

AGREEMENT

FAYETTEVILLE-MANLIUS

SCHOOL DISTRICT

and

FAYETTEVILLE-MANLIUS

EDUCATION SUPPORT PERSONNEL ASSOCIATION

July 1, 2021

through

June 30, 2024

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AGREEMENT

Between Fayetteville-Manlius Central School District ("District") and Fayetteville-Manlius Education Support Personnel Association ("Association") to govern the terms and conditions of employment. It is agreed between the parties that any matters not included in this agreement which are the subject of New York State Civil Service Law shall equally apply.

ARTICLE I RECOGNITION

The District hereby recognizes the Fayetteville-Manlius Education Support Personnel Association as the exclusive bargaining agency for all office personnel bearing Civil Service classification, with the exception of:

Secretary to the Superintendent
Secretary to the Assistant Superintendent for Personnel
Personnel Aide to the Supervisor of Personnel
Designated ESP member to serve as backup to the Secretary to the Superintendent

ARTICLE II DEFINITIONS

- A) "Board" shall mean the Board of Education of the district.
- B) "Superintendent" shall mean the Superintendent of the School District.
- C) "Full-Time Employee" shall be any employee who:
 - 1. Is employed twelve (12) months during the school year and works from eighteen and one-half (18.5) to thirty-seven and one-half (37.5) hours per week during the academic year and thirty-five (35) hours during the summer months (normally starting July 1 and ending August 31).
 - 2. Ordinarily there will be an administrator or custodian or another secretary in a school building when a secretary is working.
- D) "Part-time employee" shall be an employee who is regularly employed less than a half-time basis. Any employee in this category shall not be entitled to any fringe benefits such as Holiday Pay, Vacation, Sick Leave, Personal Leave, Health Insurance, Dental Insurance, etc.
- E) "Immediate supervisor" shall be the administrator, superintendent, assistant superintendent, department coordinator or building principal for whom the employee works.
- F) "School year" shall be the period of July 1 through June 30.
- G) Newly hired employees are placed at the probationary rate of the rate/salary schedule. After the completion of the fifty-two (52) week probationary period, the employee is placed at the permanent rate of the rate/salary schedule.

ARTICLE III COMPENSATION

A) Wages

Wages shall be in accordance with Schedule A or Schedule B attached hereto and made a part hereof this agreement. Education Support Personnel shall be paid in accordance with Schedule A for a period of seven (7) years. After the completion of seven (7) full school years those employees will be moved to and paid in accordance to Schedule B.

B) Pay Periods

There are twenty-six (26) pay periods in a school year (July 1 – June 30). Each pay period is ten (10) days (workdays or holidays or earned vacation days).

C) Employee Paydays

Within the adopted calendar for each school year, employees will be paid on a bi-weekly basis.

D) Overtime

1. If an employee works in excess of forty (40) hours in any work week, s/he shall receive one and one half times his/her hourly rate for such authorized hours worked.
2. If an employee works on Sunday or any paid holiday, s/he shall receive two (2) times his/her hourly rate for such authorized Sunday or holiday hours worked, provided that s/he has worked in excess forty (40) hours in that work week. Written authorization for said overtime must be secured in advance from the immediate supervisor.

E) Longevity

Starting with the fiscal year in which a unit member will complete his/her fifth year of employment, an annual longevity stipend of \$60 will be paid for each year of service in the Education Support Personnel Association and, when applicable, the Teacher Aide and Teaching Assistant Association. Starting with the fiscal year in which a unit member will complete his/her tenth year of employment, an annual longevity stipend of \$90 will be paid for each year of service in the Education Support Personnel Association and, when applicable, the Teacher Aide and Teaching Assistant Association. Starting in the fiscal year in which a unit member will complete his/her fifteenth year of employment, an annual stipend of \$110 will be paid for each year of service in the Education Support Personnel Association and, when applicable, the Teacher Aide and Teaching Assistant Association. Said stipend will be paid on or before November 30. A unit member who separates from the service of the District during a year in which s/he is eligible to receive a stipend will remain eligible to receive the stipend.

ARTICLE IV
LEAVES

A) Sick Leave - Full-Time Employee

1. Full-time employees shall be allowed twenty (20) days per school year at full salary for personal illness or medical appointments (doctor or dentist).
2. Days not used during a school year shall be credited to each eligible employee at the beginning of the following school year, provided that the maximum accumulation of unused sick leave days shall be two hundred forty (240), further provided that any such accumulation shall be removed and shall not be paid for upon termination of employment or retirement. An employee unable to return to work on the regularly scheduled date of the new school year due to illness or injury may use accumulated sick days. Sick days for the new year will not be credited until the employee returns to work.
3. Sick Leave days for medical appointments can be utilized in half (0.5) or full (1.0) work day increments.
4. There shall be no accumulation of unused sick leave from an employer other than the District.
5. The District may, at its discretion and expense request a certificate from an authorized school physician to determine the eligibility of absence as sick leave hereunder if such absences are in excess of five (5) consecutive school days.
6. Five (5) of the twenty (20) sick days accumulated in one fiscal year shall be available for family illness. Unused days shall be carried to the next fiscal year as sick days.
7. Upon retirement, with at least two (2) months' notice, all unused sick leave not utilized under Section 41-j of the NYSERS (New York State Employees' Retirement System) (see Article IX Retirement Program) will be converted to a non-elective employer contribution to an IRS Code Section 403(b) account of the employee's choosing for the benefit of the employee. Each such day shall be valued at \$25 per day to a maximum of seventy-five (75) days

B) Parental and Maternity Leaves

1. A leave of absence without pay may be granted to an employee by the Board, with the recommendation of the Superintendent, for the purpose of child bearing or child rearing, for a period not to exceed two (2) years.
2. An employee shall notify the District not less than three (3) months before her personal physician's estimated delivery date in the event of pregnancy or not less than one (1) month before the date of adoption in the case of adoption, as to said employee's election of the type of leave desired, which shall be one of the following:
 - (a) Parental Leave of Absence without pay pursuant to Article IV, (b) hereof: or

- (b) Sick Leave during the period when she is physically unable to perform her regular work duties (pregnancy only); or
- (c) Sick Leave during said period of pregnancy-related disability plus a Parental Leave of Absence without pay, commencing on termination of the said period of disability. Notification to the District shall be substantially in the form attached as Appendix A.

3. Procedure

- (a) For a Parental Leave of Absence, the commencement and termination date shall be agreed to by the employee and the superintendent or his/her designee. In the event this period should need to be altered, any alteration shall be mutually agreed upon by the superintendent or his/her designee and the employee.
- (b) For Sick Leave during the period of pregnancy-related disability only, the employee shall, prior to commencing the same, obtain from her personal physician and submit to the District written certification in the form attached hereto as Appendix A.2, as to date of commencement of the disability and an estimate as to its duration.

At any time after such a sick leave has continued for a period of six (6) weeks after delivery, the employee upon request from the District shall submit an additional written certification from her personal physician to the effect that the disability continues.

- (c) For a combined sick leave and parental leave of absence without pay, the employee shall first proceed in accordance with the provisions of Article IV B 3.(b) hereof; and then apply for parental leave in accordance with Article IV (b) 3.a.
- (d) An employee who is on the sick leave portion of a parental leave may elect to return to work any time prior to the beginning of the unpaid portion of the parental leave, thereby terminating the leave at that point.

C) Serious Family Illness Leave

- 1. Each full-time employee shall be granted up to five (5) days leave per year for serious family illness. Said leave of absence will be with full pay. Such leave will be on a non-accumulative basis. The term Serious Family Illness is not intended to cover short-term conditions for which treatment and recovery are very brief; the common cold, earaches, upset stomach, headaches, routine medical, dental or orthodontia procedures, etc., unless complications arise. Any unit member requesting serious family illness days must complete the form found in Appendix B. The form will ask them to attest to the fact that the request meets the definition of a serious family illness day.

Immediate family consists of: parent, sibling, spouse, child, guardian, grandparent, grandchild, parent-in-law, child-in-law.

It is expressly agreed to by and between the parties that in the event an employee exhausts the serious family illness leave that additional leave will be termed personal business leave (as defined in Article IV Section E), and in the event an employee has exhausted his/her personal business leave at the time of the application for additional

leave, said employee will use any accrued vacation or floating holidays before unpaid leave begins.

D) Bereavement Leave

Members are entitled to bereavement time with compensation at the employee's regular hourly rate for the employee's regularly scheduled hours.

1. The Employee shall notify his/her immediate supervisor (or designee) in writing of the need for such leave as soon as practicable.
2. A maximum of five (5) paid bereavement days shall be granted in a fiscal year for the death of the Employee's spouse, parent, sibling, step-parent, step-sibling, children, grandchildren, grandparents and anyone living with the Employee.
3. A maximum of two (2) paid bereavement days shall be granted in a fiscal year for the death of the Employee's aunt, uncle, niece, nephew, mother-in-law, father-in-law, sister-in-law, brother-in-law.
4. If an Employee requires additional time under subsection 2 or 3 above, s/he may submit a written request to the Superintendent to use a personal day, vacation day, or floating holiday. The requirement for advance notice shall be waived.
5. If an Employee requests to attend funeral services/calling hours for an individual that is not identified in subsection 2 or 3 above, s/he may submit a written request to the Superintendent for up to four (4) hours of flex-time to be used during the same payroll cycle. If the member needs more than four (4) hours of leave, s/he will utilize provision 6 below. The required Superintendent approval shall be attached to the member's time card.
6. If an Employee requests more than four (4) hours to attend funeral services or calling hours for an individual not identified in subsection 2 or 3 above, s/he may submit a written request to the Superintendent to use one (1) personal, vacation or floating holiday. The requirement for advance notice shall be waived.

E) Personal Business Leave

The intent of personal business leave is to provide an employee the opportunity to conduct business that cannot be performed other than during work hours. It is intended neither to serve as recreation or vacation time nor to extend a holiday or vacation period.

1. Each full-time employee shall be granted up to three (3) days personal business leave with full pay, subject to the following:
 - (a) Presentation of request to supervisor forty-eight (48) hours in advance, except for emergency.
 - (b) Approval of the request by the supervisor.

2. The Superintendent is authorized to credit additional leave with pay under unusual circumstances which, in his/her judgment, justify such an exception.
3. If all three personal business leave days are unused, these days may be paid out at \$150 or converted to accumulated, unused sick days at the option of the Employee. If only one or two personal business leave days remain unused, those days shall be converted to accumulated, unused sick days. Said payment shall be made in the first payroll cycle of the next contract year (July 1).

F) Jury Duty

Any full-time employee who is called for jury duty shall suffer no reduction in regular District pay while serving as a juror.

G) Leave of Absence Without Pay

1. The District, at its discretion, may grant leaves of absence without pay for a period not to exceed one (1) year. To be eligible for said leave of absence, an employee must have been actively employed by the District for twelve (12) months prior to the request for a leave of absence. The application for such leave accompanied by the reasons for the request, shall be made to the District through the applicant's immediate supervisor.
2. An employee granted a leave of absence shall be entitled to the same health, dental and vision insurance benefits as s/he would have if not on said leave; however, the full cost of said health insurance benefits will be paid by the employee.

H) Conference Time

Bargaining unit members shall submit to the superintendent or his/her representative a written notice of each professional conference which s/he wishes to attend. Upon receipt of the written request, which must be submitted as soon as possible but not less than one (1) week prior to the conference, permission to attend will be granted to not more than nine (9) bargaining unit members not to exceed two (2) school days, at one time, providing, at the discretion of the superintendent, the absence does not interfere with the normal operation of the School District. The employees will be compensated and, if funds are available, reimbursed in accordance with the District policy governing employee's attendance at conferences.

ARTICLE V EMPLOYMENT SECURITY

Seniority of employees will be determined by Rule XXV of the current Onondaga County Civil Service Rules & Regulations. The District and the Association shall create a committee composed equally of District and Association members for the purpose of developing an acceptable seniority list to cover such items as relative seniority for full and part-time employees. When the District receives notification of any changes in Rule XXV, a copy shall be forwarded to the Association President.

ARTICLE VI
CREDIT FOR PRIOR EXPERIENCE

An employee new to the District and with prior experience is to begin no higher than the probationary rate for the applicable position.

ARTICLE VII
TAX SHELTERED ANNUITIES

The District shall make payroll deductions for the purchase of tax sheltered annuities in accordance with the applicable payroll authorization of each employee.

ARTICLE VIII
EMERGENCY CLOSING DAYS

Members will not report to work when schools are not in session due to severe weather conditions or similar emergency closings, unless teachers and/or staff are directed to report to work. When school is delayed opening for any reason (e.g. 1 hour, 2 hours, etc.), members do not have to report to work at their normal time, unless teachers and/or staff are directed to report at their normal time.

Unless the superintendent of the District directs all District employees not to report for work, any employee who fails to report will be charged with a Personal Business Leave Day for failing to physically report for work on said "day." In the event that said employee has no Personal Business Days remaining, s/he will not be paid for said "day."

If an employee is ill on an emergency closing day s/he should follow standard practice for any work day in order to utilize sick leave.

On days when school(s) is/are dismissed early because of severe weather conditions or similar emergency conditions, the superintendent of schools or his/her authorized designee shall determine when said building office personnel may be permitted to leave early. When the Superintendent or his/her authorized designee permits or directs Employees to leave early, the Employees who report to work, shall suffer no loss of pay, sick leave, or personal leave for this early departure.

ARTICLE IX
RETIREMENT PROGRAM

The New York State Twenty-Five (25) Year Career Retirement Plan; Section 41(j) of the New York State Retirement and Social Security Law; and Section 60(b) of the New York State Retirement and Social Security Law, will be in full effect during the term of this Agreement for all eligible employees. In addition, the New York State Twenty (20) Year New Career Retirement Plan, shall apply effective July 1, 1992. Under Section 41(j) allowable unused sick leave credit up to the limit set by NYSERS is applied as additional service credit. This time cannot be used to qualify a member for a benefit.

An Association member who has met the requirements contained in this agreement for retirement eligibility, and who submits an irrevocable letter of retirement by April 30 of that school year,

stating that s/he intends to retire effective June 30 of that same year, will be eligible to receive full credit and payment for the vacation days earned that fiscal year and will be paid the longevity stipend s/he would have received the following year. In addition, the member will receive up to ten (10) days of sick time, if the employee started his/her last year of employment with the maximum number of accrued sick days (two-hundred and forty (240) days) per Article IV of this Agreement.

**ARTICLE X
HEALTH INSURANCE**

A) The District shall provide shared cost hospitalization, medical and dental insurance plans. For prescription drug medication, the co-pay amounts will be as follows:

Rx Drug Type	Retail Co-Pay	Mail Order Co-Pay (3-month supply)
Generic	\$0	\$0
Brand Name	\$15	\$30
Tier III	\$30	\$60

The District-provided health insurance plan shall be the Excellus Blue Cross Blue Shield plan offered through the Cooperative Health Insurance Fund of Central New York. Unless agreed upon through negotiations between the Association and the District, said health insurance plan shall remain substantially equivalent.

During open enrollment members shall be allowed to enroll in the instructional dental plan.

Employee/employer contribution shall be as follows:

- | | | |
|----|---------------------|----------------|
| 1. | Health Insurance | Employee |
| | Individual coverage | 10% of premium |
| | Dependent coverage | 15% of premium |
| 2. | Vision Care | Employee |
| | Individual coverage | 0% of premium |
| | Dependent coverage | 10% of premium |

Dependent coverage is computed as a “blended rate” (equation below).

$$\text{Blended Rate} = \text{individual share} + [(\text{family cost} - \text{individual cost}) \times \text{dependent share}]$$

Individual share is 10% of premium plus 15% of the difference between individual and dependent coverage.

3. Dental Insurance - The District shall contribute \$240 for each participating employee for dental plan 1 (same plan as offered teachers) and \$120 for each participating employee for dental plan 2 (support staff plan).

Dental Insurance Buyout Option - Any active unit employee who is eligible for dental insurance may elect in advance not to participate in the dental insurance program for the year. The employee who elects this option must complete the necessary form provided

by the District. The employee will receive \$120. Employees must elect to participate in the buyout option by the annual enrollment date in which the buyout is effective. The buyout will be prorated if there is a change in coverage, for legal circumstances pursuant to IRS Section 125 rules (marriage, death, divorce, etc.), before the full year (September 1 - August 31) ends.

4. The District shall offer employees an optional Flexible Spending Plan. If this plan terminates under law, premium contributions shall be treated as they were before the Plan.

B) Retiree Health Insurance

1. An employee who retires from the District, providing said employee has at least the full time equivalent of ten (10) years of service with the District (as defined by NYSERS) and is a minimum of fifty-five (55) years of age, shall be entitled to maintain existing health, dental and vision benefits. The full-time equivalent of one year of service is seven (7) hours a day for two hundred sixty (260) days for twelve month employees. For individual coverage the retiree shall contribute on the same basis as an active employee.
2. Unit members shall receive an annual District contribution of \$3,500 toward the cost of dependent health insurance coverage in retirement, until they reach the age of Medicare eligibility or drop family health insurance coverage during retirement, whichever occurs first.

To be eligible for this benefit, a unit member must satisfy the following criteria:

- (a) Have at least the full time equivalent of ten (10) years of service with the district which concludes in retirement from the District under NYSERS rules;
- (b) Submit an irrevocable letter of resignation for retirement purposes to the District by April 30 during the year in which the member will retire; and
- (c) Retire from District service with dependent health insurance coverage at the conclusion of the 2021-22, 2022-23 or 2023-24 school years.

NOTE: this provision will sunset and expire on June 30, 2024.

3. If the retired Employee's coverage at the time of retirement included coverage for spouse, said spouse shall have the option, in the event of the death of insured Employee, of maintaining the coverage of said spouse and shall pay the full cost thereof.
- C) The District shall offer a long term disability policy to Education Support Personnel subject to minimum guidelines set by the insurance carrier. The employee contribution shall be one hundred percent (100%).

ARTICLE XI
IN-SERVICE TRAINING PROGRAM

- A) Members must attend orientation, awareness, in-service, or training meetings in accordance with local, state or federal requirements as to employee or student health, safety, or welfare. These meetings may be held outside of the normal workday with pay.
- B) The District agrees to pay the tuition and testing fees for up to two (2) courses per semester for any full-time employee who successfully completes the course. The District shall endeavor to keep the Association President informed of courses available as it learns of them.

To qualify for the payment of tuition and testing fees, the course(s) selected by the full-time employee must be approved by the employee's immediate supervisor and proof of successful completion will be the official transcript.

ARTICLE XII
VACATIONS

- A) Earned vacation is credited on July 1 of each succeeding fiscal year of employment.
- B) Vacation time is to be used in the fiscal year following its accrual, except as follows:
 - 1. Per Schedule D: after the first three (3) full months of employment, a Member may use one (1) vacation day. After the second three (3) full months of employment, a Member may use one (1) additional vacation day. These two (2) vacation days in the first year of employment may both be used during the second three (3) full months of employment.
 - 2. If employment continues beyond the sixth (6th) month, then such employee may take one (1) vacation day before June 30 of that year. That day will not be charged against accrual.
 - 3. If upon taking such a vacation day, an employee leaves District's employ before June 30 of hiring year, the District may withhold one (1) day's pay from final paycheck.
- C) All full-time employees shall receive the amount of vacation set forth below, provided s/he has completed the period of continuous employment prior to the date on which s/he takes his/her vacation. The vacation payment shall be based on the employee's regular hourly rate for the hours s/he normally works at the time of the vacation. Service time as a teacher aide/teaching assistant shall count towards duration of continuous employment.

[remainder of page intentionally left blank]

Complete Years of Service <i>(as of July 1)</i>	Vacation Days Accrued <i>(use in year following accrual)</i>
Less than 1 year	1 - 10 *
1 - 4 years	10
5 years	11
6 years	12
7 years	13
8 years	14
9 years	15
10 years	16
11 years	17
12 years	18
13 years	19
14 years	20
* <i>In first year, accrual is prorated to start date (approximately 1 day/month, to a maximum of 10 days)</i>	

- D) Scheduling of vacation periods is subject to approval of the supervisor.
- E) Up to a maximum of three (3) unused vacation days will be carried over to the next fiscal year without prior approval. Any additional unused vacation days may be carried over subject to approval of the unit member's immediate supervisor.
- F) Not more than three (3) eligible employees shall take vacation at any one time except at the discretion of the District. Employees shall submit, upon at least two (2) weeks notice to their immediate supervisor, their preference of dates and in case of conflict, the senior employee(s) shall have preference.
- G) The District by decision to be announced with as much notice as is possible may, at its discretion, elect to shut down the District operations completely for a given period of time; the period of shutdown shall constitute, dependent upon the length of shutdown and vacation entitlement of individual employees, the applicable portion of all of each employee's vacation period.

**ARTICLE XIII
PAID HOLIDAYS**

- A) The following days will constitute paid holidays for full-time Education Support Personnel:

Independence Day	Christmas Day
Labor Day	Martin Luther King Day
Columbus Day	New Year's Day
Veterans Day	Presidents' Day
Wednesday before Thanksgiving (when it is not a student day of school)	Good Friday
Thanksgiving Day	Memorial Day
Friday after Thanksgiving	Juneteenth

When one of these holidays, or Christmas falls on a weekend, the Superintendent will designate either the preceding Friday or the succeeding Monday as the paid holiday. When a holiday or Christmas falls on a Tuesday, the preceding Monday also becomes a paid holiday. When a holiday or Christmas falls on a Thursday, the succeeding Friday also becomes a paid holiday. The above rules do not apply when an aforementioned additional holiday is a work day for administrators.

If emergencies caused by transportation or utilities breakdown, heating problems or excessive snow days require that the District schools are open on a holiday or holidays in order to meet the State minimum requirement of 180 days of pupil attendance, the District, depending on when the emergency occurs, may open the schools for pupil attendance on Presidents Day or Good Friday, in which event said holidays shall be added to the number of vacation days.

In addition, there shall be two (2) half (0.5) day paid holidays. One half (0.5) day paid holiday on Christmas Eve (PM) (when it is not a student day of school) and one half (0.5) day paid holiday on New Year's Eve (PM) (when it is not a student day of school). These two (2) half (0.5) day paid holidays will not count against the guaranteed thirteen (13) contractual paid holidays in this article.

Should the Wednesday before Thanksgiving be a student day in a school year members will receive a floating holiday within that school year. Scheduling of any such floating holiday is subject to supervisory approval.

- B) The Superintendent or his/her designee shall meet with the Association Representatives to discuss the particular holidays upon adoption of the school calendar.

ARTICLE XIV ISSUE DISCUSSION

The purpose of this procedure is to provide an orderly method for the discussion of issues among members of this bargaining unit and the administration.

- A) Whenever an employee has an issue which s/he wishes to discuss with the Supervisor, s/he should meet privately to discuss the issue and attempt to resolve it. If the issue is an Association issue, the Association President and the employee(s) affected may discuss the issue with the Assistant Superintendent of Personnel and attempt to resolve it.
- B) If resolution does not occur, the employee may notify the Association President. An Issue Discussion Committee of the Association would meet to consider the issue, to examine various ways of dealing with it, and to decide whether to pursue it further.
- C) If the Committee decides the issue is not a grievance, then the employee and the Committee may meet with the employee's immediate supervisor in an attempt to reach resolution.
- D) If resolution is not reached, then the employee and the Committee may refer the issue to the Assistant Superintendent for Personnel.
- E) If resolution is not reached upon review with the Assistant Superintendent for Personnel, the employee and the Committee may refer the issue to the Superintendent. After meeting and

discussing the issue with the employee and the Committee, the Superintendent will render a decision which shall be final.

ARTICLE XV GRIEVANCE PROCEDURE

Section 1

The Purpose of this Procedure is to provide an orderly method for the settlement of a dispute between the parties over the interpretation, application or claimed violation of any of the provisions of this Agreement. Such dispute shall be defined as a grievance under this Article. The grievant may elect to have an Association Representative present at any and all phases of the grievance process.

Step 1

The grievant must initially present his/her grievance to his/her immediate supervisor in a meeting to occur no later than seven (7) working days from the onset of the grievance. At this meeting the grievant shall provide the immediate supervisor in writing a statement of the nature of the grievance, the section(s) of the Agreement being grieved and a suggestion for remedy(ies). The immediate supervisor shall respond in writing to the grievant no later than seven (7) working days from the receipt of the written notice of grievance.

Step 2

If the grievance is not settled at Step 1, the grievant may, within seven (7) working days of receiving his/her immediate supervisor's written response to the grievance, deliver a copy of the written grievance to the superintendent's designee who shall, within three (3) working days after receipt, give his/her written answer.

Step 3

If the grievance is not settled by the designee's written answer in Step 2, the grievant may appeal within three (3) working days of receipt of reply in Step 2 by giving written notice of such appeal to the Superintendent or designated representative who shall discuss the matter with the Association's Grievance Committee within ten (10) working days of receipt of the notice of appeal. The Superintendent or designated representative shall give written answer to the grievant within five (5) working days after the close of the discussion.

Step 4

If the grievance is not settled by the written answer of the Superintendent or designated representative, the grievant may further appeal by giving written notice thereof to the Superintendent within five (5) working days of the conclusion of Step 3. The Superintendent will within five (5) working days after the receipt of the appeal submit the grievance to the designated representative of the Board of Education ("Board Representative") who, with the Superintendent, shall discuss the same with the Association's Grievance Committee within ten (10) working days of receipt of the grievance from the Superintendent.

Section 2. Arbitration

Step 1

If the grievance is not settled by the written answer of the Board Representative, the grievant may further appeal by giving written notice thereof to the Board of Education within five (5) working days after receipt of the written answer of the Board Representative. The parties shall then with reasonable promptness, agree to the appointment of an impartial Arbitrator and submit the grievance to him/her for decision. If unable to agree on an Arbitrator within two (2) weeks of the above written notice, the Arbitrator shall be chosen by the rules of the American Arbitration Association.

Step 2

- (a) The arbitration proceeding shall be conducted under the rules of the American Arbitration Association.
- (b) The Arbitrator shall have no power or authority to add to, subtract from, modify, change or alter any of the provisions of this Agreement.
- (c) The decision of the Arbitrator shall be final and binding upon the Parties.
- (d) Fees and expenses of the Arbitrator shall be borne equally by the Parties.

Section 3

If the District or any designated representative thereof fails at any step to hold a conference or give an answer within the time limits provided, the grievant at his/her election may advance to the next step in this procedure.

ARTICLE XVI POSTING OF VACANCIES

- A) When a job vacancy occurs, a representative of the District must notify the Association President within five (5) working days from the time the vacancy occurs, or within five (5) working days from the action taken by the Board, whichever occurs first. If a written response to said notification is not made to the Superintendent or designated representative within ten (10) business days of the receipt of said notification, other sources will be contacted to fill said vacancy. When this position is filled, a written notice will be sent to the Association President on the status of the position. In the event a bargaining unit member applies for the vacancy, an interview shall be granted.
- B) Upon hiring an employee, Civil Service form P-100 is to be sent to Civil Service for approval. Upon request by the employee, a copy of the approved P-100 from Civil Service will be sent.

ARTICLE XVII
ASSIGNMENTS AND PROMOTIONS

- A) Area of Assignment - All persons appointed to positions within this bargaining unit shall be required to take and pass the applicable Civil Service Examination for that classification. All appointments and promotions shall be in accordance with Civil Service eligibility criteria. The District reserves the right to reassign employee within the same title.
- B) Salary Notices - An employee's scheduled compensation shall be communicated to the employee by means of a Salary Notice on or prior to June 15, except where negotiations relating to compensation for the following School Year are not yet completed, in which case the said Notice shall contain information as to assignment only.

When a change in assignment is made, the employee and the Association President shall be notified of new title and salary within five (5) working days of the time when the change is made.

C) Promotion Procedure

Except for training or unusual situations or situations beyond control of the District, employees will not be expected to assume new duties without the proper compensation. Should the appointment not become permanent or the employee not successfully complete the probationary period, s/he shall be returned to his/her original position at the prevailing rate of pay.

- D) Should the involuntary transfer of an employee be contemplated such transfer shall be made only after a meeting between the employee and the immediate supervisor, at which time the employee shall be notified as to the reasons for the transfer. Final disposition of the involuntary transfer shall be made by the Superintendent.

ARTICLE XVIII
SUBSTITUTES

In the event of a temporary or substitute assignment, the assigned person shall meet the minimum qualifications for the position and be paid according to the rate noted on Schedule C for the assigned position.

ARTICLE XIX
SAVINGS CLAUSE

If any provision of this Agreement is subsequently declared by the proper legislative or judicial authority to be unlawful, unenforceable or not in accordance with the applicable statutes or ordinances, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement.

ARTICLE XX
TAYLOR LAW CLAUSE

A) Section 204-a of the Civil Service Law

Agreements between public employers and employee organization:

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 therefor, shall not become effective until the appropriate legislative body has given approval."

2. Every employee organization submitting such a written agreement to its members for ratification shall publish such notice, include such notice in documents accompanying such submission and shall read it aloud at any membership meeting called to consider such ratification.
3. Within sixty (60) days after the effective date of this act, a copy of this section shall be furnished by the chief fiscal officer of each public employer to each public employee. Each public employee employed thereafter shall upon such employment be furnished with a copy of the provisions of this section.

ARTICLE XXI
ASSOCIATION RIGHTS

- A) Use of School Facilities - The Association shall have the right to use school buildings for meetings, without cost and at reasonable times, after prior notification to and approval of the building administrator.
- B) Use of School Mail - The Association shall have the right to use interschool mail.
- C) Bulletin Boards - The Association shall have the right to use a bulletin board within each building in which a member of the Association is employed.
- D) Notification to Association - A copy of each report to the Civil Service Commission concerning hiring, transfer, promotion or change in classification (P-100) covering an employee represented by the Association shall be sent to the Association President when it is filed with the Civil Service Office.
- E) There shall be periodic meetings between the Assistant Superintendent for Personnel, the Association President and one other Association representative to discuss areas of concern.

ARTICLE XXII
EVALUATIONS

- A) Each employee shall be evaluated by his/her immediate supervisor at least once per year.
- B) The evaluation form shall be the same for all members of the unit. It shall be developed by the administration. A copy of the written evaluation is to be furnished to the employee within ten (10) working days after the evaluation has been completed. The employee shall sign the original and may append his/her comments of same and it shall be placed in the employee's personnel folder on file in the building of primary assignment.
- C) In the event of a failure of the District to comply with the evaluation procedures outlined above, the employee may request in writing that said evaluation be completed. If no evaluation is completed after such a request is made, the employee can presume that the rating is satisfactory.

ARTICLE XXIII
EMPLOYEE'S PERSONNEL FILE

- A) There shall be one personnel file maintained in the main office of the building of primary assignment. Said file may be expected to contain all pertinent employment information relating to said employee.
- B) The employee, upon written request, shall have the right to review the contents of his/her personnel file. Pre-employment correspondence shall be excluded from such review. Said review shall be in the District office and under the supervision of the Superintendent or his/her designee.

ARTICLE XXIV
NEGOTIATIONS GROUND RULES

- A) The dates and times for negotiating sessions will be set in advance by mutual agreement.
- B) Sessions will normally last no longer than two (2) hours, but may be extended by mutual consent.
- C) The parties shall exchange proposals for a successor agreement at the first scheduled session. Once the exchange has been made no further proposals will be introduced by either party except by mutual consent. The initial exchange of proposals will be made between the Superintendent and the Association President and/or their designees.
- D) Each proposal shall be discussed on an individual basis, but there shall be no requirement as to agreement on one item before moving to the next.
- E) As items are agreed to, they will be initialed by the spokesman for each group.
- F) There shall be no press releases by either side unless by mutual agreement until a Fact Finder's recommendation is made public. At the point of impasse, the Superintendent and the

Association President shall issue a press release announcing the fact that an impasse has been declared.

G) Each side will be permitted a maximum of five (5) persons to be present at negotiating sessions.

ARTICLE XXV SICK BANK

A Sick Bank, established 1 July 1981, shall be administered by the District according to the following guidelines and shall be available to unit employees whose accumulated sick leave has been exhausted.

A) The Sick Leave Bank shall consist of the contribution of two (2) days of accumulated sick leave from each participating unit employee. Those who choose not to participate may not join the bank for one (1) year thereafter.

B) The maximum number of days in the bank shall not exceed four (4) days times the number of unit Employees.

C) The bank may only be replenished when the days remaining in the bank reaches fifteen (15) or less, by the contribution of two (2) additional days per member.

D) First year employees may participate in the bank immediately upon hire by contributing two (2) sick days. However, these employees are not eligible to draw from the sick bank until they have completed one (1) year of service. Members beyond one (1) year of service may also join the sick bank between the first work day of the school year and October 1 of the same school year by contributing two (2) days. However, such employees are also not eligible to draw from the sick bank for one (1) year after joining.

E) Only participating eligible employees may draw on the bank.

F) An employee must first exhaust all of his/her paid leave options (sick, vacation, etc.)

G) The school district may require medical documentation of any claim to the bank at any time.

H) An employee on workers' compensation shall not be permitted to draw on the bank.

I) The purpose of the bank is to provide for lengthy periods of illness, pregnancy-related disability, and non-work related injury.

J) Eligible employees may draw on the bank based on the following guidelines:

1. One (1) day for each year of full time continuous employment with the Fayetteville-Manlius District; plus
2. One (1) day for each two (2) days of accumulated sick leave as of the beginning of the school year in which the consecutive absence due to illness began.

3. The number of days shall be limited to the number of days arrived at by combining J.1 and J.2.
- K) Should a member cease to contribute to the Sick Bank after having made a contribution to it previously, s/he may draw from the bank only those days which s/he personally contributed.
- L) In the event that a new eligible member wishes to join the Sick Bank and the number of days in the Bank is at its maximum, the new member will be allowed to join by having his/her contribution of days replace those of the member who has resigned or retired. If the new employee is actually an addition to the staff, then the maximum number of days allowed would automatically increase in number to allow his/her participation.

ARTICLE XXVI STUDY COMMITTEE

The District and the Association shall create a committee composed equally of District and Association members to study and make recommendations to the Superintendent on the placement on the salary/rate schedule of new positions within this unit, and regarding the abolition of new positions within this unit as soon as reasonably possible. If new titles are to be added, they shall be placed within the salary/rate schedule in accordance with Onondaga County Civil Service Grade Classification.

ARTICLE XXVII EXTERNAL RESPONSIBILITIES

The School District shall assume any legal responsibility which might be incurred as a result of the first aid given by any employee in this Association, providing said Employee has used, in the District's opinion, sound and reasonable judgment in rendering said aid.

ARTICLE XXVIII TERM OF AGREEMENT

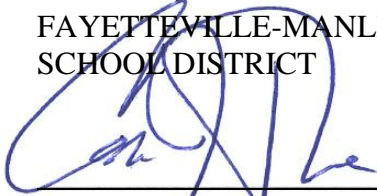
This agreement shall take effect July 1, 2021 and continue in full force and effect through June 30, 2024, and shall continue in full force thereafter unless either party by written notice to the other elects to reopen the agreement to negotiations. Said notice must be given no later than December 31, 2023. Shall neither party give due notice, the agreement shall continue in full force and effect for one additional year. If neither party requests, in writing, that negotiations begin, the current collective bargaining agreement, including the salary increase percentages agreed to for the last year of the contract will be extended for one more school year. After that additional year, should the parties begin bargaining, the Triborough Amendment would continue to cover terms and conditions of employment and benefits (but not salary).

If either party formally requests negotiations and bargaining in good faith begins prior to the end of the current collective bargaining agreement but continue past the end of the agreement, Triborough rules would apply (no salary increases). Both parties understand that this only applies when neither party formally requests, by the stated date, that negotiations begin. In such instance, the understanding is that both parties want the current terms and conditions, including salary increases,

to be extended for one year. Such one-year extension only applies to the school year immediately following the end date of the current collective bargaining agreement and cannot be extended past this one additional year.

THE PARTIES HERETO, intending to be legally bound, hereby agree to the terms set forth herein.

FAYETTEVILLE-MANLIUS
SCHOOL DISTRICT



Craig Tice, Ph.D.
Superintendent of Schools

10/5/21
Date

FAYETTEVILLE-MANLIUS EDUCATION
SUPPORT PERSONNEL ASSOCIATION



Susan McHale
Association President

10/5/21
Date

SCHEDULE A
RATE OF PAY: PROBATIONARY & PERMANENT EMPLOYEES
 (less than 7 full school years) (Article III, A. Wages)

New employees are placed at probationary rate of rate/salary schedule. After completion of fifty-two (52) week probationary period, employee is placed at permanent rate of rate/salary schedule.

Annual Increases:

- 2021-22 school year 3.25%
- 2022-23 school year 3.25%
- 2023-24 school year 3.25%

New hires and employees with less than seven (7) full school years						
Position / Title	2021-22		2022-23		2023-24	
	<i>Probation</i>	<i>Permanent</i>	<i>Probation</i>	<i>Permanent</i>	<i>Probation</i>	<i>Permanent</i>
Acct Clerk 1	\$19.26	\$21.76	\$19.88	\$22.47	\$20.53	\$23.20
Clerk 2 / Typist 2	\$20.90	\$23.45	\$21.58	\$24.21	\$22.28	\$24.99
Acct Clerk 2	\$22.51	\$25.14	\$23.24	\$25.96	\$24.00	\$26.80
Payroll Clerk	\$25.58	\$25.58	\$26.41	\$26.41	\$27.27	\$27.27

SCHEDULE B
RATE OF PAY: AFTER COMPLETION OF SEVEN (7) FULL SCHOOL YEARS
 (Article III, A. Wages)

After completion of seven (7) full school years			
Position / Title	2021-22	2022-23	2023-24
Acct Clerk 1	\$23.32	\$24.08	\$24.86
Typist 2 / Clerk 2	\$25.14	\$25.96	\$26.80
Acct Clerk 2	\$26.90	\$27.78	\$28.68

Payroll Clerk starting rates are listed above. For the duration of this collective bargaining agreement, payroll clerks will receive an increase of 3.25% for each year of the contract, said increase will be given each July 1. When a payroll clerk completes 7 full school years, for that year will receive an increase of 7% for that year only (inclusive of the 3.25% for that year.)

**SCHEDULE C
SALARY/RATE SCHEDULE FOR SUBSTITUTES**

- All ESP Titles Substitute Rate as established by the district.
- Clerical Unit Retiree Substitute Rate will be \$1.00 above the ESP sub rate.
- Clerical Unit Retiree Long Term Substitute Rate (requires a commitment of over 10 consecutive days) will be \$4.00 above the ESP sub rate.

**SCHEDULE D
NEW EMPLOYEE VACATION DAYS
(Article XII – Vacation, Section B.1)**

VACATION DAYS				
ESP start date on*	Eligible for 1 vacation day after 3 months	Eligible for additional days after 6 months	Date vacation day(s) to be used by:	Vacation accrual for new school year (beginning July 1) for time worked in starting year (1st year)
July 1	October 2	January 2	June 30	10
August 1	November 2	February 2	June 30	10
September 1	December 2	March 2	June 30	10
October 1	January 2	April 2	June 30	9
November 1	February 2	May 2	June 30	8
December 1	March 2	June 2	June 30	7
January 1	April 2	July 2	June 30 (3 mo) Next Year June 30 (6 mo)	6
February 1	May 2	August 2	June 30 (3 mo) Next Year June 30 (6 mo)	5
March 1	June 2	September 2	June 30 (3 mo) Next Year June 30 (6 mo)	4
April 1	July 2	October 2	Next Year June 30 (3 mo) Next Year June 30 (6 mo)	3
May 1	August 2	November 2	Next Year June 30 (3 mo) Next Year June 30 (6 mo)	2
June 1	September 2	December 2	Next Year June 30 (3 mo) Next Year June 30 (6 mo)	1

* If start date is not the 1st of the month, to calculate the eligibility date, add 3 months and 1 day for first vacation day and then add 3 months for second vacation day.

APPENDIX A (1)
NOTIFICATION OF ELECTION AS TO PARENTAL AND/OR MATERNITY LEAVE

Today's Date
(at least 3 months prior to date leave will begin)

Anticipated Due Date

TO: Superintendent of Schools
Fayetteville-Manlius School District

You are hereby notified in accordance with Article IV, Section B.2 that the undersigned elects to take the leave(s) designated below.

_____ 1. Parental Leave of Absence without pay (B.2.a)

According to my current best estimate, the parental
leave of absence shall commence
_____, and shall terminate
_____, (in accordance with the
applicable provisions of Article IV, B.3).

_____ 2. Sick Leave during pregnancy-related disability (B.2.b).

Note: Physician must complete Appendix A (2) pre-delivery (in conjunction with this form) and Appendix A (3) post-delivery.

Employee Name

Employee Signature

APPENDIX A (2)
SICK LEAVE DURING PREGNANCY-RELATED DISABILITY

I have examined _____ on _____.

It is my professional medical opinion that, as of _____

she will be physically unable to perform the duties of her position. At this time it is my best

estimate that this disability will cease on _____.

DATED: _____

Physician's Name

Physician's Signature

APPENDIX A (3)
SIX WEEKS AFTER DELIVERY

I have examined _____ on _____.

It is my professional medical opinion that her pregnancy-related disability will cease on

_____ and that she will be able to return to full-time working the next day.

DATED: _____

Physician's Name

Physician's Signature

APPENDIX B
REQUEST FOR SERIOUS FAMILY SICK LEAVE

REQUEST FOR SERIOUS FAMILY SICK LEAVE

To request paid sick leave for absences related to a serious family illness, please complete this form and submit it to your administrator or supervisor prior to the start date of the requested leave.

- Verbal notice will not be accepted.
- Documentation supporting the need for leave must be included with this request.

Employee name (print clearly): _____

Department: _____

Administrator/Supervisor: _____

Requested leave START and END dates: _____

Number of days of paid sick leave requested _____

I wish to take intermittent leave during the following days and hours:

DAYS	Monday	Tuesday	Wednesday	Thursday	Friday
HOURS					

I am requesting paid serious family sick leave and am attesting that this request meets the guidelines qualifying as a serious family illness.

Employee Signature Date

Administrator Signature Print Name Date

Approved: Yes No