

# **AGREEMENT**

*Between The*

**LANSING CENTRAL SCHOOL  
DISTRICT**

*And The*

**LANSING SCHOOL SERVICE  
ASSOCIATION**

*July 1, 2022 through June 30, 2026*

## Table of Contents

ARTICLE I – RECOGNITION .....	1
ARTICLE II – EMPLOYMENT .....	2
ARTICLE III – INSURANCE .....	5
ARTICLE IV – LEAVES.....	8
ARTICLE V – PAID HOLIDAYS.....	17
ARTICLE VI – VACATION POLICY .....	17
ARTICLE VII – RETIREMENT .....	19
ARTICLE VIII – SALARY INCREASES .....	21
ARTICLE IX – MISCELLANEOUS PROVISIONS.....	22
ARTICLE X – NEGOTIATIONS PROCEDURES.....	23
ARTICLE XI – GRIEVANCE PROCEDURES AND RESOLUTIONS OF ASSOCIATION - BOARD OF EDUCATION DISAGREEMENTS.....	24
ARTICLE XII – SPECIFIC PROVISIONS FOR AIDES, LIFEGUARDS, MONITORS, ADMINISTRATIVE ASSISTANT I, ADMINISTRATIVE ASSISTANT II, KEYBOARD SPECIALISTS, CLERKS, AND RECEPTIONISTS .....	26
ARTICLE XIII – SPECIFIC PROVISIONS FOR CAFETERIA WORKERS.....	28
ARTICLE XIV – SPECIFIC PROVISIONS FOR MECHANICS AND BUILDINGS AND GROUNDS .....	29
ARTICLE XV – SPECIFIC PROVISIONS FOR TRANSPORTATION .....	32
ARTICLE XVI – SPECIFIC PROVISIONS FOR SECRETARIES .....	37
ARTICLE XVII – SPECIFIC PROVISIONS FOR DAY CARE WORKERS.....	37
ARTICLE XVIII – SPECIFIC PROVISIONS FOR TECHNOLOGY SUPPORT .....	38
ARTICLE XIX – OVERTIME, TRAINING AND LONGEVITY .....	39
ARTICLE XX – DURATION .....	41
APPENDIX A – GRIEVANCE REPORT FORM .....	42
APPENDIX B – TIME AWAY REQUEST FORM .....	43
APPENDIX C – BREAST / PROSTATE CANCER SCREENING LEAVE FORM .....	45
APPENDIX D: EXTRA COMPENSATION REQUEST FORM .....	46

## ARTICLE I - RECOGNITION

- A. The Board of Education of the Lansing Central School District hereby recognizes the Lansing School Service Association as the exclusive negotiating agent for the service unit at Lansing Central School. The service unit shall consist of all persons regularly employed by the School District as Administrative Assistant I, Administrative Assistant II, Custodians, Cleaners, Floating Cleaners, Maintenance Workers, Couriers, Clerks, Bus Drivers, Aides, Cafeteria Workers, Mechanics, Groundskeeper, Microcomputer Specialists, Microcomputer Technician, Day Care Workers, Lifeguards, Transportation Secretary, Monitors, Receptionists, Keyboard Specialists and Secretaries. Excluded from the service unit are all temporary employees, the Secretary to the Superintendent, Secretary to the Business Administrator, Payroll Coordinator, Purchasing Clerk, Personnel Clerk, and the District Treasurer.

The Board of Education agrees to negotiate exclusively with the Lansing School Service Association and agrees not to negotiate with any service organization other than the Lansing School Service Association for the duration of the Agreement.

The Lansing School Service Association affirms that it does not assert the right to strike against any government, to assist in any such strike, or to impose an obligation to conduct, assist or participate in such a strike.

- B. Employees shall be entitled to have membership dues for the Association and its affiliates collected via payroll deduction. Such authorization shall continue from year-to-year unless revoked in writing by the employee, with signed notice of revocation via U.S. mail to the union during the NYSUT revocation period. Upon receipt of written authorization from the employee directing payroll deduction, the District/CBO shall deduct and remit the biweekly dues from the regular salary of each employee. For new hires, such deduction is to begin no later than thirty (30) days after the effective date of employment, provided written authorization for payroll deduction has been received.

Each payroll period, the District will provide the Association with a breakdown of deductions by employee. In the event an employee notifies the District that he or she wishes to revoke his or her membership in the Association, irrespective of payroll deduction status, the District must notify the Association's President or designee by email of the employee's statement within one (1) day of the notice provided by the employee to the District. The Association will indemnify and hold the District harmless against claims arising for the application of the terms of this Article.

## ARTICLE II - EMPLOYMENT

### A. Definitions

#### 1. Service Units

The following units are designated in the Lansing Central School District: Aides and Monitors, Cafeteria, Buildings and Grounds, Transportation, Secretaries, Day Care Workers, Technology Support, Keyboard Specialists, Transportation Aide, Lifeguards, Clerks and Receptionists.

#### 2. Service Employees

An individual permanently employed in one (1) or more service units.

#### 3. Temporary Employee

(a) A person hired on the work force to fill in for an emergency or in the absence of a regular employee or one hired for less than a full school or calendar year. Persons hired in this category will be informed at the time of employment or appointment as to the temporary nature of the position.

(b) A former employee hired to assist and train another service employee in the performance of and responsibilities of their position. Persons hired in this category will be informed at the time of employment or appointment as to the temporary nature of the position and they will be compensated at a pay rate commensurate to the salary they were receiving prior to leaving full-time service to the School District.

#### 4. Part-Time Employee

A person who works less than forty (40) hours per week.

#### 5. Full-time Employee

A person who works forty (40) hours a week for twelve (12) months.

### B. Time Clocks/Time Cards

Time clocks will be used to calculate time worked for employees. The District shall provide training annually relative to the use of time clocks.

### C. Rates of Pay (*Effective July 1, 2018*)

The Board of Education reserves the right to pay newly hired employees above the agreed upon starting rates in the contract based on work experience and/or education in

their job title. The starting rates for newly hired employees with experience and/or education will be commensurate to the rates paid to existing employees with similar years of experience and/or education.

D. Vacancies

In the event of a vacancy or creation of a new position, a description of the position to include duties, requirements and salary range shall be posted for a minimum of two (2) weeks (ten [10] working days) period, in each building and/or service employee unit. The District will also notify employees of the vacancy in an all staff e-mail. Seniority of qualified current employees shall be given full consideration. Applications must be submitted within specified time limits. Interested employees of the bargaining unit meeting the qualifications of the position and all requirements of the School District and Civil Service will be interviewed. Vacancy notices posted during recess periods will be sent to the home addresses of the Association President, Vice President, Secretary and Treasurer for distribution.

In the event an employee does not give two (2) week notice, the District may post and fill the vacancy within five (5) days.

E. Layoff, Resignation and Retirement Notice

In the event of separation of employment in the form of a layoff, resignation or retirement, a minimum of two (2) weeks notice shall be given to or by an employee.

F. Probationary Period

The probationary period for all classified Civil Service Employees shall be eight (8) to fifty-two (52) weeks.

G. Evaluation

The purpose of evaluation is to improve job performance and to provide positive assistance and support in that regard.

1. At least once each year, each support staff employee will receive a written evaluation of his/her job performance. First year employees shall have a follow-up conference. All other employees may have a follow-up conference at the request of the employee or the request of the supervisor.
2. A support staff employee will receive a copy of all written evaluations, given the opportunity to sign the document and attach written comments, all of which will be placed in the personnel file. An employee's signature acknowledges receipt of the document and not agreement with its contents. The employee's signature and written comments shall be received within fifteen (15) business days of receipt of the evaluation.

3. Any written evaluation of a support staff employee will be placed in the employee's personnel file.

H. Personnel File

Each employee has a personnel file that documents his/her work history in the District.

1. A support staff employee will receive copies of commendations, evaluations and disciplinary materials being placed in his/her file.
2. A support staff employee will have access to his/her personnel file in the presence of an administrator/supervisor or designee. This access will be arranged within five (5) business days of the time of the request.
3. Disciplinary action shall be based on material contained in the support staff employee's personnel file, except in cases of gross misconduct or insubordination, and /or conduct which endangers the health, safety, welfare or morals of students and employees.

- I. Should a complaint regarding an employee be made to any member of the administration and the administration determines that such complaint may influence the employee's evaluation, the administration shall notify the individual and offer to meet with the employee and a Lansing School Service Association representative if the employee so desires.

J. Fingerprinting

Newly hired employees shall pay the District fifty percent (50%) of the charges associated with fingerprinting at the time of their hire. Employees who continue employment with the School District beyond six (6) months from the date of hire will receive reimbursement for that fifty percent (50%). The District will make every effort to issue this reimbursement within one (1) month. This clause will not apply to substitutes and or temporary employees and will be applied prospectively from the signing date of this Agreement.

K. Unauthorized Absences

Deductions in salary shall be made for unauthorized absences. The amount of these deductions will equal the number of hours missed times the employee's hourly wage rate. Unauthorized, unpaid absences may lead to progressive discipline.

**ARTICLE III - INSURANCE**

**A. Health Insurance**

1. Active bargaining employees will contribute the following rate for health insurance coverage under the Blue Cross/Blue Shield of Central New York or an equivalent with the same guarantees offered by such plan.

	<u>Individual Plan</u>	<u>Family Plan</u>
July 1, 2022	19.5%	19.5%
July 1, 2023	20.0%	20.0%
July 1, 2024	20.0%	20.0%
July 1, 2025	20.0%	20.0%

2. The Major Medical deductible during the term of the collective bargaining agreement will be one hundred fifty dollars (\$150) per individual and four hundred fifty dollars (\$450) per family effective January 1, 2014.

Effective January 1, 2023, the primary Major Medical Plan shall be Excellus Classic Blue or its equivalent. Individuals wishing to participate in the Excellus Platinum Plan may notify the business office of this designation during open enrollment. Once designated, the ability to select a different level of coverage is governed by the Plan document. As of January 1, 2023, an employee participating in a Platinum Plan may not elect to participate in the Classic Blue Plan or any higher plan. For employees electing to participate in the Platinum Plan only, the District will contribute \$500.00 towards the cost of a flexible spending account (“FSA”). This shall be a one-time contribution by the District and shall not be renewed after June 30, 2025. The District shall host informational sessions annually and provide information related to coverage under the Classic Blue Plan and Platinum Plan for the purpose of employee education prior to making a health plan selection.

*(Beginning As soon as possible)*

3. The prescription drug co-payment shall be zero dollars (\$0) for Tier 1 Medications, ten dollars (\$10) for Tier 2 Medications, and twenty-five dollars (\$25) for Tier 3 Medications (3T2a).
4. Effective July 1, 2013, upon retirement in accordance with Article VII, the retiree will be entitled to health insurance. The retiree shall pay sixteen percent (16%) plus one hundred fifty dollars (\$150) for an individual plan or sixteen percent (16%) plus three hundred dollars (\$300) for a family plan and a prorated share of the District’s portion of the premium based on number of years of service with the District, as outlined in Article VII. The District shall pay the remaining share of the health insurance premium. The covered surviving dependents may remain employees of the group as long as they pay the full premium.

Effective July 1, 2020, upon retirement in accordance with Article VII, the retiree will be entitled to health insurance. The retiree shall pay twenty percent (20%)

for an individual plan or twenty percent (20%) for a family plan and a prorated share of the District's portion of the premium based on number of years of service with the District as outlined in Article VII. The District shall pay the remaining share of the health insurance premium. The covered surviving dependents may remain employees of the group as long as they pay the full premium.

*(Beginning July 1, 2018)*

5. Any employee participating in the health insurance program at the time of retirement, with fifteen (15) or more years of continuous service immediately preceding retirement to the District may, upon retirement, sign a waiver of District health insurance at Medicare eligibility for both the employee and spouse and receive a one-time stipend of twenty-five thousand dollars (\$25,000) deposited into a non-elective 403 (b) retirement plan. The employee must notify the District of his/her intent to retire by February 1 of the fiscal year prior to his/her planned retirement in order to receive this benefit. The Superintendent may extend this date at his/her discretion.

6. The District will offer an annual stipend to employees as follows:

All unit members who have been employed for at least one fiscal year are eligible for an annual taxable payment in the event that the member declines health insurance coverage from Lansing CSD. The unit member must maintain alternate group health insurance coverage in order to be eligible. The annual payment will be:

For individuals employed prior to July 1, 2022, and who had waived coverage in the prior fiscal year: one thousand five hundred dollar (\$1500.00) for a single plan, and three thousand dollars (\$3000.00) for a family plan.

For individuals hired after July 1, 2022: one thousand five hundred (\$1500.00) for a single coverage plan or a family coverage plan for those who had waived coverage in the prior fiscal year.

Employees choosing to take part in this provision must do so during the open enrollment period or upon hiring. Employees who opt out may opt back into the District plan during the annual July open enrollment period. Employees who have opted out may also opt back in during the course of any fiscal year in which there has been a life-altering event as determined by the IRS. In such cases, the individual will be responsible for repaying the stipend to the District on a prorata basis, during the fiscal year. In order to be eligible for this benefit, employees must provide the Business Administrator with acceptable proof of affordable health insurance coverage, which may include, but is not necessarily limited to a current insurance card and a plan document or plan summary. Eligibility for the individual or the family amount will be determined by the



alternate plan in which the unit member is enrolled. Employees wishing to participate in this benefit cannot seek/receive coverage from the state-based health insurance exchange. This benefit will not be extended to Unit Members who otherwise (through a spouse) have a District provided health insurance benefit.

*(Beginning July 1, 2018)*

7. The District will pay 10 month employees' contribution for health insurance during the months of July and August, but 10 month employees will be responsible for repaying the District through payroll deductions. If a 10 month employee resigns or is terminated from employment before September 1 of any year then the employee will be responsible for the full amount of the July and August health insurance premium (the employee's contribution and the District's contribution). If a 10 month employee resigns or is terminated from employment during the school year following the July and August that the District pre-paid for a 10 month employee's health care contribution and the employee has not fully repaid the District for the July and August contribution then the employee must repay the District for any outstanding balance or health insurance will be terminated retroactively to the last date paid.

B. Eligibility Rules for Health Insurance

Unless the carrier then providing insurance coverage for the District requires otherwise, the following provisions shall apply. If the carrier's requirements are more restrictive, they shall supersede the requirements listed in Section 2.

1. To be eligible for health insurance, the employee (a) must have a minimum salary of two hundred forty-five dollars (\$245) per week during the first year of the contract; two hundred sixty-five dollars (\$265) per week during the second year of the contract, two hundred eighty-five dollars (\$285) per week during the third year of the contract and three hundred ten dollars (\$310) for the fourth year of the contract, or (b) work at least thirty (30) hours per week. Those employees with less than the above amounts can receive health insurance as long as they pay the full premium.

Any full-time employee who makes less than three hundred ten dollars (\$310) but more than two hundred fifty dollars (\$250), and had health insurance in the 1991-1992 school year, will continue to be eligible for health insurance.

2. Normally an employee must sign up for participation within one (1) month of availability or employment, whichever is later. Coverage will be effective on the first day of the second month following application.
3. Employees must sign up for a full year.
4. Participating employees will be continued in the Plan until participation is withdrawn in writing.

5. Where circumstances warrant, the Superintendent may waive one (1) or more of the above requirements.

C. Dental Insurance

Non-teaching bargaining unit employees may participate in the same Dental Insurance Plan as the one covering teaching employees.

If the non-teaching employee elects to participate in the Dental Insurance Plan, the cost of coverage will be deducted from pay on a monthly basis.

The District will pay dental insurance premiums as follows:

Employee	Family
100%	This amount shall be prorated after dividing evenly from the remaining pool of monies after the individual premiums have been paid.

The District's cost for individual and family dental insurance shall not exceed fifty thousand Dollars (\$50,000).

D. Flexible Spending Plan

The District will maintain a Flexible Spending Plan for medical care and dependent care reimbursement. Should the District choose to seek an alternate provider and/or the current provider ceases to provide such benefits, the new plan offered to the employees will provide equivalent benefits and features.

The District will pay all administrative costs associated with the Medical Care Reimbursement Account and the Dependent Care Reimbursement Account.

**ARTICLE IV - LEAVES**

A. Sick Leave

1. The allocating of sick leave will be in accordance with the following work schedules:

- Twelve (12) month employees will receive twelve (12) days.
- Eleven (11) month employees will receive eleven (11) days.
- Ten (10) month employee will receive ten (10) days.

2. Crediting of sick leave shall be on the following basis: On July 1 of each year the employee will be credited with his/her full allocation for that year. New employees, those returning from an unpaid leave of absence, and those whose anniversary dates are other than July 1 shall, for purposes of clarifying

accumulation, have their sick leave prorated for the initial year and thereafter be granted their full allocation as of July 1.

3. Unused sick leave may accumulate for a maximum of two hundred (200) days for all service unit employees.
4. Days are defined to be that particular employee's workday which are not necessarily eight (8) hours.
5. In the event of personal injury, it shall be the duty of both Association and employer when presented with a legitimate claim, to lend every effort to facilitate and expedite employee benefits under Workers' Compensation coverage. Sick leave used in conjunction with compensation claims will be restored to the employee when the District is reimbursed for the costs by the insurance carrier.
6. A statement of accumulated sick leave shall be furnished to each employee upon request. Employees who work less than eight (8) hours per day will have sick time logged in hours.

*(Beginning July 1, 2018)*

7. A doctor's note may be required at the request of the Superintendent or supervisor for an absence of three (3) or more consecutive days or upon suspected abuse of sick leave.

Abuse for the purpose of this section may include;

- a. excessive use of sick leave on the Friday before or the Monday (more than four (4) times in a year) subsequent to a weekend,
  - b. three (3) or more consecutive years of the exhaustion of an employees sick leave without medical verification of a chronic health care condition,
  - c. repeated requests for the use of sick leave the last scheduled workday before and the first scheduled workday after a holiday or vacation.
8. Sick leave related to a planned medical procedure must be requested in advance, as soon as the employee becomes aware of the date of the procedure.

#### B. Personal Leave

Employees will be permitted four (4) days per year, not to be deducted from sick leave days, for business or personal emergencies which cannot be attended to except during school hours. Unused days at the end of a school year will be allowed to accumulate up to a total of five (5). All days earned in excess of five (5) will be added to accumulated sick leave. (This will not increase the cumulative total of sick leave as expressed in Section A. 3. above.)

C. Death In The Family

In the event of a death in the family of an employee, the effected employee shall be granted the following paid leaves:

1. Up to five (5) days of paid absence due to the death of a spouse, child, brother, sister, parent, grandparent, grandchild, resident of household. Others not defined as family herein may be included at the discretion of the Superintendent. Such decision of the Superintendent may not be subject to the grievance process.
2. Up to two (2) days of paid absence due to the death of an aunt, uncle or cousin. Others not defined as family herein may be included at the discretion of the Superintendent. Such decision of the Superintendent may not be subject to the grievance process.

D. Leave Request

1. Other than "sick time" all leave requests including unpaid leave/deduct time shall be submitted to the service employee's immediate supervisor. The immediate supervisor shall submit the leave request to the Superintendent or his/her designee with his/her recommendation for approval or denial. In the event the leave request is denied by the immediate supervisor, he/she must attach a written explanation of the reason(s) for such denial.

The Superintendent or his/her designee, at his/her sole discretion, shall approve or deny each request. No leave time will be taken without prior approval.

2. To the extent possible, requests for leave time shall be made with a minimum of forty-eight (48) hours prior to the start of said leave.

E. Association Leave

The Lansing School Service Association shall have up to forty (40) hours per school year for the President and/or designee to attend to Association business. Such leave is contingent upon approval of the Superintendent. Requests for leave shall be made as soon as practical.

F. Jury Duty Leave

On submission of written proof of the necessity of jury service or attendance at court pursuant to subpoena or other court order not as a party to litigation, any service employee shall be granted a leave of absence with pay for such purpose providing any remuneration received for such service be reimbursed to the District.

G. Family Medical Leave Act (FMLA) Leave

Employees will be eligible for FMLA leave pursuant to the Law.

For the purpose of calculating FMLA leave time, the District will use the School Fiscal Calendar year.

\* Parties agreed to change Time Away Request Form to read Unpaid Leave/Deduct Time. (See Appendix B)

*(Beginning July 1, 2018)*

H. Sick Bank

1. Purpose

The purpose of the Sick Leave Bank is to provide additional sick leave days to Lansing Central School District support staff employees in the event of a prolonged serious illness, injury, accident or operation to the employee or someone in their immediate family as defined in Section C. above. The Sick Leave Bank will not be used for optional, elective or voluntary procedures. Days may be requested from the Bank only after the employee has exhausted all his/her accumulated sick time, vacation time and personal business days.

2. Eligibility

All employees of the Lansing Central School District support staff working under the terms and conditions of the Lansing School Service Association Collective Bargaining Agreement who are eligible for sick leave benefits and have three (3) years of continuous unbroken service to the District.

3. Funding, Repayment and Participation Rights

- a. Effective July 1, 2022, the Sick Bank will be funded in hours, not days. On July 1, 2022, the number of days in the Sick Bank will be multiplied by eight (8) hours to determine the total number of hours in the bank.
- b. Contributions to the Bank will occur as follows. Only July 1 following their date of hire, newly hired employees will contribute the equivalent of one (1) day of paid sick leave to the Bank. Additionally, each employee will donate the equivalent of one (1) day of their sick leave to the Bank on July 1 of each year. EXAMPLES: An employee who works an 8 hour day will contribute 8 hours to the sick bank. An employee who works 5 hours a day will contribute 5 hours to the sick bank. An accounting of hours remaining in the Bank will be made each June 30. However, should the Bank contain at least six hundred (600) hours on that date, only new employees will be required to donate to the Bank.

In the event the Bank is depleted and drops below six hundred (600) hours, all employees shall be required to donate the equivalent of one (1) day to help refund

the Bank regardless of the standard number of hours worked by the employee per day.

- c. The current cap on the number of sick days in the Bank will be one thousand six hundred (1,600) hours.
- d. Employees who borrow from the Bank shall be required to reimburse the Bank on July of each school year as follows:

<u>Balance of Days/Hours Owed</u>	<u>Repayment Amount</u>
1-10 days (0-80 hours)	the equivalent of 1 day
11-30 days (81-240 hours)	the equivalent of 2 days
31-50 days (241-400 hours)	the equivalent of 3 days
51-100 days (401-800 hours)	the equivalent of 4 days
101+ days (801+ hours)	the equivalent of 5 days

The Association will manage the reimbursement and issue a report to the District before July 1, of each year.

Additionally, if a Support Staff employee who borrows from the Sick Leave Bank separates from District for any reason still owing days to the Sick Leave Bank then the employee must contribute any available leave he or she has upon separation to the Sick Leave Bank, up to the amount owed.

- e. An employee will lose the right to use the benefits of the Bank by:
  - 1. Termination of employment with the Lansing Central School District.
  - 2. Suspension without pay during the period of suspension.
  - 3. Any abuse or misuse of the rules of the Sick Leave Bank. including but not limited to;
    - a. falsification of sick leave documents,
    - b. failure to supply requested documentation of medical conditions at the request of the Sick Leave Bank Committee,
    - c. evidence of a pattern of abuse of sick time,
      - i. evidence of multiple years of usage of sick time immediately before or after a holiday,
      - ii. evidence of multiple years of usage of sick time on Mondays and Fridays,



- iii. evidence of multiple years of usage of over 50% or more of an employee's earned sick leave without medical evidence of a prolonged serious illness, injury, accident or operation.
  - f. When the Committee determines the number of days to be awarded to an employee, the number of days shall be multiplied by the number of hours in the employee's standard work day to determine the number of hours that will be deducted from the Bank.
- 4. Sick Leave Bank Committee
  - a. The Sick Leave Bank Committee will consist of three (3) employees including the Superintendent of Schools/or his or her designee, and two (2) employees of the Lansing School Service Association. The bargaining employees on the Committee will be appointed by the Lansing School Service Association President.
  - b. To be approved for membership on the Sick Leave Bank Committee an employee must have a good attendance record.
  - c. The Sick Leave Bank Committee will meet on an as needed basis to consider qualified requests.
  - d. By a unanimous decision, the Committee shall determine the number of days approved up to fifteen (15) per request and reserves the right to approve, disapprove, or modify the days requested.
  - e. The Committee may grant Sick Bank Requests for terms longer than fifteen (15) days based upon extenuating circumstances satisfactory to the Committee.
  - f. The Committee may refuse to consider an application that does not contain the required information.
  - g. Any decision of the Sick Leave Bank Committee is final and shall not be subject to the grievance procedure.
- 5. Use of Sick Bank
  - a. For the first ten years of employment, beginning on the employee's first anniversary of employment, the maximum number of hours a participant can draw from the Sick Leave Bank will be capped at two hundred (200) times the number of hours in an employee's standard work day. For example, if an employee's standard work day is 6 hours, the maximum number of hours the participant can draw is twelve hundred (1200) [200 x 6 = 1200]. There shall be a maximum lifetime cap of hours equal to three hundred (300) times the number of hours in an employee's standard work



day. For example, if an employee's standard work day is 7 hours, the maximum number of hours the employee can draw over the employee's lifetime is twenty-one hundred (2100) [300 x 7 = 2100].

- b. Employees must use all available sick leave, vacation time and personal business leave prior to receiving days from the Sick Bank. An employee who suffers a qualifying event, which extends at least ten (10) days beyond the available sick leave, may apply for a grant from the Sick Leave Bank on the appropriate form.
- c. If an employee does not use all of the days granted from the Sick Bank, the unused Sick Leave Bank days will be returned to the Sick Bank.
- d. The Sick Leave Bank may only be used for the employee's own personal illness.
- e. Sick leave from the Sick Leave Bank may not be used for disabilities that qualify the employee for Workers' Compensation Benefits. (Sick Leave Bank participants receiving sick leave in lieu of Workers' Compensation, due to a contested claim, will be responsible for reimbursing the Sick Bank should they be awarded Worker's Compensation.)
- f. Each separate application for a grant from the Bank must include a new physician's statement and an application on an appropriate Sick Leave Bank Form.
- g. All requests to draw upon the Bank must be made upon a Sick Leave Bank Request Form and be submitted to the Committee.
- h. All requests to draw upon the Bank must be accompanied by the Sick Leave Bank Physician's Statement confirming the cause of illness or confinement and certifying the existence of a disability to perform assigned duties. The employee's physician must personally sign the form. The Committee will not honor any physician's statement unless it is on the official Sick Leave Bank Physician's Statement Form.
- i. The Sick Leave Bank Committee shall have the right to request additional medical information if it deems such information necessary as well as the right to have the applicant examined by a School Physician or a physician designated by the School Physician, at the employee's cost. This physician's report is to be sent directly to the Superintendent of Schools to be submitted to members of the Committee for action.
- j. In case an employee's incapacity is of such a nature that he/she cannot personally apply with the Sick Leave Bank, his/her application may be submitted to the Committee by his/her agent or employee of his/her family on his/her behalf.

6. Donations

- a. Employees may also donate additional sick leave to designated sick bank participants should those participants exhaust their accumulated sick leave while providing care for an immediate family member who is sick with the Sick Leave Bank Committee's expressed approval. The donating employee shall determine the number of hours to be donated to the Bank. The decision of the Sick Leave Bank Committee is final.

7. Forms and Guidelines

- a. All forms (Sick Leave Bank Request Form and Physician's Statement Form) shall be available in the Human Resource office and shall be sent to any employee at his/her request.
- b. Copies of all completed forms shall be kept on file in the District files of the Sick Leave Bank in the office of the Superintendent of Schools.
- c. The Association shall maintain all records regarding the operation of the Bank. A report on the status of the Sick Leave Bank will be made available to Sick Leave Bank Committee members upon request. Additionally, the Association will provide the Payroll office with a report when Sick Leave Bank leave is granted and also provide the District a yearly report before July 1st detailing all Sick Bank Leave taken and the balances of days left.

These guidelines may be amended upon recommendation of the Sick Leave Bank Committee followed by the approval of the Superintendent of Schools and the Lansing School Service Association Executive Committee.

Procedures for deciding any questions not covered herein:

Any questions concerning regulations or application for sick leave days that may arise after adoption of this policy and not specifically covered herein, shall be submitted to the Sick Leave Bank Committee for consideration.

I. Job Abandonment

If an employee is absent from work for a five (5) day period without notification to his or her immediate supervisor, the employee will be deemed to have voluntarily abandoned his or her position and will be terminated from employment. The decision to terminate the individual from employment may not be challenged under any potentially applicable due process procedure, including, but not limited to, Civil Service Law Section 75 or the grievance procedure of this Agreement.

## ARTICLE V - PAID HOLIDAYS

- A. Eleven (11) month and twelve (12) month employees will receive eleven (11) days per year, subject to below:

New Year's Day\*  
Martin Luther King, Jr. Day\*  
Famous American's Day/President's Day  
Floating Holiday  
Memorial Day\*  
Independence Day  
Labor Day  
Columbus Day/Indigenous Peoples Day  
Thanksgiving Day\*  
Friday Following Thanksgiving  
Christmas

- B. When school is closed for Veterans' Day or Juneteenth, the day will be a paid holiday for all twelve (12) month employees.
- C. All ten (10) month employees will receive the seven (7) paid holidays delineated by an asterisk (\*).
- D. Unless prior written approval has been obtained, employees must work the last scheduled workday before and the first scheduled workday after a holiday or vacation period in order to receive holiday pay. Special circumstances may be appealed to the Superintendent of Schools.
- E. Written approval must be obtained from an employee's immediate supervisor prior to the use of the floating holiday except when the floating holiday is being used to cover for a snow day or other emergency closing.
- F. Unless prior written approval has been obtained, employees (Due to DOT Regulations Transportation Mechanics will not have to obtain prior written approval.) must work the last scheduled workday before and the first scheduled workday after a holiday or vacation period in order to receive holiday pay. Special circumstances may be appealed to the Superintendent of Schools.

## ARTICLE VI - VACATION POLICY

- A. This section shall be applicable to all full-time employees as follows:
1. Vacation is an earned benefit. Full vacation allotments will be credited annually each July 1, of each school year.

2. Newly hired full-time employees (with less than a year of service to the District) will earn vacation at a rate of eight hundred thirty-three hundredths (.833) day(s) per full month of service to the District. These earned vacation days will be credited to the employee on July 1.

*Example: William Lansing is hired on September 1, 2013. Mr. Lansing works from September 1, 2013 to June 30, 2014. Mr. Lansing is credited 8.3 (.833 x 10 months) days of vacation on July 1, 2014.*

3. Employees with one (1) to five (5) years of service in the District will earn paid vacation at the rate of ten (10) work days per year.
4. Employees with six (6) years of service in the District will earn paid vacation at the rate of eleven (11) workdays per year.
5. Employees with seven (7) years of service in the District will earn paid vacation at the rate of twelve (12) workdays per year.
6. Employees with eight (8) years of service in the District will earn paid vacation at the rate of thirteen (13) workdays per year.
7. Employees with nine (9) years of service in the District will earn paid vacation at the rate of fourteen (14) workdays per year.
8. Employees with ten (10) to fourteen (14) years of service in the District will earn paid vacation at the rate of fifteen (15) workdays per year.
9. Employees with fifteen (15) years or more of service in the District will earn paid vacation at the rate of twenty (20) workdays per year.
10. Earned vacation is credited on July 1 of each succeeding fiscal year.
11. An employee whose initial effective date of employment is other than July 1 will begin earning vacation at the start of the next succeeding month.
12. Vacation time must be used within twelve (12) months following the year in which it is credited. However, twelve (12) month employees covered under Article VI will be entitled to carryover five (5) unused vacation days into the next fiscal year which must be used by December 31.
13. Employees resigning prior to providing six (6) months of service will not be compensated for any vacation time.
14. If a legal holiday occurs while an employee is on vacation, it shall not be considered as one of the vacation days to which the employee is entitled.
15. The District encourages twelve (12) month employees to use their vacation during non-school periods. However, employees may take their vacations at any

time subject to advanced approval of the immediate supervisor except in case of emergency.

- B. Determination of vacation schedules for the above personnel is a responsibility of the Superintendent of Schools.

## ARTICLE VII - RETIREMENT

- A. Retirement benefits for eligible employees shall be as provided under the New York State Employees' Retirement Plan (non-contributory career plan Section 75I for Tier I and Tier II). (Members of Tier III & Tier IV contribute per New York State Retirement Plan Article 14 & 15. Tier V members contribute per New York State Retirement Plan Article 15.)

*(Beginning July 1, 2018)*

- B. Employees who retire at age fifty-five (55) or older with fifteen (15) years or more of continuous service with the District immediately preceding retirement, or who have twenty (20) cumulative years of service with the District having completed at least 5 continuous years of that service immediately preceding retirement, will receive fifty percent (50%) of the individual's daily salary for each unused, accumulated sick day. Approved leaves of absence will not be considered a break in service under this provision.

Payment of these monies shall be made solely as a non-elective employer contribution on behalf of the retiring employee to a Section 403-b plan of the employee's choice within the list of choices available at the District office and eligible to receive employer contributions, subject to the contribution limits outlined in the United States Internal Revenue Code. The payment will be made within six (6) weeks of the employee's retirement or no later than December 31, of the year the employee retires should he/she request a deferment of such payment.

No employee may receive cash in lieu of or as an alternate to the District's non-elective contribution(s) described herein or in Section C., below. In the event the amount of the contribution exceeds IRC maximum contribution limits, the employer agrees to remit such excess amount on the first business day of the calendar year following retirement to the 403(b) program in accordance with the maximum contribution limits under the IRC.

This agreement shall be subject to IRC regulations and IRS regulations and IRS rulings. Should any part of the agreement be declared contrary to law, all other parts shall continue in full force and effect to the extent possible. The Association and the District shall meet and, if possible, alter those parts declared contrary to law to provide the same or similar benefit which conform to the original intent of this Section or Section C., below.

C. Retirement Bonus

A bonus at retirement of thirty-five percent (35%) of the employee's annual salary will be paid to employees who retire at the age of fifty-five (55) or older with fifteen (15) years or more of continuous service with the District immediately preceding retirement, or who have twenty (20) cumulative years of service with the District having completed at least 5 continuous years of that service immediately preceding retirement. Approved leaves of absence will not be considered a break in service under this provision.

Payment of these monies shall be made solely as a non-elective employer contribution on behalf of the retiring employee to a Section 403-b plan of the employee's choice within the list of choices available at the District office and eligible to receive employer contributions, subject to the contribution limits outlined in the United States Internal Revenue Code. The payment will be made within six (6) weeks of the employee's retirement or no later than December 31, of the year the employee retires should he/she request a deferment of such payment.

No employee may receive cash in lieu of or as an alternate to the District's non-elective contribution(s) described herein or in Section B., above. In the event the amount of the contribution exceeds IRC maximum contribution limits, the employer agrees to remit such excess amount on the first business day of the calendar year following retirement to the 403(b) program in accordance with the maximum contribution limits under the IRC.

This agreement shall be subject to IRC regulations and IRS regulations and IRS rulings. Should any part of the agreement be declared contrary to law, all other parts shall continue in full force and effect to the extent possible. The Association and the District shall meet and, if possible, alter those parts declared contrary to law to provide the same or similar benefit which conform to the original intent of this Section or Section B., above.

- D. In order to be eligible for health insurance benefits in retirement, an employee hired prior to July 1, 2010 must have been in the District service for a minimum of fifteen (15) continuous years immediately preceding retirement, or have twenty (20) cumulative years of service with the District having completed at least 5 continuous years of that service immediately preceding retirement.

If an employee has less than fifteen (15) continuous years of service immediately preceding retirement, or less than twenty (20) cumulative years of service with the District having completed at least 5 continuous years of that service immediately preceding retirement, he/she can obtain insurance on a prorated basis.

Example: The individual will assume 1/15 of the District's portion of the premium for each year less than fifteen (15) continuous years of service immediately preceding retirement.

In order to be eligible for health insurance benefits in retirement, employees hired after July 1, 2022 must have a minimum of twenty (20) years of continuous service in the District immediately preceding retirement.

In order to be eligible for health insurance benefits in retirement, employees hired after July 1, 2010 must have a minimum of twenty (20) years of continuous service in the District immediately preceding retirement. If an employee has less service, he/she can obtain insurance on a prorated basis based upon the following formula. Example: The individual will assume 1/20 of the District's portion of the premium for each year less than twenty (20) years of service at the time of retirement.

- E. Employees retiring on or after September 1, 1998, who elect to subscribe to Medicare Part B shall be responsible for one-half (1/2) or fifty percent (50%) of the standard premium. Employees retiring on or after September 1, 2018, who elect to subscribe to Medicare Part B shall be responsible for one-half (1/2) or fifty percent (50%) of the standard premium plus the full amount of any penalty incurred should they choose to enroll late pursuant to the rules of Medicare.

For purposes of this Article it will not be considered a break in "continuous service" if a employee is laid-off and placed on a recall list then recalled from the same recall list latter. However, it will be considered a break in service if the person refuses a call back from the recall list.

#### **ARTICLE VIII - SALARY INCREASES**

*(Retroactive to July 1, 2017)*

- A. Salary increase for all unit employees will be:

2022-2023: \$0.60 increase per hour, plus an additional \$0.05 per hour for each consecutive year of service in the District.

2023-2024: 4.00% increase to the employee's hourly rate.

2024-2025: \$0.80 increase per hour.

2025-2026: 4.00% increase to the employee's hourly rate.

## ARTICLE IX - MISCELLANEOUS PROVISIONS

- A. Tuition for non-resident children of non-resident service employees will be one thousand dollars (\$1,000) per year for each child attending Lansing Central School District effective July 1, 2013.

Tuition for non-resident children requiring extraordinary services will reflect the cost to the District of these extraordinary services not to exceed the tuition paid by non-resident children not covered by this Agreement.

- B. All proposals of the Lansing School Service Association for the term of this Agreement have been discussed and negotiated and such negotiations are now completed.
- C. The District acknowledges its obligation to indemnify its employees from financial loss arising out of claim for negligence pursuant to Section 3023 of the Education Law.
- D. Up-to-date Civil Service Rules and Regulations along with job descriptions can be found on the Tompkins County Civil Service and New York State Civil Service websites. Should a job description for a new title in this bargaining unit not be available through Civil Service, the District will provide the Association's President (or designee) with a copy upon request, so long as the District has a copy of the job description.
- E. Mileage for travel approved by the Superintendent or his/her designee shall be paid at the allowable rate established by the IRS.
- F. Cell Phone Policy

The School District and the Association recognize there are some bargaining employees, who by the nature of their work, are required to be accessible by telephone regardless of the time of day, day of the week, or geographical location.

If the School District **requires** an employee to carry a wireless communication device in order to perform his/her duties pursuant to paragraph one (1) above, the employee, with approval from the Superintendent of Schools, or his/her designee, will obtain a wireless telephone. The obtaining of such a device will occur by one of two methods;

- a.) The employee will personally acquire a wireless telephone and access/service plan of his/her own  
or
- b.) The employer will supply the employee with a School District owned wireless telephone.

The choice of how such a device is obtained will be at the discretion of the employee.

Employees who choose to acquire their own wireless telephone will be compensated in the form of a stipend. The monthly stipend will be set at thirty-five dollars (\$35) for the 2013-2014 school year, forty dollars (\$40) for the 2014-2015 school year, forty-five dollars



(\$45) for the 2015-2016 school year and fifty dollars (\$50) for the 2016-2017 school year. This stipend will be distributed in equal amounts throughout the school year in the bi-weekly paychecks of effected employees.

Employees who choose to use a School District supplied wireless telephone will be responsible for reimbursing the Lansing Central School District for personal use of the wireless communication device.

## ARTICLE X - NEGOTIATIONS PROCEDURES

### A. Procedures

Either party may notify the other by January 15 in the final year of the duration of this contract of its desire to amend the provisions of this Agreement. In such event, the parties shall meet at a mutually agreeable time thereafter and exchange all proposals for modification of this Agreement. All proposals shall be submitted in precise, specific, written contract language. No new additional proposal may be made by either party after this first meeting. Meetings shall not exceed three (3) hours except as extended by the mutual agreement and shall be held at a time agreed upon.

### B. Negotiating Teams

Neither party in any negotiations shall have control over the selection of the representatives of the other party and each party may select its representatives from within or outside the School District. While no final Agreement shall be executed without ratification by the Association and the Board of Education, the parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, consider proposals, and reach compromise in the course of negotiations.

### C. Exchange of Information

Both parties and/or the Superintendent shall furnish each other upon reasonable request, all available information pertinent to the issue(s) under consideration.

### D. Consultants

The parties may call upon consultants to assist in preparing for negotiations, and to advise them during conference sessions. The expense of such consultants shall be borne by the party requesting them.

### E. Reaching Agreement

When consensus is reached covering the areas under discussion, agreements will be initialed by both parties and the proposed Agreement shall be reduced to writing as a Memorandum of Understanding and submitted to the Association and Board of

Education for approval. Following approval by a majority of the Association membership and by a majority of the Board of Education, the Board of Education will take such action upon the recommendations(s) submitted as are necessary to make them official.

## **ARTICLE XI - GRIEVANCE PROCEDURES AND RESOLUTIONS OF ASSOCIATION - BOARD OF EDUCATION DISAGREEMENTS**

### **A. Purpose**

It is the purpose of this procedure to secure, at the lowest possible level, equitable solutions of alleged grievances of support staff and to provide for resolution of disagreement between the two (2) parties to this Agreement.

### **B. Definitions**

A grievance is an alleged violation of a specified Article or Section of this Agreement.

### **C. Procedures**

1. Nothing contained herein will be construed as limiting the right of any support staff having a grievance to discuss the matter informally with any member of the Administration and to adjust the grievance in a way mutually acceptable to the support staff and the Administration. Such adjustments need not however be considered as precedent for future cases.
2. A support staff who has a grievance may, if he/she wishes, ask the Association Grievance Committee or other representative to assist him/her, to advise him/her, or to represent him/her, or to refrain, at any Stage in the adjustment of his/her grievance.
3. A grievance can be instituted only by a support staff or group of support staff or the Association.
4. The Board of Education and the Association agree to facilitate any investigation which may be required and to make available relevant documents and records concerning the alleged grievance within ten (10) school days when practical. If the District is unable to make available the relevant documents and records within this time frame, the District will notify the Association President or his/her designee of this inability and shall simultaneously provide an estimated time for the documents and records to be available.
5. All documents and records dealing with the processing of a grievance shall be preserved.

D. Time Limits

1. The time limits specified in this Article may be extended only by mutual agreement. The term "days" refers to school days except during the summer when "days" shall mean weekdays.
2. All alleged grievances shall be brought to the attention of the appropriate administrator by any aggrieved party within thirty (30) days of the time the aggrieved party knew of the act or conditions involved.
3. If the decision at one Stage is not appealed to the next Stage of the procedure within the time limit specified, the grievance will be deemed to be discontinued and further appeal under this Agreement will be barred.

E. Stages of the Procedure

Grievance

Any aggrieved party will discuss its alleged grievance with the administrator immediately responsible, with the objective of resolving the matter informally. If the grievance is not resolved informally or if the aggrieved party wishes to appeal the decision of the administrator consulted, the aggrieved party will proceed as follows:

Stage 1

The aggrieved party will present in written form the matter of grievance to the building principal or supervisor responsible. The written report shall include the names of all persons relevant to the alleged grievance, the times and places involved, a general statement of the nature of the grievance, the redress sought by the aggrieved party, and the steps taken by the aggrieved party up to the time of submission of the written report. The building principal or supervisor shall render a written decision on the grievance within five (5) days after receipt of the complaint. If an appeal from the building principal's or supervisor's decision is desired, such appeal must be requested in writing to the Superintendent of Schools within five (5) days following the decision of the building principal or supervisor.

Stage 2

Within five (5) days of the receipt of a written appeal from an aggrieved party, the Superintendent of Schools shall hold a hearing with the aggrieved party and any representatives the party designates unless the aggrieved party waives the hearing. The Superintendent of Schools shall render a written decision within five (5) days of the hearing or notice of waiver of hearing.

Stage 3

If the aggrieved party is not satisfied with the decision at Stage 2, an appeal shall be filed in writing with the Board of Education within five (5) days after the decision at Stage 2.

The Board of Education shall hold a hearing on the grievance in Executive Session to include parties of interest within thirty (30) days of receipt of the written appeal. The Board of Education shall render a decision, in writing, on the grievance within five (5) days of the hearing.

#### Stage 4 – Arbitration Stage

1. After such hearing, if the appealed party is not satisfied with the decision at the Board of Education Stage, and the Association determines that the grievance is meritorious, it may submit the grievance to arbitration by written notice to the Board of Education within fifteen (15) school days of the decision at the Board of Education stage.
2. Within ten (10) school days after such written notice of submission to Arbitration, the Board of Education and the Association will agree upon a mutually acceptable Arbitrator competent in the area of grievance and will obtain a commitment from said Arbitrator to serve. If the parties are unable to agree upon an Arbitrator or to obtain such a commitment within the specified period, a request for a list of Arbitrators will be made to the American Arbitration Association by either party. The parties will then be bound by the rules and procedures of the American Arbitration Association in the selection on an Arbitrator.
3. The selected Arbitrator will hear the matter promptly and will issue his/her decision not later than fourteen (14) calendar days from the date of the hearing, or if oral hearings have been waived, then from the date of the final statements and proofs that have been submitted to him/her. The Arbitrator's decision will be in writing and will set forth his/her findings of fact, reasoning and conclusions on the issues.
4. The Arbitrator shall have no power or authority to make any decision which requires the commission of an act prohibited by law which is violative of the terms of this Agreement.
5. The decision of the Arbitrator shall be final and binding upon all parties.
6. The costs for the services of the Arbitrator will be borne equally by the Board of Education and the Association.

#### **ARTICLE XII – SPECIFIC PROVISIONS FOR AIDES, LIFEGUARDS, MONITORS, ADMINISTRATIVE ASSISTANT I, ADMINISTRATIVE ASSISTANT II, KEYBOARD SPECIALISTS, CLERKS, AND RECEPTIONISTS**

- A. Where possible, Aides, Monitors, Keyboard Specialists, Clerks, and Receptionists shall be scheduled continuously except for a lunch break.

- B. All extra time spent, outside of regular school hours (extracurricular activities, athletic events, etc.) shall be paid for when authorized by the proper personnel.
- C. An Aide shall be excused from reporting on the last day of school in June if their work is completed. An Aide will not be paid for the excused day.
- D. If needed an Aide(s) may be assigned by the Principal or another District Administrator to substitute for a teacher(s). Aides assigned to substitute for teachers will be compensated an additional twenty-five dollars (\$25) per day above and beyond their normal compensation for three and one-half (3 ½) hours or less of such service. Aides assigned to substitute for teachers for more than three and one-half (3 ½) hours will be compensated an additional fifty dollars (\$50) per day above and beyond their normal compensation. Compensation for performing these duties will be made subsequent to the submission of the appropriate District form.
- E. Starting salaries for the duration of the contract for Keyboard Specialists, Clerks, Receptionists and Administrative Assistant I will be sixteen dollars and ninety-four cents (\$16.94) per hour for the 2021-22 contract year, seventeen dollars and nineteen cents (\$17.19) per hour for the 2022-23 contract year, seventeen dollars and forty-five cents (\$17.45) per hour for the 2023-24 contract year and seventeen dollars and seventy-one cents (\$17.71) per hour for the 2024-25 contract year and seventeen dollars and ninety-eight cents (\$17.98) for the 2025-26 contract year.

Starting salaries for the duration of the contract for Administrative Assistant II will be seventeen dollars and twenty-five cents (\$17.25) per hour for the 2021-22 contract year, seventeen dollars and fifty-one cents (\$17.51) per hour for the 2022-23 contract year, seventeen dollars and seventy-seven cents (\$17.77) per hour for the 2023-24 contract year and eighteen dollars and four cents (\$18.04) per hour for the 2024-25 contract year and eighteen dollars and thirty-one cents (\$18.31) for the 2025-26 contract year.

- F. Starting salaries for the duration of the contract for Monitors and Aides will be fifteen dollars and zero cents (\$15.00) per hour for the 2021-22 contract year, fifteen dollars and twenty-three cents (\$15.23) per hour for the 2022-23 contract year, fifteen dollars and forty-five cents (\$15.45) per hour for the 2023-24 contract year and fifteen dollars and sixty-nine cents (\$15.69) per hour for the 2024-25 contract year and fifteen dollars and ninety-two cents (\$15.92) for the 2025-26 contract year.
- G. Starting salaries for the duration of the contract for Lifeguards will be eighteen dollars and fifteen cents (\$18.15) per hour for the 2021-22 contract year, eighteen dollars and forty-two cents (\$18.42) per hour for the 2022-23 contract year, eighteen dollars and seventy cents (\$18.70) per hour for the 2023-24 contract year and eighteen dollars and ninety-eight cents (\$18.98) per hour for the 2024-25 contract year and nineteen dollars and twenty-six cents (\$19.26) for the 2025-26 contract year.
- H. In the event of the absence of the child in a one-on-one (1:1) assignment, the assigned Aide may be reassigned for the day by the Principal or another District Administrator.

- I. Eleven (11) month employees shall follow the payroll calendar for work days. Days worked in July and August will be as arranged with the administration.

### ARTICLE XIII – SPECIFIC PROVISIONS FOR CAFETERIA WORKERS

- A. Employees who are called back to work after completing their regular shift will be paid at time and one-half (1 ½) for hours worked on call-back.
- B. Any Cafeteria Workers assigned the responsibilities of the Cook will be compensated at one dollar (\$1.00) per hour above his/her rate of pay.

Any Cafeteria Workers assigned the responsibilities of the Senior Food Service Helper or the Cook/Baker position for more than one day will be compensated at one dollar and fifty cents (\$1.50) per hour above his/her rate of pay.

Any Cafeteria Worker assigned the responsibilities of Head Cook District wide will be compensated at two dollars (\$2.00) per hour above his/her rate of pay.

*(Beginning July 1, 2018)*

- C. Uniform/Clothing Allowance

Cafeteria Workers shall receive an annual shoes and pants (clothing) allowance of one hundred dollars (\$100) per person. To be eligible for allowance under this option, bargaining employees will be required to turn in receipts containing a description of the objects bought and their purchase price and fill out the appropriate School District forms. The purchase date must be between July 1 and June 1 of the school year for which reimbursement is being sought. Receipts submitted for reimbursement will be accepted from the start of each school year through June 15. Receipts submitted after June 15 will not be accepted and not repaid. Employees will be expected to maintain records of the receipts they submit for repayment. The District shall also provide employees who select this option with seven (7) District issued shirts as soon as possible after the start of the 2018-2019 school year (and at the time of hire for any new employee). Each year thereafter, the District shall provide an additional five (5) District issued shirts at the start of each school year. All employees who choose this option will be expected to wear a District issued shirt whenever on duty. Should an employee need a shirt replacement beyond the allotment, he/she will submit a clothing replacement form to the Business Office.

- D. Cafeteria Vacancies

Upon any vacancy of an existing Food Service Worker's position, the position shall be posted and announced to all present School District Food Service Workers. They shall have three (3) working days from the date of posting to apply for the position. The Superintendent, in consultation with the Cafeteria Supervisor, will determine which applicant, if any, best meets the qualifications for the position. All skills and qualifications being equal, departmental seniority shall be considered. Positions not

filled by current cafeteria employees will be posted in accordance with the normal School District vacancy procedures, including sending out an all staff email.

- E. Starting rates of pay for Food Service Workers will be fifteen dollars and zero cents (\$15.00) per hour for the 2021-22 contract year, fifteen dollars and twenty-three cents (\$15.23) per hour for the 2022-23 contract year, fifteen dollars and forty-five cents (\$15.45) per hour for the 2023-24 contract year and fifteen dollars and sixty-nine cents (\$15.69) per hour for the 2024-25 contract year and fifteen dollars and ninety-two cents (\$15.92) for the 2025-26 contract year.
- F. Starting rates of pay for the Cook/Baker will be nineteen dollars and nineteen cents (\$19.19) per hour for the 2021-22 contract year, nineteen dollars and forty-eight cents (\$19.48) per hour for the 2022-23 contract year, nineteen dollars and seventy-seven cents (\$19.77) per hour for the 2023-24 contract year and twenty dollars and seven cents (\$20.07) per hour for the 2024-25 contract year and twenty dollars and thirty-seven cents (\$20.37) for the 2025-26 contract year.
- G. Starting rates of pay for a Senior Food Service Worker will be nineteen dollars and nineteen cents (\$19.19) per hour for the 2021-22 contract year, nineteen dollars and forty-eight cents (\$19.48) per hour for the 2022-23 contract year, nineteen dollars and seventy-seven cents (\$19.77) per hour for the 2023-24 contract year and twenty dollars and seven cents (\$20.07) per hour for the 2024-25 contract year and twenty dollars and thirty-seven cents (\$20.37) for the 2025-26 contract year.
- H. Starting rates of pay for a Cook will be seventeen dollars and eighty-nine cents (\$17.89) per hour for the 2021-22 contract year, eighteen dollars and sixteen cents (\$18.16) per hour for the 2022-23 contract year, eighteen dollars and forty-three cents (\$18.43) per hour for the 2023-24 contract year and eighteen dollars and seventy-one cents (\$18.71) per hour for the 2024-25 contract year and eighteen dollars and ninety-nine cents (\$18.99) for the 2025-26 contract year.

#### **ARTICLE XIV - SPECIFIC PROVISIONS FOR MECHANICS AND BUILDINGS AND GROUNDS**

- A. For individuals who work Monday through Friday, double time will be paid for hours worked on Sundays and the Paid Holidays defined in Article V – Paid Holidays. Time and one-half (1 1/2) will be paid for hours worked on Saturdays.

This will not apply to individuals performing weekend building checks.

Throughout this Article the term “hours worked” shall be interpreted in accordance with the definitions and regulations of the Fair Labor Standards Act.

- B. In order to address the needs of the community to use the District’s schools the District reserves the right to schedule custodial and grounds crews for five (5) consecutive days starting on any given day of the week (e.g. Monday through Friday, Tuesday through Saturday, Wednesday through Sunday). Every effort will be made to assign regular

weekend work to employees hired after July 1, 1998. Double time will not be paid for Sunday when included as part of a person's workweek schedule, such as the first forty (40) hours.

- C. Custodial and Grounds Personnel will be required to punch in and out for meals and breaks. The District may require the use of time clocks for payroll purposes for custodial and grounds crew.
- D. Holidays falling within the normal workweek (Monday through Friday) will be considered hours worked for purposes of computing overtime compensation.

*(Beginning July 1, 2018)*

- E. Employees will be furnished with equipment and safety gear/clothing as appropriate and necessary for the safe completion of their tasks. (These items to include prescription safety glasses [for employees who weld and grind], gloves, boots, helmets, safety shoes (for custodians and cleaners their shoe allowance is noted in Subsection (L)), insulated outerwear, etc.) as moderation permits. The provision of such equipment and safety gear/clothing as described above will be in accordance with IRS regulations. The furnishing of the equipment and safety gear/clothing listed above will be processed within one week of the business office's receipt of the equipment replacement form found in the Appendix of this Agreement and equipment and safety gear/clothing will be supplied to the employee when received. When addressed in this manner, the District shall purchase the item to be replaced via the District's approved vendor. Alternatively, if the employee would like to purchase the item from a different vendor, the employee may do so and submit the receipt with the equipment replacement form. The employee shall be reimbursed for the actual cost of the item, or, the cost of the item if purchased through the District's approved vendor, whichever is less.

*(The reimbursement form will indicate that the employee must turn in the old equipment and safety gear/clothing and that equipment and safety gear/clothing will have identifying marks.)*

- F. Uniforms will be required for Buildings and Grounds employees and Mechanics. These employees will be furnished with five (5) changes of clothing per week. The School District agrees to locate a satisfactory uniform service and to use said service.
- G. Starting salaries for Cleaners and Courier will be fifteen dollars and zero cents (\$15.00) per hour for the 2021-22 contract year, fifteen dollars and twenty-three cents (\$15.23) per hour for the 2022-23 contract year, fifteen dollars and forty-five cents (\$15.45) per hour for the 2023-24 contract year and fifteen dollars and sixty-nine cents (\$15.69) per hour for the 2024-25 contract year and fifteen dollars and ninety-two cents (\$15.92) for the 2025-26 contract year.
- H. Starting salaries for Custodians, Groundskeepers, Maintenance Workers and Auto Mechanic Helpers will be seventeen dollars and fifty-nine cents (\$17.59) per hour for the 2021-22 contract year, seventeen dollars and eighty-five cents (\$17.85) per hour for the 2022-23 contract year, eighteen dollars and twelve cents (\$18.12) per hour for the 2023-24 contract year and eighteen dollars and thirty-nine cents (\$18.39) per hour for the 2024-25



contract year and eighteen dollars and sixty-seven cents (\$18.67) for the 2025-26 contract year.

- I. Starting salaries for Head Custodians and Auto Mechanics will be seventeen dollars and fifty-nine cents (\$17.59) per hour for the 2021-22 contract year, seventeen dollars and eighty-five cents (\$17.85) per hour for the 2022-23 contract year, eighteen dollars and twelve cents (\$18.12) per hour for the 2023-24 contract year and eighteen dollars and thirty-nine cents (\$18.39) per hour for the 2024-25 contract year and eighteen dollars and sixty-seven cents (\$18.67) for the 2025-26 contract year.

After a period of six (6) months, the rate of pay for Head Custodians and Auto Mechanics will be nineteen dollars and nine cents (\$19.09) per hour for the 2021-22 contract year, nineteen dollars and thirty-eight cents (\$19.38) per hour for the 2022-23 contract year, nineteen dollars and sixty-seven cents (\$19.67) per hour for the 2023-24 contract year and nineteen dollars and ninety-six cents (\$19.96) per hour for the 2024-25 contract year and twenty dollars and twenty-six cents (\$20.26) for the 2025-26 contract year.

- J. The purpose of shift differential pay is to compensate employees for the inconvenience experienced when assigned to shifts that fall outside of the regularly scheduled daytime shift.

Regular, full-time and part-time staff employees who are scheduled to work during either the evening (second) or night (third) shifts shall receive shift differential pay. Employees who are regularly scheduled to work during the daytime shift shall not receive evening shift differential pay for working hours between 2:00 p.m. and 8:00 p.m. if these hours are part of their normal daytime work schedule, nor shall shift differential be paid in lieu of overtime when an employee regularly assigned to the daytime shift works past 8:00 p.m.

Shift differential will not be paid to second or third shift staff employees who are re-assigned to work the regularly scheduled daytime shift during the period beginning July 1 and ending with the Friday before the start of fall interscholastic sports practices.

During the school year, when a second or third shift staff employee is temporarily re-assigned to work a shift outside of their normal schedule at the request of the School District, they will receive shift differential pay for the hours worked.

The shift differential pay is fifty cents (\$.50) per hour. Shift differential pay will be subject to overtime pay the same as a staff employee's regular base rate.

Notwithstanding any language to the contrary, it is agreed that the annualized salary for employees normally assigned to the second shift during the school year shall be distributed as follows:

For hours worked between July 1 and the first day of interscholastic sports practice in August, the annualized salary will be distributed based solely on the employee's hourly rate without shift differential. For hours worked after the first day of interscholastic

sports practice in August and June 30, the annualized salary will be based upon the employee's hourly rate, including shift differential. The district will also agree to schedule a meeting with a LSSA representative at least a month before the start of a student recess period of 5 or more work days to set the schedule for buildings and grounds employees for said recess. The schedule will be set to address the needs of the district. However, the district will make reasonable effort to accommodate scheduling needs of the affected employees as a whole.

For purposes of compensation calculations, distribution for leave days shall also be at the hourly rate of the employee that is in effect at the date the leave is taken.

- K. When an employee is asked to be "on call" by his supervisor, that employee shall be fit and available to assume the supervisor's responsibilities and shall be compensated at a rate of two dollars and fifty cents (\$2.50) per hour for the period of time he/she is "on call". If an "on call" employee is required to render service, that employee shall be paid a minimum of four (4) hours at one and one-half (1 1/2) times their regular rate of pay.
- L. When an employee is asked to do building checks, that employee shall be compensated for a minimum of two (2) hours per check. If this is in addition to a forty (40) hour work week, the rate of pay shall be one and one-half (1 1/2) times the regular rate of pay.
- M. Any Cleaner assuming the responsibilities of the Floating Cleaner position will be compensated at one dollar (\$1.00) per hour above his/her rate of pay.

*(Beginning July 1, 2018)*

- N. Cleaners & Custodians will be granted an annual shoe allowance of up to one hundred dollars (\$100). Reimbursement of the allowance will be made within sixty (60) days of the employee's presentation of both the shoes purchased and the receipt issued for such purchase. Cleaners and Custodians assigned to perform snow removal duties will be furnished with insulated outerwear and gloves.

## **ARTICLE XV - SPECIFIC PROVISIONS FOR TRANSPORTATION**

- A. The Driver handbook shall be updated and made available to all Drivers. Any change to the procedures and policies contained within shall be in writing and shall be distributed to each Driver for placement in the handbook before implementation.
- B. An annual physical examination shall be required of each Driver. Examinations are scheduled by the employer and provided by the School District medical staff. If necessary, to satisfactorily conclude or meet specific requirements of the examination, a mutually agreed upon professional evaluation may be solicited. Additional expenses so incurred, not covered by insurance, of up to fifty dollars (\$50) shall be reimbursed to the employee.

C. Stipends for Driver Training

Drivers' two (2) hour refresher training will be paid as follows:

- Drivers' regular hourly driving wage rate for all time worked.  
Monitors' two (2) hour refresher training will be paid as follows:
- Twenty-two dollars (\$22) per session or two times the Monitor's regular hourly wage rate whichever is higher.

D. If qualified regular Drivers are available, teachers will not be used for contracted runs.

E. Definition of Bus Runs

1. Contracted Run

Scheduled to run on a daily basis at a specific time on a specific route for the duration of the school year.

2. Special Run

A singular trip scheduled to meet a one-time specific need, such as an athletic trip, field trip, etc.

3. Summer Run

School District trips run between the last day of school in June through the first day of the next school year in September. Summer bus runs will be distributed as equitably as possible among interested Drivers. Drivers will only be assigned to drive more than one (1) Summer Run when there are no other interested Drivers available. Drivers will be paid at their regular driving rate. Summer Runs will be posted one (1) week prior to the close of the school year.

*(Beginning July 1, 2018)*

F. Special Runs Trips and Extra Work (i.e., Athletic Trips, Field Trips, Driver Training, Bus Washing, Assisting Mechanics, Etc.)

1. In assigning special runs, trips, and/or extra work preference shall be extended to qualified regular drivers not scheduled for a contracted run. In the interest of safety and good discipline, drivers will drive their contracted (this will include contracted runs performed by contracted substitutes) runs as a first priority. Special runs, trips and extra work will be paid at the Driver's highest regular rate for actual driving time with a minimum of one (1) hour driving/work time guaranteed per round trip or the actual hours worked, whichever is greater. After performing extra work, and/or driving a Special Run, or Trip, the trip earned extra pay dollars will be kept on a tally sheet by the garage office. One (1) tally sheet will be maintained. In the case more than one (1) Driver signs up for the trip, the trip will be awarded to the Driver with a lowest accumulated

number of earned extra dollars on the tally sheet. In the case of a Driver canceling after being awarded the trip, the dollars earned by the substitute Driver filling in for the canceling Driver will be added to the canceling Driver's tally instead of the substitute Driver's tally. In the case when the trip comes up with short notice or is unsigned, the supervisor may request a Driver take the trip. The earned extra pay dollars for that trip will be added to the Driver's tally. Tally sheets shall be updated by noon each Tuesday with available information.

The tally starts at zero (0) on the first day of a new school year. New Drivers hired during the school year will have their tally amount start with the same number as the highest Driver.

If a Driver is present in the bus garage when the District must make an emergency, sick child, or swimming run, that Driver shall have the right of first refusal to make the run. If more than one Driver is present in the bus garage and expresses an interest in making such run, the Transportation Supervisor shall decide which Driver will make the run. If no such Driver requests to make such a run, the Transportation Supervisor shall utilize any Driver or Driver/Mechanic available.

2. If a trip extends through a regular meal time, the School District agrees to compensate eligible employees up to the appropriate Federal per diem meal rate. Reimbursement will be made subsequent to the provision of proper documentation of such expense.

Meals will be reimbursed when the trip is longer than four (4) hours, and occurs during approved meal hours. (Breakfast: 7:00 a.m. to 9:00 a.m., Lunch 11:00 a.m. to 1:00 p.m., Dinner 5:00 p.m. to 7:00 p.m.) Meal times will be unpaid, i.e. thirty (30) minutes at the layover rate will be deducted for each meal reimbursed. Overnight trips will follow existing practice for meal times.

3. When a Driver completes a run subsequent to their contracted time period, they will be compensated upon a special payroll for their additional time.
4. When a Driver reports in for a special trip and prepares a bus and then is notified that the trip is cancelled, the Driver shall be paid for two (2) hour at the Driver's regular rate of pay.
5. Available Drivers who wish to drive summer runs can be assigned by seniority. In the event the scheduled Driver cannot drive, the next senior Driver on the list will be called. If a vacancy occurs two (2) hours or less before departure time, the supervisor may utilize the first available Driver.

G. Route Bidding/Route Assignments/New Trips

1. All contracted runs will be bid on an annual basis. Driver seniority will be considered when filling those runs.

2. When a run is open because of vacancy, interested Drivers will bid upon the open run. Driver seniority will be considered when filling the run. The vacancy must be caused by resignation, retirement or the creation of a new run.
3. Runs which are modified in a minor way are not included in the category of vacancy.
4. The runs will be posted and application made in the manner described in Article II of this Agreement.
5. New Trips Occurring During School Year

When a trip is regularly scheduled and run for at least thirty (30) days, the trip will be posted and bid upon by interested Drivers. Driver seniority will be considered when filling the trip. The trip will be contracted at the actual run time and at the Driver's regular rate of pay.

#### H. Miscellaneous

1. If a Driver is issued specific instructions as to the manner of executing his/her duties while transporting students such as stopping points, manner or location of receiving or discharging students, direction of travel, etc., that are in serious conflict with that Driver's observation and concern as to the welfare and safety of the students, the Driver shall make known his/her concern to the Superintendent of Schools in writing.
2. If the practice giving rise to the serious conflict and concern in the Driver is directed to be continued, this shall be in writing.
3. Under certain circumstances Drivers are paid for regular trips, even though they are not run. Examples are snow days; inclement weather; change in school calendar reducing total number of days.

In addition to the above, under certain circumstances the regular run of a Driver and a Monitor (bus) transporting a student(s) to School Districts other than Lansing may be canceled due to a variety of issues outside the employee's control. The Transportation Supervisor will assign the effected Driver and the Monitor (bus) to other duties within the transportation department. The Driver and or the Monitor (bus) may request to leave for the day. If such a request is granted they will be given deduct time for the hours lost.

4. Starting rates for Drivers shall be Twenty-two dollars and fifty-one cents (\$22.51) per hour for the 2021-22 contract year, twenty-two dollars and eighty-five cents (\$22.85) per hour for the 2022-23 contract year, twenty-three dollars and nineteen cents (\$23.19) per hour for the 2023-24 contract year and twenty-three dollars and fifty-four cents (\$23.54) per hour for the 2024-25 contract year and twenty-three dollars and eighty-nine cents (\$23.89) for the 2025-26 contract year. Starting salaries for the duration of the contract for Transportation Secretaries will be sixteen dollars and ninety-four cents (\$16.94) per hour for the 2021-22

contract year, seventeen dollars and nineteen cents (\$17.19) per hour for the 2022-23 contract year, seventeen dollars and forty-five cents (\$17.45) per hour for the 2023-24 contract year and seventeen dollars and seventy-one cents (\$17.71) per hour for the 2024-25 contract year and seventeen dollars and ninety-eight cents (\$17.98) for the 2025-26 contract year.

After a period of six (6) months, the rate of pay for Transportation Secretaries will increase by one dollar and fifty cents (\$1.50).

A Transportation Secretary assigned to perform driving duties will be paid the starting rate of a new Driver during their first year of employment when performing driving duties. In each subsequent year of employment their rate of pay for driving will increase by the same percentage rate as that of other employees of the bargaining unit. Individuals who have past experience as a Driver and accept the position of a Transportation Secretary and are assigned to driving duties will be given credit for their past driving experience as it pertains to pay.

5. Layover rate for special trips for the duration of the contract:
  - a) Fifteen dollars (\$15.00) per hour for each year of the contract.
6. Deductions in salary for unauthorized absence, shall be 1/ divided by number of days paid for annually of the annual base salary for the run from which absent.
7. A Driver has the right to one (1) representative of his/her choice from the transportation workers to be present at any regular scheduled meeting pertaining to the performance of his/her job.
8.
  - a) Drivers hired prior to January 1, 1992 will be compensated for at least one and one-half (1 1/2) hours per contract run. This will include all pre-checks and post-checks as required by law, and cleaning and fueling.
  - b) Drivers hired on or after January 1, 1992 will be compensated for at least one and one-quarter (1 1/4) hours per contract run. This will include all pre-checks and post-checks as required by law, and cleaning and fueling.
9. If a Driver has a run switched or modified at the District's request, the Drivers will continue to get the same rate as on the old run.
10. At all times a Mechanic or Mechanical Assistant shall be available for road emergencies.
11. One (1) new jacket will be provided to transportation employees every four (4) years. A committee of three (3) transportation department employees chosen by the unit and the transportation supervisor will recommend the type of jacket to be purchased to the business administrator for approval, who will make the final decision. The selection of these jackets will change every four (4) years from

winter to spring wear. The care and use of these jackets while on duty is a condition of employment and as such, the employee will be responsible for replacing lost or destroyed jackets.

12. Commercial Driver License (“CDL”) reimbursement. The District will reimburse the cost of a Driver’s Commercial B license fee if the employee has been employed with the District for at least one year.

#### **ARTICLE XVI - SPECIFIC PROVISIONS FOR SECRETARIES**

- A. Starting salaries for Secretaries to Principals and Secretaries to Administrators will be seventeen dollars and sixty cents (\$17.60) per hour for the 2021-22 contract year, seventeen dollars and eighty-six cents (\$17.86) per hour for the 2022-23 contract year, eighteen dollars and thirteen cents (\$18.13) per hour for the 2023-24 contract year and eighteen dollars and forty cents (\$18.40) per hour for the 2024-25 contract year and eighteen dollars and sixty-eight cents (\$18.68) for the 2025-26 contract year.
- B. With prior approval of their supervisor, eleven (11) and twelve (12) month secretaries shall be excused from work when school is closed due to inclement weather or emergency closings. However, if a Secretary is absent from school due to inclement weather or an emergency closing without first securing approval from his/her supervisor, he/she will be obligated to take the day as a personal day or a vacation day depending on the circumstances of his/her absence.
- C. All eleven (11) month Secretaries hired after July 1, 2000 and twelve (12) month Secretaries will receive eleven (11) paid holidays per year:

New Year’s Day*	Independence Day	Christmas Day*
Martin Luther King Day*	Labor Day	
Famous American’s Day	Columbus Day*	
Floating Holiday	Thanksgiving Day*	
Memorial Day*	Friday following Thanksgiving	

Eleven (11) month Secretaries hired prior to July 1, 2000 will have fourteen (14) paid holidays per year inclusive of the above listed eleven (11). When school is closed for Veterans’ Day, the day will be a paid holiday for all twelve (12) month Secretaries.

#### **ARTICLE XVII - SPECIFIC PROVISIONS FOR DAY CARE WORKERS**

- A. Starting salaries for Day Care Workers will be fifteen dollars and zero cents (\$15.00) per hour for the 2021-22 contract year, fifteen dollars and twenty-three cents (\$15.23) per hour for the 2022-23 contract year, fifteen dollars and forty-five cents (\$15.45) per hour for the 2023-24 contract year and fifteen dollars and sixty-nine cents (\$15.69) per hour for the 2024-25 contract year and fifteen dollars and ninety-two cents (\$15.92) for the 2025-26 contract year.

Starting salaries for Assistant Director and/or Activities Director will be sixteen dollars and ninety-four cents (\$16.94) per hour for the 2021-22 contract year, seventeen dollars and nineteen cents (\$17.19) per hour for the 2022-23 contract year, seventeen dollars and forty-five cents (\$17.45) per hour for the 2023-24 contract year and seventeen dollars and seventy-one cents (\$17.71) per hour for the 2024-25 contract year and seventeen dollars and ninety-eight cents (\$17.98) for the 2025-26 contract year.

- B. Any Day Care Worker who is qualified and assigned the responsibilities of the Assistant Director shall be compensated at one dollar (\$1.00) per hour above employee's rate of pay. Any Day Care Worker who is qualified and assigned the responsibilities of the Director shall be compensated at two dollars (\$2.00) per hour above the employee's regular pay rate.

*(Beginning July 1, 2018)*

- C. Up to two (2) children of day care workers shall be permitted to attend the program offered by the District at no charge while their parent/parents are performing day care services for the District. Children of day care workers who participate in the day care program during hours in which their parent/parents are not performing day care services for the District will be charged at a rate of 50% of the regularly charged fee for such care.

#### **ARTICLE XVIII - SPECIFIC PROVISIONS FOR TECHNOLOGY SUPPORT**

- A. Starting salaries for the Microcomputer Technician will be seventeen dollars and sixty cents (\$17.60) per hour for the 2021-22 contract year, seventeen dollars and eighty-six cents (\$17.86) per hour for the 2022-23 contract year, eighteen dollars and thirteen cents (\$18.13) per hour for the 2023-24 contract year and eighteen dollars and forty cents (\$18.40) per hour for the 2024-25 contract year and eighteen dollars and sixty-eight cents (\$18.68) for the 2025-26 contract year.

Starting salaries for the Microcomputer Specialist will be Twenty-two dollars and seven cents (\$22.07) per hour for the 2021-22 contract year, twenty-two dollars and forty cents (\$22.40) per hour for the 2022-23 contract year, twenty-two dollars and seventy-four cents (\$22.74) per hour for the 2023-24 contract year and twenty-three dollars and eight cents (\$23.08) per hour for the 2024-25 contract year and twenty-three dollars and forty-two cents (\$23.42) for the 2025-26 contract year.

- B. Time worked by a Microcomputer Specialist taping Board of Education meetings and editing the tape for broadcast, when that work is performed outside of the Microcomputer Specialist's regular workday, will be paid time and one-half (1 1/2) for such hours worked, regardless of the total hours actually worked by that Microcomputer Specialist in the week in which the Board Meeting occurs.



## ARTICLE XIX - OVERTIME, TRAINING AND LONGEVITY

### A. Overtime

1. For all employees, time and one-half (1 1/2) will be paid after forty (40) hours has been worked in any given week. Time and one-half (1 1/2) will not be paid when leave time comprises any of the first forty (40) hours.
2. Employees who are called back to work after completing their regular shift will be paid at time and one-half (1 1/2) for hours worked on call back.

### B. Training

#### 1. Staff Development

- (a) Employees will receive at least six (6) hours of staff development training per year paid at their regular hourly rate of pay.
- (b) The District will make every effort to give employees one month's notice of staff development/staff training and the topics that will be covered.
- (c) Day Care Workers will attend staff development training during times that do not conflict with their regularly scheduled workday.

#### 2. Other Training

- (a) Mandated training for employees will be at their regular rate of pay.
- (b) Optional training will be paid at the starting rate of pay for that department.
- (c) If there is a fee involved for training, the District will have the option of paying for the training fee or paying the employee. In either case, the employee will be informed prior to the training and may opt whether or not to participate.

- C. Support Staff will be awarded career increments based on date of hire. One (1) year of service requires completion of at least one full year of employment based upon the employee's date of hire, and will be based on the number of months worked by the employee in a school year. For example, an employee assigned to work ten months of the fiscal year shall have one year of employment completed after having worked the full ten months assigned. The increment will be paid at the conclusion of the school year in which the staff employee is eligible for the award. Career increment payments are not cumulative. All staff receiving the increment prior to signing of this agreement will receive the current increment level, but shall not receive the value of any prior increment levels, until the staff employee qualifies for the next increment. Career increments are as follows:

After 10th full and continuous years of service - \$350.00  
After 15th full and continuous years of service - \$500.00  
After 20th full and continuous years of service - \$1,000.00  
After 25th full and continuous years of service - \$1,500.00

ARTICLE XX - DURATION

This Agreement shall be effective as of July 1, 2022 to continue through the school year ending June 30, 2025.

FOR THE ASSOCIATION



LAURA DAVIS  
Association President  
Lansing School Service Association

3/23/2023

Date

FOR THE DISTRICT



CHRIS PETTOGRASSO  
Superintendent of Schools  
Lansing Central School District

3/23/2023

Date

**APPENDIX A - GRIEVANCE REPORT FORM**

LANSING CENTRAL SCHOOL  
LANSING SCHOOL SERVICE ASSOCIATION GRIEVANCE REPORT FORM  
(Complete in Triplicate)

Name of Aggrieved \_\_\_\_\_

Position \_\_\_\_\_

Grievance Stage: (Check one)

First \_\_\_\_\_ Second \_\_\_\_\_ Third \_\_\_\_\_ Fourth \_\_\_\_\_

Date of original grievance: \_\_\_\_\_ 20\_\_\_\_\_

Statement of grievance: \_\_\_\_\_

\_\_\_\_\_

Redress sought: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Prior action taken: \_\_\_\_\_

\_\_\_\_\_

Filed with: \_\_\_\_\_

Date: \_\_\_\_\_ 20\_\_\_\_\_

Signature

Copy 1 - Stage Addressee

Copy 1 - Aggrieved

Copy 1 - LSSA President

**APPENDIX B - TIME AWAY REQUEST FORM**

LANSING CENTRAL SCHOOL DISTRICT  
TIME AWAY REQUEST - LANSING SCHOOL SERVICE ASSOCIATION  
Building: \_\_\_\_\_

**Directions:**

1. Please submit this form to your supervisor for approval as soon as possible but not less than forty-eight (48) hours prior to leave request.
  - Aides and office staff should submit this form to the building principal
  - Building & grounds staff should submit this form to the building & grounds supervisor
  - Transportation staff should submit this form to the transportation supervisor
  - Food service staff should submit this form to the food service manager
  - Childcare workers should submit this form to the childcare director
2. If more than one (1) day is requested, use a separate sheet if each is to be taken for different reasons or different weeks.
3. The supervisor will forward the request to the District Office for processing once the supervisor has approved it.

NAME \_\_\_\_\_ TODAY'S DATE \_\_\_\_\_  
(Please Print Name)

DATE(S) NEEDED \_\_\_\_\_

FULL DAY \_\_\_\_\_ PARTIAL DAY (# of Hours) \_\_\_\_\_

TIME LEAVING \_\_\_\_\_ TIME RETURNING \_\_\_\_\_

**PLEASE REFER TO YOUR MOST RECENT PAY CHECK STUB FOR AVAILABLE TIME  
DEDUCT TIME MUST BE APPROVED BY THE SUPERINTENDENT WITHIN A MINIMUM OF  
FORTY-EIGHT (48) HOURS IN ADVANCE**

Reason:  Sick Day  Vacation (12 Month Employees Only)  
 Personal  Holiday  
 Field Trip  Jury Duty (must submit proof of duty to the District Office)  
 Unpaid / Deduct  Death in Family (Relationship) \_\_\_\_\_  
 Other (Please indicate reason) \_\_\_\_\_

I will require a substitute:  Yes  No

Substitute Name \_\_\_\_\_ Date and Time (To be completed by Supervisor) \_\_\_\_\_

Employee Signature \_\_\_\_\_ Date \_\_\_\_\_

# Of Hrs Remaining _____	As Of _____
--------------------------	-------------

Supervisor's Approval \_\_\_\_\_ Date \_\_\_\_\_

## Time Sheet for Lansing Central School District

**\* Note:** These areas **MUST** be filled in or your Time Sheet will be **RETURNED** to your appropriate supervisor BEFORE payment is made.

Employee ID Number	Employee Name	<u>Substitute Support Staff</u> Job Title
Work Location	<u>N/A</u> Scheduled Hours Per Day	<u>N/A</u> Regular Time Budget Code
		Extra Time Budget Code

**WEEK OF** \_\_\_\_\_

	DATE WORKED	SUBSTITUTE FOR	POSITION	HOURS WORKED * (See Below)	SUBSTITUTE SIGNATURE
MONDAY					
TUESDAY					
WEDNESDAY					
THURSDAY					
FRIDAY					

\* Please indicate total hours worked (1, 1.25, 1.5, 1.75, 2, etc.)

**APPENDIX C - BREAST / PROSTATE CANCER SCREENING LEAVE FORM**

New York State Civil Service Law entitles all District employees to take up to four (4) hours of paid leave annually, without charge to leave credits, for breast or prostate cancer screening. The screening includes physical exams specifically for the detection of breast or prostate cancer, including mammograms. Travel time is included in the four (4) hour cap. Absence beyond the four (4) hours must be charged to leave credits or the time will be docked. The leave is not cumulative and expires at the close of business of the last day of each fiscal year.

To properly document this absence, please complete the information below, including a signature from the provider's office, and return this form to the Business Office.

Failure to submit this form will result in either the docking of pay for the time or a deduction from the employee's leave time.

**Employee Section:**

I \_\_\_\_\_, verify that on \_\_\_\_\_, \_\_\_\_\_  
(Print Name) (Month) (Day) (Year)

at \_\_\_\_\_, I underwent a breast or prostate cancer screening exam.  
(Location)

\_\_\_\_\_  
Employee Signature Date

**Medical Provider Section:**

\_\_\_\_\_ was seen for \_\_\_\_\_ prostate or \_\_\_\_\_ breast cancer screening with Dr. \_\_\_\_\_ or at the \_\_\_\_\_ office, on \_\_\_\_\_, 20\_\_\_\_, at \_\_\_\_\_ o'clock.

\_\_\_\_\_  
Provider's Signature Date and Time

Location of Provider \_\_\_\_\_

**APPENDIX D - EXTRA COMPENSATION REQUEST FORM**

LANSING CENTRAL SCHOOL DISTRICT  
LSSA SUBSTITUTE ASSIGNMENT / EXTRA COMPENSATION REQUEST FORM

EMPLOYEE TO COMPLETE:

A. Employee Information

Name: \_\_\_\_\_ Department: \_\_\_\_\_  
Position: \_\_\_\_\_ Building: \_\_\_\_\_

B. Date of Extra Compensation Request: \_\_\_\_\_

C. Reason for Extra Compensation Request: (check one)

- 1. Assigned to substitute for a teacher for a half day (3 and 1/2 hours) or less.
- 2. Assigned to substitute for a teacher for a whole (3 and 1/2 hours) or more.

D. Substitute Assignment Duration: \_\_\_\_\_ Hour \_\_\_\_\_ Minute

E. Reason for Substitute Assignment:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Employee Signature: \_\_\_\_\_ Date: \_\_\_\_\_

=====

SUPERINTENDENT OR DESIGNEE (i.e., principal/supervisor) TO COMPLETE:

- I have verified the status and accuracy of the substitute assignment outlined above
- Approve
- Disapprove

Reason/Rationale:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Superintendent or Designee (i.e., principal/supervisor)

\_\_\_\_\_  
Date