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Contract Database Metadata Elements

Title: **East Rochester Union Free School District and East Rochester Union Free School District Non-Instructional Employee Unit, Civil Service Employees Association, Inc. (CSEA), AFSCME, AFL-CIO, Locals 1000 & 828 (2002)**

Employer Name: **East Rochester Union Free School District**

Union: **East Rochester Union Free School District Non-Instructional Employee Unit Civil Service Employees Association, Inc. (CSEA), AFSCME, AFL-CIO**

Local: **1000, 828**

Effective Date: **07/01/02**

Expiration Date: **06/30/05**

Number of Pages: **45**

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4939

AGREEMENT BETWEEN

THE SUPERINTENDENT OF SCHOOLS

OF THE EAST ROCHESTER

UNION FREE SCHOOL DISTRICT

AND THE EAST ROCHESTER

NON-TEACHING UNION

CSEA, INC., AFSCME,

LOCAL 1000, AFL-CIO

RECEIVED July 1, 2002-June 30, 2005
NYS PUBLIC EMPLOYMENT
RELATIONS BOARD

DEC 06 2004

ADMINISTRATION

75

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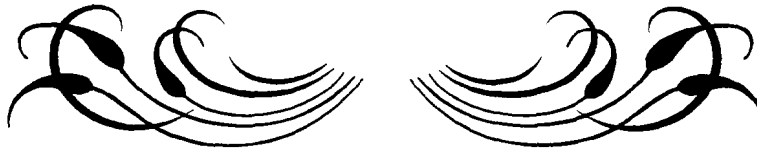
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PREAMBLE

This agreement is made pursuant to Article XIV of the Civil Service Law of the State of New York and entered into as on the 22 day of November, 2002, between the East Rochester Union Free School District, East Rochester, New York, (hereinafter referred to as the employer) and the Civil Service Employees Association, Inc., Local 1000 AFSCME, AFL-CIO, the certified union for the East Rochester Union Free School District Non-Instructional Employee Unit, Local 828 (hereinafter referred to as the union).

ARTICLE I

RECOGNITION

The Board of Education of the East Rochester Union Free School District hereby recognizes that the Civil Service Employees' Association, Inc., AFSCME, Local 1000, AFL-CIO, Local Unit #828, has been certified as the exclusive representative for the East Rochester School District employees for the purpose of collective bargaining and the settlement of grievances for a unit consisting of all full-time and regularly scheduled part-time employees employed by the employer in the following job titles: Cleaner, Custodian, Clerk-Typists, Grounds Equipment Operator, Food Service Helper, Maintenance Mechanic I, Hardware Network Installer, Audiovisual Assistant, Media Clerk, Laborer, Cook-Manager, Teacher Aides, Bus Drivers, Teacher Assistants and School Nurses. Excluded from said recognition and certified unit are all other employees.

NO DISCRIMINATION

The employer shall not discriminate against employees on the basis of their membership in the union and will not interfere with the rights of employees to become members of the union for the purposes of collective bargaining. There shall be no discrimination by the employer against any employee on the basis of race, creed, color, national origin, sex or age, as proscribed by applicable federal and state laws.

ARTICLE II

GENERAL CONDITIONS OF EMPLOYMENT OF EMPLOYEES COVERING WAGES, HOURS, CONDITIONS, FRINGE BENEFITS

1. Employee Definitions

Employees who regularly work thirty (30) or more hours per week shall be considered full-time employees. Employees who regularly work less than thirty (30) hours per week shall be considered part-time employees.

a) 12 Month, Full Time Employees include:

Clerk Typists, Head Custodian, Custodians, Cleaners, Maintenance Mechanic, Grounds Equipment Operator, Cafeteria Manager, and Computer Hardware Installer.

b) 10 Month Full Time Employees include:

Teacher Assistants, Teacher Aides, Media Clerk, Audio-Visual Assistant, Nurses and Bus Driver.

c) Part-time Employees include:

School Aides and Food Service Workers.

Part-time employees shall receive only those benefits specifically granted to them in this agreement.

2. Seniority

Seniority shall prevail in that the Employer recognizes the general principle that senior employees shall have preferences in employment and overtime work, in accordance with the schedule contained herein, and provided such

employees are qualified for such work. Employees shall be placed on a seniority list after thirty days of employment as of their first day of hire.

3. **Loss of Seniority**

An employee will lose his/her seniority when his/her employment is terminated, whether by himself, by the Board or its agents. An employee will continue to accumulate his/her seniority up to one year while on an unpaid leave for a work-related injury covered by the Workers' Compensation Law.

4. **Layoff and Recall**

When it becomes necessary to reduce the working force, the last employee on the seniority list within the job classification and title affected will be laid off first. When the force is again increased, the employees within the affected job classification and title are to be returned to work in the reverse order in which they were laid off. Layoff and Recall for members of the Competitive Class of Employees will be in accordance with §80 and §81 of the Civil Service Law.

5. **Overtime**

Overtime shall be distributed as equally as possible, first within the job classification and title in which such overtime is needed and then among other qualified employees rotated according to seniority. On Friday of each week the supervisor will post the overtime available for the following week. Any employee who wishes to work overtime must notify the supervisor no later than Tuesday of the following week. In the event the employee

requests overtime and does not work, that employee will not be given any overtime for one month. When non-school sponsored events take place and a building is open, but no regular employee is assigned to work at that time, a member of the Buildings and Grounds unit members will be brought in to cover the building and perform such tasks as are assigned. Overtime for these events will be provided on a rotating basis.

A. The Employer reserves the right to use non-custodial employees for part-time custodial work during their regular shift. However, non-custodial employees will be ineligible to receive custodial overtime employment unless all custodians refuse said overtime according to seniority.

B. The normal workweek shall be as follows:

- 1) forty (40) hours for buildings and grounds personnel
- 2) thirty-seven and one-half (37½) hours for the classified clerical personnel. The summer and recess hours for clerical personnel will be thirty (30) hours per week.

C. Scheduling and Flexible Scheduling

For the purpose of overtime pay, hours worked between six (6) and eight (8) hours per day and between thirty (30) and forty (40) hours per week shall be paid at straight time. All hours worked in excess of eight (8) in any one day or forty (40) in any workweek shall be paid at time and one-half (1½). Time worked on Sunday and holidays will be paid at double time. All time worked on Saturday will

be paid at time and one-half except in the event of a flexible schedule.

In the event the District establishes a flexible schedule of four (4) ten (10) hour work days and assigns employees a Monday through Thursday or Wednesday through Saturday schedule, overtime will only be paid over ten (10) hours in the work day or forty (40) in the work week. If the employee's regular scheduled workday in the flex schedule is Saturday no overtime will be paid unless it is over ten (10) hours and/or over forty (40) hours in that employee's workweek. Sunday and holiday work will be compensated as stated above regardless of the employee's regular work schedule.

Current employees who are working a five-day workweek will only be assigned to the four-day flexible schedule if mutually agreeable to the employee and the District. Employees who are subsequently hired and assigned to a five-day workweek upon hire will be similarly treated if they are asked to move to the flexible four-day schedule. Employees who are hired for the four-day schedule cannot change to a five-day schedule unless the district agrees.

Employees who regularly work a five-day schedule may, with the mutual agreement of the employee and the District, have the flexibility of determining their five (5) day cycle of either Monday through Friday or Tuesday through Saturday. In the event the employee's schedule includes a Saturday as part of the regular

workweek, the employee will be paid time and one-half only for hours worked after eight in a given day or forty hours in the week.

Sunday and holiday work will be compensated as stated above regardless of the employee's regular work schedule. Any mutually agreed upon changes in schedule between the District and an employee or group of employees which includes Sundays as part of the employee's regular work schedule will relieve the District of double time compensation for work on Sunday for that employee or group of employees.

- D. When an employee believes he/she needs to work overtime in order to complete his/her job responsibilities, the employee may request overtime and must have the approval of his/her supervisor. If approved, the employee shall be compensated for the overtime worked.
- E. A statement of the total number of days or sick leave, vacation and personal leave shall be issued to those employees entitled to such benefits once a year, usually in September.
- F. A coffee area will be provided for the employees. No smoking is permitted on District property or in District vehicles.

G. **Emergency Closings**

When school is closed due to emergency conditions all 12-month employees are to report to work unless told not to. Clerical staff will be released at 2:00pm on days when school is closed due to emergency conditions.

In the event the District does not require employees who would otherwise have to report for work to report for duty due to emergency closings, such employees shall be paid for the day.

All 10-month employees (teacher assistants, teacher aides, nurses, audiovisual assistant, media clerk, bus driver, school aides, and food service helpers) do not have to report to work. Furthermore, personnel in these positions will be paid for the day.

ARTICLE III

DECLARATION OF PLEDGE OF NO STRIKE POLICY

In consideration of the recognition by the Employer of the Association as the sole and exclusive bargaining representative of the employees, the Association does hereby affirm a policy that it does not assert the right to strike against the school system, nor will it assist in or participate in any such strike by the employees, nor will it impose any obligation on said employees to conduct, assist or participate in a strike.

ARTICLE IV

UNION RIGHTS

The Employer shall deduct from the pay of each employee covered by this agreement all regular union initiation fees, membership dues and CSEA insurance premiums, provided that at the time of such deductions there is in the possession of the employer a current written authorization executed by the employee authorizing said deduction by the employer.

The Civil Service Employee's Association, Inc., having been certified as the exclusive representative by the employees within the bargaining unit represented by this agreement, shall have deductions made from the wage or salary of employees of said bargaining unit who are not members of the Civil Service Employees Association, Inc., the amount equivalent to the dues levied by the Civil Service Employee's Association, Inc.

The Civil Service Employees Association, Inc., shall have exclusive rights to payroll deduction of dues, union sponsored insurance and benefit programs and agency fees for employees covered by this agreement. Such dues, premiums and fees shall be remitted in a single check, along with a listing of all such employees to the Civil Service Employees' Association, Inc., 143 Washington Avenue, Albany, NY 12210, on a monthly basis.

The union agrees to indemnify and hold harmless the employer from any and all claims, disputes or damages sustained as a result of making the deductions provided for in this section.

A. Notification

The employer shall prepare sufficient copies of this agreement to give to all current employees. All new employees shall be given a copy of this agreement within two weeks of the commencement of employment. Upon the commencement of employment of a new employee, his name and date of hire shall be given to the unit president.

B. Bulletin Boards

The employer shall designate appropriate bulletin board space, if available, to be used solely by the union in each of the buildings in the District for posting of notices regarding the business affairs, meetings, and social events of the union. Political or inflammatory material shall not be posted.

C. List of Employees

A list of names, addresses and job titles of all employees covered within this unit will be made available to the unit president once a year.

ARTICLE V

GRIEVANCE RIGHTS

1. Declaration of Purpose

This procedure is designed to secure the equitable resolutions of grievances at the lowest possible administrative level in an expeditious and efficient manner.

2. Definitions

2.1 Grievance: A grievance is a claim by an employee or group of employees in the negotiating unit or the union alleging a violation, misinterpretation, or misapplication of any provision of this agreement.

2.2 Union: Shall mean the Civil Service Employees Association, Inc., Local 1000, AFSCME, AFL-CIO, East Rochester School District Non-Instructional Employee Unit, Local 828.

2.3 Aggrieved Party: Shall mean the union and/or any person or group of persons in the negotiating unit filing a timely grievance.

2.4 Party of Interest: Shall mean any party named in a grievance who is not the aggrieved party.

2.5 Hearing Officer: Shall mean any individual with the duty of rendering decisions at any grievance stage hereunder.

3. Time Limits

- 3.1 The time limits specified herein may be modified only by mutual agreement.
- 3.2 An alleged grievance shall not be entertained and will be deemed waived unless presented at the first appropriate stage within ten (10) work days after the aggrieved party/parties knew or should have known of act(s) or condition(s) on which the grievance is based.
- 3.3 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.
- 3.4 Failure at any stage of the grievance procedure to communicate a decision to the aggrieved party and/or the aggrieved party's union representative, within the specified time limits, shall permit the lodging of any appeal at the next stage of the procedure within the time which would have been allotted had the decision been communicated by the final day.

4. Procedure

- 4.1 Each written grievance shall include the name and position of the aggrieved party or parties affected by the alleged grievance; the specific article and section of this agreement involved; the time and place where the alleged events or conditions constituting the alleged grievance existed and the identity of the party allegedly responsible

for causing the existence of said events or conditions if known to the grievant; a general statement regarding the nature of the grievance and the redress sought by the aggrieved party.

4.2 If a grievance affects a group of employees under different supervision or relates to system-wide contract application, it may be submitted directly to Stage 3. Further, any employee to whom Stages 1 and 2 do not apply shall have immediate recourse to Stage 3.

4.3 The aggrieved party or parties may be accompanied and represented at each stage of the grievance procedure by a union representative.

4.4 A settlement of the grievance may be made at any level but the terms of any settlement may not be inconsistent with the terms of the contract.

4.5 The grievant(s) union representative shall have access at reasonable times to the grievance record as developed at each stage of the process.

5. Stage of Grievance

5.1 Stage 1: Non-Unit Immediate Supervisor - Informal

The aggrieved employee and/or his/her representative shall orally present the grievance to his/her immediate supervisor with the

objective of resolving the matter informally. The immediate supervisor shall render an oral decision within seven (7) workdays after presentation.

5.2 Stage 2: School Business Administrator - Written

If the grievance is not resolved at Stage 1, it shall be reduced to writing on the mutually agreed upon form and submitted to the School Business Executive within five (5) workdays after the Stage 1 decision. Within seven (7) workdays after receipt of the written grievance, the School Business Executive will render a written decision and send such decision to the aggrieved employee's representative.

5.3 Stage 3: Superintendent

If the grievance is not resolved satisfactorily at Stage 2, the aggrieved employee's union representative shall submit the written grievance and the Stage 2 written decision to the Superintendent within five (5) workdays after the Stage 2 decision. Within fifteen (15) workdays after receipt of the written grievance, the Superintendent and his/her duly authorized representative shall conduct a hearing with the aggrieved party/parties, his/her representative and all the parties in interest. The Superintendent shall render a written decision to the aggrieved party and his/her representative within fifteen (15) workdays of the conclusion of the hearing.

5.4 Stage 4: Arbitration

If the grievance is not satisfactorily resolved at Stage 3, and the union considers the grievance meritorious, the union may submit the grievance to arbitration by written notice to the Superintendent of Schools within ten (10) workdays of the decision at Stage 3. Within ten (10) workdays after such notice, the Superintendent or his/her representative may confer with the union representative to see if they can agree on a mutually acceptable arbitrator. If no such agreement can be reached, or if the parties waive such conference, the American Arbitration Association will be asked to administer the arbitration proceeding in accordance with its rules and procedures and the parties agree to be bound by said Rules of Voluntary Labor Arbitration.

The arbitrator shall render his/her written decision not later than thirty (30) days from when the hearing is declared closed. The arbitrator shall have no power or authority to make any decision or award requiring the commission of an act prohibited by law or which is volatile of the terms of this agreement. The arbitrator will similarly be without authority to add to or detract from the terms of the agreement.

The District and the Union will share the arbitrator's fees and expenses equally.

The decision of the arbitrator shall be final and binding.

ARTICLE VI

DISCIPLINE AND DISCHARGE

Any employee who has successfully completed his/her probationary period shall not be disciplined or discharged without just and sufficient cause. Discipline and discharge of probationary employees shall be in the discretion of the District. The grievance procedure shall be the sole and exclusive avenue used to challenge a disciplinary or dismissal action for non-probationary competitive employees and for other unit members with two (2) or more years of service and replaces the procedures and rights contained in §75 and §76 of the Civil Service law, and replace all rights to appeal or review any discipline or discharge matter to the Civil Service Commission, the Commissioner of Education, or any court except as provided for in Article 75-Arbitration CPLR §7501 et seq.

Probationary Period

All employees shall be regarded as probationary employees until they have been employed within the bargaining unit for a period of twelve (12) consecutive months.

Any non-probationary competitive employee or other unit member with two (2) or more years of service who is disciplined or discharged under this provision shall be given the reason therefor. Excluded from discipline and discharge actions are counseling conversations or non-disciplinary counseling memos given to an employee.

ARTICLE VII

PAY PERIOD

All employees covered hereunder shall be paid in full every other week. When the regular payday falls on a holiday the employer shall pay the employee on the last banking day immediately preceding the holiday.

Employees will have checks mailed out to them during recesses and while on vacation.

ARTICLE VIII

POSTING OF JOB VACANCIES

Postings for job vacancies and new positions will be sent to the Union President before posting. The District Office will post by bulletin boards in all buildings notices of all regular part-time and full-time openings (excluding substitutes) for positions in the bargaining unit. Such announcement of vacancies shall be posted at least five (5) business days before being filled. If there is an immediate need to fill the job, however, the five-day period may be waived by the District with a notice to the unit president.

When such vacancies are announced, employees who wish to be considered for appointment to such vacancies shall file a written application with the District Business Office within two (2) business days of the posting.

ARTICLE IX

JOB CLASSIFICATION

The Employer has the right to classify all jobs and to conduct a time study of each position to ascertain and to equalize the workload of all custodial employees and to alter workloads and schedules as needed.

ARTICLE X

VACATIONS

12-Month Full Time Employees

A. QUALIFICATIONS:

1 through 7 years	13 working days per year
8 through 14 years	17 working days per year
15 through 19 years	21 working days per year
20 and over	22 working days per year

B. Vacations shall be taken anytime upon approval by the Superintendent of Schools.

C. In the case of all employees covered by this Agreement who are entitled to vacation days who use a limited number of leave days per year, the Superintendent will allow an incentive award as follows:

1. If an employee uses no sick days or personal days per fiscal year, the Superintendent will allow three vacation days in addition to regularly earned vacation days.
2. If an employee uses only three or less sick days or personal days per fiscal year, the superintendent will allow two vacation days in addition to regularly earned vacation days.
3. If an employee uses only four sick days or personal days per fiscal year, the Superintendent will allow one vacation day in addition to regularly earned vacation days.
4. Vacation days may be accumulated up to 40 days.
5. Only deaths in family, accident on the job and jury duty leave days are exempted from the definition of leave days for purposes of the above incentive awards.

ARTICLE XI

Holidays

12-MONTH, FULL-TIME EMPLOYEES:

All full-time (12 month) employees covered hereto shall be entitled to the following holidays:

- | | |
|----------------------------------|-------------------------------------|
| 1. Independence Day | 8. Christmas |
| 2. Labor Day | 9. New Year's Eve Day |
| 3. Columbus Day | 10. New Year's Day |
| 4. Veteran's Day | 11. Martin Luther King Jr. Birthday |
| 5. Thanksgiving | 12. Lincoln's Birthday |
| 6. Friday following Thanksgiving | 13. Washington's Birthday |
| 7. Day before Christmas | 14. Good Friday |
| | 15. Memorial Day |

10-MONTH, FULL-TIME EMPLOYEES

All full-time (10 month) employees covered hereto shall be entitled to the following holidays:

- | | |
|----------------------------------|------------------------------------|
| 1. Memorial Day | 6. New Year's Day |
| 2. Veteran's Day | 7. Martin Luther King Jr. Birthday |
| 3. Thanksgiving | 8. Lincoln's Birthday |
| 4. Friday following Thanksgiving | 9. Washington's Birthday |
| 5. Christmas | 10. Good Friday |

ARTICLE XII

ABSENCE FROM DUTY

A. 12-Month, Full-Time Employees

All full-time, 12-month employees of the Board of Education shall be allowed one day per month during the first year of service; twelve days per year thereafter for employees on a twelve-month basis.

B. 10-Month, Full-Time and Part-Time Employees

All part-time and full-time, 10-month employees shall be allowed one-half day per month during the first year of service, ten days per year thereafter.

Any of the above-unused days shall be credited to a sick leave reserve. The total of this reserve shall be 200 days for all employees. A doctor's statement shall be presented before payment can be made when absence due to illness exceeds the days allowed for the current year.

1. In the event of extended illness necessitating absence beyond the earned accumulated days in the case of a full-time employee who has been in the system five (5) years or more, the employee shall receive one-half pay per day for each day beyond accumulated days, but not to exceed one-half the amount of days accumulated prior to the illness necessitating the extended absence.

EXAMPLE: Employees with five years' service and fifty (50) accumulated days has an illness which extends to eighty (80) days. In this case the employee gets his fifty (50) accumulated days plus twenty-five (25) days of half pay.

C. **Personal Accident**

The above personal illness procedure shall apply to personal accident except that:

1. East Rochester Union Free School District carries Workers' Compensation insurance. In the event of an accident covered by such insurance, which necessitates absence, employees shall be paid the difference between the wage allowance under compensation and the salary, which would normally be paid for a period not to exceed one year. The employee will be paid his/her regular paycheck and will assign the Workers' Compensation check to the District.
2. An employee who is injured on the job for a compensatable injury who requires medical attention or is not able to work will not be charged for sick time or leave time for seeking such medical attention or absence during his/her normal work time within the first seven days. The District may require a physician's certification.
3. If any employee is absent due to a work-related injury for more than seven days, but less than fourteen days, compensation does not begin until the eighth day.
4. If an employee is absent due to a work-related injury for more than fourteen days, compensation is paid for ALL time absent.

5. A doctor's statement is required before compensation can be considered, and is also required granting permission for the employee to return to work.

D. **Illness or Accident in the Family**

Time not to exceed five days per year, not cumulative, may be used for critical illness or accident in immediate family or for unusual circumstances brought about by illness or accident in the immediate family. These days will be taken from the personal sick leave reserve. Immediate family is defined to mean spouse, child, father, mother, sister, brother or relative living in the household.

E. **Death in Family**

In the event of death in the family all employees covered in the unit shall be allowed up to five (5) consecutive work days paid leave for the following family members: spouse, son, daughter, father, mother, sibling, father-in-law and mother-in-law. Three (3) days will be allowed for grandparents and grandchildren, brother and sister-in-law. One (1) day will be allowed for aunts, uncles, cousins, nieces and nephews. Up to two (2) days for other deaths not covered above may be granted at the sole discretion of the Superintendent of Schools.

(Green sheets are only required for deaths not listed in contract after ratification).

F. **Jury Duty**

All employees covered in the unit called for jury duty shall receive their salary.

G. **Quarantine**

No salary deductions shall be made in the event the local health officer establishes quarantine. Satisfactory proof of the beginning and close of the quarantine period shall be furnished. This exemption will not apply to personal quarantine, which shall be considered a personal illness.

H. **Notification of Absences**

Notification of absences covered under these regulations shall be made as soon as possible to his/her supervisor so that adequate substitutes may be secured. This procedure should be followed on a day-to-day basis unless absence will be for an extended time and the employee can give a definite date when he or she will return to work.

I. **Loss of Pay**

No salary shall be paid for absences other than those covered above. Deduction shall be made on the basis of daily rate for each day of absence.

J. **Personal Obligations**

1. **12-Month, Full-Time Employees:**

Three (3) days per year will be granted for personal obligations.

2. **10-Month, Full and Part-Time Employees:**

Two (2) days per year will be granted for personal obligations.

These days shall not be cumulative, shall not be the last day before a vacation, or the first day following, and will not be taken from sick leave. However, in the event that the employee has no alternative but to request a personal day before or after a vacation, the employee must make a written request to the superintendent 2 weeks prior, detailing the reasons for the absence.

All requests should be made in writing (District forms available in each office) and filed with the supervisor prior to absence and approved whenever possible. Personal obligations shall be interpreted to mean those that are impossible to be satisfied other than during school hours such as:

- Wedding (self, close friend or immediate family)
- College graduation of son or daughter
- Transporting son or daughter to and from college
- Subpoena, attendance at court, house closing, moving
- Religious observance
- Death (other than immediate family)
- Adoption

K. **Child Bearing Leave**

An employee who has accumulated sick leave may apply such accumulated sick leave toward the period of disability connected with the bearing of a child. Appropriate medical certification shall be provided as may be required with any other disability. A spouse may use illness days immediately following the birth of a child to care for the child or spouse up to the maximum number of days allowed for in section D, Illness in Family.

L. **Child Rearing Leave**

An employee who desires to rear or care for a child may request an unpaid leave of absence from the Board of Education and may be granted such leave for a period of time not to exceed one year. The employee may request additional leave from the Board, in writing, at least thirty days prior to the expiration of the first leave. Under no circumstances will Child Bearing Leave and child Rearing Leave exceed an aggregated maximum of two (2) years per individual event.

M. **Resignation**

Employees must give two weeks notice of resignation; during those two weeks, no sick time will be allowed without a doctor's statement and no vacation / personal time will be allowed without prior approval

ARTICLE XIII

CLASS OR WORKSHOP ATTENDANCE

If the District mandates a unit member to attend a class or workshop that is beyond regular work hours, the unit member shall be compensated at the rate of time and one-half (1½x) his/her regular hourly rate of pay. Such mandate will be in writing. The cost of such class or workshop will be borne by the District.

Each employee shall be given the opportunity to attend a workshop program subject to the approval of the Superintendent. The employee with the lowest seniority shall have the first opportunity to attend. Reimbursement shall be provided employees upon attendance.

ARTICLE XIV

IN-SERVICE COURSES AND PROGRAMS

Upon the prior approval of the Superintendent of Schools, an employee may request to take an in-service course that directly relates to his/her job. If approved, the District will pay the reasonable cost of the course.

ARTICLE XV

HEALTH INSURANCE

1. Active Employee Health Insurance:

The employer shall make available to all full-time, 10- and 12-month employees hired before July 1, 1997 covered under this contract one of the Blue Cross and Blue Shield with Major Medical Coverage plans offered by the District (Blue Million, Blue Choice, Blue Choice Select, Group Health which includes the Wilson Health Center) and shall pay the total premium for said coverage.

The District will pay the equivalent of eighty-five percent (85%) of the Blue Choice premium for active employees hired after July 1, 1997 and before June 30, 2002. Therefore, employees hired after July 1, 1997 and before June 30, 2002 and who qualify for health insurance will pay fifteen percent (15%) of the Blue Choice premium. Employees hired after July 1, 1997 and before June 30, 2002 and who opt for the Blue Million healthcare plan, the District will pay the equivalent of 85% of the Blue Choice premium.

The District will pay the equivalent of eighty-five percent (85%) of the Blue Choice Select premium for active employees hired after July 1, 2002 and before

June 30, 2005. Therefore, employees hired after July 1, 2002 and before June 30, 2005 and who qualify for health insurance will pay fifteen percent (15%) of the Blue Choice Select premium. Employees hired July 1, 2002 and before June 30, 2005 and who opt for the Blue Million or Blue Choice healthcare plan, the District will pay the equivalent of 85% of the Blue Choice Select premium.

Part-time employees in any classification may only participate in the District health insurance plans by paying the full cost of the premium.

The District shall provide to all full time employees who elect to become members, the Smile Saver Dental Plan, Option I. The District shall pay 100% of the premium costs for this plan for the duration of the Agreement for employees hired before July 1, 1997.

Employees hired after July 1, 1997 who qualify for the dental plan will pay fifteen percent (15%) of the premium.

Part-time employees in any classification may participate in the District dental insurance plan by paying the full cost of the premium.

2. Retiree Health Insurance:

The District will pay one-hundred percent (100%) of the premium cost associated with the Blue Cross and Blue Shield with Major Medical Coverage plans offered by the District (Blue Million, Blue Choice, Blue Choice Select, Group Health which includes the Wilson Health Center) for those employees hired before July 1, 1997, who meet the following criteria: they are fifty-five years of age or older, and have twenty (20) or more years of service in the

District. Employees who are employed for ten (10) years but less than 20 years and who are 55 years of age and retire will be entitled to coverage less 5% for each year less than twenty (example: 19 years of service = 95%; eighteen years of service = 90%, etc.). An employee who retires at age 55 and with ten (10) years of service will receive 50% premium coverage by the District. Less than ten (10) years of service, no coverage. Dental coverage is not included and is not part of the health insurance coverage for retirees.

The District will pay the equivalent of one-hundred percent (100%) of the premium cost associated with Blue Choice for those employees hired after July 1, 1997, who meet the following criteria: they pay fifteen percent (15%) of the Blue Choice premium, they are fifty-five years of age or older, and they have twenty (20) or more years of service in the District. Employees hired after July 1, 1997 and having paid fifteen (15%) of the premium as an active employee and are employed for ten but less than 20 years and are 55 years of age and retire will be entitled to coverage less 5% for each year less than 20 (example 19 years of service =95%, etc.). Less than ten years of service, no coverage. Dental coverage is not included and is not part of the health insurance coverage for retirees.

The District will pay the equivalent of eighty-five percent (85%) of the premium cost associated with Blue Choice Select for those employees hired after July 1, 2002, who meet the following criteria: they pay fifteen percent (15%) of the Blue Choice Select premium as an active employee, they are fifty-five years of age or older, and they have twenty (20) or more years of service in the

District. Said employees will continue to pay fifteen percent (15%) of the premium after retirement from the District. Employees hired after July 1, 2002 and pay fifteen (15%) of the premium and are employed for ten but less than 20 years and are 55 years of age and retire will be entitled to coverage less 5% for each year less than 20 (example 19 years of service =80%, etc.). Less than 10 years of service, no coverage. Dental coverage is not included and is not part of the health insurance coverage for retirees.

Employees who retire with a family plan will continue the family plan into retirement. The surviving spouse of a retiree will be allowed to continue a single plan if he/she contributes 100% of the cost. Retirees who elect to continue dental coverage must contribute 100% of the cost.

ARTICLE XVI

PENSIONS

The employer agrees to pay the total cost of the 1/50th retirement plan, designated as section 75-I, Non-contributory Improved "20 Year Career" Plan consistent with the provisions of the tier under which the employee was hired as required by law.

ARTICLE XVII

WORKING CONDITIONS

- A. All full-time employees of the Association shall be entitled to two rest periods of 20 minutes each, one taken during the first four hours of his/her shift and the other taken during the second four hours of his/her shift. Such breaks are not to be used to extend lunch or dinner hours or to shorten the workday. One custodial employee in each building will be on call at all times.
- B. Members of the Association working on other than the day shift will be given an opportunity to attend Association meetings held in the evening, provided that such meetings are limited to one per month and with the understanding that the employee will complete his/her work on the job.
- C. An employee temporarily assigned to a higher job classification duty other than his/her regular classification for a period of five (5) or more days shall receive a premium of ten cents more per hour, retroactive to the first day of temporary assignment if it exceeds five (5) days.
- D. The employee and the Association are entitled to copies of all material in his/her personal file, and both have the right to examine and inspect the files at any time, so long as the employee gives the Superintendent of Schools written permission to make the file available.
- E. Employees may not leave the building or grounds except during lunch hour without prior approval from the supervisor.

- F. Employees are to report any breakage, theft or vandalism they discover to their supervisor.
- G. Whenever a unit member is disciplined, the District shall complete a disciplinary form notifying the unit member of the alleged violation. The form shall be mutually agreed upon between the parties. Any disciplinary action shall be for good and sufficient reason, and shall be subject to the grievance procedure.
- H. At the time of employment, promotion, or change in assignment, any benefits, salaries or privileges gained by previous experience in the school district will be agreed upon between the employee and the superintendent at the time of employment, promotion or change in assignment. Any additional compensation offered to an employee must be negotiated with the Association prior to implementation.
- I. The District shall furnish to the Association, upon written request, all information needed by the Association for the negotiation and administration of the Agreement with reference to terms and conditions of employment.
- J. Maintenance of the custodial uniform is the responsibility of the employee. While the district provides various types and styles of 'tops' (shirts, sweaters, sweatshirts), trousers are the personal choice of the employee. Stretch pants are prohibited at all times. Shorts may be worn, on occasion, at the discretion of the supervisor.

ARTICLE XVIII

EMPLOYEE PERFORMANCE APPRAISAL

Each member of the bargaining unit will be evaluated yearly and not later than March 31 each year. If the employee receives an unsatisfactory evaluation in critical areas of job performance and does not improve performance by June 30, the employee does not get an increase on July 1. (Subject to evaluation form identifying critical areas)

ARTICLE XIX

WAGES

All unit members hired before July 1, 2002 will receive the following increases :

1. Effective July 1, 2002 each base hourly wage will be increased \$.30 and an additional four percent (4.0%) will be added to that base.
2. Effective July 1, 2003 each base hourly wage will be increased by four percent (4.0%).
3. Effective July 1, 2004 each base hourly wage will be increased by four percent (4.0%).

B. The second shift differential will be fifty cents (\$.50) and the third shift differential will be sixty cents (\$.60).

C. For the purposes of this contract, the starting salaries for unit positions in the District will be as follows:

<u>Starting Salaries:</u>	<u>2002-03</u>	<u>2003-04</u>	<u>2004-05</u>
<u>Clerk Typist</u>	9.00	9.23	9.50
<u>Clerk III/Typist</u>	9.50	9.74	10.03
<u>Clerk II/Typist</u>	10.50	10.76	11.09
<u>Teacher Assistants</u>	9.00	9.23	9.50
<u>Teacher Aides</u>	6.50	6.76	7.03
<u>School Aide</u>	6.00	6.15	6.33
<u>AV Asst</u>	8.75	8.97	9.24
<u>Computer Hardware Installer</u>	12.02	12.32	12.69
<u>Nurses</u>	15.00	15.38	15.84
<u>Head Custodian</u>	11.50	11.79	12.14
<u>Custodian</u>	8.00	8.20	8.45
<u>Cleaner</u>	7.00	7.18	7.39
<u>Head Grounds Equipment Operator</u>	12.00	12.30	12.67
<u>Maintenance Mech. I</u>	12.00	12.30	12.67
<u>Cafeteria Manager</u>	N/A	N/A	N/A
<u>Food Service Helper or Worker</u>	6.00	6.15	6.33
<u>Bus Driver</u>	9.25	9.48	9.77

D. A career award will be paid annually to full time unit members who meet the following years of service in the District:

- 15 years of service \$500
- 20 years of service \$750
- 25 years of service \$1000

ARTICLE XX

RETIREMENT INCENTIVE PLAN

A. Retirement Incentive

Any full-time employee in the unit with ten (10) or more consecutive years of service in the District who first become eligible to retire in each year of the plan under the New York State Retirement System and who gives the District an irrevocable letter of retirement/resignation by January 31, 2003, January 31, 2004, January 31, 2005. Retirement is not to be later than June 30 of the given year of his/her first eligibility.

PAYMENT: Any full-time unit member who meets the above requirements and fulfills the above procedure will receive a one-time lump sum payment equal to two hundred dollars (\$200) for each full year of consecutive service in the District (e.g., twenty (20) years of service - \$4000 lump sum payment). An employee who does not retire/resign in the first year he/she is eligible for the plan is thereafter precluded from coverage under the plan.

The Retirement Incentive Plan is for the first three years of the agreement

and expires as of June 30, 2005.

B. Payment for unused sick days upon retirement

All full-time 12-month unit members and all full-time, 10-month unit members who retire from the District and who meet criteria of New York State Employee's Retirement System and who have ten (10) or more years of service in the District will be compensated for one half of their accumulated sick time leave at \$ 35.00 dollars per day.

All part-time unit members (school aides and food service workers) who retire from the District and who meet criteria of New York State Employee's Retirement System and who have ten or more years of service in the District will be compensated for one half of their accumulated sick time leave at \$15.00 dollars per day.

ARTICLE XXI

NEGOTIATIONS

Negotiations for any contract shall begin the first Monday of December 2004. The parties hereto agree that all negotiable items have been discussed during the negotiations leading to this Agreement and hereby agree that the negotiations will not be reopened on any time whether contained herein nor during the period covered by this Agreement.

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

ARTICLE XXII

SAVINGS CLAUSE

Any clause or provision in this agreement, which is contrary to or inconsistent with the New York State Civil Service Law or applicable to Federal law, shall be deemed null and void except to the extent any such clause or provision is consistent with said laws.


Memorandum of Agreement

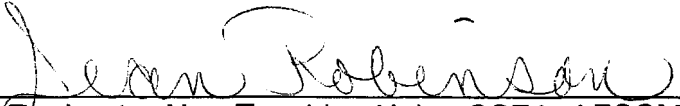
Meeting between teacher and teacher aides

BY AND BETWEEN THE EAST ROCHESTER UF SCHOOL DISTRICT and the EAST ROCHESTER NON-TEACHING UNION CSEA, AFSCME, LOCAL 1000, AFL-CIO

Upon ratification of the contract, the East Rochester Union Free School District agrees to hold a joint meeting between the teachers who have teacher aides and the aides. The District agrees to hold the meeting on the first day of school when students are not in attendance to explain responsibilities of the teacher aides. The meeting may be a part of a general faculty meeting.

Date: 4/30/02


East Rochester UFSD Signature


East Rochester Non-Teaching Union CSEA, AFSCME, Local 1000, AFL-CIO


Memorandum of Agreement

Fingerprinting

BY AND BETWEEN THE EAST ROCHESTER UF SCHOOL DISTRICT and the EAST ROCHESTER NON-TEACHING UNION CSEA, AFSCME, LOCAL 1000, AFL-CIO

Upon ratification of the contract, the East Rochester Union Free School District agrees to pay all fingerprinting fees associated with New York State Department of Education Office of School Personnel Review and Accountability (OSPRA). The District agrees to pay these fees for the duration of the contract (July 1, 2002-June 30, 2005).

Date: 4/9/02


East Rochester UFSD Signature


East Rochester Non-Teaching Union CSEA, AFSCME, Local 1000, AFL-CIO

Memorandum of Agreement

Inclusion of career award in base salary

BY AND BETWEEN THE EAST ROCHESTER UF SCHOOL DISTRICT and the EAST ROCHESTER NON-TEACHING UNION CSEA, AFSCME, LOCAL 1000, AFL-CIO

Upon ratification of the contract, the East Rochester Union Free School District agrees to include the 25-year career award (\$1,000) in the base salary of any full-time unit member who is eligible to retire under this contract. The unit member must submit an irrevocable letter of intent to retire from the district no later than 2 weeks from ratification of this contract. Retirement must occur no later June 30, 2005.

Date: 10-23-2002



A large, stylized handwritten signature in black ink, written over a horizontal line. The signature is cursive and appears to be the name of a representative from the East Rochester UFSD.

East Rochester UFSD Signature



A handwritten signature in black ink, written over a horizontal line. The signature is cursive and appears to be the name of Jean Robinson, representing the East Rochester Non-Teaching Union.

East Rochester Non-Teaching Union CSEA, AFSCME, Local 1000, AFL-CIO