
**PITTSFORD CENTRAL SCHOOL
PITTSFORD, NEW YORK**

AGREEMENT BETWEEN

BOARD OF EDUCATION

and

**PITTSFORD DISTRICT SUPERVISORY AND
TECHNICAL ASSOCIATION**

JULY 1, 2020 to JUNE 30, 2024

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RECOGNITION

It is recognized and understood that the Pittsford District Supervisory and Technical Association shall exclusively represent all supervisory staff in determining the provisions of this agreement. The provisions contained in this agreement shall be in effect for those persons designated by the Board as supervisory staff and shall include the following:

SUPERVISORY STAFF

Director of Information	Senior Network Technician
Director of Operations, Maintenance and Security	Computer Application Specialist
Director of Transportation	Network Technician
Assistant Director of Finance	Director of Food Services
Inclusion Coordinator	Research Assistant
School Lunch Manager	Purchasing Agent
Supervisor, Buildings and Grounds	Information Specialist

In granting this recognition, the Board has specifically reserved its right to make application to the Public Employment Relations Board to have any or all of the employees and positions included within this negotiating unit declared to be managerial and/or confidential within the meaning of the New York State Public Employees Fair Employment Act, as amended.

**SALARY AND BENEFIT PROGRAM FOR
SUPERVISORY AND TECHNICAL STAFF**

2 COMPENSATION

2-1 The following salary ranges shall be established as a hiring schedule for 2016-2020 as follows:

SALARY CATEGORIES AND RANGES

	TITLE	2012-2016
A	Director of Operations, Maintenance and Security Director of Food Services Director of Information Director of Transportation	\$73,500 - \$103,000
B	Assistant Director of Finance Sr. Network Technician Inclusion Coordinator Supervisor of Buildings and Grounds Computer Application Specialist	\$48,500 - \$78,500
C	Research Assistant School Lunch Manager Purchasing Agent Network Technician Information Specialist	\$30,000 - \$60,000

2-2 The salary highs shall not limit salary increases for individuals that would otherwise be provided by this Agreement. Individuals may be hired outside the ranges.

2-3 In the 2020-2021, 2021-2022, 2022-2023 and 2023-2024 school years each employee shall receive an increase of 3.2% of their salary from the previous year.

2-4 In the 2020-2021, 2021-2022, 2022-2023 and 2023-2024 school years \$ 3,700 shall be provided to each employee to be used for tax shelter annuities or for other benefits of choice as determined by the employee. Each employee in this unit, named in category A of section 2-1 above, holding the title of Director or Supervisor shall receive an additional \$300 in benefits of choice for each of the above years as follows, making their benefits of choice \$4,000 in the 2020-2021, 2021-2022, 2022-2023 and 2023-2024 school years.

2-5 All salary and benefit items, unless otherwise stated, will be paid or accrued on a pro-rata basis based on the employee's full-time equivalent (F.T.E.) status.

3 WORK SCHEDULE

- 3-1 Members of the supervisory and technical staff shall work according to the schedule established by the Superintendent of Schools. The normal work week shall be 37½ hours per week for 52 weeks a year, except as otherwise provided by this document. It is understood that variations from the normal work week may be necessary from time to time as work load dictates.

4 LEAVES OF ABSENCE

4-1 Personal Illness or Serious Illness in the Immediate Family

- 4-1-1 The immediate family shall mean spouse, parent, son, daughter, brother, sister, or a relative residing in the household.
- 4-1-2 The Board of Education shall grant to each ten month employee, twelve days of absence with pay for each year for the above causes. Eleven month employees shall be granted thirteen days annually; twelve month employees shall be granted fourteen days annually.
- 4-1-3 Any unused portion of such leave of absence shall accumulate over the years until 200 days have been accumulated for ten month employees; 220 days for eleven month employees; and 240 days for twelve month employees.
- 4-1-4 No sick leave deduction shall be made for absences resulting from injuries caused by an assault or an accident occurring while performing assigned duties for a period up to one year provided that the employee has not been negligent.

4-2 Prolonged Illness Income Protection

- 4-2-1 At the end of the third, eighth, thirteenth and eighteenth years of Pittsford service, the Board shall credit each employee with 25 prolonged illness days of absence with pay.
- 4-2-2 Days credited under this provision may be used for any illness which keeps an employee from his/her duties for more than 15 consecutive days. Upon reaching the 16th consecutive day of any continuous illness, the regular cumulative leave days previously used for that illness shall be restored by use of these prolonged illness days. Separate records of personal illness and prolonged illness shall be maintained.
- 4-2-3 A Sick Leave Bank has been established. It will be jointly administered by the Association and the District.

4-3 Personal Leave—Without Deduction from Sick Leave

- 4-3-1 Each employee shall be granted paid leave for the following absences when prior approval is granted by his immediate supervisor:

- | | | |
|----|--|-------------|
| 1. | Bereavement days for the immediate family which include spouse, parent, son, daughter, brother, sister, or a relative residing in the household. | 5 days |
| 2. | Bereavement Days--mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparent or grandchild | 4 Days |
| 3. | Subpoena | As required |
| 4. | Jury Duty | As required |
| 5. | Quarantine by Health Bureau | As required |
| 6. | Religious observance | 2 Days |

4-4 Personal Leave—With Deduction from Sick Leave

4-4-1 Each employee shall be granted paid leave for the following absences when prior approval is granted by the immediate supervisor except that such leave days shall be deducted from personal illness days.

- | | | |
|----|--|----------------------------------|
| 1. | Other relatives or close friend
Additional days may be granted upon receiving prior approval of the Superintendent. | 2 Day |
| 2. | Wedding in immediate family. | 2 Day |
| 3. | College graduation | 2 Day |
| 4. | College freshman initial registration day for immediate family member | 2 Day |
| 5. | Birth--for the father | 2 Day |
| 6. | House closing of personal residence | .5 Day |
| 7. | Other emergency and necessary leave | Discretion of the Superintendent |

The employee must make requests for absences to his/her direct supervisor as far in advance of the absence as is practicable.

5 INSURANCE PROGRAMS

5-1 Health Insurance

5-1-1 The Board shall provide hospital, surgical and major medical insurance for all regularly assigned employees who work half time or more. Employees shall not be eligible for duplicate District provided insurance.

5-1-2 All active Supervisory and Technical unit employees hired prior to July 1, 2012 covered by this agreement who are enrolled in district health insurance shall pay 10% of the premium cost of the RASHP II Value policy. Any employee who elects coverage in the RASHP II Select or Blue Million policy shall pay the difference in cost of the district's contribution to the Value plan (90% of the Value premium) and the cost of the Select or Blue Million policy

5-1-3 All Supervisory and Technical unit employees hired on July 1, 2012 through June 30, 2016, covered by this agreement who are enrolled in district health insurance, shall pay

15% of the premium cost of the RASHP II Value policy. Any employee who elects coverage in the RASHP II Select or Blue Million policy shall pay the difference in cost of the district's contribution to the Value plan (85% of the Value premium) and the cost of the Select or Blue Million policy

- 5-1-4 All Supervisory and Technical unit employees hired on or after July 1, 2016 covered by this agreement who are enrolled in district health insurance, shall pay 20% of the premium cost of the RASHP II Value policy. Any employee who elects coverage in the RASHP II Select or Blue Million policy shall pay the difference in cost of the district's contribution to the Value plan (80% of the Value premium) and the cost of the Select or Blue Million policy.
- 5-1-5 The District shall have the right to offer all health care plans in the Rochester Area School Health Plan II (RASHP II) or successor organization. RASHP II Value or equivalent shall remain the base plan.
- 5-1-6 For employees who retired on or before June 30, 1995 through the New York State Teachers' Retirement System or the New York State Employees' Retirement System, the Board shall pay 100% of the premium costs, provided the employee has accrued a minimum of 10 years of service preceding the normal retirement date. For all part-time staff of .5 or more, years of service shall be awarded on a prorated basis. For such retirees receiving Medicare coverage on or before June 30, 1995, the Board shall continue to reimburse the retiree the cost of such coverage.
- 5-1-7 For employees retiring on or after July 1, 1995 through the New York State Teachers' Retirement System or the New York State Employees' Retirement System, provided the employee has a minimum of 10 years of service preceding the normal retirement date, the Board will continue to pay the premium cost for the retiree as paid for current employees at the time of retirement.
- 5-1-8 Other retired employees may continue participation in the group at no cost to the District.
- 5-1-9 The Board shall extend coverage to the spouse and dependent children of a deceased full-time employee (working or retired) for a period of three years or until remarriage or becoming otherwise insured. The employee must have met the requirement as stated in section 5-1-6.
- 5-1-10 The confidential medical records maintained by the health plan shall not be available for review by District staff. However, the District retains any rights provided under law to review such records as those rights existed when the District participated in the Blue Cross/Blue Shield community-rated plan.

5-2 **Life Insurance**

- 5-2-1 The Board shall provide at no cost to the supervisor a \$120,000 term life insurance policy including a double indemnity provision for accidental death. Retirees between the ages of 55 and 65 may continue a \$60,000 group life insurance policy, including a double indemnity provision for accidental death, at district expense.

5-3 Long-Term Disability Insurance

- 5-3-1 The Board shall provide long-term disability insurance coverage on a shared cost basis for each full-time employee. Each new full-time employee shall be eligible for the benefit after the first 30 days of employment. The policy shall provide for benefits to commence after 90 days from the date of the disability or the expiration of sick leave, whichever occurs last. The policy shall include coverage for disabilities due to mental and nervous disorders as well as physical disorders.
- 5-3-2 Benefit shall be 66 2/3% of gross salary to a maximum benefit of \$9,000 per month less other income benefits. Determination of eligibility for benefits, disability, and amount of benefits payable shall be made in accordance with and shall be governed by the insurance policy.

5-4 Dental Insurance

- 5-4-1 The Board shall provide dental insurance for all regularly assigned employees who work half-time or more.
- 5-4-2 The dental coverage provided shall be the Pittsford Central School District Dental Assistance Plan with a \$25.00 deductible provision or a plan with like coverage.
- 5-4-3 The Board shall pay the total premium for all eligible employees.
- 5-4-4 When both husband and wife are employed by the District they may not individually elect family contracts. When both husband and wife are employed in the District and have children under 26 years of age, one may elect a single contract and the other may elect a family contract. When both husband and wife are employed by the District, they may individually elect single contracts. A single employee with dependents up to age 26 may elect family coverage.

5-5 Flexible Benefits

- 5-5-1 The District shall provide each staff member the option of participating in a flexible benefits program.
- 5-5-2 This benefit is provided under Section 125 of the Internal Revenue Code and allows employees to pay specific health-related medical expenses as well as dependent care expenses with pre-tax dollars. Participation in this program will reduce an employee's Federal, State, and Social Security taxes. The administrative fee for an employee's participation in this program shall be paid by the District for the 2016-2017, 2017-2018, 2018-2019 and 2019-2020 school years.

6 COMPENSATION FOR CAREER AWARD PLAN

6-1 Eligibility

Employees who retire from their employment with the Pittsford Central School District under the following conditions shall be eligible for the benefits specified:

- a. To be eligible for the Career Award, employees covered by this agreement must submit an irrevocable written letter of retirement to the Human Resources Office not later than 6 months preceding the date of retirement. In addition, the employee must be at least 55 years of age on the date of retirement and must have been employed in the Pittsford Central School District 10 full-time years immediately preceding retirement. Lastly, the employee must retire through the NYS Teachers' Retirement System, the NYS Employees' Retirement System and/or the Federal Social Security System to be eligible for this benefit.
- b. The Career Award shall be computed at 5% of \$30,000 for each full-time year of District service for 10 years of service or more to a total of 20 years of service. Years of service shall include professional leaves and the final year of service.
- c. Payment of the Career Award will be made in one lump sum payment as soon as is practicable to a qualified 403(b) plan as allowed by law.

7 COURT ATTENDANCE

- 7-1 Employees serving jury duty shall receive regular salary so that no loss is incurred by the employee. Any amounts received for jury duty, with the exception of expense reimbursement, must be paid in check form to the District.

8 VACATION ALLOWANCE

- 8-1 Full-time 12 month employees shall receive vacation days based on the following schedule:

At 0-3 years	-21 days
At 4 years	-22 days
At 5 years	-23 days
At 6 years	-24 days
At 7 years	-25 days
At 8 or more years	-26 days

- 8-2 Vacation time shall be computed from July 1 to June 30 of each year. Those serving less than a full year shall receive a prorated number of days.

- 8-3 Employees shall be on duty when school is in session except with the written approval of the Superintendent.
- 8-4 Employees who terminate their employment during the year shall reimburse the District for vacation days taken beyond those allowed.
- 8-5 Up to twenty five (25) days of vacation time may be accrued and carried forward to the next year.
- 8-6 Accumulated vacation time for all twelve month employees shall be paid at 1/240th of annual salary when an employee leaves the District. If the departure occurs during a school year, vacation time shall be prorated.
- 8-7 All twelve month employees covered by this agreement may opt for a payment of one two-hundred fortieth (1/240th) of annual salary for up to five (5) unused vacation days for the current school year. The employee will inform the Human Resources Office of the intent to do so no later than May 15th of the school year in which the payment is requested. The payment shall be part of the final payroll for that school year.

9 WORK YEAR

9-1 Work Year

- 10 Month employees - 200 days less 9 holidays during the work year
- 11 month employees - 220 days less 10 holidays during the work year
- 12 month employees - 260 days less 13 holidays, less paid vacation
- 9-2 The nine paid holidays for ten month employees are the following: Columbus Day, Veterans' Day, Thanksgiving Day, the day after Thanksgiving Day, December 25, New Year's Day, Martin Luther King Jr. Day, Lincoln's or Washington's Birthday, Memorial Day.
- 9-3 The ten paid holidays for eleven month employees are the same as above plus the Fourth of July. The 13 paid holidays for twelve month employees shall be the same as for eleven month employees plus Labor Day and two additional days which shall be granted when school is not in session. Those days are to be determined by the Superintendent and the Supervisory and Technical Association President.
- 9-4 In the event that 10 month or 11 month employees are requested to work beyond the specified days, they shall be compensated at the rate of 1/200 or 1/220 of their annual salary for each day worked respectively. Authorization to work beyond specified days shall be obtained from the Superintendent of Schools or his/her designee.

10 PAYMENTS FOR COURSE WORK

- 10-1 A full-time supervisory staff member after one year of full-time experience at the Pittsford Central Schools may be eligible for full reimbursement for six hours of undergraduate or graduate study during each fiscal year provided the course work relates to the assigned area of responsibility.
- 10-2 Tuition reimbursement for courses leading to certification will be considered if they relate to the assigned area of responsibility. Such reimbursement is limited to an amount not to exceed \$5,000 in each fiscal year. This reimbursement is in lieu of the reimbursement specified in clause 10-1 and may not be used in combination with reimbursement for undergraduate or graduate courses.
- 10-3 To claim tuition reimbursement, the supervisory staff member must have prior approval of the Superintendent or his/her designee, and submit proof of payment to the Human Resources Office along with evidence of successful completion of the course.

11 REIMBURSEMENT FOR PERSONAL LOSS

- 11-1 The District shall reimburse employees for the reasonable cost of replacing dentures, eyeglasses, hearing aids, or similar bodily appurtenances damaged, destroyed, or lost as the result of an assault or accident sustained by the employee while acting in the discharge of assigned duties, provided the employee has not been negligent.
- 11-2 The District may reimburse costs resulting from vandalism to an employee's automobile or other personal property after the application of any insurance coverage, up to a maximum of \$250, provided the loss is work related and occurs on school property. The determination of eligibility for this reimbursement shall be made by the Superintendent or his/her designee.

12 CHILDREN OF NON-RESIDENT STAFF

- 12-1 Children of non-resident staff shall be allowed to enroll in the Pittsford Central Schools.
- 12-2 Children of non-resident staff shall be assigned to buildings by the Superintendent or his/her designee.
- 12-3 Payment shall be made for each child amounting to the actual costs less any state aid received. One half of the total payment shall be made 10 days prior to the start of each semester.

13 EMPLOYEE ASSISTANCE PLAN (EAP)

- 13-1 The District shall provide an Employee Assistance Plan to assist and enable employees to resolve personal, social, financial or health problems on a confidential basis.

14 EVALUATION

The Superintendent shall administer a supervision and evaluation program annually which shall include the following:

- 14-1 Written goals to be mutually agreed upon by the employee and his/her immediate supervisor.
- 14-2 A minimum of two conferences with the supervisor.
- 14-3 A written final evaluation for each employee to be completed by June 30.

15 JOB ELIMINATION

In the event that the District is considering the elimination of any job title represented by the Association, the District will notify the President of the Association 30 days prior to Board action.

16 GRIEVANCE PROCEDURES FOR SUPERVISORY STAFF

16-1 Declaration of Policy

In order to establish a more harmonious and cooperative relationship between employees, supervisors and members of the Board of Education which will enhance the educational program of the Pittsford Central School District, it is hereby declared to be the purpose of these procedures to provide a means for orderly settlement of differences, promptly and fairly, as they arise to assure equitable and proper treatment of employees pursuant to established rules, regulations and policies of the District.

16-2 Definitions

1. Supervisory and Technical Employees--The term shall mean any person so designated by the Board as a Supervisory or Technical staff member.
2. Chief Administrator--This term shall apply to the Superintendent of Schools of the District.

3. Immediate Supervisor--This term shall be used for any person responsible for, or exercising any degree of evaluation and/or regulation, or authority over another supervisory and technical staff member.
4. School Day--This shall mean any day on which the schools of the Pittsford Central School District are open for the attendance of pupils at regular instruction. When the schools of the Pittsford Central School District are in recess for any vacation, school day shall mean any day on which the employee is normally required to be on duty.
5. Representative--Shall mean the counsel or other person designated by either party to act in its behalf.
6. Grievance--A grievance shall mean any complaint by a member of the Supervisory or Technical staff of an alleged violation, misinterpretation, or misapplication of any provision of this agreement.

16-3 Basic Principles

1. An employee shall have the right to present grievances in accordance with these procedures, free from coercion, interference, restraint, discrimination or reprisal.
2. Any employee shall have the right to be represented at any stage of the procedures by a representative of his/her own choice.
3. Each party to a grievance shall have access at reasonable time to all written statements and records pertaining to such case.
4. No hearings shall be open to the public.
5. All grievances must be presented in writing except at the preliminary stage.
6. All persons who have filed a grievance under these procedures, shall be entitled to be present with a representative of their own choice, at any hearing held on the said grievance.

16-4 Procedures

1. Preliminary Stage--The employee should first discuss the problem with their immediate supervisor. If the problem is minor in scope, or of such a nature that it can easily be resolved, the employee may not wish to proceed with a formal grievance. The discussion shall take place within 30 days from the date the employee knew of the act or condition upon which the grievance is based. Within five days from the initial discussion, the immediate supervisor should notify the employee of the disposition of the grievance.

2. First Grievance Stage--If the employee's problem is not resolved in 1 above, he/she may continue the grievance as follows:
 - a. To the immediate supervisor in written form.
 - b. The appropriate supervisor or administrator shall render his or her determination in writing, to the aggrieved employee within five school days after the grievance has been presented to him or her, and a copy thereof shall be filed with the chief administrator.
 - c. If such grievance is not satisfactorily resolved at this stage, the aggrieved employee may proceed to the Second Grievance Stage.

3. Second Grievance Stage
 - a. In not more than five school days after the employee has been notified of the determination made at the preceding stage, the aggrieved employee may make a written request to the chief administrator for a review and determination of the grievance.
 - b. The chief administrator may designate a person to act in his/her behalf on the said application and delegate full authority to render a determination in his/her behalf. In the event a person is so designated, the aggrieved employee shall be notified in writing of the designation.
 - c. The chief administrator, or his/her designee, shall notify the aggrieved employee, his or her immediate supervisor and any other administrator previously rendering a determination in the case, to submit to him or her within not more than five school days after receipt of the notice of review provided in "a" above, written statements setting forth the specific nature of the grievance, the facts relating thereto, the determination previously rendered, and the basis upon which it is claimed the previous determination was erroneous.
 - d. The chief administrator, or his/her designee, may after receipt of the written statements specified in "a" above, call a hearing to be held at a time and place to be designated in the said notice, to the aggrieved employee and the appropriate supervisor or administrator. The said hearing shall be held not less than five days, nor more than ten school days, after the notice to the employee and the immediate supervisor or administrator, that such hearing is to be held. At such hearing, if called, each party shall have the right to be heard and to submit any additional facts concerning such grievance.

- e. In the event no hearing shall have been held by the chief administrator, or his/her designee, his/her determination in writing, shall be made within ten school days after the written statements referred to in "c" above, have been submitted to him or her. Such notice shall be by mailing to the aggrieved person a copy of the determination.
- f. In the event a hearing shall have been held, the chief administrator, or his/her designee, shall render his determination, in writing, within ten school days after the close of the said hearing, by mailing to the aggrieved person a copy of his/her written determination.

4. Board of Education Review

The aggrieved employee may within five school days of the final determination by the chief administrator, by written notice, appeal to the Board of Education for a review of previous determinations made with respect to the said grievance.

- a. The aggrieved employee shall submit to the Board of Education contemporaneously with any such appeal, all written statements and records of the case, and all proceedings had with reference thereto.
- b. In not less than ten school days from the date or receipt of the said appeal, and statements and records, the Board of Education shall call a hearing at a time and date specified in said notice, and such hearing shall be held in not less than fifteen school days from the date of the receipt of the appeal, statements and records, heretofore referred to.
- c. The aggrieved employee and any representative is entitled to be heard at such hearing.
- d. No further evidence, proof of facts, other than included within the record as submitted to the Board of Education, shall be adduced at such hearing.
- e. In not more than five school days from the date of the completion of the said hearing, the Board of Education shall render its decision and determination in writing, a copy of which shall be sent to the aggrieved employee.

17 **DURATION OF CONTRACT**

This agreement shall be effective as of July 1, 2020 and shall continue in effect through June 30, 2024.

PITTSFORD DISTRICT SUPERVISORY
AND TECHNICAL ASSOCIATION

By *Julie A. Bowers*
Julie A. Bowers, President

Date 1/28/2020

PITTSFORD CENTRAL
SCHOOL DISTRICT

By *Michael D. Pero*
Michael D. Pero, Superintendent

Date 1/28/2020