

AGREEMENT

Between The

**SUPERINTENDENT OF SCHOOLS
Of The
VESTAL CENTRAL SCHOOL DISTRICT**

And The

VESTAL EMPLOYEES' ASSOCIATION

July 1, 2019 to June 30, 2025

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This AGREEMENT is between the SUPERINTENDENT of the VESTAL CENTRAL SCHOOL DISTRICT, herein after referred to as "DISTRICT" and the VESTAL EMPLOYEES' ASSOCIATION, hereinafter referred to as "VEA".

Now, therefore, it is agreed between the DISTRICT and the VEA that the terms and conditions of employment that the parties have agreed upon are as follows:

RECOGNITION

The Vestal Central School District recognizes the VESTAL EMPLOYEES' ASSOCIATION / NYSUT/NEA-AFT, pursuant to the terms of recognition issued on January 23, 1968, as amended, as the exclusive representative for collective negotiations with respect to terms and conditions of employment for the employees in the bargaining unit as defined in Board Bylaw 1600.

ARTICLE I – APPOINTMENT

Appointees shall be notified of appointments in writing.

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. If past performance and qualifications are equal, seniority will prevail.

Notice of all new positions and vacancies shall be posted on an employee bulletin board of each building at least ten (10) calendar days (the number of days may be reduced by mutual consent between the parties) prior to the date it is to be filled. All postings for positions and vacancies may contain minimum qualifications that applicants must have or meet in order to be considered for the position. 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 his/her request.

ARTICLE II – CONDITIONS OF EMPLOYMENT

Employees have work periods in the various classes as follows:

<u>Employee Class</u>	<u>Day</u>	<u>Week</u>	<u>Year</u>
<u>Buildings and Grounds:</u> Cleaner, Custodian, Groundskeeper, Building Maintenance Worker, Produc- tion Assistant	8 hours	40 hours	12 months
<u>Annualized Transportation:</u> Automotive Mechanic, School Bus Route Coordinator	8 hrs.	40 hrs.	12 months
<u>Annualized Food Service:</u> Assistant Cook, Cook, Cook Manager	4-8 hrs.	20-40 hrs.	10 months*
<u>Clerical:</u> Part-Time Typist Clerk, Typist, Sr. Typist Stores Clerk, Delivery Driver	3 hrs. 45 mins 7.5 or 8 hrs. 8 hrs.	18 hrs. 45 mins 37.5 or 40 hrs. 40 hrs.	10 months* 10*, 11*, 12 months
<u>Hourly Employees:</u> Bus Drivers, Bus Attendants, Food Service Worker	2-8 hrs.	10-40 hrs.	10 months*

*Eleven (11) month and ten (10) month employees are eligible for benefits including sick leave, family illness leave, absence for legal commitments and transactions, personal leave, holidays, pension, religious observance, longevity awards, and vacation (buildings and grounds, mechanics, clerical only) on a prorated basis, unless otherwise noted in the Agreement.

- A. Full-time food service personnel will work during the days on which school is in session for any students, plus the two (2) work days immediately preceding the first full day of school, and the work day immediately following the last full day of school for elementary students. Food service workers will be guaranteed a daily minimum of three (3) hours for those days requiring their services. Food service workers shall be paid on an annual contract basis using the formula below (*Effective 7/1/07*):

No. of Hours per day x hourly rate x 180 days = Annual Contract Salary

The 180 paid days shall be determined by the administration. An employee requesting to be excused from work on a regularly scheduled work day for food service workers shall follow the procedures outlined in this agreement (see Article XI) and shall not receive compensation for that day.

Effective July 1, 2021, food service employees will be paid hourly and must complete bi-weekly timesheets or time clock.

- B. Hourly employees shall work on an hourly basis as established by the school calendar and administrative directive.

- 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.

Effective July 1, 2023, NEWLY HIRED employees in the Food Service and Clerical categories may be assigned a maximum of eight (8) hours per day. Employees hired before July 1, 2023, may, VOLUNTARILY, upon mutual agreement with the District, extend their workday to eight (8) hours.

- D. Employees will be permitted to hold outside employment provided such work does not interfere with assigned school duties.
- E. Employees shall be required to give written notice fourteen (14) calendar days prior to the effective date of the employee's resignation. If an employee resigns with notice less than fourteen (14) calendar days, one (1) vacation day shall be deducted from any accrued vacation leave prior to paying the member out for any accrued vacation leave, for each normally scheduled workday between the effective date of the resignation and fourteen (14) calendar days from the date notice was given.
- F. An employee who files and becomes eligible for Workers' Compensation may receive a regular salary for up to twenty-two (22) paid days of absence from work if approved by the Assistant Superintendent of Finance, Operations & Personnel. The District shall request reimbursement from the Workers' Compensation Board for the amount of pay received by the employee during the twenty-two (22) paid days of disability. The regular pay is available only for an initial injury and may not be carried beyond twenty-two (22) paid days after the initial injury.

An employee will not be allowed to use sick leave for a compensation injury.

A payment will be made to an employee who retires or resigns under one (1) of the following conditions:

1. The employee has received a permanent total disability classification from Workers' Compensation.
2. The employee has received a permanent partial disability classification from Workers' Compensation.
3. The employee has received a scheduled loss award of fifty percent (50%) or more from Workers' Compensation.

The payment shall be based on the following formula:

1. For a permanent total disability classification - \$50 x number of sick days accumulated as of the effective date of resignation or retirement.
2. For a marked permanent partial disability classification - \$38 x number of sick days accumulated as of the effective date of resignation or retirement.
3. For a moderate to marked permanent partial disability classification - \$33 x number of sick days accumulated as of the effective date of resignation or retirement.
4. For a moderate permanent partial disability classification - \$25 x number of sick days accumulated as of the effective date of resignation or retirement.
5. For a mild to moderate permanent partial disability classification - \$17 x number of sick days accumulated as of the effective date of resignation or retirement.
6. For a mild permanent partial disability classification - \$13 x number of sick days accumulated as of the effective date of resignation or retirement.
7. For a scheduled loss award of fifty percent (50%) or more - \$25 x number of sick days accumulated as of the effective date of resignation or retirement.

ARTICLE III – OVERTIME WORK / COMPENSATORY TIME / FLEXIBLE TIME

A. Overtime

Overtime work is any period of service performed by an employee in excess of, but continuous with, the normal work week scheduled for his/her class. The rate of pay for overtime work will be one and one-half (1 ½) times the employee's normal pay rate. The rate of pay for overtime work required on Sundays and holidays identified in the District calendar will be two (2) times the employee's normal pay rate.

Overtime work will be assigned to employees on a rotating basis insofar as practical. Employees interested in overtime work in a building or substituting in a building will sign up for that building. When employees have worked for four (4) or more hours beyond their regularly scheduled work day, they will be entitled to a paid fifteen (15) 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 was overtime, then it was 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 receive prior 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 of any year unless specific arrangements are agreed to by the supervisor and the employee for the use of the time by June 30. 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 an 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 and ending the work week either earlier or later.

An 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.

ARTICLE IV – EMERGENCY WORK

In the event the Superintendent closes school to students and staff (Instructional and Non- Instructional combined) due to a weather-related emergency and Facilities and Operations Maintenance, Custodial staff, Mechanics, and School Bus Route Coordinator members are the ONLY employees represented by the Association required to report, any Facilities and Operations Maintenance, Custodial staff, Mechanics, and School Bus Route Coordinator members required to report or to continue working shall receive two times their regular rate of pay (for example, if the employee's regular hourly rate is \$16.00, they shall receive \$32.00 for each hour worked) for hours worked while the closure is in effect.

If Facilities and Operations Maintenance, Custodial staff, Mechanics, and School Bus Route Coordinator members are called in prior to the start of their shift, or required to stay after their normal shift, to conduct weather-related operations, they shall be paid twice their regular rate of pay (for example, if the employee's regular hourly rate is \$16.00, they shall receive \$32.00 for each hour worked) for all hours worked outside of their normal shift.

ARTICLE V – RESPONSIBILITIES

Work requirements and duties shall be assigned by the Administration. Assignments shall be made in accordance with the employee’s job title.

Each employee will be given applicable handbooks by Administration. Job descriptions will be provided upon written request to the Assistant Superintendent of Finance, Operations & Personnel.

Ethical conduct, high moral standards and good judgment are expected of all District employees.

Under no circumstances may an employee subcontract his/her duties to another person, or use his/her position as an influence for commercial advantage.

ARTICLE VI – SICK LEAVE

Sick leave, twelve (12) days without loss of pay shall be granted to full-time twelve (12) month employees and cumulative to two hundred (200) days.

Sick leave, eleven (11) days without loss of pay shall be granted to full-time eleven (11) month employees and cumulative to one hundred seventy-five (175) days.

Sick leave, ten (10) days without loss of pay shall be granted to full-time ten (10) month employees and cumulative to one hundred sixty-five (165) days.

Hourly employees – sick leave without loss of pay shall be granted to hourly employees in accordance with Appendix A.

Sick leave is intended for use by the employee in the event of personal illness. The Administration may request a doctor's statement to substantiate proof of illness after two (2) consecutive days of sick leave by an employee. This clause does not exempt the employee from having to provide proof of illness for days taken for sick leave if the Administration determines that such leave has been abused.

Each employee will receive notice of his/her accumulated sick leave at the end of each school year.

SICK LEAVE BANK –

A Sick Leave Bank will be established by the parties as follows:

Joining the Bank –

All employees in the unit are automatically members of the Sick Bank. An employee must initially donate one (1) sick day. If an employee elects not to participate in the Bank, he/she must submit a completed Sick Bank Refusal of Enrollment Form to the personnel office no later than his/her first payroll date.

The District will donate one (1) day per year for each employee in the bargaining unit. Thereafter, the employee will donate one (1) day per year. An employee who chooses not to join at the first opportunity will be allowed to join any September and will be required to donate a number of sick days equal to that which would have been placed in the Bank had the employee joined at his/her first opportunity to join. Additionally, this employee will not be eligible to access the Bank for one (1) year after joining. The parties, by mutual agreement, may agree to freeze donations.

Eligibility to Use the Bank –

- A. The employee must have worked in the District for a period of one (1) year to be eligible to use the Bank.

- B. The employee must exhaust all personal sick leave days.
- C. The employee must be out of work for a period of at least ten (10) continuous days, paid or unpaid. In cases where there is a chronic illness or where ongoing treatment causes continuing absence after the person returns to work, the ten (10) consecutive day rule can be waived.
- D. The employee will be paid retroactive to the first day of unpaid absence.
- E. The employee must present the District with a note from his/her doctor as to the reason for the absence and the anticipated return date.
- F. The District may, at its expense, ask the employee to see a District appointed doctor.
- G. The maximum number of days that can be used is fifty (50) days.
- H. The Bank may not be used for elective surgery which could be performed at a time when school is not in session.

Applications to the Bank –

All applications to withdraw days from the Bank should be on the appropriate Sick Bank Request Form which can be obtained from the personnel office. All applications will be reviewed by the Superintendent and the President of the Association, or their designees, and they will process the approved applications to payroll.

Repayment of Days Borrowed –

Unit members who borrow days from the Bank will be required to repay them to the Bank. On July 1 following the school year in which the unit members began borrowing days, they will be required to repay the equivalent of one-half (1/2) of their 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 would be forgiven. Once any member repays all borrowed days, they become eligible again to borrow a full fifty (50) days. Examples: a) If a member borrows fifty (50) days all at once, and subsequently repays the bank in full, the member will again be eligible to borrow fifty (50) days. b) If a member borrows any number of days less than fifty (50), and repays the bank in full, the member will again be eligible to borrow fifty (50) days. c) If a member borrows any number of days less than fifty (50), and does not repay the bank in full, they remain eligible to borrow only the remaining days, up to fifty (50).

VESTAL EMPLOYEES' ASSOCIATION

*****Sample Form** SICK BANK REFUSAL OF ENROLLMENT FORM **Sample Form*****

I hereby decline my membership in the Vestal Employees' Association Sick Leave Bank. This declination is made with full knowledge of the terms in the Collective Bargaining Agreement.

I understand that should I request membership at a later time, I will be subject to the applicable terms of the Collective Bargaining Agreement, including waiting periods and deduction of sick days as required.

Employee's Name (Print)

Employee's Signature Date

Association Representative's Name

Representative's Signature Date

Return to Personnel by First Payroll Date

VESTAL EMPLOYEES' ASSOCIATION

Sample Form SICK LEAVE BANK REQUEST FORM Sample Form

Name _____

Building _____

Date _____

I am requesting _____ days from the Sick Leave Bank. Please find attached a letter from my doctor explaining my medical situation, prognosis, and an estimated or anticipated date of return (if possible to give at this time).

Signature

Please Return To The Personnel Office

DO NOT WRITE BELOW THIS LINE

FOR OFFICE USE ONLY

Date of last sick day _____

Number of days of continuous absence _____ (or same illness if chronic)

Notes of any action needed:

ARTICLE VII – FAMILY ILLNESS LEAVE

Full-time twelve (12) 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. A twelve (12) month employee can accumulate up to ten (10) days.

Full-time eleven (11) month employees shall be granted leave, without loss of pay, because of illness in the immediate family, at the rate of four and one-half (4 ½) days per year. An eleven (11) month employee can accumulate up to seven (7) days.

Full-time ten (10) month employees shall be granted leave, without loss of pay, because of illness in the immediate family, at the rate of four (4) days per year. A ten (10) month employee can accumulate up to six and one-half (6 ½) days.

Should any member of the bargaining unit use all of the available family illness days and have additional family illness, he/she shall be granted up to an additional five (5) days per annum chargeable to his/her accumulated sick leave subject to providing satisfactory proof of necessity to the Superintendent for approval.

Should any member of the bargaining unit use all of the available family illness days of the preceding paragraphs and have additional family illness, he/she 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 procedure established pursuant to this contract.

Hourly employees – Family Illness Leave, without loss of pay, shall be granted because of illness in the immediate family in accordance with Appendix A.

Immediate family includes the spouse, children and parents of the employee. Further included are the parents of the employee's spouse and those persons listed by the employee as exemptions for income tax purposes.

The parties have agreed that Family Illness Leave will apply to "Critically Ill" brothers and sisters of the employee as part of the definition of immediate family. "Critically Ill" means, for example, a situation where the brother or sister is in critical condition as defined by a hospital or a physician. Since the circumstances in these situations can be unique, the parties have agreed to have the matter not be made subject to the grievance procedure.

The parties have agreed that Family Illness Leave will apply to individuals with whom the employee has had a long close personal relationship.

The number of family illness days granted and chargeable sick leave days granted shall not exceed twenty (20) days.

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

ARTICLE VIII – ABSENCE FOR LEGAL COMMITMENTS, TRANSACTIONS, AND PERSONAL DAY

A non-cumulative leave allowance of up to three (3) days per year shall be available to 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.

One (1) of the three (3) days of leave allowance for legal commitments and transactions may be used by full-time employees as a personal day. Use of the personal day is subject to the following conditions:

1. An employee may be granted one (1) personal day each fiscal year to meet pressing personal obligations without suffering loss of pay provided that the employee gives written notice to the Supervisor or a designee at least one (1) day prior to the requested day of absence.¹
2. In an emergency situation the one (1) day time requirement may be waived by the granting authority provided that the employee gives a valid reason why the one (1) day notice could not be given and later specifies in writing such valid reason.
3. Under no circumstances may an employee receive more than one (1) personal day of each year whether it be designated as a "personal day" under item No. 1 or designated as an "emergency situation" as indicated in item No. 2 above.
4. Leave granted under this article shall not include, among other things, leaves for recreational activities, vacation time, or any other activity or item that could be accomplished during non-working time.
5. Personal leave day shall not be deducted from sick leave.
6. If the personal leave day is not used, it will be added to the accumulated sick leave provided the maximum number of days allowed for accumulation has not been reached. \

Hourly employees – the one (1) personal day of paid leave may be used in accordance with Appendix A and must meet the conditions in items 1 through 6 above. If the one (1) personal day leave is not used, it will be added to the accumulated sick leave, provided the maximum number of days allowed for accumulation has not been reached

¹ The parties agree to develop a form for the purpose of requesting the use of a personal day.

ARTICLE IX - MILITARY LEAVE

An employee who enters military service, by draft or enlistment, shall be granted a leave of absence for that purpose. Compensation and benefits shall be paid in accordance with applicable provisions in law. At the conclusion of such leave of absence, he/she shall be reinstated in accordance with applicable laws then in effect.

Employees will provide copies of requests for military leave to the District. The employee and the District will both attempt to cooperate regarding the timing of military leave.

ARTICLE X – PERSONAL LEAVE

The Superintendent may recommend to the Board of Education that a leave of absence without pay, not to exceed one (1) year, be granted to an 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 leave of absence.

ARTICLE XI – SHORT TERM LEAVES

Unpaid short term leaves, not to exceed five (5) days per year, may be granted by the Assistant Superintendent of Finance, Operations & Personnel to an employee upon receipt of a written request indicating a need factor.

In unique circumstances, unpaid short term leaves may be extended beyond the five (5) days to ten (10) days. Such extensions will be requested in writing and approved or denied by the School Business Administrator, whose decisions shall not be subject to the grievance procedure.

It is recognized that each leave request is a unique situation and the decision to grant or reject such a request must be based upon the factors of each case. It is further recognized that a leave request will not be granted when a substitute for the employee, where needed, cannot be obtained. The decision on the need for a substitute shall be an administrative decision. No more than two (2) requests for unpaid short term leaves shall be approved for employees in the same category (transportation, school lunch, clerical, custodial and maintenance). Such determination shall not be subject to the grievance procedure.

ARTICLE XII – JURY DUTY

Employees are urged to fulfill their civic obligations in cases of jury duty.

An employee called for jury duty selection and who is not picked for duty should report to work that day for the remainder of his/her work day.

An employee serving on a jury is expected to report to work the day following his/her dismissal from the jury.

Second shift employees will be treated the same as regular day employees. If the employee is not selected for duty, he/she is expected to work the difference between this time spent at a jury selection and his/her normal shift. If the employee is selected for jury duty, he/she will not be expected to work any day that he/she serves on the jury.

An employee called for jury duty will receive the difference between his/her regular straight time pay and jury duty pay (mileage and meals). It is the responsibility of the employee to provide the District with a copy of the jury summons and documents specifying the amount and type of compensation received. No maximum limit is set in cases of jury duty.

ARTICLE XIII – BEREAVEMENT

Absences without penalty will be available to employees in cases of death in the immediate family in the amount of four (4) paid days per death, excluding paid holidays. The days of absence shall commence within one (1) day of the death or coincide with a ceremony. If the death and ceremony do not fall within a four (4) paid day span of time, the four (4) bereavement days may be used out of succession to cover both events. In no instance may more than four (4) bereavement days be granted per death.

The immediate family includes the spouse, child, parent, parent-in-law, grandparent, grandchild, brother, sister, brother-in-law, sister-in-law, step-parent or relative with whom the employee has had a long and close relationship. A bereavement allowance in the amount of four (4) paid days, excluding paid holidays, will be available to all employees in the case of death of an individual with whom the employee had a long close personal relationship. A bereavement allowance in the amount of one (1) paid day per death, excluding paid holidays, will be available to all employees in the case of a death of a niece, nephew, aunt, uncle or step-parent of the spouse. Satisfactory proof of bereavement will be submitted to the Administration on request.

ARTICLE XIV – SALARY RATES

Employees shall be paid in accordance with the salary rates contained in this Agreement.

Title(s)	2022-2023	2023-2024***	2024-2025
Bus Driver	\$4.50/hour*	\$1.00	\$1.00
Bus Attendants, Bus Route Coordinator, Mechanics	\$3.00/hour*	\$1.00	\$1.00
All Other Titles	\$2.00/hour**	\$1.00	\$1.00

*Retroactive to 9/1/22.

**Retroactive to 3/1/23. Employees with an effective hire date of January 1 - February 28, 2023, shall receive the \$2.00/hour increase. Employees with an effective hire date of March 1 - June 30, 2023, shall receive the new starting rate.

***Employees with an effective hire date of January 1 - June 30, 2023, shall receive a \$.50 increase on July 1, 2023.

New hires may be placed at a higher rate than the Minimum Entry Salary/Wage contained in the chart in Article XXX, based on the prior experience of the newly hired employee within the title (or a comparable role) they are hired in. No new employee shall receive a base rate of compensation higher than that of a current employee in the same title with the same years of experience in that title or a comparable role. The District shall electronically send the president of the Association the title, years of related experience, and base rate of each new hire, no later than the ten (10) business days after the effective date of such hire. The District shall electronically send the

president of the Association a spreadsheet with the base hourly rates for all members no later than September 1, each year.

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 is the employee's own rate plus the difference between the entry levels of the two (2) positions divided by the total number of paid days in a school year for both positions. The higher rate will become effective on the sixth (6th) consecutive day of the assignment to the higher classification and will be retroactive to the first (1st) day of the assignment.

Effective 7/1/2023 Retired employees rehired into the same position they occupied at the time of retirement shall be hired back at their contractual base hourly rate of compensation they earned at the time of the employee's retirement.

ARTICLE XV – VACATIONS

Full-time twelve (12) month employees will earn vacation as follows:

Those who have completed –

one (1) through five (5) years as of June 30.....	ten (10) days
six (6) through ten (10) years as of June 30.....	fifteen (15) days
eleven (11) full years as of June 30.....	twenty (20) days
fifteen (15) full years as of June 30.....	twenty-two (22) days
twenty (20) full years as of June 30.....	twenty-five (25) days
twenty-five (25) full years as of June 30.....	twenty-seven (27) days
thirty (30) full years as of June 30.....	thirty (30) days

Full-time eleven (11) month employees will earn vacation as follows:

Those who have completed –

one (1) through five (5) years as of June 30.....	nine (9) days
six (6) through ten (10) years as of June 30.....	fourteen (14) days
eleven (11) full years as of June 30.....	nineteen (19) days
fifteen (15) full years as of June 30.....	twenty (20) days
twenty (20) full years as of June 30.....	twenty-three (23) days
twenty-five (25) full years as of June 30.....	twenty-five (25) days
thirty (30) full years.....	twenty-seven (27) days

Full-time ten (10) month employees will earn vacation as follows:

Those who have completed –

one (1) through five (5) years as of June 30	eight (8) days
six (6) through ten (10) years as of June 30.....	thirteen (13) days
eleven (11) full years as of June 30.....	eighteen (18) days

fifteen (15) full years as of June 30 nineteen (19) days
 twenty (20) full years as of June 30 twenty-one (21) days
 twenty-five (25) full years as of June 30 twenty-three (23) days
 thirty (30) full years twenty-five (25) days

When an employee reaches his/her sixth (6th), eleventh (11th), fifteenth (15th), twentieth (20th), 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 sixth (6th), eleventh (11th), fifteenth (15th), twentieth (20th), and twenty-fifth (25th) anniversary date until the end of the fiscal year. The prorated vacation days will be as follows:

If the anniversary date is in:	Twelve (12) month	Eleven (11) month	Ten (10) month
Month	Prorated Amount	Prorated Amount	Prorated Amount
July or August	5 days	4 ½ days	4 days
September or October	4 days	3 ½ days	3 days
November or December	3 days	2 ½ days	2 days
January or February	2 days	1 ½ days	1 day
March or April	1 day	½ day	0

If an employee has worked for less than one (1) full year, he/she shall earn one (1) day of vacation for each completed month of service, to a maximum allowance of ten (10) vacation days. Vacation can be used as of July 1 after the year in which it is earned. The vacation year is July 1 to June 30.

Vacations shall be requested by the employee on the appropriate form. Use of vacation requires administrative approval in advance.

Vacations – Special Provision

Under unique circumstances, an employee may request authorization to carryover in excess of five (5) vacation days. The additional carryover must be requested prior to April 1, for the upcoming fiscal year and authorization must be made by Administration. Such authorization will be limited to two (2) requests per category (i.e.: transportation, clerical, custodial and maintenance) per fiscal year.

The purpose of this provision is to allow an employee to take advantage of a unique or special opportunity (example: extended trip). The employee will only be authorized to use the additional carryover in the fiscal year (hereinafter the “designated fiscal year”) following the April 1, request date.

In the event that the employee has in excess of five (5) vacation days remaining at the conclusion of the designated fiscal year, he/she will not be permitted to carryover the excess number of days into a subsequent fiscal year. (Note: see waiver in example.)

Example:

1. April 1, 2011 – Employee requests fifteen (15) days of vacation carryover into 2011-2012 (2011-2012) is the designated fiscal year).
2. Supervisor approves request.
3. June 30, 2012 – Employee has seven (7) vacation days remaining.
4. Allowable carryover is five (5) days into 2012-2013.

If the employee is unable to use the authorized days during the designated fiscal year due to an unexpected cancellation of the unique or special opportunity, he/she may use the days according to a schedule approved by the Administration. However, the employee will not be allowed to carryover more than five (5) vacation days from the designated fiscal year into any subsequent fiscal year (see item #4 in example above). Through mutual agreement, the parties may waive the preceding sentence. Therefore, an employee may submit a request to carryover in excess of the five (5) vacation days into a *second* fiscal year. Such requests are subject to Administrative approval and not subject to the grievance procedure.

ARTICLE XVI – HOLIDAYS

Holidays shall be determined by the school calendar adopted by the Board of Education. A minimum of thirteen (13) paid holidays will be scheduled for twelve (12) month employees. Ten and eleven (11) month employees will be scheduled for a minimum of twelve (12) paid holidays. Hourly employees who work a minimum of four (4) hours a day will receive holiday pay of four (4) hours for Labor Day and Thanksgiving. Hourly employees who work three and one-half (3.5) hours a day, but less than four (4) hours a day shall receive holiday pay of three and one-half (3.5) hours for Labor Day and Thanksgiving. Hourly employees who work three (3) hours a day, but less than three and one-half (3.5) hours a day shall receive holiday pay of three (3) hours for Labor Day and Thanksgiving.

ARTICLE XVII – INSURANCE

A. Health Insurance

The District may, in its discretion, change the method of administration, as well as the carrier, as long as benefits currently provided are continued. The co-pay for the drug prescription rider for the Classic Blue Plan will be thirty dollars (\$30) for non-preferred brand, fifteen dollars (\$15) for preferred brand drugs and five dollars (\$5) for generic drugs.

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.

Unit members currently employed will have the option to participate in the PPO Plan offered by the District through the Broome Tioga Delaware Consortium.

Effective July 1, 2021, all newly hired unit members shall be enrolled in the PPO(h) plan only. Classic Blue will no longer be available as an option for new hires.

Effective July 1, 2021, unit members shall pay the following amount towards the health insurance premium:

Classic Blue Plan		
PLAN YEAR	SINGLE	FAMILY
2021-2022	3.5%	6.5%
2022-2023	4.5%	7.5%
2023-2024	9.25%	9.25%
2024-2025	10.00%	10.00%

PPO(h)Plan		
PLAN YEAR	SINGLE	FAMILY
2021-2022	3.5%	6.5%
2022-2023	4.5%	7.5%
2023-2024	9.25%	9.25%
2024-2025	10.00%	10.00%

B. Insurance Alternative

An individual 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 – five hundred dollars (\$500)

May/June – five hundred dollars (\$500)

Individuals who choose this option may re-enroll in the health insurance plan in accordance with the terms of the Section 125 Cafeteria Plan / Flexible Benefits Program. If an individual re-enters the 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).

C. Section 125 Cafeteria Plan / Flexible Benefits Program

1. The District will pay the one-time setup 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 two thousand dollars (\$2,000) into said account during a given plan year.

D. Dental Insurance

The District will make available Plan A to eligible employees. The premium paid for the non-instructional dental plan, whether for individual or dependent coverage, shall not exceed that paid for Plan One (1).

ARTICLE XVIII – RETIREE HEALTH INSURANCE

Upon Retiring, eligible retiring unit members may purchase a District-sponsored insurance plan - Excellus Blue Cross Blue Shield Classic Blue, Excellus Blue Cross Blue Shield PPO Plan H, Humana LPPO Medicare Advantage or another District-sponsored equivalent. The following table illustrates the Retiree and Employer share.

	Classic Blue Plans*		PPO (h) Plans*		Humana**	
	Individual Coverage	Family Coverage	Individual Coverage	Family Coverage	Individual Coverage	Family Coverage
Retiree	50%	65%	50%	65%	100%	100%
Employer	50%	35%	50%	35%	0%	0%

*post-retirement benefits are set out in Board Policy RES 5.5-14 as adopted by the Board of Education on October 27, 1987.

**Unit members retiring after 7/1/2023 who are Medicare age eligible

ARTICLE XIX – UNIFORMS

Appropriate uniforms, as determined by the Administration, shall be supplied by the District to the following classes of personnel: (All employees issued uniforms must wear them.)

Buildings and Grounds Department Building Maintenance Workers
Transportation Department Automotive Mechanics & Senior Stores Clerk
Receiving Department Stores Clerks
Head Custodians
Custodians
Food Service Workers

Maintenance workers, groundskeepers, stores clerks and automotive mechanics shall be entitled to an allowance for work shoes or boots in accordance with the table below. Shoes shall be available through a vendor selected by the School District. The District shall pay the vendor directly. Unit members eligible for the allowance shall wear the shoes while working. Athletic shoes are not covered by this allowance.

Automotive mechanics, maintenance workers, and groundskeepers will receive reimbursement in accordance with the table below every two (2) years towards replacement of prescription safety eyeglasses if broken while on duty.

YEAR	2019-20	2020-21	2021-22	2022-23	2023-24	2024-25
Work Shoes or Boots	\$93	\$93	\$93	\$93	\$93	\$93
Rx Safety Eyeglasses	\$117	\$117	\$117	\$117	\$117	\$117

ARTICLE XX – PENSION

- A. The New York State Employees' Retirement System noncontributory plan 75-I will be provided. Option 60-b of the New York State Employees' 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.
- B. If you have any questions concerning retirement benefits, contact the Personnel or call the Albany Retirement System Office at 1-866-805-0990, or visit the Binghamton Retirement System Office.
- C. Early Notification Benefit

An Early Notification Benefit (ENB) shall provide specified payments to eligible employees.

Criteria for the Early Notification Benefit (ENB)

1. An employee, to become eligible, must notify the District in writing at least six (6) months prior to the date which the employee states as the date he/she is resigning for the purpose of retirement.
2. The employee shall have a minimum of fifteen (15) years of service with the Vestal Central School District in a position(s) covered by this Collective Bargaining Agreement.
3. The employee shall retire no later than the July 1, following the date he/she is eligible for a full-service retirement without penalty. Verification of the date of eligibility must be provided by the employee.
4. For employees hired prior to January 1, 1997, membership in the Employees' Retirement System is not required. The employee shall resign from the Vestal Central School District no later than the July 1 following the date he/she would have been eligible for a full-service retirement had he/she been a member of the Employees' Retirement System.

The District shall provide payment of the Early Notification Benefit (ENB) to eligible employees based on the following schedule:

ENB Amounts by Year	2019-20	2020-21	2021-22	2022-23	2023-24	2024-25
Full-time Salaried	\$5,259	\$5,259	\$5,259	\$5,259	\$5,259	\$5,259
Example (0.5) Part-time Salaried	\$2,630	\$2,630	\$2,630	\$2,630	\$2,630	\$2,630
Hourly Employees	\$2,045	\$2,045	\$2,045	\$2,045	\$2,045	\$2,045

Special Qualification Regarding Eligible Bus Drivers

Drivers retiring and receiving appointment to return to work shall be required to choose between the Early Notification Benefit or their prevailing wage at the time of retirement. If a driver were to return to work at the wage received at the time of retirement, no Early Notification Benefit would be paid. If the driver were to choose the Early Notification Benefit, any subsequent appointment to employment as a driver would be at the entry rate for drivers plus experience specified in this Collective Bargaining Agreement.

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

ARTICLE XXI – JOB SECURITY

If a layoff of a part of the workforce should result, noncompetitive employees will be laid off within classification in order of least seniority and recalled in order of most seniority, which is defined as length of service from the date of last hire with the District. Competitive employees are covered by Civil Service Law.

ARTICLE XXII – PERSONNEL FILES

Employees have the right upon reasonable notice to inspect their personnel files and to discuss the contents of these files with Administration. An employee has the right to be accompanied by a Vestal Employees' Association representative if he/she so chooses.

ARTICLE XXIII – ASSOCIATION RIGHTS

A. Presidential Leave

The President or his/her designees shall be granted leave with pay in the amount of fourteen (14) working days during each fiscal year that this Collective Bargaining Agreement is in effect. The purpose of this leave would be to attend conferences and workshops. All requests for Presidential Leave will be made by the President through the office of the Assistant Superintendent for Finance, Operations and Personnel. These days will not affect a person's eligibility for the attendance incentive.

B. School Functions

A nontransferable complimentary pass covering District sponsored home athletic contests, musical events, and student dramatic productions will be issued to any employee upon request.

C. Dues Deduction / Agency Fee

1. The District shall deduct dues from the salaries of members who sign a Dues Deduction Authorization card.
2. The Association shall provide the District with a list of membership by the first payroll each September.

2. The Association agrees to save and hold harmless the District from all loss, expenses, damages (except punitive), costs and attorney's fees, limited only to the attorney provided by the Association, that may accrue as a result of the aforesaid contract provision by reason of any actions or suits brought against the District by any employee in this unit.
4. The District and the Association agree to furnish to each other any information needed by either of them to fulfill the provisions of this Article.

ARTICLE XXIV – LABOR MANAGEMENT

There is a Labor Management Committee which will meet as required to discuss problems which arise concerning employment with the District.

ARTICLE XXV – GRIEVANCE

A. Purpose

It is the desired objective of the parties to encourage the prompt and informal resolution of complaints in relation to the provision 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 this Agreement is limited to a complaint or request of a grievant which involves the interpretation of application of, or compliance with, the provisions of this Agreement.
2. *Grievant* shall mean an employee, group of employees or the Vestal Employees' Association.
3. *Days* shall mean work days as designated on the current calendar.
4. *Supervisor* shall mean Program Supervisor, Building Principal, and Directors, whichever the case may be.

C. Grievance Procedure

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

Level 1 – Informal Meeting

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

1. Discuss the grievance personally, or
2. Request the Vestal Employees' Association representative to accompany him/her, or
3. Request the Vestal Employees' Association representative to act in his/her behalf.

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

Ten (10) days after the presentation of the grievance to the supervisor, he/she shall make a decision and communicate the decision and reasons therefore in writing to the grievant, to the Association, and to the Superintendent of Schools.

Level 2 – Superintendent's Review

If the grievant is not satisfied with the decision arrived at under Level 1, grievant may within five (5) days file with the Clerk of 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 his/her designee shall meet with the grievant and the grievant's representative (if the grievant 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 his/her designee shall make a decision in writing setting forth his/her conclusions with respect to the grievance, and setting forth his/her reasons for such conclusions. A copy of such decision shall be given to the grievant, the Association, and the Clerk of the District.

Level 3 – Arbitration

If the grievant and the Vestal Employees' Association are not satisfied with the disposition of the grievance at Level 2, the Vestal Employees' Association may within ten (10) days file with the Clerk of the District an appeal in writing, on forms supplied by the District, requesting the grievance to 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.

If either the grievant or the Vestal Employees' Association wishes not to go to arbitration, there will be no appeal to arbitration.

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 grievant, the Vestal Employees' 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 District, the grievant, and the Vestal Employees' Association, and shall set forth his/her findings of fact, reasonings, conclusions and decisions 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 fee, his/her expenses, a transcript of the hearings, except for filing fee, shall be shared equally by the Vestal Employees' Association and the District.

ARTICLE XXVI – SPECIAL PROVISION

- A. Employees returning to work following a year's absence due to a District contingency budget shall receive any negotiated raises during that year's absence added to their wage or salary of their last working year.
- B. Food service personnel will not be charged for their personal school lunches.
- C. Employees may use the one (1) day leave allowance for pressing personal business under Article VIII, or unpaid leave under Article XI for religious observance. Such leave may be taken in segments of one-half ($\frac{1}{2}$) day.
- D. Longevity increments will be given to employees who have served the District on a continuous basis in accordance with Article XXIX.E.

Longevities received by salaried employees prior to July 1, 1998, will continue to be part of the employee's base salary. Longevities earned effective with the 1998-1999 fiscal year shall not be part of the employee's base salary.

Effective July 1, 1999, retired drivers will no longer receive longevities. Employees who retired prior to July 1, 1999, will be grandfathered in that they keep longevities already earned but cannot earn any new longevities.

- E. Employees who work fifteen (15) hours or more per week shall be compensated by a single lump sum each June for pre-approved course work taken at an accredited college or university. Payments shall only be made once when all the following occur:
1. The course is job related;
 2. The course is approved in advance by the Assistant Superintendent for Finance, Operations and Personnel;
 3. The course is successfully passed; and
 4. A copy of the bill for credit hours is submitted.

The District's total obligation for the unit each year shall not exceed the amount appearing in the table below for this educational fund. Persons will be eligible to receive up to the credit hour cost for each course meeting the above criteria, though the exact reimbursement will be based on the number of approved individual credit hours and their cost, calculated into each year's dollar allotment.

<u>Tuition Reimbursement</u>	<u>2019-20</u>	<u>2020-21</u>	<u>2021-22</u>	<u>2022-23</u>	<u>2023-24</u>	<u>2024-25</u>
Maximum Amount per Year	\$1,169	\$1,169	\$1,169	\$1,169	\$1,169	\$1,169

- F. Bus Driver Certification

Effective July 1, 2002, bus drivers shall be compensated for 19A and SBDI certifications.

Three (3) bus drivers shall be compensated for 19A certification in the amount appearing in Article XXIX.F.

Two (2) bus drivers shall be compensated for SBDI certification in the amount appearing in Article XXIX.F.

ARTICLE XXVII – 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 provision of this Agreement is, 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 whether contained or not, during the life of this Agreement.
- E. Copies of this Agreement will be made available to all employees covered by this Collective Bargaining Agreement.
- F. Except as expressly limited by other provisions of this Agreement, all of the authority, rights and responsibilities possessed by the employer are retained by it, including, but not limited to, the right to determine the mission, purposes, objectives and policies of the employer; to determine the facilities, methods, means and number of personnel for the conduct of the employer's programs.

ARTICLE XXVIII – 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 OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFORE, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

ARTICLE XXIX – DURATION

This Agreement and each of its provisions shall be effective as of July 1, 2019 and shall continue in full force and effect through June 30, 2025.

ARTICLE XXX – SALARY

A. Starting Salaries

<u>Title</u>	<u>2022-2023</u>	<u>2023-2024</u>	<u>2024-2025</u>
Typist	\$15.20	\$15.70	\$16.20
Senior Typist	\$16.50	\$17.00	\$17.50
Cook	\$15.75	\$16.25	\$16.75
Cook Manager	\$16.50	\$17.00	\$17.50
Food Service Helper	\$15.00	\$15.50	\$16.00
Mechanic	\$18.25	\$18.75	\$19.25
Groundskeeper	\$17.25	\$17.75	\$18.25
Head Groundskeeper	\$17.75	\$18.25	\$18.75
Building Maintenance Worker	\$18.25	\$18.75	\$19.25

Perf. Arts Production Assistant	\$20.00	\$20.50	\$21.00
Bus Driver	\$21.00	\$21.50	\$22.00
Bus Monitor, Bus Attendant, Bus Driver in Training	\$16.20	\$16.70	\$17.20
School Bus Route Coordinator	\$19.75	\$20.25	\$20.75
Cleaner	\$15.20	\$15.70	\$16.20
Custodian	\$16.05	\$16.55	\$17.05
Delivery Driver	\$16.00	\$16.50	\$17.00
Stores Clerk	\$16.75	\$17.25	\$17.75

B. Additional Compensation – Stipends

<u>Stipend</u>	<u>2022-2023</u>	<u>2023-2024</u>	<u>2024-2025</u>
Head Custodian HS/MS/ARE*	\$6,993	\$7,203	\$7,419
Head Custodian - Elementary	\$4,021	\$4,142	\$4,266
Head Auto Mechanic	\$4,904	\$5,051	\$5,203
Senior Stores Clerk	\$6,653	\$6,853	\$7,059

*Employee(s) currently assigned to CAE or "Adm. Day" shall continue to receive this stipend until they're reassigned. Any other employee subsequently assigned to CAE or "Adm. Day" shall receive the Head Custodian - Elementary stipend.

C. Salary Adjustments

1. Employees hired prior to January 1 will receive the negotiated raise contained Article XIV, the July 1 following his/her date of employment. Employees hired January 1 - March 31, will receive half of the negotiated raise contained in Article XIV the July 1 following his/her date of employment. Employees hired April 1 - June 30, shall not receive the negotiated increase on the following July 1. *In no event shall an employee make less than the starting salary.*

2. New employees will be given credit for bus driving experience.

* This same experience credit will be given to retired Vestal School District mechanics.

C. Bus Drivers Waiting Time:	2019-20	2020-21	2021-22	2022-23	2023-24	2024-25
	\$16.88	\$16.88	N/A	N/A	Regular hourly rate	Regular hourly rate
D. Custodial Shift Premiums - Second Shift*	2019-20	2020-21	2021-22	2022-23	2023-24	2024-25
	\$755	\$755	\$755	\$755	\$1,250	\$1,250

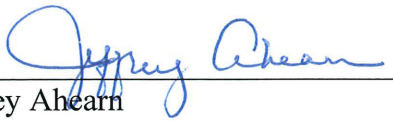
E. Longevity	2019-20	2020-21	2021-22	2022-23	2023-24	2024-25
5 Years Salaried Employees	\$113	\$113	\$113	\$113	\$113	\$113
5 Years Hourly Employees	\$0.16	\$0.16	\$0.16	\$0.16	\$0.16	\$0.16
10 Years Salaried Employees	\$428	\$428	\$428	\$428	\$428	\$428
10 Years Hourly Employees	\$0.40	\$0.40	\$0.40	\$0.40	\$0.40	\$0.40
15 Years Salaried Employees	\$428	\$428	\$428	\$428	\$428	\$428
15 Years Hourly Employees	\$0.40	\$0.40	\$0.40	\$0.40	\$0.40	\$0.40
20 Years Salaried Employees	\$428	\$428	\$428	\$428	\$428	\$428
20 Years Hourly Employees	\$0.40	\$0.40	\$0.40	\$0.40	\$0.40	\$0.40
25 Years Salaried Employees	\$428	\$428	\$428	\$428	\$428	\$428
25 Years Hourly Employees	\$0.40	\$0.40	\$0.40	\$0.40	\$0.40	\$0.40
30 Years Salaried Employees	\$428	\$428	\$428	\$428	\$428	\$428
30 Years Hourly Employees	\$0.40	\$0.40	\$0.40	\$0.40	\$0.40	\$0.40
35 Years Salaried Employees	\$428	\$428	\$428	\$428	\$428	\$428
35 Years Hourly Employees	\$0.40	\$0.40	\$0.40	\$0.40	\$0.40	\$0.40
F. Bus Driver Certifications	2019-20	2020-21	2021-22	2022-23	2023-24	2024-25
19A & SBDI	\$0.57	\$0.57	\$0.57	\$0.57	\$0.57	\$0.57

**Second shift head custodians will not receive shift premiums.*

ARTICLE XXXI – RATIFICATION OF AGREEMENT

IN WITNESS WHEREOF, the Superintendent of the Vestal Central School District has placed his hand and seal and the Vestal Employees' Association/NYSUT/NEA-AFT, as caused these presents to be signed by its duly authorized officer after ratification of this Agreement by its membership.

VESTAL CENTRAL SCHOOL DISTRICT




Jeffrey Ahearn
Superintendent of Schools

10/27/23

Date

VESTAL EMPLOYEES' ASSOCIATION/NYSUT/NEA-AFT

Date of Vestal Employees' Association Ratification Meeting: June 3, 2023




Douglas Beckmann.
Vestal Employees' Association President

10/24/2023

Date

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 June 6, 2023



Michelle Lewis
District Clerk of the Board of Education

10/24/23

Date

SEAL

APPENDIX A - LEAVES FOR HOURLY EMPLOYEES

(Changes in italics effective 7/1/07)

Hours Per Week*	<u><i>0-19.9</i></u>	<u><i>20.0-40.00</i></u>
Personal/Family Illness **	<i>7</i>	<i>9</i>
Pressing Personal Business	<i>1</i>	<i>1</i>
Bereavement	<i>4</i>	<i>4</i>

- Food service workers, bus attendants, and bus drivers based on first bid of run or first assignment for each school year.

** Personal illness and family illness days are interchangeable and cumulative to one hundred (100). Employees do not have to "earn" the days.

Hourly employees shall be eligible for an attendance incentive based upon the table below:

Attendance Incentive	<u>2019-20</u>	<u>2020-21</u>	<u>2021-22</u>	<u>2022-23</u>	<u>2023-24</u>	<u>2024-25</u>
Maximum Amount per Year	\$292	\$292	\$292	\$292	\$292	\$292

In order to receive the incentive, the following conditions must be met:

1. The employee must report for work on each of his/her assigned work days during the fiscal year.
2. The employee must work each of his/her assigned hours on each work day.

Any absence, paid or unpaid shall render the employee ineligible for the incentive. The only exceptions to the preceding stipulation are presidential leave (includes designee), bereavement, jury duty, or a personal day used for religious observance as per Article XXV. Employees starting work on or after January 1 of a given fiscal year shall not be eligible for the incentive in that year.