

AGREEMENT

BETWEEN

THE ADMINISTRATIVE SECRETARIAL ASSOCIATION

AND

THE SUPERINTENDENT OF SCHOOLS

OF THE

VESTAL CENTRAL SCHOOL DISTRICT

July 1, 2021 – June 30, 2024

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PUBLIC EMPLOYEES FAIR EMPLOYMENT LAW  
Article 14 of the Civil Service Law

S 204a. Agreements between public employees and employee organizations

1. Any written agreement between a public employer and an employee organization determining the terms and conditions of employment of public employees shall contain the following notice in type not smaller than the largest type used elsewhere in such agreement.

"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."

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AGREEMENT this 1<sup>st</sup> day of July, 2021, by and between the SUPERINTENDENT OF THE VESTAL CENTRAL SCHOOL DISTRICT, hereinafter referred to as "School" and the ADMINISTRATIVE SECRETARIAL ASSOCIATION, hereinafter referred to as "ASA."

WHEREAS, the School has granted recognition to ASA as the exclusive bargaining representative of the unit referred to in the School Resolution 9.7.3.5-3 as the Administrative Secretarial Unit by resolution amended July 28, 1982; as follows: Secretaries to the Superintendent of Schools, the Assistant Superintendent for Instruction, the Assistant Superintendent for Finance, Operations and Personnel, the Director of Special Services, and the School Business Executive; and

WHEREAS, the parties have come into collective negotiations pertaining to the terms and conditions of employment of the employees in said Unit; and

WHEREAS, the parties have come into agreement pertaining to said terms and conditions of employment, and desire to enter into a written agreement pertaining to same;

NOW, THEREFORE, it is agreed between School and ASA that the terms and conditions of employment that the parties have agreed upon are as follows:

**I. APPOINTMENT**

Appointments to permanent positions in the nonteaching staff are made by official action of the Board of Education. Appointees shall be notified of such action in writing. Employment in a temporary position or on an hourly basis will be effected by administrative action.

Staff members shall be given the opportunity to request promotion or transfer to fill vacancies before non-staff persons are considered for appointment to such vacancies. The administration will consider past performance, qualifications and seniority of the employee requesting transfer or promotion before a determination is rendered. The final decision regarding appointments shall rest with the Superintendent. Notice of all new positions and vacancies shall be posted on employee bulletin boards of each building at least two weeks prior to the date it is to be filled. The position of an employee on authorized leave shall not be considered as a vacant position. Each

applicant for full-time promotional positions will be notified in writing on the disposition of the employee's application.

## II. **CONDITIONS OF EMPLOYMENT**

A. "Full-time employees" have work periods in the various classes as follows:

	<u>DAY</u>	<u>WEEK</u>	<u>YEAR</u>
Clerical	7½ hours	37½ hours	12 months

B. "Part-time employees" shall work on an hourly basis as established by the school calendar and administrative directive, and on a prorated salary basis.

C. It is recognized that future circumstances may make it desirable to employ personnel on a regular basis for a work period of less duration than that normally established for an employee class. If such employment takes place, the benefits provided for by this agreement will be applied by the Administration on a prorated basis in each case.

D. Employees will be permitted to hold outside employment, provided such work does not interfere with assigned school duties.

## III. **OVERTIME WORK**

### A. Overtime

Overtime work is any period of service performed by an employee in excess of the normal work week (37.5 hours per week for full-time).

The rate of pay for overtime work will be 1½ times the employee's normal pay rate. The rate of pay for overtime work required on Sundays and holidays identified in the school district calendar will be 2 times the employee's normal pay rate.

Overtime work will be approved by the immediate supervisor, prior to the event, and recorded and signed by the supervisor.

When employees have worked for four or more hours beyond their regularly scheduled work day, they will be entitled to a paid fifteen minute recess.

### B. Compensatory Time

An employee may, with agreement of his/her supervisor, elect to receive compensatory time rather than regular salary or overtime for the extra time worked during a work week. If the compensatory time is overtime, then it is earned at time plus one-half.

The employee and supervisor will account for all compensatory time earned, the rate, and when it was taken. Requests by the employee to use the accrued compensatory time must go to the immediate supervisor for approval.

Use of the accrued compensatory time must be permitted within a "reasonable period" after the request has been made. Employees will not be allowed to carry accrued compensatory time beyond June 15<sup>th</sup> of any year unless specific

arrangements are agreed to by the supervisor and the employee for the use of the time by June 30<sup>th</sup>. If accrued compensatory time still remains at that time, the District will pay the employee at the rate the time was earned (straight or overtime). Employees who resign or retire and have accrued compensatory time will be paid at the rate the time was earned.

C. Flexible Time

Flexible or Flex Time is defined as a temporary adjustment in an employee's daily or weekly work schedule. This can be done by starting and ending the day either earlier or later and/or by starting the work week either earlier or later.

Any employee wishing to have such a change must seek approval of his/her supervisor. Any such arrangement must be mutually agreed to between the supervisor and employee.

IV. **EMERGENCY WORK**

Emergency work is any work assignment which an employee is required to report unexpectedly and is outside of the employee's normal schedule. For instance, if an employee is unexpectedly called in by their immediate supervisor, to perform work outside of their normal schedule, the employee would be entitled to emergency work compensation. For circumstances where employees have previously arranged with their immediate supervisor to report outside of their regular schedule, or if the immediate supervisor requires the employee to work beyond their regular schedule, Overtime compensation shall apply.

The rate of pay for emergency work will be 1½ times the normal pay rate. The rate of pay for emergency work required on Sundays and holidays identified in the school district calendar will be 2 times the employee's normal pay rate.

The minimum compensation for any emergency work assignment will be payment for three hours of service at the emergency work rate.

V. **RESPONSIBILITIES**

Work requirements and duties shall be assigned by each employee's immediate supervisor. Assignments shall be made in accordance with the employee's job title.

Ethical conduct, high moral standards and good judgment are expected of all school employees. Under no circumstances may an employee sub-contract duties to another person, or use the employee's position as an influence for commercial advantage.

VI. **SICK LEAVE**

Sick leave, without loss of pay, shall be granted to full-time twelve-month employees at a rate of one day per completed month of service, cumulative to 225 days.

Sick leave, without loss of pay, shall be granted to full-time eleven-month employees at the rate of one day per completed month of service, cumulative to 166 days.

Sick leave, without loss of pay, shall be granted to full-time ten-month employees at the rate of one day per completed month of service, cumulative to 156 days.

Sick leave is intended for use by the employee in the event of personal illness and doctor appointments. The Administration may request a doctor's statement to substantiate proof of illness after two days of sick leave by an employee. This clause does not exempt the employee from having to provide proof of illness for any days taken for sick leave if the Administration determines that such leave has been abused. Sick leave days may be taken at ½ day intervals.

Each employee will receive notice of the employee's accumulated sick leave at the end of each school year.

## VII. **SICK LEAVE BANK**

A sick leave bank, to be administered by a joint committee, shall be established and maintained by the parties. The bank is established by each member of the ASA contributing two sick days and the District contributing 200 days.

If at any time, the bank is exhausted, each unit member shall be required to contribute one additional day to maintain the sick leave bank. The District will contribute an additional 200 days.

A member shall be entitled to use the sick leave bank if:

1. All accumulated sick leave days have been exhausted
2. Appropriate evidence is presented for need, and
3. Approval by the committee is obtained.

A joint committee shall administer the bank and review and determine which requests for use of the bank shall be approved. This committee shall consist of the Superintendent or designee of the Superintendent, the Association President or designee of the President, and the immediate supervisor of the requesting employee. The decision of this committee is non-grievable.

Unit members who borrow days from the bank will be required to repay them to the bank. At the end of each school year, they will be required to repay the equivalent of one-half (½) of the remaining days from the newly credited days for that year. Such payments will continue until the debt is repaid or the unit member leaves the district, at which time the debt will be forgiven.

Members who leave due to retirement and have not utilized the sick bank during their employment will have any donated days returned to them and counted into retirement benefits.

## VIII. **FAMILY ILLNESS LEAVE**

Full-time twelve-month employees shall be granted leave, without loss of pay, because of illness in the immediate family, at the rate of five (5) days per year, cumulative to ten (10) days.

Immediate family includes the spouse, children and parents of the employee. Further included are parents of the employee's spouse, step-children, step-parents and any individual that lives who lives in the employee's household.

An employee may request the use of family illness leave for an individual with whom the employee has had a long close personal relationship. The determinations under this paragraph shall be made by the Superintendent of Schools and shall not be subject to the grievance procedure.

Satisfactory proof of family illness will be presented to the Administration upon request.

Full-time eleven or ten-month employees will have the family illness benefit appropriately pro-rated.

Should any member of the bargaining unit use all of the available family illness days of the preceding paragraphs and have additional family illness, they may apply for additional days from the Superintendent. The Superintendent may grant more family illness days which would be chargeable to the employee's accumulated sick leave. The Superintendent may ask for medical verification of the family illness. This paragraph is not subject to the grievance procedures established pursuant to this contract.

**IX. ABSENCE FOR LEGAL COMMITMENTS & TRANSACTIONS/PERSONAL DAYS**

A noncumulative leave allowance of four (4) days per year shall be available to full-time employees. Leave for part-time employees will be pro-rated.

Two (2) days leave allowance for Legal Commitments and Transactions may be used by full-time employees to transact commercial or court business. The term "Commercial" refers to a matter which cannot be performed at any other time, and which pertains to financial or business matters of the employee involved.

Two (2) days leave allowance for pressing personal business.

Supervisory approval is necessary for all leaves under this article and shall be requested at least twenty-four hours in advance. In an emergency situation, the 24-hour advance notice may be waived, but the reason for such must be submitted to the supervisor in writing within 24 hours after taking such leave. If the two (2) days leave for pressing personal business are not used, they will be added to the accumulated sick leave, provided the maximum number of days allowed for accumulation has not been reached.

Such leave may be taken in segments of one-half day.

**X. MILITARY LEAVE**

An employee, who enters military service, by draft or enlistment, shall be granted a leave of absence for that purpose with compensation consistent with applicable law. At the conclusion of such leave of absence, the employee shall be reinstated in accordance with the applicable provisions of Section 242-243 of the Military Law, and any other applicable laws then effective.

**XI. PERSONAL LEAVE**

The Superintendent of Schools may recommend to the Board of Education that a leave of absence without pay, not to exceed one year, be granted to a full-time employee upon receipt of a written notification for reasons of health, personal

hardship or child rearing, exclusive of family relocation or new employment. Salary increments, retirement credit, and similar cumulative benefits will not be earned by an employee on such a leave of absence.

The Superintendent may recommend to the Board of Education that a leave of absence without pay be granted for reasons other than those listed above. Other conditions specified in the preceding paragraph shall apply.

**XII. SHORT-TERM LEAVES**

An unpaid short term leave, not to exceed five (5) days per year, may be granted by the Administration upon written request. In unique circumstances unpaid short term leave may be extended beyond the five days to ten days. Such extensions will be requested in writing and approved or denied by the Superintendent, whose decision shall not be subject to appeal. No portion of this leave section is subject to the grievance procedure.

**XIII. JURY DUTY**

School employees are urged to fulfill their civil obligations in cases of jury duty.

An employee called for jury duty will receive the difference between the employee's regular straight time pay and jury duty pay after the employee has furnished the District with a slip from the Jury Commission showing the number of days the employee has served on the jury and the amount the employee has been paid.

No maximum limit is set in cases of jury duty.

**XIV. BEREAVEMENT**

Absences without penalty will be available to employees in case of death in the immediate family in the amount of up to four (4) days per event.

For bereavement and funeral leave, the immediate family is defined as the spouse, child, parent, parent-in-law, son or daughter-in-law, step-parent, step-child, grandparent, grandchild, brother or sister, brother or sister-in-law, or any individual who lives in the employee's household. Satisfactory proof of bereavement will be submitted to Administration upon request.

Funeral leave of one (1) day may be granted upon written request by the employee to the Superintendent of Schools, or designee, for deaths outside the immediate family. The Superintendent's, or designee's, decision is final and shall not be subject to appeal or the grievance procedure defined under Article XXIII of this collective bargaining agreement.

**XV. SALARY SCHEDULES**

Employees shall be paid as follows:

Increases

2021-22 Each employee shall receive an increase in their 2021-22 base salary of 3.3%.

2022-23 Each employee shall receive an increase in their 2022-23 base salary of 3%.

2023-24 Each employee shall receive an increase in their 2023-24 base salary of 3%.

Entry Levels: Increased by 1.5% for each year as detailed below.

	<u>2021-22</u>	<u>2022-23</u>	<u>2023-24</u>
<i>Typist</i>	\$28,944	\$29,378	\$29,819
<i>Senior Typist</i>	\$30,866	\$31,329	\$31,799
<i>Payroll/ Personnel Coordinator</i>	\$38,000	\$38,570	\$39,149

The Superintendent shall have the right to determine actual entry level salary, so long as no new hire is paid at a level equal to or higher than a current employee with equal experience.

Employees receiving promotions shall have added to their salary the difference between the entry levels of the employee's present position and the higher classified position.

When an employee is assigned the work of an absent employee holding a higher job classification, the individual will be paid the higher rate designated for that classification. The higher rate will become effective on the sixth day of the assignment to the higher job classification.

#### Post-Secondary Education Adjustment

Post-secondary education adjustments shall be implemented in accordance with the schedule below and shall become part of the base salary on the July 1<sup>st</sup> which follows the date the employee completes approved course work in accordance with Article XXVIII. The benefit shall also be available to new staff upon proof of completed post-secondary education course work verified by an official transcript from an accredited college or university and meeting the criteria stated in XXVIII. Adjustments shall only be added to a salary once.

#### Schedule of Adjustments

Completion of first block of 15 Hours	\$100
Completion of second block of 15 Hours	\$100
Completion of third block of 15 hours	\$100
Completion of fourth block of 15 hours	\$100
Completion of an Associate degree	\$100
Completion of a Bachelor degree	\$200

#### XVI. **VACATIONS**

Full-time, twelve-month employees will earn vacation as follows, with a 5 day allowance to be carried over from one school year to the next.

Those who have completed 1 through 5 years as of June 30 - 10 days  
 Those who have completed 6 through 10 years as of June 30 - 15 days  
 Those who have completed 11 through 15 years as of June 30 - 20 days  
 Those who have completed 16 through 24 years as of June 30 - 25 days  
 Those who have completed 25 full years, plus, as of June 30 - 30 days

Full-time, eleven-month employees will earn vacation as follows:

Those who have completed 1 through 5 years as of June 30 - 9 days  
 Those who have completed 6 through 10 years as of June 30 - 14 days  
 Those who have completed 11 through 15 years as of June 30 - 18.5 days  
 Those who have completed 16 through 24 years as of June 30 - 23 days  
 Those who have completed 25 full years, plus, as of June 30 - 28 days

Six FULL years must be completed as of June 30 before an employee is eligible for fifteen days of vacation.

Eleven FULL years must be completed as of June 30 before an employee is eligible for twenty days of vacation.

Sixteen FULL years must be completed as of June 30 before an employee is eligible for twenty-five days of vacation.

Twenty-five FULL years must be completed as of June 30 before an employee is eligible for thirty days of vacation.

When an employee reaches his/her sixth (6th), eleventh (11th), sixteenth (16th) or twenty-fifth (25th) anniversary date, he/she will receive a prorated number of vacation days for that fiscal year based upon the number of months from his/her anniversary date until the end of the fiscal year.

If the anniversary date is in:

	<u>Twelve Month</u> Amount	<u>Eleven Month</u> Prorated Amount
July or August	5 days	4½ days
September or October	4 days	3½ days
November or December	3 days	2½ days
January or February	2 days	1½ days
March or April	1 day	½ day

If a full-time twelve-month employee has worked for less than one full year, the employee shall earn one day of vacation for each completed month of service, to a maximum allowance of ten days.

Part-time permanent employees will earn vacation on a pro-rated basis, dependent on hours worked.

Vacations will be requested by the employee on the appropriate form through the employee's supervisor. Such vacation requests are subject to Administrative approval. Once approved, the immediate supervisor will notify the employee, so that the employee may make vacation plans. Vacation days can be carried over from one school year to the next in an amount up to five (5) days. In special circumstances,

additional days may be carried over with the approval of the supervisor and this will be non-grievable.

Unused vacation days, in excess of five (5) may be paid as a cash disbursement, up to a maximum of five (5). Rate of pay shall be in the amount of \$100 per day, and disbursement shall require advanced approval by the Superintendent or designee.

**XVII. HOLIDAYS**

Holidays shall be determined by school calendar adopted by the Board of Education. A minimum of thirteen holidays will be scheduled. Full-time employees will receive holiday benefits without loss of pay.

**XVIII. INSURANCE**

**A. Health Insurance**

The district may, at its discretion, change the method of administration, as well as the carrier, as long as benefits currently provided are continued.

Option 1: Current Health Plan – Eligible employees, according to the requirements of the group plan, shall have the option of participating in the present Health Insurance program or its equivalent. The employee shall pay the following amounts towards the annual premium of the health insurance plan in place in 2021-2024 school years or its equivalent.

Year	2021-22 (10%)	2022-23 (10%)	2023-24 (10%)
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The Board of Education shall pay the remaining amount of the annual premium of the health insurance plan in place in 2021-24 school years or its equivalent and then remit the full premium to the appropriate paying agency.

The employee pharmacy co-pay for the prescription drug rider shall be in accordance with the schedule below.

Generic/Brand by Year	2021-22	2022-23	2023-24
Co-pays	\$5/\$10/\$27	\$5/\$10/\$27	\$5/\$10/\$27

The Major Medical deductible shall be:

MM Deductible by Year	2021-22	2022-23	2023-24
Individual/Family	\$100/\$300	\$100/\$300	\$100/\$300

Option 2: PPO Plan H – A bargaining unit member who qualifies for health insurance may choose the PPO Plan H instead of the Current Health Plan. The employees' premium contributions would be the same percentage as those which apply to the Current Health Plan. The prescription co-pays, as well as all other applicable co-pays, co-insurances and deductibles shall be equal to those defined in the PPO Plan H.

Option3: \$1000 aka: "Buy-out" - A bargaining unit member who qualifies for health insurance may choose an alternative. The alternative would be one thousand dollars (\$1,000) which would be paid in the following manner:

December \$500      June \$500

Individuals choosing this alternative may re-enroll in the health insurance plan on the first day of any month. Benefits will become effective on the first day of the month that follows the re-enrollment date.

If an individual re-enters the health insurance plan, the one thousand dollar (\$1,000) alternative will be prorated. The monthly prorated amount is eighty-three dollars and thirty-three cents (\$83.33). Changes during the year shall be in accordance with IRS guidelines for Section 125 cafeteria plans.

NOTE: Any employee eligible for participation in the health insurance plan shall be limited to one of the preceding three options at any one time; that is, the eligible employee may select from the Current Health Insurance Plan, the PPO Plan H, or the \$1000 payment. At no time may an employee participate in more than one of the options at a time. Any employee wishing to change the selection made from among the three options must do so in accordance with the legally applicable guidelines and regulations.

#### B. Dental Insurance

The District will make available Dental Plan A to eligible employees. Dental Plan A will be the only plan available to eligible members of the bargaining unit. The premium paid by the District for the dental plan, whether for individual or dependent coverage, shall be equal to the premium charge for the Vestal Central Schools Dental Assistance Plan – PLAN ONE (1). Employees choosing to participate in the plan will be responsible for paying the difference between the premium for Plan A and the premium for Plan One (1).

If a committee is established to study the health and/or dental insurance program, the ASA will be allowed to have representation on the committee.

#### C. Worker's Compensation

An employee who files and becomes eligible for Worker's Compensation will receive a regular salary for the first twenty-two (22) paid days of absence from work.

#### D. Section 125 Cafeteria Plan/Flexible Benefits Program

1. The District will pay the one-time set-up fee which covers the cost of preparing a plan document and related expenses incurred by the Plan Administrator in setting up the plan.
2. Bargaining unit members participating in a Medical Care Reimbursement Account or a Dependent Care Reimbursement Account will pay the monthly administrative fee for these accounts.
3. Bargaining unit members participating in a Medical Care Reimbursement Account will be permitted to redirect up to the current IRS limit, as of July 1 for each fiscal year, into said account during a given plan year.

#### E. Retiree Health Insurance

1. Eligibility:
  - A unit member covered by the terms of this collective bargaining agreement shall become eligible for benefits as a retiree if he/she meets the following criteria:

- Completion of ten (10) consecutive years of service in the VCSD immediately prior to retirement and has not been terminated as an employee, by the District. The ten (10) consecutive years of service immediately preceding retirement must have been in a position where the employee was eligible to receive full health insurance benefits.
- The employee is eligible to a service retirement benefit (pension), under the criteria established by the Employees' Retirement System (ERS).
- Declines subsequent employment with any other employer which provides a pension through ERS and offers health insurance coverage as a term of his/her subsequent employment. That is, if a unit member were to resign for the purpose of retirement and subsequently accept other employment which offers health insurance and a pension through ERS, the former unit member would be deemed to be ineligible for this benefit.
- Continues to collect his/her ERS pension and does not suspend his/her pension and reactivate membership in the retirement system.
- An eligible retiree who chooses to delay participation in one of the District health insurance plans is entitled to enroll in a plan at a later date. A retiree who has left a district plan is entitled to re-enroll in a district offered plan. Retirees shall pay the contribution rates in place at the time of their retirement.

## 2. Contribution Rates

- Fifty-five percent (55%) of the then current annual premium of the individual health plan chosen by the retiree from District plans in place of their equivalent will be paid by the District.
- Forty percent (40%) of the then current annual premium of the family health plan chosen by the retiree from District plans in place or their equivalent will be paid by the District.

## **XIX. PENSION**

The New York State Employee's Retirement System Noncontributory Plan 75-i will be provided.

Option 60-B of the New York State Employee's Retirement System will be provided for eligible employees. Option 41-j (application of unused sick leave as additional service credit upon retirement) will be provided.

## **XX. JOB SECURITY**

Competitive employees are covered by Civil Service Law.

## **XXI. PERSONNEL FILES**

Employees have the right upon reasonable notice to inspect their personnel files and to discuss the contents of these files with their supervisor. An employee has the right to be accompanied by an ASA representative if desired.

## **XXII. ADMINISTRATIVE SECRETARIAL COMMITTEE**

There is an Administrative Secretarial Committee which will meet regularly to discuss problems that arise concerning employment with the District.

## XXIII. GRIEVANCE

### A. Purpose

It is the desired objective of the parties to encourage the prompt and informal resolution of employee complaints in relation to the provisions of this Agreement as they arise, and to provide recourse to orderly procedure for the satisfaction of such grievances.

### B. Definitions

1. Grievance, as used in the Agreement, is limited to a complaint or request of an employee which involves the interpretation or application of, or compliance with, the provisions of this Agreement.
2. "Days" shall mean work days as designated on the current calendar.
3. "Supervisor" shall mean Program Supervisor, Building Principal and Directors, whichever the case may be.

### C. Grievance Procedure

The employee must state the provision of the Agreement which is the subject of the grievance at all levels of the procedure.

#### Level 1 - Information Meeting

A grievance will be discussed with the aggrieved person's supervisor, with the objective of resolving the matter informally, at which time the aggrieved person may:

1. Discuss the grievance personally, or
2. Request the Association representative to accompany the employee, or
3. Request the Association representative to act in the employee's behalf.

Failure to present a grievance within fifteen (15) days after the occurrence of the claimed grievable event or of the aggrieved person's first knowledge of that event shall result in a waiver of all rights involved.

Ten days after the presentation of the grievance to the Supervisor, the Supervisor shall make a decision and communicate the decision and reasons therefore in writing to the employee presenting the grievance, to the Association, and to the Superintendent of Schools.

#### Level 2 - Superintendent's Review

If the aggrieved employee is not satisfied with the decision arrived at under Level 1, the employee may within five (5) days file with the Clerk of the District an appeal in writing on forms supplied by the District requesting the Superintendent to review the matter. Such appeal shall include, among other things, a summary of the grievance and a statement of why the determination of Level 1 was unsatisfactory.

The Superintendent or the Superintendent's designee shall meet with the employee and the employee's representative (if the employee desires a representative) at a time and place designated by the Superintendent within ten (10) days after the presentation of the appropriate appeal documents to the Clerk's office. Such meeting shall be an attempt to resolve the grievance.

Within ten (10) days after such a meeting or meetings, the Superintendent or Superintendent's designee shall make a decision in writing setting forth the conclusion with respect to the grievance, and setting forth the reasons for such conclusions. A copy of such decision shall be given to the employee, the Association and the Clerk of the District.

### Level 3 - Arbitration

If the aggrieved employee is not satisfied with the disposition of the employee's grievance at Level 2, the employee may within ten (10) days file with the Clerk of the District an appeal in writing, on forms supplied by the District, requesting the employee's grievance be submitted to arbitration. Such request shall include, among other things, a summary of the grievance and a statement of why the determination on Level 2 was unsatisfactory.

The Clerk of the District shall, within five (5) days after receipt of the appeal, request a list of arbiters from the American Arbitration Association. The parties will then be bound by the rules and proceedings of the American Arbitration Association in the selection of an arbiter.

The arbiter will have authority to hold hearings and make procedural rules. The aggrieved employee, the Association and the Superintendent shall have standing to be heard at such hearings. Any of the persons having standing, as well as the arbiter, may request a written transcript of such hearings. The arbiter may request and obtain from the various parties all pertinent information not privileged by law, in their possession and control, and which is relevant to the issues raised by the grievance.

All hearings held shall be closed sessions and no news releases shall be made concerning the progress of the hearings.

The arbiter's report shall be submitted in writing to the Board, the employee, and the Association, and shall set forth findings of fact, reasoning, conclusions, and decision on the issues submitted.

The arbiter shall have no power or authority to make any decisions which require the commission of an act prohibited by law or pertaining to permanent appointment or which shall be violative of the terms of this Agreement. The decision of the arbiter shall be final and binding upon all parties.

The expenses of the arbitration, including the arbiter's fees, expenses, a transcript of the hearings, except for filing fee, shall be shared equally by the Association and the Board, if the Association signed the appeal to Level 3. If the Association did not sign the appeal to Level 3, the expenses shall be shared equally by the Board and the aggrieved person.

#### **XXIV. TAX-SHELTERED ANNUITIES**

Members of the Administrative Secretarial Association will be eligible to participate in a "tax-sheltered" annuities plan established pursuant to United States Public Law No. 87-370.

#### **XXV. SPECIAL PROVISIONS**

Employees will not lose salary schedule experience credit if they are returned to work following a year's absence due to a district contingency budget.

#### **XXVI. LONGEVITY AWARD/CAREER INCREMENT**

A career increment of \$2000, notwithstanding any previously awarded career increments, will be implemented July 1<sup>st</sup> following the unit member's fifth year anniversary date. This amount shall become part of the base salary.

#### **XXVII. PAYMENT FOR COLLEGE CREDITS**

Unit members shall be compensated by a single lump sum at the rate of \$40.00 for each semester credit hour of course work taken at an accredited college or university. Payment shall only be made when all of the following occur:

1. the course is job-related
2. the course is approved in advance by the Superintendent
3. the course is successfully completed as indicated by the submission of official transcripts, and
4. payment cannot exceed the total cost of the course

The lump sum payment shall be granted on or about June 1<sup>st</sup> each year.

A sum of \$500 shall be made available for these awards.

#### **XXVIII. MISCELLANEOUS PROVISIONS**

- A. This Agreement shall supersede any rules, regulations or practices of the Board, which shall be contrary to or inconsistent with its terms. The provisions of this Agreement shall be incorporated into, and be considered part of, the established policies of the Board.
- B. If any provisions of this Agreement are, or shall at any time be, contrary to law, then such provisions shall not be applicable or performed or enforced, except to the extent permitted by law.
- C. In the event that any provision of this Agreement is, or shall at any time be, contrary to law, all other provisions of the Agreement shall continue in effect.
- D. The parties agree that all negotiable items presented at the table have been discussed during the negotiations leading to this Agreement. The parties, therefore, agree that negotiations will not be reopened on any item contained herein or not, during the life of this Agreement.

E. Copies of this Agreement will be made available to all ASA personnel.

**XII. STATUTORY NOTICE**

In accordance with Section 204-a of the Civil Service Law, the following provision is inserted:

IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISIONS OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OR LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFORE, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

**XXX. EARLY NOTIFICATION BENEFIT**

An Early Notification Benefit (ENB) shall be instituted which shall provide specified payment to eligible employees.

Criteria for ENB:

1. An employee, to become eligible, must notify the District in writing at least six (6) months prior to the date of resignation for the purpose of retirement;
2. The employee shall have a minimum of fifteen (15) years of service with the Vestal Central School District.
3. The employee must be eligible for a service retirement benefit from the Employees' Retirement System (ERS), without penalty or diminishment, during the term of this agreement.

Upon the expiration of this agreement (June 30, 2024), the first paragraph of Article XXX, 3. shall be deleted and replaced with the following:

*The employee must retire no later than July 1 following the date the employee is eligible to receive a retirement benefit from the NYSLRS without penalty.*

The District shall provide payment of the Early Notification Benefit to the eligible employee's non-elective 403b plan based on the following schedule:

Eligible full-time employees - \$17,500 for Sr. Typists and \$16,500 for Typists.

Eligible part-time salaried employees shall receive a prorated benefit based upon the percentage of full time equivalency (FTE); the FTE shall be set as the employee's FTE status during the last full fiscal year of employment.

Payment shall be made to the employee's non-elective 403b plan in the September following the employee's effective date of retirement, but no later than the December 31 following the effective date of retirement.

**XXXI. DURATION**

This Agreement and each of its provisions shall be effective as of July 1, 2021, and shall continue in full force and effect through June 30, 2024.

IN WITNESS WHEREOF, the Superintendent of the Vestal Central School District has placed his hand and seal and the Administrative Secretarial Association has caused these presents to be signed by its duly authorized officer after ratification of this Agreement by its membership on October 26, 2021.

VESTAL CENTRAL SCHOOL DISTRICT

BY Jeffrey J. Ahearn DATE 11/8/22  
Jeffrey J. Ahearn  
Superintendent of Schools

ADMINISTRATIVE SECRETARIAL ASSOCIATION

BY Dylan Ruffo DATE 11/8/2022  
Dylan Ruffo  
President

Resolution of the Board of Education of Vestal Central School District implementing subject Agreement where needed and providing the necessary funds therefore was passed on November 16, 2021.

Michelle Lewis DATE 11/8/22  
Michelle Lewis  
District Clerk

SEAL