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Contract Database Metadata Elements

Title: **Cobleskill-Richmondville Central School District and Cobleskill-Richmondville Educational Support Personnel Association (2000)**

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Cobleskill-Richmondville Central
School District And Educational
Support Personnel Assn

Contract

between

Cobleskill-Richmondville Educational
Support Personnel Association

and

The Chief School Officer

Cobleskill-Richmondville Central School District

July 1, 2000 - June 30, 2004

RECEIVED

DEC 28 2000

NYS PUBLIC EMPLOYMENT
RELATIONS BOARD

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PREAMBLE

In order to effectuate the provisions of Chapter 392 of the Laws of 1967 (The Public Employees' Fair Employment Act) as subsequently amended to encourage and increase effective and harmonious working relationships between the Cobleskill-Richmondville Central School District (hereinafter referred to as the "District") and its unit employees represented by the Cobleskill-Richmondville Educational Support Personnel Association (hereinafter referred to as the "Association"),

THIS AGREEMENT IS MADE AND ENTERED INTO EFFECTIVE JULY 1, 2000 BY AND BETWEEN THE DISTRICT AND THE ASSOCIATION AND SHALL REMAIN IN EFFECT FROM JULY 1, 2000 UNTIL JUNE 30, 2004.

ARTICLE I

Recognition

The District, having determined that the Association is supported by a majority of the unit employees in a unit composed of all unit employees except the Superintendent of Buildings and Grounds, the Transportation Supervisor, the School Lunch Manager, the Personal Secretary to the Chief School Officer, the Personal Secretary to the Assistant Superintendent, and the Personal Secretary to the School Business Administrator, the Supervisor of Building Maintenance, Registered Nurses, Occupational Therapists, and the Certified Occupational Therapist Assistants, hereby recognizes the Association as the exclusive negotiating agent for members in such unit. Such recognition shall continue for the maximum amount of time permissible pursuant to Chapter 392, Section 208 of the Laws of 1967 as amended.

The District and the Association agree that exclusive representation privileges carries with it concomitant responsibilities in seeing that each employee discharges his/her duties in a responsible and ethical manner.

ARTICLE II

Dues Deduction

A. Employees who desire payroll deduction for payment of dues to the Association shall individually and voluntarily authorize the District to deduct and transmit the monies promptly to said Association. Employee authorization shall be in writing on a form acceptable to the parties.

B. Deductions as specified in Section 1. above shall be made in the following matter: The total annual membership dues for the Association, duly certified by the Association, shall be deducted in twenty (20) consecutive equal installments, beginning with the second pay period in September. No later than the first pay day of each September the Association shall:

1. Provide the District with a list and the original signed dues authorization cards of those employees who have voluntarily authorized the District to deduct dues for the Association.

2. Simultaneously forward to the affiliated associations a list of members and their addresses who have elected payroll deductions for such associations.

C. The District shall, at the end of each pay period from which fees are deducted, transmit to the Association the total amount deducted, together with a listing of the members from whom deductions have been made and the amount deducted for the Association. The final transmittal list shall state the amount of accumulated deduction for each person.

D. An employee may withdraw his/her authorization for dues deduction at any time, but only once during a school year, by written notice to the District at least two (2) weeks prior to the effective pay period.

E. The Association agrees to hold the District harmless from any and all damages and liability which may be sustained, or which may arise as a result of making the dues deduction called for in this section.

ARTICLE III

Agency Fee

Agency fee is covered in Civil Service Law. Should that law be repealed the District and Association will enter the collective bargaining process to address Agency Fee.

ARTICLE IV

Negotiation Procedures

A. It is contemplated that terms and conditions of employment provided in this agreement shall remain in effect until altered by mutual agreement in writing between the parties. Nevertheless, because of the special nature of the public education process, it is likewise recognized that matters may from time to time arise of vital mutual concern to the parties which have not been fully or adequately negotiated between them. It is in the public interest that the opportunity for mutual discussion of such matters be provided. The parties accordingly agree to cooperate in arranging meetings, selecting representatives for discussion, furnishing necessary information, and otherwise constructively considering and resolving any such matters.

B. No later than January first of the fiscal year in which the contract ends the parties will enter into good-faith negotiations over a successor agreement. If such an agreement is not concluded 120 days prior to the end of the school fiscal year, or an impasse is encountered, either party may request the use of mediation. The parties shall request the State Public Employment Relations

Board to assist the parties to reach an agreement pursuant to the provisions of Section 209 of the Civil Service Law.

C. 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 District, the parties mutually pledge that their representatives will have all necessary power and authority to make proposals, consider the proposals, and reach compromises in the course of negotiations.

IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFORE SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL (AS PER TAYLOR LAW).

ARTICLE V

Grievance Procedure

A. Declaration of Policy

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

B. Definitions

1. "Employee" shall mean any employee whose position does not require certification by the State Education Department and is generally or specifically listed in Civil Service. Individuals who may be employed on a seasonal or temporary basis (i.e., substitutes or those not receiving permanent appointment by the Board of Education) are understood to be excluded from this definition.
2. "Administrator" shall mean any supervisor or administrator responsible for or exercising any degree of supervision or authority over unit employees.
 - a. "Chief School Officer" shall mean the Superintendent of Schools of the Cobleskill-Richmondville School District.
 - b. "Immediate Supervisor" shall mean the person to whom the unit employee is directly responsible (i.e., Custodian to Superintendent of Buildings and Grounds; Food

Service Helper to School Lunch Manager; Bus Driver to Transportation Supervisor, et cetera).

3. "Representative" shall mean the person or persons designated by the aggrieved employee as his/her counsel or to act on his/her behalf.
4. "Grievance" shall mean any alleged violation of this agreement or dispute with respect to its meaning or application.
5. "Aggrieved Party" shall mean any person in the negotiating unit filing a grievance.
6. "Days Referred to" shall mean work days excluding Saturdays, Sundays, and holidays.
7. School year/school calendar equals number of student attendance days (or number of days adopted annually by Board of Education).

C. Basic Principles

1. It is the intent of these procedures to provide for the orderly settlement of differences in a fair and equitable manner. The resolution of a grievance at the earliest possible stage is encouraged.
2. An employee shall have the right to present his/her grievance in accordance with these procedures, free from coercion, interference, restraint, discrimination, or reprisal.
3. An employee shall have the right to be represented at any stage of the procedures by a person or persons of his/her choice, except that he/she may not be represented by a representative of any organization other than the recognized exclusive negotiating agent or its affiliates(s).
4. Each party to a grievance shall have access at reasonable times to all written statements and records pertaining to such case.
5. All hearings shall be confidential.
6. It shall be the responsibility of the Chief School Officer of the District to take such steps as may be necessary to give force and effect to these procedures. Each administrator, immediate supervisor, or person in charge shall have the responsibility to consider promptly each grievance presented to him/her within the time specified in these procedures.
7. The function of these procedures is to assure equitable and proper resolution of grievances under Article V. of this contractual agreement.
8. All grievances shall be initiated at level one of the grievance procedures.

9. No alleged grievance shall be entertained and such grievance shall be deemed waived unless the allegations are initiated at level one within 15 days after the aggrieved party knew or should have known of the act or condition on which the grievance is based.

10. During the informal (oral) stage of the grievance procedure, the grievant or his/her representative, as indicated in writing, shall clearly state that the meeting is a Level One grievance proceeding. During the formal (written) presentation of an alleged grievance, it shall be incumbent upon the aggrieved to include the name and position of the aggrieved party and identify the alleged violation of this agreement or any dispute with respect to its meaning or application, the time when and the place where the alleged events or conditions constituting the grievance existed, the identity of the party responsible for causing the said events or conditions, if known to the aggrieved party, and the general statement of the nature of the grievance and the redress sought by the aggrieved party.

11. If a 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 shall be barred.

D. Procedures

1. Informal Stage: The aggrieved unit employee shall, pursuant to C. 9. at Level One, within 15 days of the alleged grievance, orally present his/her grievance with his/her immediate supervisor. The immediate supervisor shall render his/her determination to the aggrieved employee within five (5) days after the grievance has been presented to him/her. If such grievance is not satisfactorily resolved at this stage, the aggrieved employee may proceed to the intermediate stage.

2. Intermediate Stage: If the immediate supervisor (informal stage) of an aggrieved employee is a department head, foreman, supervisor or head custodian, et cetera, the employee shall orally present his/her grievance within five (5) days to the next higher supervisor, who shall render his/her determination to the aggrieved employee within five (5) days after the grievance has been presented to him/her. If such grievance is not satisfactorily resolved at this stage, the aggrieved employee may proceed to the formal stage.

3. Formal Stage:

a. Within five (5) days after a determination has been made at the preceding stage, the aggrieved unit employee may make a written request to the Chief School Officer or his/her designee for review and determination. If the Chief School Officer designated a person to act in his/her behalf, he/she shall also delegate full authority to render a determination in his/her behalf.

b. The Chief School Officer or his/her designee shall immediately notify the aggrieved unit employee, immediate supervisor, and any other administrator previously

rendering a determination in the case to submit written statements to him/her within five (5) days setting forth the specific nature of the grievance, the facts relating hereto, and the determination(s) previously rendered.

c. If such is requested in the written statement of either party pursuant to the preceding paragraph b, the Chief School Officer or his/her designee shall notify all parties concerned in the case of the time and place when an informal hearing will be held where such parties may appear and present oral and written statements supplementing their position in the case. Such hearing shall be held within five (5) days of receipt of the written statements pursuant to paragraph b.

d. The Chief School Officer or his/her designee shall render his/her determination within ten (10) days after the written statements pursuant to paragraph b have been presented to him/her.

e. If the grievance is not satisfactorily resolved at this stage, the aggrieved employee may proceed to the Board stage.

4. Board Stage: The aggrieved employee may, within five (5) days of the final determination by the Chief School Officer, make a written request to the Board of Education for review and determination. All written statements and records of the case shall be submitted to the President of the Board of Education by the Chief School Officer. The Board of Education may hold a hearing to obtain further information regarding the case. The Board shall render a final decision within thirty (30) days, or sooner if practical, after receiving the request for review.

5. Advisory Arbitration

a. If the Association is not satisfied with the decision at Stage 4 and the grievance alleges a violation of the application, meaning, or interpretation of this agreement, the Association may submit the grievance to advisory arbitration by filing a Demand for Advisory Arbitration with the Board of Education within ten (10) working days after receipt of the decision at Stage 4. A copy of the demand for Advisory Arbitration shall simultaneously be sent to the American Arbitration Association (AAA) and the parties shall proceed in accordance with, and be bound by, AAA's Voluntary Rules for Labor Arbitration except that any decision rendered by said arbitrator shall be advisory only.

b. The arbitrator shall limit his/her decision strictly to the application and interpretation of this Agreement and he/she shall be without power or authority to modify or amend it or make a decision contrary to law. The decision of the arbitrator shall be advisory as a non-binding recommendation to the Board of Education.

c. The costs of the advisory arbitration and the arbitrators, including per diem expenses (if any) and actual and necessary travel time and subsistence expense, shall be

borne equally between the parties. Each party shall be responsible for its own expenses.

ARTICLE VI

WORKERS' COMPENSATION

All lost time due to on-the-job accident involving Workers' Compensation Benefits, employees will be paid full salary less the applicable compensation payment under the following procedures:

- A. It is the responsibility of the employee as soon as possible to report any accident or work related illness to the appropriate district personnel.
- B. Employees shall receive no more than sixty (60) normal working days of pay less the applicable compensation benefits, which will not be charged against sick leave. The employee must be unable to work in order to be eligible to use the sixty (60) days.
- C. Following the use of the above sixty (60) days, employees have the option of using the balance of their accumulated sick leave days with the district paying full salary less the applicable compensation benefits. The Superintendent of Schools (or designee) and the President of CRESPA (or designee) shall meet to review and resolve specific Workers' Compensation issues where there may be allegations of abuse of this benefit.
- D. In the event that the Workers' Compensation Board denies a claim, then the District will deduct the amount of sick leave denied from the employee's accumulated sick leave.
- E. The District and the Association agree to cooperate in the elimination of any abuse within this benefit.
- F. The Superintendent of Schools (or designee) and the President of CRESPA (or designee) shall meet to review opportunities for employees on Workers' Compensation status to be able to return to work on a temporary "light duty" basis, with the approval of the physician.

ARTICLE VII

ASSOCIATION DAYS

An officer or designated representative of the Association shall be granted the cumulative equivalent not to exceed four (4) person days, per year for the purpose of attending Association and related organization conferences. Any other use will be by mutual agreement between the Superintendent and the Association. Cost of any substitute will be paid by the Association.

The Association will notify the Superintendent ten (10) days prior to the leave.

ARTICLE VIII

RECRUITMENT/EMPLOYMENT

A. Vacancies

1. Support staff vacancies in the District shall be posted in every school building for a minimum period of five (5) days within a reasonable period of time after the occurrence of such vacancy. The District shall forward a copy of each posting to the President of CRESPA.
2. Employees who apply for such vacancies shall submit a letter of interest to the Chief School Officer or designee within the time limit specified in the notice.
3. The posting notice shall include a brief description of the qualifications for the position, including job requirements and salary as appropriate.
4. It is the intent of the bargaining unit and the District to encourage qualified employees to advance when vacancies occur and as employee skills permit.
5. Employees may apply for temporary positions as they occur. If appointed, a leave of absence without loss of seniority from their permanent position will be granted.
6. Employees asked by the District to work out of their assigned job title as appointed by the Board of Education shall receive compensation at no less than their regular hourly rate. Should the reassignment carry a higher hourly rate then the employee shall receive the higher rate after five (5) consecutive days and retroactive to the first day of the new assignment.
7. Final authority for filling staff vacancies rests solely with the District. Seniority will be considered by the District when a vacancy occurs. The District is not obligated to award positions solely on the basis of seniority, but will consider it with other factors. If appointment to a position is not granted to the most senior applicant, he/she may receive a written explanation, if requested.

B. Credit for Previous Experience

All unit personnel shall have their training, competency level, and experience evaluated at the time of initial employment. Assignment of an appropriate entry-level salary shall be made in consideration of this evaluation and upon the recommendation of the Chief School Officer.

C. Resignation

The Board of Education requires a minimum of two (2) weeks notice from unit members when submitting a resignation. The failure to do so will result in loss of benefits at termination.

After July 1, 1997, unit members who leave the employ of the District through resignation are no longer entitled to any future retroactive salary adjustments in any successor agreement.

D. Notice of Termination

The District agrees to provide ten (10) working days notice to employees in the event of reduction of work force or termination of positions(s). This provision does not apply to terminations resulting from disciplinary action or unsatisfactory job performance.

E. Medical Examinations

1. A medical examination shall be required of all unit personnel. The results of such examination shall be made by the school physicians at the District's expense or by the employee's personal physician at the employee's expense. The examination shall follow the form prescribed by the Board of Education.
2. Medical examinations for unit employees shall follow the schedule listed except that the Chief School Officer may require a physical examination for any employee if symptoms exist that seem to indicate a condition that is preventing the employee from satisfactorily carrying out the duties of his/her position.
3. Schedule for Medical Examinations:
 - a. Bus Drivers - as provided by statute; Food Service personnel - annually before the start of school; all other unit personnel - before commencing initial employment and every fourth year thereafter.
 - b. All personnel will submit to the Tine Test each year unless a routine reaction has been noted. Following such reaction, the District and unit member will follow the recommendations established by the State Bureau of School Health and Pupil Personnel Services for T.B. testing.
4. The District and the Association will develop a procedure that will notify unit members of their responsibility for a medical examination and clearly state the consequences which will result from non-compliance. (See Appendix B)

F. Uniforms

The building engineer mechanics and the garage automotive mechanics shall be furnished with a minimum of eleven (11) uniforms per two-week period.

G. Mileage

Unit employees who because of their assigned duties are required to use their personal vehicle for school related business shall be compensated at the IRS rate.

H. Safe Storage

Where safe storage currently exists, it shall be maintained for the duration of this agreement.

I. Flexible Scheduling (work day)

The need for flexibility may require support staff within an area to have different schedules and different starting and ending times.

The District reserves the right to adjust the starting and ending times of unit member's work day either earlier or later, but will not alter the length of the work day unless otherwise agreed. The District will notify the Association prior to commencement of any such adjustment.

J. Employee Rights and Protection

The following discipline and dismissal procedure shall apply to all permanent employees in the bargaining unit who have completed their probationary term. The District will make reasonable and objective investigation to determine that the employee, in fact, committed the infractions as charged.

1. The first formal disciplinary step shall be a written warning from the employee's immediate supervisor describing the specific current deficiencies and the steps necessary to return to a satisfactory level of performance.
2. After an employee receives three (3) written warnings for a given reason, the employee may be suspended, without pay, by the Superintendent for a maximum of three (3) days. The interval between warnings shall not be unreasonable.
3. Additional written warnings may result in further disciplinary action, including a suspension with or without pay for more than three (3) days, or discharge.
4. Suspension with or without pay may be invoked with less than three (3) written warnings where the employee's act creates a danger to health, safety and welfare, and, where the employee is subject to its protection, §75 of Civil Service Law and instances of serious misconduct or gross insubordination as may be defined by Article XIV, Section 75 of the New York State Civil Service Law.

K. Staff Evaluations

The District and the Association agree that it is important to improve employee performance. With this in mind, the Association and the District agree to form an ad-hoc committee whose sole purpose will be to develop and recommend a process to be used to evaluate Association members. If and when approved by both parties, this evaluation form will be used throughout the duration of this agreement.

L. Professional Development

The intent of this clause is to encourage members of the support staff to continue their education in order that they may enhance their effectiveness and acquaint themselves with new concepts and techniques in their field.

Support staff participating in C-RCS-approved inservice courses which meet the criteria below, and are conducted outside the member's work day, will receive a one-time \$125 payment upon successful completion of three (3) inservice course credits. (Since one (1) inservice course credit equals a minimum of fifteen (15) class hours, this equates to a minimum of 45 class hours.)

Courses must meet the following requirements to determine approval and payment:

- a. Advance written approval from the Superintendent of Schools on a predetermined form prior to the commencement of the course.
- b. Courses are in the working assignment area and have relevance to the assignment area OR
are in additional areas of education in which the member occasionally works or may be expected to work.
- c. Courses must be in a minimum of 15-class hour units for one inservice course credit (no partial accumulations).
- d. Courses offered by other public school districts and after receiving prior approval from C-RCS, may be considered for partial or full reimbursement of fees or charges for participation, solely at the District's discretion. Conferences or courses attended where the District pays for participation are not eligible for inservice credit. If the member pays the fees, the course can be used for inservice credit.
- e. None of the above shall apply to courses that are required to obtain or retain a position (i.e. 20-hour bus safety; 19-A; CDL).
- f. Upon completion of 3 courses, member will complete and submit a form to the District Office for payment.

ARTICLE IX

LEAVES

A. Vacations

1. Twelve-month salaried employees shall be granted paid vacations in accordance with the following schedule:

After 1-4 years of service	10 working days
After 5 years of service	11 working days
After 6 years of service	12 working days
After 7 years of service	13 working days
After 8 years of service	14 working days
After 9 years of service	15 working days
After 10-11 years of service	16 working days
After 12 years of service	17 working days
After 13 years of service	18 working days
After 14-17 years of service	19 working days
After 18 years of service	20 working days

2. Vacation leave shall be granted to eligible unit members with the prior approval of the District/immediate supervisor.

3. On July first of each year, continuing twelve month employees with one (1) or more years of service shall be granted vacation leave according to the schedule as defined in A-1.

4. On July first of each year, continuing twelve month employees with less than one (1) year's service shall be granted pro-rated vacation leave on the basis on one (1) day vacation for each month worked to a maximum of ten (10) days. The first working month shall constitute at least eleven (11) days worked.

5. All earned vacations of unit personnel shall be taken within the current school year from July 1 to June 30. In the event an employee wishes to "roll over" no more than five (5) days of accumulated vacation leave, the employee shall be required to provide a written explanation of the extenuating circumstances to the Superintendent prior to such vacation day being granted.

B. Holidays

1. All full-time twelve-month unit employees are eligible for the observance of the following legal holidays when observed by the school calendar:

Labor Day
Columbus Day

Martin Luther King Jr.'s Day
the Third Monday in February

Veteran's Day
Thanksgiving
Christmas
New Year's Day

Good Friday
Memorial Day
Independence Day *
(* 12-month employees only)

2. Additional and/or reduced holiday schedules may be granted at the discretion of administrators without loss of compensation or earned vacation. When holidays as defined by this Contract fall on a Saturday, they will be observed on the preceding Friday; when the holidays fall on a Sunday, they will be observed on the following Monday.

3. Unit employees on a ten-month basis are entitled to the holiday vacations observed by the schools; otherwise, ten-month employees are on duty from September 1 through June 30.

C. Emergency Closing Day

Twelve-month Civil Service personnel are expected to be on duty when school is closed for inclement weather. However, personnel may report to their immediate supervisor that roads are unsafe. In such cases, the time lost will not be deducted from salary. The employee may, however, be asked to make up time.

When C-RCS schools are closed due to an emergency (inclement weather, power outage, et cetera), 10-month employees are not expected to report to work, and there is a deduction from the annualized salary due to no work being performed on the emergency closing day.

There may be some instances when it would be permissible for a 10-month employee to report to work on an emergency closing day and, thus, avoid a deduction of pay from the annualized salary. The following is the procedure to be followed in order to permit a 10-month employee to work on an emergency closing day:

1. There must be a written plan of work to be accomplished. The plan is to be developed by the employee in consultation with the employee's supervisor.
2. The plan must have the prior approval of the employee's supervisor and/or the building principal.
3. The building principal is granted the authority to modify the pre-approved written plan, and, in the best interests of the school district, assign the employee coming in to work on emergency closing days to perform other duties as may be warranted by the nature of the situation that caused school to be cancelled for the day.
4. The building principal has the authority to disapprove aspects of a written plan and/or the authority to disapprove a plan in its entirety.

The Superintendent of Schools (or designee) has the authority, as the emergency situation warrants, to require that employees refrain from reporting to work on an emergency closing day. In such an instance, the annualized salary would show a deduction in pay for that day.

D. Sick Leave

1. The term "sick day" shall mean time absent by an employee from regular duties because of any physical or mental incapacity due to personal sickness or accident that would cause an employee to be incapable of performing his/her regular duties. The time accumulated under this contract shall be used for the aforementioned purposes, except where otherwise indicated.

2. Sick leave benefits are granted in units of full days credit for full-time employees and in pro-rated units of credit or "working days" for less than full time employees.

Employees who use one (1) or more units of sick leave credits will have such number of working days deducted from their accumulated credit regardless if a substitute is needed or not.

Less than full-time employees who move to full-time positions shall have their accumulated sick leave pro-rated to that of a full-time employee.

All unit members will complete and sign an Employee Absence/Substitute Report form within seven (7) days of returning to work following an absence. Seven (7) days after the form is filed and recorded, the report form will be final.

In instances of an employee absence of more than three (3) consecutive work days, the District reserves the right to require a written physician's excuse from the employee.

3. On July 1 of each year, continuing twelve-month or eleven month, or September 1 if ten-month employee, shall be granted sick leave credits according to the schedule as defined in #4. a. Sick Leave Schedule below. Beginning on the first day of employment, continuing twelve or eleven or ten month employees with less than one (1) year of service shall be granted sick leave benefits in units of working day credits for each expected full month of employment (at a rate of 1.5 days per month) between the first day of employment and the succeeding July first up to the maximum days according to the schedule as defined in #4, a below.

4. Sick Leave Schedule:

a. Full-time employees who are employed on a:

1. Twelve-month basis shall be granted 17 days of sick leave annually; and
2. Eleven-month basis shall be granted 16 days of sick leave annually; and
3. Ten-month basis shall be granted 15 days of sick leave annually.

b. Less than full-time employees who are employed on a:

1. Half-time basis shall be granted 15 "working days" of sick leave according to the schedule as deemed in 4a above.

5. Sick Leave Accumulation/Payment

Effective July 1, 1997, unused sick leave credits shall accumulate to a maximum of 225 days (or "working days.") All full-time employees retiring from the District will be allowed to "cash in" up to 50% of all unused sick leave days up to a maximum of 225 days at \$11.00 per day. Notice must be given twelve months before the effective date of retirement. At the discretion of the Superintendent and the Board of Education this notification may be waived under extraordinary circumstances and this decision is not subject to the grievance procedure. Part-time employees shall be eligible for the sick leave payment on a pro-rata basis.

6. Time spent in military service by any member of the unit while employed on a permanent basis in this school system shall be included in computing sick leave accumulations and apply only to those returning to the school system following termination of military service under Military Law No. 242.

7. Accumulated sick leave benefits shall not be lost during an unpaid leave of absence, nor will any be gained.

8. The District shall, at the end of each school year, deliver to each staff member a statement showing the number of days of his/her unused accumulated sick leave at the expiration of the school year.

9. Employees who are scheduled to work 20 hours or less per week must schedule non-emergency medical appointments outside of their daily work assignment.

E. Retirement Incentive

Effective July 1, 1997, unit members who have attained the minimum age requirement established by the New York State Employee Retirement System and who retire in that year, will be paid ten percent (10%) of their base salary to a maximum of \$2,500. This will be added to their final year's salary and payable at last pay period of employment. Notice must be given as in Article IX. D.5. above.

F. Illness or Death in Family

From the appropriated sick leave credit granted as defined in D. Sick Leave, each unit member will be allowed five (5) days or "working days" of absence in any one school year for reasons of sickness or death in the immediate family. Members of the immediate family include husband and wife, child, parent, grandparent, parent-in-law, sister or sister-in-law, brother or

brother-in-law, grandchild, or guardian including any person who has developed an immediate family-like obligation due to past personal relationships.

G. Personal Leave

Three (3) of the five (5) days or "working days" as described in F above shall be approved for personal business providing that the days or "working days" fall within the following guidelines: Personal business days are a privilege extended by contractual agreement to the unit, to enable a staff member to accomplish business which through no fault of his/her own falls on a scheduled school day, without monetary loss. The use of these days shall not extend to the following:

1. To accomplish business of a nature that could be accomplished or scheduled at another time;
2. To lengthen a holiday recess, or vacation period;
3. To follow an avocational interest.

Requests for the use of personal leave shall be made 48 hours in advance and an Employee Absence/Substitute Report Form must be completed upon return for said leaves (see D 2 above).

H. In the event of an illness, accident, or death in the family, each eligible employee may request that their supervisor as a designee of the Chief School Officer, grant permission to use up to four (4) sick leave days as additional family leave days during each school year.

At the discretion of the Board of Education, upon the recommendation of the Superintendent of Schools, additional sick leave days may be converted into family leave days when extraordinary circumstances exist. However, such additional designation cannot exceed the number of allotted sick leave days in a school year.

I. Catastrophic Accident/Illness Bank

1. A catastrophic accident/illness bank shall be established for members who require preliminary hospitalization and subsequent recuperation due to accidents or long-term illness.

Catastrophic is defined as the employee's personal accident/illness of a nature beyond the scope of normal, routine illness and which will extend over a long period of time.

Each unit member is eligible and will be enrolled in the Sick Bank each year of this agreement. Continuing unit members who choose not to participate must notify the District in writing by November 1 of each year. New unit members who choose not to participate must notify the District in writing within 60 days of commencing service with the District.

2. The Superintendent of Schools and the President of the Cobleskill-Richmondville Educational Support Personnel Association, or their designees, will serve as directors of the

bank. All decisions relating to application for withdrawal will be made by them. All decisions for withdrawal from the bank shall be unanimous.

3. Each participating member shall contribute one (1) of his/her sick leave "working days" upon joining the bank; all contributions shall constitute an irrevocable donation.

4. Application for withdrawal of "working days" by participating members may be made immediately upon depletion of sick leave. These applications will be prepared by the Association and the District and made available in the office of the Superintendent of Schools. A doctor's statement stating the seriousness of the disability and an approximate date when the individual can be expected to return to work shall accompany all applications.

5. Applications for withdrawal from the bank shall be submitted to the directors. Upon approval for withdrawal, the directors reserve the right to terminate withdrawal of "accident/illness bank days" at any time if proof of the need for these days cannot be provided by the withdrawing member. A demonstrated misuse of this privilege shall result in a return of all such monies. The total number of "working days" that can be withdrawn on any one application shall not exceed thirty (30) days. If after this period additional days are requested, one (1) extension application may be submitted.

6. The maximum number of "working days" that can be accumulated in the bank and thus can be used in any one school year shall be equal to the number of members enrolled by November 1 of each year.

7. If no withdrawals are made from the bank in any one school year, all remaining "working days" will be carried over into the following school year with no deduction to be charged to members for the next year. If any "working days" are withdrawn during the school year, "working days" remaining in the bank will be lost. All unit members will automatically contribute one "working day" September 1 of the following year, refilling the bank to its maximum number. (See #1, above)

J. Child Care Leave

1. Employees who apply in writing for childcare leave shall be granted such leave without pay or benefits to the extent as required by law (Family Medical Leave Act or FMLA). Application for said leave must be made two (2) months prior to the start of the leave. At the time that the leave is granted, written mutual agreement between the employee and the Superintendent shall indicate the date that the employee must notify the District of said employee's intent to return or not to return to service.

2. An eligible employee shall be granted leave upon request for the purpose of child care of natural or adopted children. Application of said leave must be made two (2) months prior to the start of the leave. In the case of adoption, a unit member anticipating requesting a leave for an adoption of a preschool-age child shall notify the Superintendent upon registration with the adoption service registry and shall notify the Superintendent

immediately upon the assignment of the adopted child. Such unpaid leave shall commence at the discretion of the Superintendent, but no later than fifteen (15) working days after the custody of the child is taken by the unit member.

3. The length of the child care leave shall be a maximum of one (1) school year beyond the year in which the child is born or adopted, with the leave terminating by mutual agreement between the unit member and the Superintendent.

K. Leaves of Absence

The Board may, within its discretion, grant leaves of absence for a period not to exceed one year, without pay or benefits. Requests for leaves must be in writing.

At the time the leave is granted by the Board, written mutual agreement between the Chief School Officer and the employee shall indicate the date that the employee must notify the Chief School Officer of said employee's intent to return or not to return to service.

Additional leave may be granted at the discretion of the Board. This leave of absence, if denied by the Board of Education, will not be grievable under the Grievance Process.

L. Jury Duty

Any unit employees required to serve Jury Duty will be released from their responsibilities on those days or hours that such service demands, at no loss of pay. The daily compensation the employee receives, if any, for Jury Duty, will be paid to the District, excluding the amount paid to the employee for travel expenses.

M. Quarantine

Any regular unit employee, full or part time, who is prevented from performing job responsibilities because of quarantine, shall be entitled to full benefits of the sick leave provisions as defined in this agreement upon testing and the presentation of a doctor's statement of quarantine.

N. Notification of Absence

Each employee who expects to be absent from duty shall notify his/her supervisor or designee as early as practical prior to the time the employee must report to work, so that time may be available for obtaining a substitute or necessary emergency coverage.

O. Other Absences

Absences not covered by the aforementioned paragraphs (A-N) will result in full loss of pay and benefits at the rate of 1/200th of the annual salary for each day's absence for ten (10) month

employees and 1/240th of the annual salary for twelve (12) months employees. Such absences shall be subject to disciplinary review and/or action at the discretion of the Superintendent.

Such absences will result in from one to three days suspension without pay and benefits. Subsequent abuse will result in harsher disciplinary action, including possible dismissal.

ARTICLE X

Compensation/Benefits

A. Insurance Benefits

Beginning with the 1997-98 school year and thereafter:

1. The rates of contribution of the District for both eligible active and eligible retired employees shall be ninety five percent (95%) of the charge for individual coverage and seventy percent (70%) of the charge for dependent coverage. Effective January 1, 2001, the District rate of contribution for individual coverage for employees hired to commence work on or after January 1, 2001 will be ninety percent (90%).
2. Effective January 1, 2001, deductibles are a maximum of \$150 per individual and \$400 per family per year, to be reimbursed by the District upon satisfactory evidence of having been charged by the insurance carrier.
3. Drug prescription co-pays are a maximum of \$10 per prescription to be reimbursed by the District upon satisfactory evidence of having been charged by the insurance carrier.
4. New employees beginning work in the District after July 1, 1993 will not be eligible for any health coverage until and unless they are appointed to a position of 20 hours per week or more.
5. Employees hired after July 1, 1976 shall be required to satisfy ten (10) years of service in order to be eligible to continue the health insurance programs in retirement as offered by the District.
6. Seasonal and temporary employees (not currently permanently employed in the District) hired for a period of employment anticipated to be less than six (6) months in length shall be considered to be ineligible for coverage under the health insurance program, as offered by the District.
7. The District and the Association agree to cooperate in the elimination of dual coverage within the plan as provided by the District.

B. Retirement Benefits

The Board of Education shall make available to all eligible unit employees of the District membership in the New York State Employees Retirement System.

In addition, the Board shall make available to all eligible unit employees the retirement benefits known as the Guaranteed Ordinary Death Benefit, as described under Section 60B of the New York State Employee's Retirement Plan.

C. Tax-Sheltered Annuity

The District shall permit each unit employee to enter into a tax-sheltered annuity agreement with the agent of his/her choice. New plans or agent changes will be honored if made by September 15th, November 15th, January 15th, April 15th, and June 15th and prior notification of thirty (30) days to the Business Official. Any changes in amount of money will be allowed if notification of thirty (30) days before September 15th, November 15th, January 15th, April 15th, and June 15th is made to the Business Official. Contributions to more than one TSA will be honored.

D. The District will make available to all eligible employees the following benefits:

1. The New Career Plan (75I) under the New York State Employees Retirement Plan conditional upon all extra annual costs being borne by the affected active employees.
2. An IRS-approved "Premium-only Cafeteria Plan" under section IRC 125 whereby the employee's share of health premiums will be deducted on payroll before federal, state, and social security taxes are calculated.

E. Dental/Optical Self-Insurance Program

1. Each active full-time unit member is entitled to reimbursement from an employee's self-insurance dental/optical program for expenses actually and necessarily incurred for dental/optical care for himself/herself, his/her spouse, and his/her dependent children up to \$400 per school year July 1, 2000 through June 30, 2004; payment from the program shall be made on a monthly basis following the submission of signed, receipted bills from the provider of the service. These bills shall first go through the unit member's health insurance carriers, if applicable. Said claims shall be made and paid as any other claim would be made to the Board. The bill shall disclose the service provided and shall identify the person for whom the service was submitted under this section.
2. The District's responsibility is solely to administer the program and it shall have no liability beyond the \$400 paid per eligible full-time active unit member in so administering the program, to any employee or group of employees or any third party.
3. The program shall apply solely to active full-time unit members with any payment to unit member employed on a less than full-time basis to be prorated on the basis of the percent of total employment with 30 (thirty) hours per week the full time equivalent, but

with a requirement that an employee's position be for a minimum appointment of 20 hours per week or more in order for less than full-time employees to be eligible.

4. Dental and/or optical expenses incurred for a fiscal year July 1 through June 30 will be accepted for reimbursement if submitted by July 10 of the next fiscal year.

5. This program shall not cover any past, present or future retired members of CRESPA.

F. Salary Annualization

It is the intention of the parties to annualize salaries and issue uniform paychecks in each pay period to all unit members in accordance with, and where applicable in Appendix A of this contract.

All unit members will be on an annualized salary basis as follows:

1. All full time unit members not on an annualized basis will be converted to an annualized basis as of July 1 of each year of this agreement except for hourly drivers.

New hires as of July 1, 1997 - ten-month employees will have their salaries annualized based on the following:

a. Assigned hours per day multiplied by the number of student attendance days per year (school calendar) times the hourly rate. Food Service Workers will be annualized on a 175-day per year times the step/hourly rate.

b. All affected employees will work the number of student attendance days per year exclusive of emergency closing days. All days worked beyond or less than the number of student attendance days will be processed via biweekly employee time cards throughout the work year.

G. Salary Increment/Merit Adjustments

Unit personnel shall receive salary increments with the first pay period of each school year. The Board reserves the right to waive the above criteria and to advance an employee to the next appropriate salary level and/or assign a "merit" salary adjustment at its discretion.

H. Salary Increases

See Appendix A (attached)

I. Salary Longevity Increment

Employees with 20 cumulative years (completion of 19) district service shall be entitled to a \$300 longevity increment. Employees with 15 cumulative years (completion of 14) district

service shall be entitled to a \$200 longevity increment. Employees with 10 cumulative years (completion of 9) district service shall be entitled to a \$100 longevity increment. The monies shall be cumulative and paid out in the first check issued in December.

ARTICLE XI

Conclusion

A. This agreement shall constitute the full and complete commitments between both parties and may be altered, changed, added to, deleted from, or modified only through voluntary mutual consent of the parties in a written and signed amendment to the agreement.

B. This agreement shall supersede rules, regulations, or practices of the Board of Education which are contrary to or inconsistent with its terms. The provisions of this agreement shall be incorporated into and be considered part of the established policies of the Board.

C. If any provision of this agreement or any application of the agreement to any unit staff member or group of units shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting, but all other provisions shall continue in full force and effect.

D. Copies of this agreement shall be printed at the expense of the Board of Education and given to all unit staff members now employed or hereafter employed by the Board within a reasonable time after its execution or employment if that occurs later.

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

F. This contract shall be effective as of July 1, 2000 and shall continue in effect through June 30, 2004.

FOR THE ASSOCIATION:

12/21/2000
Date

Robin C. Hahn
Robin C. Hahn, CRESA President

FOR THE DISTRICT:

12/21/2000
Date

Samuel A. Shevat
Samuel A. Shevat, Superintendent

Appendix A
Part I Salaries and Compensation

A. Clerical Salary Schedule:
OFFICE & KEYBOARD WORKER

	(TYPIST)			
	2000-01	2001-02	2002-03	2003-04
	<u>Hourly</u>	<u>Hourly</u>	<u>Hourly</u>	<u>Hourly</u>
MAX	\$10.65	\$10.86	\$11.05	\$11.25
15	\$10.44	\$10.65	\$10.84	\$11.03
14	\$10.24	\$10.45	\$10.63	\$10.82
13	\$10.05	\$10.24	\$10.42	\$10.58
12	\$9.85	\$10.05	\$10.20	\$10.37
11	\$9.66	\$9.83	\$10.00	\$10.19
10	\$9.45	\$9.64	\$9.82	\$9.99
9	\$9.27	\$9.46	\$9.63	\$9.79
8	\$9.10	\$9.28	\$9.44	\$9.59
7	\$8.92	\$9.10	\$9.25	\$9.41
6	\$8.75	\$8.91	\$9.07	\$9.23
5	\$8.57	\$8.74	\$8.90	\$9.06
4	\$8.40	\$8.58	\$8.73	\$8.89
3	\$8.25	\$8.41	\$8.57	\$8.72
2	\$8.09	\$8.26	\$8.40	\$8.54
1	\$7.94	\$8.10	\$8.23	\$8.36

ACCOUNT CLERK-TYPIST
SECRETARY (STENOGRAPHER)

	2000-01	2001-02	2002-03	2003-04
	<u>Hourly</u>	<u>Hourly</u>	<u>Hourly</u>	<u>Hourly</u>
MAX	\$11.34	\$11.54	\$11.73	\$11.93
15	\$11.10	\$11.30	\$11.50	\$11.70
14	\$10.87	\$11.09	\$11.28	\$11.47
13	\$10.66	\$10.87	\$11.05	\$11.23
12	\$10.45	\$10.65	\$10.83	\$11.00
11	\$10.24	\$10.44	\$10.60	\$10.79
10	\$10.04	\$10.22	\$10.40	\$10.58
9	\$9.83	\$10.03	\$10.20	\$10.37
8	\$9.64	\$9.83	\$10.00	\$10.16
7	\$9.45	\$9.64	\$9.80	\$9.95
6	\$9.27	\$9.44	\$9.59	\$9.74
5	\$9.08	\$9.25	\$9.39	\$9.54
4	\$8.89	\$9.05	\$9.19	\$9.33
3	\$8.70	\$8.86	\$9.00	\$9.13
2	\$8.52	\$8.67	\$8.80	\$8.93
1	\$8.34	\$8.48	\$8.61	\$8.73

SR. SECRETARY (SR. STENOGRAPHER)

	2000-01	2001-02	2002-03	2003-04
	<u>Hourly</u>	<u>Hourly</u>	<u>Hourly</u>	<u>Hourly</u>
MAX	\$12.79	\$13.02	\$13.22	\$13.44
15	\$12.52	\$12.74	\$12.95	\$13.18
14	\$12.25	\$12.48	\$12.70	\$12.92
13	\$12.00	\$12.24	\$12.46	\$12.66
12	\$11.77	\$12.01	\$12.20	\$12.40
11	\$11.54	\$11.76	\$11.95	\$12.17
10	\$11.30	\$11.52	\$11.73	\$11.93
9	\$11.08	\$11.30	\$11.50	\$11.71
8	\$10.87	\$11.09	\$11.29	\$11.48
7	\$10.66	\$10.88	\$11.06	\$11.22
6	\$10.46	\$10.66	\$10.82	\$10.98
5	\$10.25	\$10.43	\$10.58	\$10.73
4	\$10.03	\$10.20	\$10.35	\$10.49
3	\$9.81	\$9.97	\$10.11	\$10.24
2	\$9.59	\$9.74	\$9.87	\$9.99
1	\$9.37	\$9.51	\$9.63	\$9.74

PRINCIPAL ACCOUNT CLERK -TYPIST
ASSOCIATE ACCOUNTANT

SENIOR ACCOUNT CLERK-TYPIST

	2000-01	2001-02	2002-03	2003-04		2000-01	2001-02	2002-03	2003-04
	<u>Hourly</u>	<u>Hourly</u>	<u>Hourly</u>	<u>Hourly</u>		<u>Hourly</u>	<u>Hourly</u>	<u>Hourly</u>	<u>Hourly</u>
MAX	\$13.03	\$13.27	\$13.50	\$13.71	MAX	\$11.95	\$12.20	\$12.42	\$12.64
15	\$12.76	\$13.01	\$13.22	\$13.44	15	\$11.73	\$11.97	\$12.19	\$12.41
14	\$12.51	\$12.74	\$12.95	\$13.16	14	\$11.51	\$11.75	\$11.96	\$12.18
13	\$12.25	\$12.48	\$12.68	\$12.90	13	\$11.29	\$11.53	\$11.74	\$11.93
12	\$12.00	\$12.22	\$12.43	\$12.50	12	\$11.09	\$11.31	\$11.50	\$11.71
11	\$11.75	\$11.98	\$12.05	\$12.32	11	\$10.88	\$11.09	\$11.29	\$11.50
10	\$11.52	\$11.62	\$11.87	\$12.06	10	\$10.66	\$10.88	\$11.09	\$11.29
9	\$11.17	\$11.44	\$11.63	\$11.83	9	\$10.46	\$10.69	\$10.88	\$11.08
8	\$11.00	\$11.21	\$11.40	\$11.60	8	\$10.28	\$10.49	\$10.68	\$10.87
7	\$10.77	\$10.99	\$11.18	\$11.36	7	\$10.09	\$10.30	\$10.48	\$10.66
6	\$10.57	\$10.77	\$10.95	\$11.13	6	\$9.90	\$10.10	\$10.28	\$10.44
5	\$10.36	\$10.56	\$10.73	\$10.90	5	\$9.71	\$9.91	\$10.07	\$10.22
4	\$10.15	\$10.34	\$10.50	\$10.66	4	\$9.53	\$9.70	\$9.85	\$10.00
3	\$9.94	\$10.12	\$10.28	\$10.44	3	\$9.33	\$9.50	\$9.64	\$9.78
2	\$9.73	\$9.91	\$10.06	\$10.21	2	\$9.13	\$9.29	\$9.43	\$9.56
1	\$9.52	\$9.70	\$9.84	\$9.99	1	\$8.93	\$9.09	\$9.22	\$9.34

B. Definitions – Clerical

1. Work day – the work day shall be seven and one-half (7 ½) hours per day.
2. Work week – the regularly scheduled work week shall be five (5) days consecutively, Monday through Friday.
3. Work year –
 - a. The work year for twelve-month clerical employees shall consist of two hundred sixty (260) days inclusive of the dates July 1 through June 30.
 - b. The work year for ten-month clerical employees hired after the date of July 1, 1983 and before July 1, 1993 shall consist of two hundred (200) days, inclusive of the dates September 1 through June 30. Clerical employees should work all days district schools are in session plus all week days beginning September 1 and between the last day of school in June through June 30, including school conference, workshop, and snow days; unless an alternate schedule is approved by the District.
 - c. The work year for ten-month clerical employees hired after the date of July 1, 1997 shall consist of the number of student attendance days excluding school conference, workshop, and snow days.
 - d. The work year for ten-month clerical employees hired prior to July 1, 1983 shall include those week days beginning September 1 to the opening of school in September,

all school calendar days including conference days, and all week days between the last day of school in June through June 30.

B. Food Service Salary Schedule:

FOOD SERVICE HELPER					COOK MANAGER				
	2000-01	2001-02	2002-03	2003-04		2000-01	2001-02	2002-03	2003-04
	<u>Hourly</u>	<u>Hourly</u>	<u>Hourly</u>	<u>Hourly</u>		<u>Hourly</u>	<u>Hourly</u>	<u>Hourly</u>	<u>Hourly</u>
MAX	\$10.02	\$10.18	\$10.37	\$10.55	MAX	\$11.45	\$11.45	\$11.66	\$11.83
15	\$9.79	\$9.99	\$10.17	\$10.35	15	\$11.01	\$11.24	\$11.40	\$11.61
14	\$9.61	\$9.80	\$9.98	\$10.15	14	\$10.81	\$10.99	\$11.19	\$11.36
13	\$9.42	\$9.62	\$9.79	\$9.93	13	\$10.57	\$10.78	\$10.95	\$11.13
12	\$9.25	\$9.43	\$9.57	\$9.76	12	\$10.37	\$10.56	\$10.73	\$10.89
11	\$9.07	\$9.23	\$9.40	\$9.56	11	\$10.15	\$10.34	\$10.49	\$10.64
10	\$8.87	\$9.06	\$9.21	\$9.37	10	\$9.94	\$10.11	\$10.26	\$10.42
9	\$8.72	\$8.88	\$9.03	\$9.17	9	\$9.72	\$9.89	\$10.04	\$10.21
8	\$8.54	\$8.71	\$8.84	\$8.98	8	\$9.51	\$9.68	\$9.84	\$10.01
7	\$8.37	\$8.52	\$8.65	\$8.78	7	\$9.31	\$9.49	\$9.65	\$9.81
6	\$8.20	\$8.34	\$8.46	\$8.58	6	\$9.12	\$9.30	\$9.46	\$9.63
5	\$8.02	\$8.16	\$8.27	\$8.38	5	\$8.94	\$9.12	\$9.28	\$9.44
4	\$7.84	\$7.97	\$8.08	\$8.19	4	\$8.77	\$8.94	\$9.10	\$9.25
3	\$7.66	\$7.79	\$7.90	\$8.01	3	\$8.60	\$8.77	\$8.92	\$9.07
2	\$7.49	\$7.61	\$7.72	\$7.82	2	\$8.43	\$8.59	\$8.74	\$8.88
1	\$7.32	\$7.44	\$7.54	\$7.64	1	\$8.26	\$8.42	\$8.56	\$8.70

B. Definitions – Food Service

1. Work day – the work day shall for Cook Managers shall be seven and one-half (7 ½) hours per day; for Food Service Helpers six (6) hours per day for New York State Employees Retirement System purposes; and for part-time Food Service Helpers as assigned by the School Business Administrator or his/her designated representative.
2. Work week – the regularly scheduled work week shall be five (5) days consecutively, Monday through Friday.
3. Work year – the work year for food service personnel shall consist of one hundred and seventy-five (175) days minimum or one hundred and eighty-two (182) days maximum, inclusive of the dates September 1 through June 30.
4. Part-time workers who are promoted to six (6) hour food service helper positions shall commence employment on the salary level which is at least equivalent to their current hourly rate of pay.
5. Food service helpers shall be on duty all days which are determined to be instructional school days or are eligible as instructional school days as determined by the school calendar;

work required by the District beyond the instructional school calendar will be compensated at the individual's appropriate rate.

6. Banquets – time and one-half after working forty (40) hours in one week; Overtime – time and one-half after working forty (40) hours in one week.

7. Playground and cafeteria aides shall be compensated under the Education Aide salary schedule.

C. Maintenance Salary Schedule:

CLEANER

	2000-01	2001-02	2002-03	2003-04
	<u>Hourly</u>	<u>Hourly</u>	<u>Hourly</u>	<u>Hourly</u>
MAX	\$10.44	\$10.61	\$10.80	\$10.98
15	\$10.20	\$10.40	\$10.58	\$10.80
14	\$10.00	\$10.20	\$10.41	\$10.58
13	\$9.81	\$10.04	\$10.20	\$10.41
12	\$9.65	\$9.83	\$10.03	\$10.20
11	\$9.45	\$9.67	\$9.83	\$10.01
10	\$9.30	\$9.47	\$9.65	\$9.83
9	\$9.11	\$9.30	\$9.47	\$9.66
8	\$8.94	\$9.13	\$9.31	\$9.50
7	\$8.78	\$8.98	\$9.16	\$9.34
6	\$8.63	\$8.83	\$9.00	\$9.19
5	\$8.49	\$8.67	\$8.85	\$9.03
4	\$8.34	\$8.53	\$8.71	\$8.89
3	\$8.21	\$8.39	\$8.57	\$8.75
2	\$8.07	\$8.26	\$8.43	\$8.60
1	\$7.94	\$8.13	\$8.29	\$8.46

ASSISTANT ENGINEER MECHANIC

SENIOR CUSTODIAN-RYDER

	2000-01	2001-02	2002-03	2003-04
	<u>Hourly</u>	<u>Hourly</u>	<u>Hourly</u>	<u>Hourly</u>
MAX	\$12.50	\$12.73	\$12.94	\$13.14
15	\$12.24	\$12.47	\$12.67	\$12.86
14	\$11.99	\$12.21	\$12.40	\$12.57
13	\$11.74	\$11.95	\$12.12	\$12.32
12	\$11.49	\$11.68	\$11.87	\$12.04
11	\$11.23	\$11.44	\$11.60	\$11.81
10	\$11.00	\$11.18	\$11.38	\$11.57
9	\$10.75	\$10.97	\$11.15	\$11.34
8	\$10.55	\$10.75	\$10.93	\$11.11
7	\$10.34	\$10.53	\$10.71	\$10.87
6	\$10.13	\$10.32	\$10.48	\$10.63
5	\$9.92	\$10.10	\$10.25	\$10.39
4	\$9.71	\$9.88	\$10.01	\$10.15
3	\$9.50	\$9.65	\$9.78	\$9.91
2	\$9.28	\$9.43	\$9.55	\$9.67
1	\$9.07	\$9.21	\$9.32	\$9.43

CUSTODIAN

CUSTODIAN-DRIVER

	2000-01	2001-02	2002-03	2003-04
	<u>Hourly</u>	<u>Hourly</u>	<u>Hourly</u>	<u>Hourly</u>
MAX	\$11.52	\$11.72	\$11.92	\$12.12
15	\$11.27	\$11.49	\$11.68	\$11.90
14	\$11.04	\$11.26	\$11.47	\$11.65
13	\$10.83	\$11.05	\$11.23	\$11.39
12	\$10.63	\$10.83	\$10.97	\$11.17
11	\$10.41	\$10.58	\$10.76	\$10.93
10	\$10.17	\$10.37	\$10.54	\$10.71
9	\$9.97	\$10.16	\$10.32	\$10.51
8	\$9.77	\$9.95	\$10.13	\$10.32
7	\$9.57	\$9.77	\$9.94	\$10.12
6	\$9.39	\$9.58	\$9.75	\$9.92
5	\$9.21	\$9.40	\$9.56	\$9.72
4	\$9.04	\$9.22	\$9.37	\$9.52
3	\$8.86	\$9.03	\$9.18	\$9.32
2	\$8.68	\$8.84	\$8.98	\$9.12
1	\$8.50	\$8.65	\$8.79	\$8.92

ENGINEER MECHANIC

SENIOR CUSTODIAN - GOLDING

	2000-01	2001-02	2002-03	2003-04
	<u>Hourly</u>	<u>Hourly</u>	<u>Hourly</u>	<u>Hourly</u>
MAX	\$13.26	\$13.51	\$13.72	\$13.96
15	\$12.99	\$13.23	\$13.45	\$13.67
14	\$12.72	\$12.97	\$13.17	\$13.40
13	\$12.47	\$12.70	\$12.92	\$13.13
12	\$12.21	\$12.45	\$12.66	\$12.86
11	\$11.97	\$12.20	\$12.40	\$12.60
10	\$11.73	\$11.95	\$12.14	\$12.35
9	\$11.49	\$11.70	\$11.91	\$12.11
8	\$11.25	\$11.48	\$11.67	\$11.84
7	\$11.03	\$11.25	\$11.41	\$11.58
6	\$10.82	\$11.00	\$11.17	\$11.32
5	\$10.58	\$10.76	\$10.91	\$11.05
4	\$10.35	\$10.51	\$10.65	\$10.78
3	\$10.11	\$10.26	\$10.39	\$10.51
2	\$9.87	\$10.01	\$10.13	\$10.24
1	\$9.63	\$9.76	\$9.87	\$9.97

CUSTODIAL WORKER

	2000-01	2001-02	2002-03	2003-04
	<u>Hourly</u>	<u>Hourly</u>	<u>Hourly</u>	<u>Hourly</u>
MAX	\$10.98	\$11.17	\$11.36	\$11.55
15	\$10.74	\$10.95	\$11.13	\$11.35
14	\$10.52	\$10.73	\$10.94	\$11.12
13	\$10.32	\$10.55	\$10.72	\$10.90
12	\$10.14	\$10.33	\$10.50	\$10.69
11	\$9.93	\$10.12	\$10.30	\$10.48
10	\$9.73	\$9.93	\$10.10	\$10.28
9	\$9.55	\$9.73	\$9.91	\$10.08
8	\$9.36	\$9.55	\$9.72	\$9.87
7	\$9.18	\$9.37	\$9.52	\$9.71
6	\$9.01	\$9.17	\$9.36	\$9.55
5	\$8.82	\$9.02	\$9.20	\$9.38
4	\$8.67	\$8.87	\$9.04	\$9.23
3	\$8.53	\$8.72	\$8.89	\$9.07
2	\$8.38	\$8.57	\$8.74	\$8.91
1	\$8.24	\$8.42	\$8.59	\$8.75

C. Definitions – Maintenance

1. Work day – the work day for all maintenance personnel shall be eight (8) hours per day.
2. Work week – the regularly scheduled work week shall be five (5) consecutive days within any week.
3. Work year – the work year for twelve month employees shall consist of two hundred sixty (260) days, inclusive of the dates July 1 through June 30.
4. Night differential – Custodians shall receive a seven and one-half percent (7 ½%) differential for duties performed after 4:00 p.m. assignments and/or day custodians to night assignments when it serves the best interest of the District.
5. Approved overtime shall be paid for all hours worked in excess of forty (40) hours in any one week. Overtime shall be paid at the rate of time and one half.

D. Transportation Personnel Salary Schedule

BUS DRIVER - CLASS B					BUS DRIVER - CLASS C				
	2000-01	2001-02	2002-03	2003-04		2000-01	2001-02	2002-03	2003-04
	<u>Hourly</u>	<u>Hourly</u>	<u>Hourly</u>	<u>Hourly</u>		<u>Hourly</u>	<u>Hourly</u>	<u>Hourly</u>	<u>Hourly</u>
MAX	\$14.03	\$14.98	\$15.99	\$17.11	MAX	\$12.39	\$13.16	\$14.03	\$14.91
15	\$13.74	\$14.67	\$15.70	\$16.76	15	\$12.08	\$12.87	\$13.68	\$14.51
14	\$13.46	\$14.40	\$15.37	\$16.42	14	\$11.80	\$12.55	\$13.31	\$14.14
13	\$13.21	\$14.10	\$15.06	\$16.06	13	\$11.51	\$12.21	\$12.98	\$13.81
12	\$12.94	\$13.82	\$14.74	\$15.75	12	\$11.21	\$11.90	\$12.67	\$13.44
11	\$12.68	\$13.52	\$14.45	\$15.40	11	\$10.92	\$11.62	\$12.33	\$13.10
10	\$12.40	\$13.26	\$14.13	\$15.09	10	\$10.66	\$11.31	\$12.02	\$12.77
9	\$12.16	\$12.96	\$13.84	\$14.78	9	\$10.38	\$11.03	\$11.72	\$12.42
8	\$11.89	\$12.70	\$13.56	\$14.45	8	\$10.12	\$10.75	\$11.40	\$12.08
7	\$11.65	\$12.44	\$13.26	\$14.13	7	\$9.86	\$10.46	\$11.09	\$11.74
6	\$11.41	\$12.17	\$12.96	\$13.81	6	\$9.59	\$10.17	\$10.77	\$11.41
5	\$11.16	\$11.89	\$12.67	\$13.48	5	\$9.33	\$9.88	\$10.46	\$11.11
4	\$10.91	\$11.62	\$12.37	\$13.16	4	\$9.07	\$9.60	\$10.19	\$10.81
3	\$10.66	\$11.35	\$12.07	\$12.82	3	\$8.81	\$9.35	\$9.92	\$10.51
2	\$10.41	\$11.07	\$11.77	\$12.50	2	\$8.58	\$9.10	\$9.65	\$10.22
1	\$10.16	\$10.79	\$11.47	\$12.18	1	\$8.35	\$8.85	\$9.38	\$9.93

MECHANIC - TRANSPORTATION BUS DRIVER-MECHANIC					HEAD MECHANIC - TRANSPORTATION				
	2000-01	2001-02	2002-03	2003-04		2000-01	2001-02	2002-03	2003-04
	<u>Hourly</u>	<u>Hourly</u>	<u>Hourly</u>	<u>Hourly</u>		<u>Hourly</u>	<u>Hourly</u>	<u>Hourly</u>	<u>Hourly</u>
MAX	\$14.18	\$15.14	\$16.16	\$17.25	MAX	\$14.66	\$15.64	\$16.71	\$17.85
15	\$13.89	\$14.83	\$15.83	\$16.89	15	\$14.35	\$15.33	\$16.38	\$17.49
14	\$13.61	\$14.52	\$15.49	\$16.50	14	\$14.07	\$15.03	\$16.04	\$17.09
13	\$13.32	\$14.21	\$15.14	\$16.17	13	\$13.79	\$14.72	\$15.68	\$16.71
12	\$13.04	\$13.89	\$14.83	\$15.80	12	\$13.50	\$14.39	\$15.33	\$16.36
11	\$12.74	\$13.61	\$14.50	\$15.50	11	\$13.20	\$14.07	\$15.01	\$16.01
10	\$12.48	\$13.30	\$14.22	\$15.19	10	\$12.90	\$13.77	\$14.69	\$15.69
9	\$12.20	\$13.04	\$13.94	\$14.88	9	\$12.63	\$13.47	\$14.39	\$15.35
8	\$11.97	\$12.78	\$13.66	\$14.58	8	\$12.36	\$13.20	\$14.08	\$15.01
7	\$11.73	\$12.53	\$13.37	\$14.27	7	\$12.11	\$12.92	\$13.77	\$14.68
6	\$11.49	\$12.27	\$13.09	\$13.95	6	\$11.85	\$12.64	\$13.47	\$14.33
5	\$11.26	\$12.01	\$12.80	\$13.63	5	\$11.59	\$12.35	\$13.14	\$13.98
4	\$11.02	\$11.74	\$12.51	\$13.33	4	\$11.33	\$12.06	\$12.82	\$13.64
3	\$10.77	\$11.47	\$12.23	\$13.04	3	\$11.06	\$11.76	\$12.51	\$13.29
2	\$10.53	\$11.22	\$11.96	\$12.74	2	\$10.79	\$11.48	\$12.20	\$12.96
1	\$10.30	\$10.97	\$11.69	\$12.44	1	\$10.53	\$11.19	\$11.89	\$12.62

D. Definitions – Transportation

1. Work day – regular 66-passenger bus assignment drivers shall be paid on the basis of a four (4) hour day. Drivers of smaller vehicles will be guaranteed two (2) hours at their regular step rate.
2. Work week – the regularly scheduled work week shall be based on twenty (20) hours for 66-passenger bus assignment drivers.
3. Work year – the work year for school bus drivers shall consist of all days district schools are in session, inclusive of the dates September 1 through June 30. Since the school district also transports children to other public and non-public schools, drivers who are assigned to routes servicing these other schools shall be expected to work on those days that the public or non-public schools remain open even through the District's schools are closed.

See Article X F I.6 for salary annualization.

4. Regular bus drivers who drive activity runs after school (i.e., detention, late sports) will be compensated at the driver's regular rate of pay, with a two-hour minimum.
5. All drivers must attend two (2) refresher/safety instruction sessions in school bus safety each year in accordance with the regulations of the Commissioner of Education. Drivers who successfully attend two (2) of the three (3) sessions as scheduled by the Cobleskill-Richmondville Central School District shall receive a lump sum payment of \$60 in June. New employees only attending one (1) session will be paid \$30.00 in the last paycheck in June. The District and the Association agree to meet and confer regarding any additional courses or requirements mandated by the Federal or State governments. The training will not exceed three (3) hours each.
6. Drivers who retire and who continue to serve as substitute drivers shall be compensated at the daily rate equivalent to that which they received upon their retirement.
7. Extra driving (field trips and sports trips) will be compensated at the driver's regular hourly rate of pay, or \$12.74 per hour, whichever is higher.

When an extra trip is scheduled at the time of a regular driver's run, the extra trip salary will be paid, subtracting one (1) hour of time in the morning and one and one-half (1 ½) hours of time in the afternoon. Subtraction for extra runs shall be one (1) hour in the afternoon. The morning subtracting remains the same.

8. Meal Allowance – Drivers assigned extra trips shall be entitled to one (1) meal allowance per trip, not to exceed \$5.00 for actual receipted meal expenses for trips exceeding five (5) hours. The five-hour minimum will not be affected by the above subtraction formulas. The meal allowance for 2001-2002 shall be \$7.00; the meal allowance for 2002-2003 shall be \$9.00; the meal allowance for 2003-2004 shall be \$10.00.

9. Tool Allowance – Effective July 1, 2000, each mechanic shall be granted a \$50.00 cash tool allowance annually. Effective July 1, 2001, each mechanic shall be granted a \$100.00 cash tool allowance annually.

10. Special Runs/Courier Services – Drivers assigned special courier runs will be compensated at their regular hourly rate.

11. Bus drivers will be expected to perform the duties and follow the guidelines as specified in Appendix D.

12. Transportation definitions are listed in Appendix C.

13. If a regular bus driver holds a Class "B" CDL license, the driver will be paid at the Class "B" hourly rate even if appointed to a Class "C" route.

E. Education Aide Salary Schedule

EDUCATION AIDE				
	2000-01	2001-02	2002-03	2003-04
	<u>Hourly</u>	<u>Hourly</u>	<u>Hourly</u>	<u>Hourly</u>
MAX	\$10.74	\$10.92	\$11.12	\$11.32
15	\$10.50	\$10.72	\$10.91	\$11.10
14	\$10.31	\$10.51	\$10.69	\$10.89
13	\$10.11	\$10.31	\$10.49	\$10.64
12	\$9.91	\$10.11	\$10.26	\$10.45
11	\$9.72	\$9.89	\$10.08	\$10.26
10	\$9.51	\$9.71	\$9.89	\$10.06
9	\$9.34	\$9.53	\$9.70	\$9.87
8	\$9.16	\$9.35	\$9.52	\$9.69
7	\$8.99	\$9.17	\$9.34	\$9.50
6	\$8.82	\$9.00	\$9.16	\$9.30
5	\$8.65	\$8.83	\$8.97	\$9.10
4	\$8.49	\$8.64	\$8.78	\$8.90
3	\$8.31	\$8.46	\$8.58	\$8.71
2	\$8.13	\$8.27	\$8.39	\$8.51
1	\$7.95	\$8.09	\$8.20	\$8.31

E. Definitions – Aides

1. Work day – supplemental school personnel shall be considered full-time employees if they re assigned a working day of six (6) hours or more per day on a regular daily basis for the school year. Part-time employees shall be those individuals who are assigned a working day of less than six (6) hours per day for New York State Employees Retirement System purposes on a regular daily basis for the school year.
2. Work week – the regularly scheduled work week shall be five (5) days consecutively, Monday through Friday.
3. Work year – the work year for supplemental school personnel shall consist of the number of student attendance days, inclusive of the dates September 1 through June 30.
4. An education aid who supervises middle school or high school study halls averaging fifty (50) or more students per period for four (4) or more periods per day shall receive a salary differential of \$400.00 per year.
5. The entry level differential for an Education Aide who supervises middle school or high school study halls averaging fifty (50) or more students per period for four (4) or more periods per day shall be established at \$300.00.
6. Full-time Education Aides will be considered regular ten-month employees and will be entitled to fringe benefits as defined for other ten-month employees.

7. Full-time Education Aides will be compensated by an annual salary computed as follows:

- a. Supplemental school personnel shall be on duty on all days which are determined to be instructional school days, as determined by the board-approved annual school calendar.
- b. Hours to be worked per day are multiplied by the number of student attendance days and multiplied by the appropriate hourly rate.
- c. A salary agreement will be issued at the start of each year on this basis. If, during the year, more hours are required, the salary will be recomputed. If more than forty (40) hours are worked in a week, the employee will be paid time and one-half for all hours worked over forty (40) hours.

Appendix B

Medical Examination Procedure

The District and the Association agree that preventative health care is important and in some job classifications is required by law. With this in mind, the following procedure will be used in order to insure that Article VIII, E of the negotiated agreement is accomplished:

- A. By June 30, 1997, and for the remainder of this agreement, the District will notify and provide forms for all unit employees in order to assist them with their responsibility to schedule and receive a physical exam for the following school year as set forth in Articles VIII, E.
- B. By September 1 of each year of the agreement, all association members required to take a physical exam for that year will submit that report on the required form to the District Office. The District agrees to revise the present medical report form which will contain only the information necessary by law and will be on file in the District Office. This medical report will remain confidential.
- C. If a unit member is not in compliance with Article VIII, E by September 1, of each year of this agreement then consequences, to include withholding an association member's pay check, will be applied.

Appendix C

Transportation Definitions

The following are definitions regarding the Transportation Dept. of the Cobleskill-Richmondville Central School District.

1. "Extra Trips" or "Extra Driving" are defined as field trips or trips to athletic events originated by teachers (as approved by the building principal) or the athletic director, and scheduled by the transportation supervisor.
2. "Special Runs" are defined as the mail courier run, or special circumstances such when a driver is requested to: go to a store to procure parts for a school bus; transport a bus to a repair shop; transport a sick child to their residence.
3. "After School Run" is defined as when a driver operates a school bus to transport students to their residence or specific drop-off points after the regular bus routes have been completed (usually after 4:15 PM) for students on detention, students seeking homework assistance, students who missed the regular bus, and students participating in other after-school activities.
4. "Late Sports Run" is defined as when a driver operates a school bus to transport students to their residence or specific drop-off points after the regular bus routes have been completed (usually after 5:30 PM) for students who had been participating in athletic practices or events.

Appendix D

C-RCS Bus Driver Responsibilities

A. Daily Route Activities:

Each Cobleskill-Richmondville Central School District School Bus Driver assigned to a regular route will be paid two (2) hours for each run, meaning the daily paid work hours are four (4) and the weekly paid work hours are twenty (20).

The following activities, in addition to actual driving, must be performed by C-RCS drivers and are to be considered part of the daily/weekly route assignment, in other words "part of the job":

- Daily paperwork: tac cards, time cards, vehicle maintenance sheets, conduct referrals, etc.
- Pre-trip and post-trip inspection.
- Daily sweeping of the bus.
- Weekly washing of vehicle (more often, if needed).
- Fueling of the vehicle.
- Suggestions to improve bus route.

- Conduct of bus drills.
- Employee evaluation / counseling.

Any duty listed in A. above that extends the bus run beyond the two-hour time frame may be recorded on the driver's time card.

B. Other Activities:

The following activities of Cobleskill-Richmondville Central School District School Bus Drivers are duties that need to be performed or responsibilities that need to be carried out on an occasional basis. The School District will pay for hours worked for the following, upon the submission of an approved time card that shows the hours.

- Random drug / alcohol testing.
- Physical performance test.
- 19-A driving test.
- 19-A written test.
- Conferences in school buildings with parents / teachers / principals.
- Annual Kindergarten Orientation day.
- Attendance at meetings scheduled by the School District.
- Time spent on vehicle breakdowns.
- Two-hour "show-up" time on emergency closing days. Those appearing may be asked to perform tasks, such as cleaning buses or removing snow.
- Actual driving time over twenty (20) hours in one calendar-week.