members will be notified in writing of pending action prior to the end of their probationary period. If the recommendation is not to appoint, the probationer will be given reasons in writing.

**ARTICLE VII
BENEFITS**

Section 7-1. ELIGIBILITY

The following listed benefits apply only to regular full-time unit members and to regular part-time unit members who were employed as of June 30, 1995. Except as otherwise noted in this Article, regular part-time unit members hired on or after July 1, 1995 and part-time hourly unit members are eligible for retirement and Workers' Compensation benefits only.

Section 7-2. HEALTH INSURANCE

A. Eligibility and Coverage

1. All regular full-time ten-month (10) and twelve-month (12) employees and all regular part-time employees who were employed as of June 30, 1995, except as excluded in Paragraph 2 below, shall be eligible for coverage under the District's health insurance plans.
2. Any unit member who is covered under another health insurance policy or health services plan shall not be eligible for the above coverage. In the event of a similar provi-

sion in the collective bargaining agreement covering a unit member's spouse, the District will coordinate benefits with the spouse's employer. In no event will a unit member be without insurance coverage.

3. Regular part-time employees hired on or after July 1, 1995, and part-time hourly employees may enroll in the District's health insurance plans at no cost to the District. Substitutes are not eligible for coverage.

B. Payment of Benefits

All health insurance benefits will be paid in strict accordance with the terms and conditions of the applicable insurance policy, and the District assumes no obligation for payment of health insurance benefits.

C. Cost

		2009-2010	2010-2011	2011-2012
RASHP Blue Point II Extended	District Contribution	85%	80%	80%
	Unit member Contribution	15%	20%	20%
RASHP Blue Point II Select	District Contribution	95%	90%	90%
	Unit member Contribution	5%	10%	10%
RASPH Blue Point II Value	District Contribution	100%	90%	90%
	Unit member Contribution	0%	10%	10%
Blue Million*	District Contribution	70%	65%	65%
	Unit member Contribution	30%	35%	35%

** Should a pre-July 1, 2000 Blue Million subscriber voluntarily elect to leave the Blue Million Plan, they will not be allowed to re-enroll.*

Prior to July 1, 2010, the District will offer an open enrollment period with benefit change beginning July 1, 2010. It is the understanding of both parties that the final distribution for compensation in the 2010-2011 school year includes 75% of the District's cost savings in health.

1. In addition to the health and dental benefits listed in this article, all unit members in Category A, B, C and D and those unit members with the Civil Service title of Administrative Assistant shall be provided \$300 flex amount annually to pay for benefits.
2. When a unit member reaches retirement age and retires after fifteen (15) years of continuous service with the District immediately prior to retirement, the District will incur the District's share of the premium cost of a single plan for the unit member ac-

ording to Section 7-2 (C) until the retiree becomes 65 years of age. The retiree shall pay the cost difference to the Personnel Office between a family and single contract.

Retirees who establish a permanent residence outside of the Rochester Blue Cross/Blue Shield regional coverage area shall be entitled to district contributions toward health insurance purchased in their retirement locale in an amount not to exceed the highest dollar amount the district would contribute for single HMO coverage had they remained within the BC/BS regional coverage area. Such payments shall be made directly to the insurance carrier, if possible, or, if not, reimbursement shall be made to the retiree on a semi-annual basis, by July 1st for the previous January to June, and by January 1st for the previous July to December. Under no circumstances should this provision be interpreted to result in cash payments to a retiree in excess of the amount necessary to provide health insurance comparable to insurance that would have been provided had the retiree remained within the region.

The District will not provide duplicate medical coverage when a retiree is covered under another medical insurance policy. It is the responsibility of the retiree to notify the District when he/she reaches age 65.

At age 65, the retiree shall convert coverage to an over 65 single policy by contributing \$350 per year, the remainder of the premium to be paid by the District. Should a retiree elect to transfer his/her coverage to another group, he/she forfeits the right to transfer back into the Penfield Central School District group health insurance program. The retiree who elects to transfer his/her coverage will remain eligible for District payments for health insurance on the same cost basis as a retiree who moves out of the geographic region. The District and the Association assume no responsibility for payment of benefits.

3. A unit member retiring under the terms of this agreement who is eligible under number 2 above may use twenty (20) days of unused sick leave annually to waive the unit member's share of a single health insurance contract premium. The unit member may use an additional ten (10) days of unused sick leave annually to waive health insurance premium contributions for his/her spouse.

Health insurance for retirees falls into two categories: under age 65, and age 65 and thereafter. A unit member who retires under the provisions outlined in paragraph 2 above is entitled to health insurance as per the following procedure:

Upon initial retirement and up to age 65 the District will incur the District's share of the premium cost of a single plan for the unit member according to Section 7-2 (C). For the unit member's spouse, the unit member can annually utilize ten (10) days from accumulated sick leave to pay for the total annual cost of the spouse's health insurance.

At age 65 and thereafter, the unit member is entitled to a single policy health insurance plan by either paying \$350 or using twenty (20) days from accumulated sick leave to pay for the annual cost of a single contract. The unit member may use an ad-

ditional ten (10) days of accumulated sick leave to pay for the annual premium cost for health insurance for his/her spouse. Should the unit member elect to use only accumulated sick leave to cover the annual costs of health insurance, his/her accumulated sick leave will be depleted by a total of up to thirty (30) days each year. The use of ten (10) or twenty (20) days is used in a block. No less than ten (10) or twenty (20) days can be used.

4. Unit members who are otherwise eligible for District-paid health insurance will receive payments for each full school year in which they decline such coverage. Payments shall be pro-rated based on the following full year amounts: family coverage \$1,200; two-person coverage \$900; single coverage \$600. Payment shall be made at the end of each school year or upon separation from service. The unit member electing to decline coverage will be asked to provide proof that he/she is covered under another health insurance policy. A unit member who has received such payment may return to District health insurance anytime during the calendar year as long as circumstances necessitating the return meet the health insurance provider's definition of a qualifying event. In that event, the member will receive a prorated amount equal to the portion of the year for which he/she did not have coverage. Returning to District health insurance for reasons other than a qualifying event shall be limited to the annual window period(s).

D. Notice Requirements

Unit members are responsible for notifying the Personnel Office of any changes affecting insurance coverage such as change of address, change of marital status, when a covered child reaches age 26 or when obtaining a job with benefits prior to age 26, or when a spouse reaches age 65.

Section 7-3. DENTAL INSURANCE

A. Eligibility

1. All regular full-time ten-month (10) and twelve-month (12) employees and all regular part-time employees employed as of June 30, 1995, except as excluded in paragraph 2 below, shall be eligible for coverage under the Blue Cross/Blue Shield 100-85-50 (Smile Saver IV) group dental insurance plan, or comparable or better substitute, for unit members.
2. Any unit member who is covered under another dental insurance policy shall not be eligible for coverage under this dental insurance plan.
3. Regular part-time employees hired on or after July 1, 1995, and part-time hourly unit members may enroll in the dental plan for unit members at no cost to the District. Substitutes are not eligible for coverage.

B. Payment of Benefits

Benefits will be paid by the insurance carrier in strict accordance with the terms and conditions of the applicable insurance policy. The District assumes no obligation for payment of any dental insurance benefit.

C. Cost

The District shall pay one hundred percent (100%) of the premium cost for single or family coverage under the Blue Cross/Blue Shield 100/85/50 (Smile Saver IV) group dental insurance plan, or comparable or better substitute, for all eligible participating unit members.

D. Notice Requirements

Unit members are responsible for notifying the Personnel Office of any changes affecting insurance coverage such as change of address, change of marital status, or when a covered child reaches age 26 or when obtaining a job with benefits prior to age 26.

Section 7-4. LIFE INSURANCE

All active members of the unit who work twenty (20) hours or more per week will be provided an opportunity to participate in a term life insurance program. Cost of the program shall be borne by the individual member. The District will administer the payroll deduction for those unit members who elect to participate. Retirees may continue to pay premiums to the Personnel Office up to age 70. All life insurance benefits will be paid in strict accordance with the terms and conditions of the applicable insurance policy, and the District assumes no obligation for payment of life insurance benefits.

Section 7-5. RETIREMENT BENEFITS

Retirement benefits for non-teaching employees of the Penfield Central School District are provided under the New York State Employees' Retirement System. There are several plans in effect under this system.

Unit members who are Tier I and II members, i.e., anyone joining the retirement system prior to July 1, 1976, will be covered under the Non-Contributory New Career Plan – Section 75-i (also referred to as the 1/50 Plan). Any unit member joining the retirement system after July 1, 1976 will be covered by Articles 14-15 if they are Tier III and by Article 15 if they are Tier IV. Any unit member joining the retirement system on or after January 1, 2010 will be covered by Articles 14-15 if they are Tier V.

All the retirement plans include a disability retirement option. All unit members who are members of the retirement system qualify for Option 41-j at the time of retirement. Option 41-j allows the unit member to use unused sick leave credit up to one hundred sixty-five (165) days to be applied as additional service credit after the unit member has vested in the retirement system. All full-time unit members hired after July 1, 1976 are required to contribute to the retirement plan. All full-time employees must join the current retirement program. Part-time employees will be

given the option of joining. All benefits under such retirement program are paid in accordance with the terms and conditions set forth in the written plan.

Questions regarding any aspect of the plan should be directed to the Personnel Office at the District Office. Benefits vary according to when the unit member joined the retirement system. Brochures which explain the basic plan, vested rights, death benefits, and options for a retiring unit member are available for review in the Personnel Office.

Section 7-6. WORKERS' COMPENSATION

All employees of the Penfield Central School District are covered by Workers' Compensation for accidents arising from the performance of their duties. Accidents occurring on the job should be reported immediately to the supervisor.

All benefits for work-related illness or injury are paid in accordance with and are subject to the express terms and conditions of the applicable insurance policy. Claim forms should be filed at the Payroll Office.

Section 7-7. DISABILITY INSURANCE

All members of the unit shall be eligible to obtain disability insurance. Fifty (50) percent of the cost of the plan will be borne by the District under the District's group disability insurance plan. In the event the member elects to participate in the group plan at any time other than upon commencement of their employment in the District, they must furnish satisfactory evidence of insurability. The District assumes no responsibility for payment of benefits. All benefits shall be paid in accordance with the express provisions of the applicable insurance policy.

The District will contribute 100% of the cost of the plan for unit members in Categories A, B, C, D and those unit members with the Civil Service title of Administrative Assistant.

Section 7-8. DEATH PAYMENTS

When the death of a unit member occurs during the period of service to the Penfield Central School District, payment of accumulated vacation time shall be made to the decedent's estate at the unit member's regular hourly rate in effect at the time of the unit member's death.

Section 7-9. 403B RETIREMENT ACCOUNTS

403B Retirement Account plans are available to unit members. Contact the Personnel Office for information relative to the identity of companies authorized by the District to offer such benefits and for other information about 403B retirement accounts. Unit members must make application for payroll deductions on standard forms of the District. Enrollment can be made at any time during the year. A unit member can only enroll with one company. Existing programs may be increased or decreased twice each fiscal year. The change must be received from the company agent in August for entry into the first payroll in September and/or in December for entry into the first payroll in January.

The Association and the District shall not be held liable for the selection of the 403B retirement account companies nor for errors in calculations made by respective insurance agents.

Section 7-10. LONGEVITY PAYMENTS

- A. Both ten-month (10) and twelve-month (12) employees shall receive annual longevity increments based on years of full-time unit member service with the District as of July 1 as follows:

<u>Twelve-Month (12) Employees</u>		<u>Ten-Month (10) Employees</u>	
20 years	\$400	20 years	\$350
15 years	\$300	15 years	\$265
10 years	\$200	10 years	\$185

- B. All unit members shall receive credit for one-half of all prior part-time secretarial service with the District in computing longevity entitlement.
- C. Longevity payments will be cumulative. All longevity payments will be paid in a lump sum at the end of each fiscal year.
- D. Unit members who terminate their employment during the year will receive a prorated longevity payment for the time actually served.
- E. Longevity payments to unit members will not be included in base salaries for purposes of computing percentage wage increases in future negotiations. However, such longevity payments will be included when determining the individual unit member’s retirement benefit.

Section 7-11. INSERVICE COURSE INCENTIVE AND TUITION REIMBURSEMENT

A one-time incentive payment of \$100 will be given for each ten (10) inservice credit hours successfully completed, provided all inservice courses are approved in advance by the Staff Development Coordinator. The Staff Development Coordinator must be furnished with a certificate of successful completion signed by the course instructor. One lump sum payment will be made annually for accumulated hours not previously paid.

Full-time and part-time employees will receive tuition reimbursement for prior approved job-related, successfully completed, college courses. The amount shall not exceed the amount equivalent to six (6) semester hours of undergraduate tuition at the current SUNY rate per unit member, per fiscal year. Part-time employees shall be eligible for a pro-rata share of the reimbursement based on hours of employment. Prior approval for reimbursement must be obtained from the Assistant Superintendent for Personnel and Labor Relations prior to the start of the course. Reimbursement will be made after evidence of completion of course work and the receipt of tuition is submitted to the Personnel Office.

**ARTICLE VIII
VACATION AND HOLIDAYS**

Section 8-1. VACATIONS

All vacation time is non-cumulative from one year to the next except under special circumstances; in such cases, however, carry-over will be limited to a maximum of five (5) days per fiscal year and shall be subject to the prior approval of the unit member's supervisor and the Assistant Superintendent for Personnel and Labor Relations. When a legal holiday falls within the vacation period, an additional day will be allowed.

A. Full-time 12-month employees are eligible for paid vacation time as follows:

1. Upon initial hire, twelve-month unit members will be credited with the prorated amount of vacation days up to a maximum of ten days. In the event that a unit member uses more than the number of paid vacation days which have actually been earned and subsequently terminates employment before earning the vacation days used, the District will deduct the excess vacation leave from the unit member's final pay, or will be otherwise required to reimburse the District.
2. Effective July 1, 2009 all current unit members, with the exception of Categories A, B, C, and D and those with the Civil Service title of Administrative Assistant, will have vacation days credited up front. The days that were earned from 2008-2009 will be banked at the 2008-2009 daily rate. Banked days may be used at a rate not to exceed five (5) bank days per year and will be paid at the daily rate in the year used. The unit member will designate on the leave form which days are bank days. At the end of six (6) years, banked vacation days not used will be lost. Should a member leave employment prior to the exhaustion of the bank days, remaining days in the bank will be paid out at the 2008-2009 daily rate.
3. After four (4) years' employment as of June 30, fifteen (15) days vacation will be allowed.
4. After eight (8) years' employment as of June 30, twenty (20) days vacation will be allowed.

B. Ten-month Employees

Ten-month employees of record as of July 1, 2001 who have less than six (6) years of service shall receive an annual salary adjustment equal to one week's pay using their hourly rate in effect on June 30, 2001.

Ten-month employees of record as of July 1, 2001 who have more than six years of service shall receive an annual salary adjustment equal to two week's pay using their hourly rate in effect on June 30, 2001.

A ten-month unit member transferring to a twelve-month position shall have the ten-month experience pro-rated for purposes of vacation, using the total number of full months previously worked as the numerator and twelve (12) months as the denominator in the proration calculation.

- C. Vacation Allotment for Categories A, B, C, and D and those unit members with the Civil Service title of Administrative Assistant

Full-time members will receive paid vacation using the following schedule: Twenty-four (24) days per school year with an additional day per year to a maximum of twenty-nine (29) days. A maximum of fifteen (15) days may be carried over to the next school year.

- D. All Unit Employees

Vacations may be taken any time during the year with the approval of the immediate supervisor and the Assistant Superintendent for Personnel and Labor Relations.

Section 8-2. HOLIDAYS

When a legal holiday falls on a weekend, the nearest working day will be allowed whenever possible. Unit members who work a regular schedule less than full-time shall be entitled to paid holidays listed below which fall within their work year. Holiday pay shall be computed on the basis of the regular number of hours the unit member is scheduled to work per day.

The District may designate the two annual floating holidays after seeking input from the Association President.

All twelve-month unit members receive fourteen (14) paid holidays as listed below. Ten-month unit members receive thirteen (13) paid holidays.

Independence Day	New Year's Day plus one float day
Labor Day	Martin Luther King, Jr. Day
Columbus Day	Presidents' Day
Veterans' Day	Good Friday
Thanksgiving Day plus the Friday following	Memorial Day
Christmas Day plus one float day	

Section 8-3. SCHOOLS CLOSED DUE TO WEATHER EMERGENCY

Whenever it is necessary to close school because of snow or other declared weather conditions, an announcement of that fact shall be made over radio as early as practicable. In the event of such a closing, unit members shall not be required to report to work. Unit members shall sustain no loss of pay or other benefits by reason of such a closing. A unit member requested to report to work by his supervisor may do so at his/her option and shall receive his/her regular hourly rate for the actual number of hours worked, with a minimum of four (4) hours call-in time, in addition to such unit member's regular day's pay. If such weather days must be made up by pupils

and teaching staff to meet education law requirements for instruction, clerical unit members shall also work with no extra compensation.

ARTICLE IX ABSENCES AND LEAVES

Section 9-1. PAID LEAVES

A. Types of Paid Leave

Sick leave, personal leave, bereavement leave, and jury duty shall be paid leaves of absence under the circumstances set forth below.

B. Compensation and Benefits While on Paid Leave

All paid leaves shall be compensated at the unit member's regular hourly rate of pay, exclusive of overtime, bonuses, and stipends, in effect at the time the leave is taken. A "day" shall be equal to the number of hours that the unit member is regularly scheduled to work. In no event shall a unit member be paid more than one day's pay for each day he/she is absent on a paid leave.

A unit member on a paid leave shall continue to be covered under District sponsored group insurance programs such as health insurance and term life insurance.

1. Personal Leave

- a. All regular full-time employees and regular part-time employees, working twenty (20) or more hours per week, will be allowed three (3) days' absence per year to conduct urgent personal matters which cannot be conducted outside of the regularly scheduled working hours.
- b. To be eligible for such paid personal leave, the unit member shall give his/her immediate supervisor notice of his/her intention to take this leave at least two (2) work days in advance of the day(s) he/she proposes to be absent. Such notice shall be on a form supplied by the District but shall not require an indication of the reason such unit member desires such leave. In cases of emergency, where for reasons beyond his/her control the unit member is unable to report for duty, the advance notice may be waived by the immediate supervisor. However, the unit member is expected to give the supervisor as much notice as possible.

Personal leave shall not be taken for shopping, recreational purposes, or other employment. Personal leave is not intended for use as additional vacation or recess days.

- c. Personal leave shall not be cumulative from year to year. Unused personal leave shall be added to the unit member's accumulated sick leave at the end of the school year.
- d. Additional personal days for any reason not covered elsewhere in this Agreement may be permitted with or without pay at the discretion of the Assistant Superintendent for Personnel and Labor Relations.
- e. Unit members who require an additional personal day may convert one sick day for use as a personal day.

2. Bereavement Leave

- a. Regular full-time and regular part-time employees who are scheduled to work twenty (20) hours or more a week are eligible for bereavement leave.
- b. Up to five (5) days' leave of absence shall be granted for death in the immediate family (spouse, children, mother, father, brothers, sisters, grandparents, grandchildren, aunts, uncles, and corresponding in-laws) and non-relatives who functioned in a similar capacity.
- c. Bereavement leave is not cumulative.
- d. Personal or vacation days shall be used for bereavement leave for others not specifically covered in the above paragraph, i.e., friends, colleagues, etc.
- e. When a bereavement situation occurs during the December, February, or April recess, the following will apply:

The amount of bereavement leave available to each unit member shall be determined by subtracting from the unit member's total allotted bereavement leave (5 days) the number of non-holiday weekdays (Monday to Friday) remaining after the date of death. The unit member may use the resulting number of bereavement days upon return to work.

- f. A unit member may be granted an additional day(s) at the sole discretion of the District.

3. Jury Duty

- a. When a unit member is called for grand jury or jury duty, the District will, upon presentation of proper proof, pay to the unit member his/her regular hourly wage less all jury duty fees received by the unit member for any time served which falls within the unit member's regularly scheduled work hours. Jury duty compensated by the District shall be limited to a period of time not to exceed ten (10) days annually.

However, if a unit member is serving on a grand jury or a jury panel for a trial which began within the said ten (10) day period but which extends beyond the ten (10) day limit, he/she will receive compensation for such additional time.

- b. To be eligible for the above benefit, the unit member must:
 - i) Immediately notify his/her supervisor on the next workday after receiving the summons and furnish the District with a copy of said summons.
 - ii) Report for work whenever his/her attendance as a juror is not required by the Court.
 - iii) Cooperate with the District by joining in a request for deferral of jury duty whenever, in the District's judgment, such deferral is necessary.
 - c. Salary payments for attendance at Court for other reasons shall be at the discretion of the District.
4. Sick Leave

Sick leave includes childbirth or pregnancy-related disability.

- a. All regular full-time and regular part-time employees are eligible for sick leave benefits.
- b. During the first year of employment, sick days will be determined on a monthly basis and shall be accumulated at the rate of one (1) day for each month worked. Thereafter the entire allotment of annual sick leave days, (12 for 12-month employees or 10 for 10-month employees) will be advanced to the employee each July 1; however the employee earns the days, one for each month worked. Upon resignation and/or retirement, sick days that were used but not earned will be repaid to the District by subtracting from wages owed or repayment. Sick days may be accumulated to a maximum of 210 days. Sick leave for regular part-time unit members shall be prorated to the number of hours such unit member is regularly scheduled to work.
- c. To be eligible for sick leave, a unit member who is unable to work because of unexpected illness or injury must notify his/her supervisor as far as possible in advance of the start of the workday of his/her inability to work.
- d. A unit member with advance knowledge of an impending medical or surgical procedure, including childbirth, which will require absence from work, shall notify his/her supervisor at least eight (8) weeks prior to the anticipated beginning of such absence or as soon as the unit member acquires such knowledge. Such notice shall include the anticipated duration of the absence and the expected return date to active employment.

- e. If sick leave exceeds ten (10) consecutive workdays, the District may require the unit member, as a condition of payment, to submit a physician's report certifying the disabling nature of the illness and the probable duration of disability. As a condition for continued payment thereafter, the District may require such a report at ten (10) day intervals. Upon return to work, the District may also require the unit member to be examined by a physician of the District's choice at District expense to determine the unit member's ability to perform his/her job duties.
- f. If a unit member has exhausted his/her paid sick leave and remains unable to return to work, he/she may apply for a convalescence leave in accordance with the provisions of Article IX, Section 3, Paragraph 1, of this Agreement.

5. Sick Leave Bank

The District and Association will establish a voluntary sick leave reserve to aid unit members who have suffered prolonged illness and who have exhausted their sick leave during an extended period of time.

- a. The reserve will be maintained with earned sick leave days voluntarily donated by unit members and an initial 50 day donation provided by the District upon start-up.
- b. Unit members may join at the start of each school year from September 1 through October 15 by contributing two (2) sick days to the bank. This is a one-time donation.
- c. Unit members with accumulated sick days in excess of two hundred ten (210) days may donate up to twelve (12) of the sick days they no longer accrue as of July 1.
- d. The donation is irrevocable and cannot be made to a specific unit member for his or her use and only unit members who have donated to the reserve may draw from the reserve.
- e. Should the reserve fall below fifty (50) sick days, each member, in order to maintain membership, will be required to contribute an additional day within thirty (30) calendar days of the request for the additional day.
- f. Unit members who are members of the sick leave bank will make withdrawals from the reserve after a qualification waiting period of twenty (20) working days based on the following criteria:
 - i) The unit member has a long-term illness, injury, or disability that is expected to incapacitate him or her for an extended period of time.
 - ii) The unit member has exhausted all of his or her accumulated sick time.

- iii) The unit member submits a written statement from his or her physician specifying the exact nature of the illness/injury, physical limitations, length of time of the expected absence, and expected return to work date.
- iv) The unit member submits a written request to withdraw days to the Assistant Superintendent for Personnel and Labor Relations.
- v) Sick days will be withdrawn in half-day or full-day increments only, beginning on the 21st day of absence.
- vi) Unit members are limited to a maximum of twenty (20) full days or forty (40) half-days in any school year.
- vii) Under extenuating circumstances, sick bank days may be applied retroactively in the event that accumulated sick days have been exhausted before the end of the waiting period.
- viii) Unit members may use sick bank days only one (1) time for the same medical incident which is defined as a time period when a medical condition occurs, which prevents a unit member from working and which ends upon the unit member's return to work.
- ix) Requests for use of sick bank reserve days will be reviewed and approved jointly by the Assistant Superintendent for Personnel and Labor Relations and the PAEOP President.
- x) Upon retirement, members may donate up to fifty (50) days to the sick bank.

Section 9-2. FAMILY LEAVE

Leave for childbirth, pregnancy-related disabilities, as well as other disabilities will be governed by all applicable State and Federal laws, including, but not limited to, the Family Medical Leave Act. FMLA should be applied for through the office of the Assistant Superintendent for Personnel and Labor Relations.

Section 9-3. UNPAID LEAVES

A. Types of Unpaid Leaves

Convalescent leave, general leave of absence, child-rearing leave, and short-term personal emergency leave shall be unpaid leaves of absence.

B. Definition and Benefits

An unpaid leave of absence is one during which the unit member shall not receive payment of wages/salary, longevity payments, holiday pay, sick days, health insurance, nor any other type of paid benefit or leave, nor shall the unit member accrue personal days, vacation, sick days, holiday pay, or seniority credit. Upon return to active employment

from an approved unpaid leave, the returning unit member shall be credited with the seniority entitlement and any accumulated unused sick leave days which existed when the unpaid leave began.

However, during any period of authorized unpaid leave of absence, a unit member may continue to be a member of any District sponsored group fringe benefit program at such unit member's sole cost and expense, including group health insurance, group term life insurance, and alternative health insurance plans except as otherwise provided by FMLA. Such unit members shall have sole responsibility for making payment of said premium in full directly to the Personnel Office prior to the dates due.

If the duration of such unpaid leave does not exceed one-half of a unit member's regularly scheduled work year, such unit member, upon return to regular employment status, shall be compensated at a salary level to which the unit member would have been entitled had he/she not taken unpaid leave.

1. Convalescence Leave

- a. The District, in its discretion, may grant an extended leave without pay for the purpose of convalescence to a unit member who has exhausted his accumulated sick leave.
- b. To be eligible to apply for such convalescence leave, the unit member shall furnish the District with a doctor's certificate verifying the nature of the illness and the anticipated duration of the disability, subject to the review by the District physician. The unit member shall file a request for convalescence leave before expiration of his/her sick leave benefits and as far in advance as possible.
- c. Approved convalescence leave shall not constitute a break in seniority.

2. General Leave

- a. All regular full-time and regular part-time employees working at least twenty (20) or more hours per week for at least ten (10) months per year are eligible to apply for general leave not to exceed twelve (12) months. Such leaves may be granted at the discretion of the District upon good reason given.
- b. Written application for general leave of absence shall be made to the Assistant Superintendent for Personnel and Labor Relations at least eight (8) weeks prior to the time the unit member wishes the leave to begin except in emergency situations. The application shall require the unit member to state the reason for which such leave is sought and shall specify the desired beginning date and expected return date from such leave.
- c. A unit member on general leave must notify the District whether or not he/she intends to return to work sixty (60) days prior to the anticipated return date. However, if such leave is to be less than sixty (60) days in duration, the unit member

shall be advised of the amount of prior notice required at the time said leave is granted.

Failure to comply with this notice requirement or failure to return on the designated return date shall be considered voluntary termination.

- d. Upon return to employment, the unit member will be returned to a position of equal hourly rate of pay. The District does not guarantee that a unit member returning from general leave will be reinstated to his/her same job upon return. It is understood that such return is subject to all applicable provisions of Civil Service Law and Rules.

3. Child-Rearing Leave

Child-rearing leave may be granted in accordance with the provisions of Section 2, "General Leave," of this Article.

4. Personal Emergency

Although unit members are expected to report for duty on the days and at the hours specified by the supervisor, if for any reason beyond the unit member's control the unit member is unable to report for duty, he/she is expected to give the supervisor as much advance notice as possible. No salary will be paid for time absent from the unit member's position in such circumstances unless the supervisor, subject to review by the Assistant Superintendent for Personnel and Labor Relations, excuses such absence.

ARTICLE X GRIEVANCE PROCEDURE

Section 10-1. DEFINITIONS

- A. **Grievance:** A grievance shall mean any complaint by a unit member or group of unit members regarding an alleged violation or misrepresentation of a specific provision of this Agreement, but shall not include any other matter which is otherwise reviewable by law. Discipline of unit members shall not be subject to the grievance procedure.
- B. **Chief Administrator:** Chief Administrator shall mean the Superintendent of Schools, acting Superintendent of Schools, or his/her designee.
- C. **Grievant or Aggrieved Person:** A "grievant" or "aggrieved person" shall mean any person or group of people in the bargaining unit who is/are personally aggrieved by the act complained of in the grievance. In the case where more than one person is involved, the Association may initiate the grievance on their behalf.

Section 10-2. BASIC PRINCIPLES

- A. A grievant shall have the right to present grievances in accordance with these procedures free from coercion, discrimination, or reprisal. Any individual shall also have the right to resolve any problem informally without recourse to this procedure.
- B. A grievant shall have the right to be represented at any stage of the procedures by another unit member of his own choosing. At Stage IV (Arbitration) the grievant shall have the right to be represented by counsel.
- C. All grievances shall be settled in accordance with the following grievance procedure and there shall be no strikes or cessation of work by the unit members in accordance with Section 210 of the Public Employees Fair Employment Act.
- D. Adherence to the time limit for filing a written grievance at Stage II shall be a condition precedent to the grievant's right to maintain a grievance. Time limits may be extended only by mutual written agreement. Failure of the grievant to adhere to such time limits shall result in dismissal of the grievance. Failure of the District to respond in a timely fashion shall permit grievant to take an appeal within the time limits applicable had the District rendered its decision on the last day under the applicable time limit.

Section 10-3. PROCEDURE

A. Stage I

- 1. Within fifteen (15) working days after the aggrieved person knew or should have known of the events giving rise to the alleged grievance, he/she and/or his/her chosen representative shall present the grievance orally to the unit member's immediate supervisor and attempt to informally resolve the matter.
- 2. The supervisor shall orally inform the grievant of his/her decision within five (5) working days after the grievance has been presented to him/her.
- 3. If the grievance is not resolved to the grievant's satisfaction through oral discussion, the grievant may proceed to Stage II.

B. Stage II

- 1. Within fifteen (15) working days of the supervisor's Stage I response, the grievant who wishes to pursue said grievance shall reduce the grievance to writing and submit a copy of same to the Assistant Superintendent for Personnel and Labor Relations. Every written grievance shall set forth in sufficient detail the following information:
 - a. The identity of the aggrieved person.
 - b. A statement describing the nature of the alleged grievance and the acts or occurrences giving rise to the alleged violation of the Agreement, including applicable dates and times.

- c. The specific article or provision in the Agreement under which the grievance is brought.
 - d. The identity of any person or persons involved in the events or who witnessed the event or has knowledge necessary to an adequate and proper investigation.
 - e. The redress sought by the aggrieved party.
2. Within fifteen (15) working days after receipt of the written grievance, the Assistant Superintendent for Personnel and Labor Relations shall render a decision thereon in writing and present it to the grievant.

C. Stage III

1. Within fifteen (15) working days after the written decision rendered at Stage II has been served upon the grievant either by (a) personally handing to the grievant, or (b) leaving the decision in the grievant's school mailbox, or (c) mailing the decision to the grievant at the mailing address specified on the grievance form, the grievant may request review of that decision by the Chief Administrator. If no decision is served by the Stage II decision-maker within the specified time limits, the grievance shall be deemed to have been denied.

The request for review shall be in writing and must be accompanied by a copy of the written grievance along with copies of all written replies and decisions rendered.

2. Within fifteen (15) working days after receipt of the written request for review, the Chief Administrator shall, if requested, establish a time and place for an informal hearing.
3. The Chief Administrator or his/her designee shall preside at such informal hearing at which time the parties may appear and present oral and written statements supplementing their position in the case.
4. The Chief Administrator or his/her designee shall render a final written decision to the grievant or his/her designated representative within twenty (20) working days after such informal hearing, or if no hearing is requested pursuant to subdivision 2, then a written decision shall be rendered within twenty (20) working days of receipt of the written request for review.
5. In the case of a grievance concerning Article V, Section 6, the hearing shall be conducted by the Chief Administrator. It is further understood that the parties may present and cross-examine witnesses. After receipt of the Chief Administrator's written decision and if the decision is not satisfactory to the grievant, the grievant or his/her representative may respond in writing to the Chief Administrator and the Board of Education.

D. Stage IV – Arbitration

1. If the decision of the Chief Administrator rendered pursuant to the procedure set forth in Stage III is not satisfactory to the grievant, the Association, with the consent of the grievant, may submit the grievance to arbitration by written notice to the Board of Education made within fifteen (15) working days after service of the Stage III decision. The filing of said notice of intent to arbitrate in a timely manner shall be a condition precedent to the right to arbitrate hereinafter provided.
2. Within five (5) working days after receipt of written notice of submission to arbitration, the Chief Administrator or his/her designee and the President of the Association will attempt to obtain a commitment from said arbitrator to serve.
3. If the Chief Administrator or his/her designee and the President of the Association are unable to agree upon an arbitrator, or obtain a commitment from him/her to serve within the specified period of time, a request for a list of arbitrators will be made to the American Arbitration Association. However, if the parties mutually agree, the request for a list of arbitrators may be submitted to PERB.
4. Each party reserves the right to reject one complete panel of arbitrators on each grievance. In selecting the arbitrator from the list submitted, each party shall alternately strike names until one name remains. That person shall then become the arbitrator.
5. The selected arbitrator will hear the matter promptly and will issue his/her decision to the Association and the Board of Education not later than thirty (30) calendar days from the date of the close of the hearing, or if written statements are submitted, then from the date established for submission of such written statements.
6. No transcript or tape recordings of an arbitration hearing shall be kept except upon mutual consent of the parties, and in such case, each party shall pay one-half of the cost of preparing such transcript or recording.
7. The arbitrator's decision shall be in writing and will set forth his/her findings of fact, reasons, and conclusions on the issue submitted. However, the arbitrator shall not submit observations or declarations of opinion which are not essential in reaching the decision.
8. The arbitrator shall have no power or authority to make a decision or award which:
 - a. Adds to, subtracts from, or modifies any provision of this Agreement or which requires the commission of any act prohibited by law or which is violative of the terms of this Agreement;
 - b. Limits or interferes in any way with the discretion, powers, and duties of the Board of Education or the Superintendent of Schools under Board of Education policy or applicable law;

- c. Orders the payment of damages of any kind whatsoever except payment of wages and other monetary benefits wrongfully withheld subsequent to the filing of the written grievance;
 - d. Orders any relief whatsoever if the award is made after the time limits prescribed herein and a party makes a timely objection to the delay pursuant to Section 7507 of the C.P.L.R.
9. The decision of the arbitrator shall be final and binding upon all parties.
10. The arbitrator shall hear only one grievance at a time.
11. The fees and expenses of the arbitrator and the cost of the hearing room shall be shared equally by the parties. All other expenses shall be borne by the party incurring them.

ARTICLE XI MANAGEMENT RIGHTS

The District retains the full right to manage its business and services and to direct the working force, including but not limited to the right to decide the number and location of its business and service operations, the business and service operations to be conducted and rendered, the methods, processes, and means used in operating its business and services, and the control of the buildings, real estate, machinery, parts, tools, materials, and all equipment which may be used in the operation of its business or in supplying its services; to promulgate rules and regulations for the conduct of unit members, and to maintain order and efficiency in all of its departments and operations, including the right to discipline, suspend, and discharge unit members; to hire, layoff, assign, transfer, and promote, including the sole right to determine the qualifications of unit members; to determine the starting and the quitting time and the number of hours to be worked, subject only to such regulations governing the exercise of these rights as are expressly provided in this Agreement.

The above rights of the District are not all inclusive, but indicate the type of matter or rights which belong to and are inherent to the District. Any and all rights, powers, and authority held by the District prior to entering this Agreement, including all common law management rights and prerogatives, are retained by the District except as expressly and specifically abridged, delegated, granted, or modified by a specific provision of this Agreement or by law.

By agreeing to inclusion of this management rights provision in the Agreement, it is understood that unit members have not waived any rights available to them under Section 75 of the New York Civil Service Law.

**ARTICLE XII
CHANGES AND DURATION**

Section 12-1. 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 therefore shall not become effective until the appropriate legislative body has given approval.

Section 12-2. SAVINGS CLAUSE

In the event that any provision of the Agreement is held to violate existing law by a court of competent jurisdiction, said provision shall not bind either of the parties, but the remainder of this Agreement shall continue in full force and effect as if the invalid or illegal provision had not been a part of this Agreement.

Section 12-3. COMPLETE AGREEMENT

This Agreement shall constitute the full and complete commitments between both parties and may be altered, changed, added to, deleted from, or modified only through the voluntary mutual consent of the parties in a written and signed amendment to this Agreement.

This Agreement shall supersede any rules, regulations, or practices of the Administration which shall be contrary to or inconsistent with its terms.

Section 12-4. DURATION

The provision of this Agreement shall be effective on and after July 1, 2009, except as otherwise provided herein or by a written amendment made and annexed hereto, and no provision shall have any retroactive effect unless specifically provided for in writing. This Agreement shall continue in full force and effect until midnight, June 30, 2012, and unless written notice is given at least by March 15, 2012, and not earlier than January 15, 2012, by either party requesting the change or termination of this Agreement, it shall continue in effect from year to year until such notice is given at least by March 15 and not earlier than January 15 of any subsequent year.

Signed this _____ day of _____, 2010

By _____
Darline O'Connor, President
PENFIELD ASSOCIATION OF EDUCATIONAL OFFICE PROFESSIONALS

By _____
John D. Carlevatti, Superintendent of Schools
PENFIELD CENTRAL SCHOOL DISTRICT

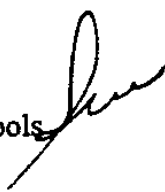
Attachment A



PENFIELD CENTRAL SCHOOLS

PO BOX 900, PENFIELD, NEW YORK 14526-0900
Dr. G. Susan Gray
Superintendent of Schools

(716) 249-5700
FAX (716) 248-8412

TO: Building Principals
FROM: G. Susan Gray
Superintendent of Schools 
SUBJECT: Sole Occupancy
DATE: July 3, 2001

The following language was agreed upon in the recent tentative agreement with the Penfield Association of Educational Secretaries:

“Please be sure to inform the appropriate custodial staff when a secretary is working alone in an area or building and have the custodian make arrangements directly with the secretary with regard to their security.”

I appreciate your adherence to this matter.

Pc: District Office Administrators