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Contract Database Metadata Elements

Title: **Cuba-Rushford Central School District and Cuba-Rushford Educational Support Personnel Association (2004)**

Employer Name: **Cuba-Rushford Central School District**

Union: **Cuba-Rushford Educational Support Personnel Association**

Local:

Effective Date: **07/01/04**

Expiration Date: **06/30/09**

PERB ID Number: **4868**

Unit Size: **105**

Number of Pages: **42**

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GEN/4868

CUBA-RUSHFORD CENTRAL SCHOOL DISTRICT

AGREEMENT BETWEEN

THE SUPERINTENDENT

OF

CUBA-RUSHFORD CENTRAL SCHOOL DISTRICT

CUBA, NEW YORK

AND

**CUBA-RUSHFORD EDUCATIONAL SUPPORT PERSONNEL
ASSOCIATION**

**RELATING TO HOURS, WAGES, TERMS, AND
CONDITIONS OF EMPLOYMENT UNDER ARTICLE 14
OF THE CIVIL SERVICE LAW**

FOR THE PERIOD OF JULY 1, 2004 TO JUNE 30, 2009

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NYS PUBLIC EMPLOYMENT
RELATIONS BOARD

105

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PREAMBLE

This Agreement is made and entered into between the Cuba-Rushford Central School, hereafter referred to as "Superintendent", representing the Cuba-Rushford Central School District, hereinafter referred to as the "District" and the Cuba-Rushford Educational Support Personnel Association, hereinafter referred to as "CRESPA".

ARTICLE I

RECOGNITION

The Board of Education, having determined that the "CRESPA" is supported by a majority of the employees in the bargaining unit, hereby recognizes the "CRESPA" as the exclusive negotiating agent for a unit composed of the following positions: Cook Supervisor, Custodian, Cleaner, Educational Secretary, Food Service Helper, Teaching Assistant, AV/Computer Coordinator, Teacher Aide, Signer/Interpreter, Bus Driver, Automotive Mechanic, Nurse, Monitor, Coordinator of Informational Services, Mechanics Helper, Grounds Worker, Typist and Computer Assistant.

DUES DEDUCTION AND AGENCY FEE

The District will make one deduction each pay period for CRESPA dues from the wages of those employees who have filed with the Board office signed deduction authorization forms therefore. These deductions shall be continuous until such time as the employee cancels them in writing. From the wages of each employee hired after December 1, 1990, who does not have a dues deduction authorization form on file, the District will make one deduction each pay period for agency fee. Not later than July 1st of each fiscal year, the CRESPA shall certify in writing, to the Board office, the amount of any change in CRESPA dues or agency fee for that fiscal year. All such deductions for each month are to be remitted to the Association treasurer by the fifteenth day of the following month. The Association will create a fully legal refund procedure for Agency Fee payers and shall otherwise deal with the funds and with Agency Fee payers in a lawful and proper manner. The Association agrees to indemnify and to hold the District harmless in reference to such Agency Fee deductions.

ARTICLE II

NEGOTIATION PROCEDURES

A. During the final year of this contract, the parties will enter into good-faith negotiations over a successor agreement covering the following school year. If such an agreement is not concluded by April 1st, either party may request the use of mediation. If the Board and the Association are unable to agree upon a mediator, the parties shall request the State Public Employment Relations Board to assist the parties to reach agreement. If the parties retain a private mediator and have not reached agreement by May 1st, either party may request the State Employment Relations Board to assist the parties to reach agreement. Such mediation and fact-finding will be governed by the provisions of Section 209 of the Civil Service Law.

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

ARTICLE III

MISCELLANEOUS PROVISIONS

A. This Agreement constitutes the full and complete agreement of the parties and may be altered, changed, added to, deleted from or modified only through the voluntary, mutual consent of the parties in a written, signed amendment to this Agreement. The Association and Superintendent agree that all negotiable items have been discussed during the negotiations leading to this Agreement, and the parties agree that negotiations will not have to be reopened on any item, whether contained in this Agreement or not. The operating of school and direction of staff are vested exclusively in the school board. Before the Board adopts a change in policy which affects items construed by PERB as mandatory subjects of negotiations and which are not covered by the terms of this Agreement, the Superintendent will notify "CRESPA" in writing that the Board is considering such a change. The "CRESPA" will have the right to negotiate such items with the Board by notifying the Board of such intent within five (5) work days after receipt of such notice. This procedure should not interfere with the Board or any persons in management authority to make unilateral decisions without negotiating on non-mandatory items not covered by the Agreement.

B. This Agreement shall supersede any rules, regulations, or practices of the Board which shall be 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. Any individual arrangement, agreement or contract between the Board and an individual employee, heretofore executed, shall be subject to and consistent with the terms and conditions of the Agreement and any individual arrangement, agreement or contract hereafter executed shall be expressly made subject to and consistent with the terms of this or subsequent agreement to be executed by the parties. If an individual arrangement, agreement or contract contains any language inconsistent with this Agreement, the Agreement, during its duration, shall be controlling.

D. If a determination or decision is made that any portion of this Agreement is contrary to law, the original parties to this Agreement shall convene immediately for the purpose of negotiating a satisfactory replacement for such Article or part thereof.

E. Copies of this Agreement shall be issued at the expense of the Board and given to all employees now employed or hereafter employed by the Board within two (2) weeks after its execution or employment if that occurs later.

F. The final proof shall be read by both the administration and the "CRESPA" and they shall agree upon its final form before being issued.

ARTICLE IV

RIGHTS OF THE "CRESPA"

The "CRESPA" shall have the sole and exclusive right with respect to other labor organizations to represent all employees in the heretofore defined negotiating unit in any and all proceedings under the Public Employees Fair Employment Act; under any other applicable law, rule, regulation or statute, under the terms and conditions of this Agreement to designate its own representatives and to appear before any appropriate official of the employer to affect such representation; to direct, manage and govern its own affairs; to determine those matters which the membership wishes to negotiate, and to pursue all such objectives free from any interference, restraint, coercion or discrimination by the employer or any of its agents.

ARTICLE V

RIGHTS OF THE EMPLOYEES

A. Any employee covered by the provisions of this Agreement shall be free to join or refrain from joining the "CRESPA" without fear of coercion, reprisal or penalty from the "CRESPA" or the employer.

Employees may join and take an active role in the activities of the "CRESPA" without fear of any kind of reprisals from the employer or its agents.

An employee may bring matters of personal concern to the attention of the appropriate employer's representatives and officials in accordance with applicable laws and rules, the employee may be represented by the union or appear alone in a grievance or appeal proceeding.

B. Personnel File - There shall be only one official personnel file kept on each employee by the District.

Each employee has the right (personal references excepted), upon request, to review his/her personnel file maintained in the Personnel Office or individual building in connection with his/her employment. Such request should be made in the form of an appointment with the Superintendent. Each employee shall have the right to be accompanied by the representative of his/her own selection during such review. The employee shall have the right to reproduce information within his/her file with the exception of confidential references and shall pay the costs of copying according to Board policy. Except for review by the employee and/or his/her representative as above set forth, only those persons with an official legal right and reason for so doing may inspect an employee's file.

Employees shall receive copies of all materials to be placed in their personnel file and shall sign the copy of each document to be filed. Such signature indicates only that the employee has seen the material. If the employee wishes he/she may submit a written response to any material, placed in his/her file. Such written response shall be attached to the pertinent document and become part of the employee's official file.

If an employee refuses to sign a document or is unavailable and written notice to that employee has been given, such will be noted on the document and placed in the personnel file.

ARTICLE VI

RIGHTS OF THE EMPLOYER

Except as otherwise specifically provided in this Agreement, the Employer shall have the customary and usual rights, powers, and functions to direct the employees, to hire, promote, suspend and to take disciplinary action, and to otherwise take whatever actions are necessary to carry out the mission of the Employer unless altered by this Agreement.

Under the terms of this Agreement and pursuant to the Public Employees Fair Employment Act the employer shall negotiate collectively and in good faith with the "CRESPA" in the determination of salaries and the terms and conditions of employment and to enter into a written agreement with the "CRESPA".

ARTICLE VII

DEFINITIONS, HOURS AND DUTIES

SECTION 1 – Definitions

Full time

A full time employee is a person who works more than twenty (20) hours a week for a period of more than twenty (20) weeks in a school year. A full time bus driver is one who has at least a daily morning (AM) and afternoon (PM) run or a bus driver who has a work schedule equivalent to a regular bus run (a minimum of 2 trips per day when school is in session).

Full time employees are divided into these three categories:

1. Twelve- month, full time employees are eligible for all benefits listed in this contract. Such benefits are health insurance, retirement, sick leave, personal business days, jury duty leave and bereavement, paid vacations and holidays.
2. Eleven-month, full time employees are eligible for all benefits listed in this contract with the exception of paid vacations. Eleven (11) month full time employees will receive the unpaid main student vacation during Christmas and Easter/Spring recess periods. An eleven-month employee may, with written request and subsequent approval from the Superintendent, take days off during the regular school year. Such written request must be presented at least 10 days prior to the intended absence. Such absence, if approved, will be unpaid. This unpaid time may be made up at a later date following discussion with and approval by the Superintendent. In addition, twenty (20) workdays will be scheduled in July and August. The agreed upon make up date(s) can

not be during the twenty required days in July and August. With prior approval by the Superintendent, work during student vacations will be paid. Two hundred seventeen (184 days from September - June + 20 summer days + 13 holidays) 217 days will be the maximum work year.

3. Ten-month, full-time employees are eligible for all benefits listed in this contract with the exception of paid vacations and paid holidays. The work year shall be the days assigned to work including training and workshop days between September 1 and June 30. In order for a part-time ten-month employee to be eligible during any school year for benefits of a full time ten-month employee, such part-time 10-month employee must have, during the forty (40) weeks of the school year, worked in excess of twenty (20) hours per week for at least twenty (20) weeks of the forty (40) week school year.

B. Part time

A part time employee is a person who works twenty (20) hours or less per week or a bus driver who is scheduled for less than a daily morning (AM) and afternoon (PM) run. Part time employees shall not be entitled to nor be eligible for fringe benefits. However, after his/her third anniversary of continuous employment, such part time employee shall be eligible for sick days and bereavement leave at their regular rate of pay and hours assigned. Part-time employees are also eligible to join the New York State Employees' Retirement System.

C. Shift Differential

All employees that work a regular shift that starts on or after 3 p.m. shall receive an additional fifty (\$.50) cents per hour for each hour worked.

D. Substitutes

A substitute is a temporary employee who is hired to take the place of an employee who is absent and expected to return. On a substitute's thirty-first consecutive work-day, he/she will receive the pay and benefits of a starting employee as outlined in (A.) above and become a member of the bargaining unit represented by CRESPA.

SECTION 2 - HOURS

The Superintendent shall have the right to assign the hours and work schedule for all unit members and reduce or add personnel according to the needs of the school district.

A. 12-Month

1. Clerical - twelve (12) month personnel shall work seven and one-half (7-1/2) hours, per day, Monday – Friday. An unpaid lunch break of thirty (30) minutes will be scheduled by the Supervisor.

2. Custodial – Custodians and cleaners shall work eight hours a day and five days per week. Unpaid consecutive minute duty free lunch period of at least thirty (30) minutes will be scheduled by the Supervisor. One custodial or cleaning worker shall have a Tuesday – Saturday schedule.

3. Grounds Worker - The grounds worker will work 6:00 AM to 2:30 PM from October 15 through April 15, unless emergencies require otherwise. April 16 through October 14, the grounds worker's hours will be 8:00 AM to 4:30 PM. Such daily hours include a 30-minute unpaid lunch.

Custodial / Cleaning Staff Overtime

The Director of Buildings and Grounds will post a preferred overtime list by September 1 and February 1 each academic year. Custodial/cleaning staff interested in overtime opportunities will sign up for overtime by September 10 or February 10 of each year respectively. Those unit members who sign up for overtime will be ranked on the overtime list by seniority. The preferred overtime list will be used to contact unit members on a rotating basis when the opportunity for overtime arises. Unit members not volunteering for the preferred overtime list will need to wait until the next sign up in order to be placed on the preferred overtime list.

Shift Swaps during Student Vacations

12-month cleaners will have the option to work days or evenings during student vacation periods. All unit members on the respective shift must agree to work the same hours in each building. With supervisory approval, cleaning staff members may switch buildings to attain the work hours preferred.

B. 11 Month Computer Coordinator

The work week shall be seven and one half (7 ½) hours per day, five (5) days per week (37.5 hrs/wk), Monday - Friday. The Supervisor shall schedule a duty-free, 30 minute unpaid lunch break.

C. 10-Month

Food Service

1. Cook Supervisor – The Cook Supervisor shall work seven (7) hours per day, five (5) days per week (35 hrs/wk), Monday through Friday. The Cafeteria Manager shall schedule a daily, duty-free, 30-minute, unpaid lunch.

2. Food Service Helpers – Each Food Service Helper shall work six and one-half (6 ½) hours per day, five days per week (32.5 hrs/wk), Monday through Friday. The Cafeteria Manager shall schedule a daily, duty-free, 30-minute, unpaid lunch.

3. Food Service Helpers (Part-time) – Each part-time Food Service Helper shall work three and one-half hours (3 ½) per day, 5 days per week (17.5 hrs/wk), Monday through Friday.

4. Cafeteria Monitor – Each Cafeteria Monitor shall work during lunch periods Monday – Friday as assigned by the Building Principal. The Building Principal will assign a duty-free 30-minute unpaid lunch if the monitor is scheduled to work more than three and one-half (3 ½) hours per day.

Study Hall Monitor

Each Study Hall Monitor shall work Monday – Friday as assigned by the Building Principal. The Building Principal will assign a duty-free 30-minute unpaid lunch if the monitor is scheduled to work more than three and one-half (3 ½) hours per day.

Bus Drivers

The Bus Driver work week shall be determined by regular route. Bus drivers shall be paid at the individual driver's own trip rate for regular routes or additional trips, such as during Regents week, parent-teacher conference days, etc.

Bus Monitors

Bus monitors shall work part-time Monday through Friday as scheduled by their Supervisor.

Nurse

The work week for Nurses shall be seven and one-half hours per day, five days per week (37.5 hrs/wk), Monday through Friday. The Supervisor will schedule a paid lunch break of thirty minutes each workday.

Any nurse not working this schedule as of July 1, 1998, will be grandfathered to work a minimum of six and one-half hours per day including a 30-minute paid lunch or during the period of time when students are present, whichever is greater. If and when such nurse(s) chooses to work seven and one-half (7.5) hours per day, that individual may not return to the lesser workday schedule.

Teaching Assistants and Teacher Aides

The workweek for both Teaching Assistants and Teacher Aides shall be six and one-half hours per day, five days per week. (32 ½ hrs/wk). The Supervisor will schedule an unpaid thirty- (30) minute lunch break each workday. The principal (or his/her designee) of the school to which the aide or teaching assistant is assigned shall be responsible for scheduling his/her work. Teaching Assistants assigned to classroom instruction will be scheduled for one daily preparation period, the length of which shall be equal to one class period.

Teaching assistants will have responsibilities in accordance with the job description as revised 2004 – 05.

a. Teacher aides will have the responsibilities in accordance with the job description as revised 2004 – 05.

b. A “personal aide” is a teacher aide with one-on-one responsibilities and other such duties with respect to and responsibility for an individual student as assigned by an IEP. In addition, the personal aide shall also have the responsibilities of a teacher aide in accordance with the job description as revised 2004 – 05.

Reclassification from Teacher Aide to Teaching Assistant will be accompanied by a salary increase equal to the starting hourly rate of a Teaching Assistant or one dollar (\$1.00) per hour more whichever is greater.

c. Computer Assistants will have the responsibilities in accordance with the job description as revised 2004 – 05.

Typists will have the responsibilities in accordance with the job description as revised in 2004 -05.

Signers and Interpreters

A signer performs the duties of a teacher aide and, in addition, knows and uses sign language to communicate with hearing impaired students. An interpreter is an individual that is certified by the Registry of Interpreters for the Deaf to translate verbal communications for hearing impaired students. An interpreter may attend seminars, examinations, meetings, conferences and classes to translate. An interpreter may also be required to assist in performing other classroom duties that do not interfere with his/her interpreting. The workweek for signers and interpreters will be six and one-half (6-1/2) hours per day and thirty-two and one-half (32-1/2) hours per week, Monday through Friday. The Supervisor will schedule an unpaid thirty- (30) minute lunch break each workday. The principal (or his designee) of the school to which the signer or interpreter is assigned shall be responsible for scheduling the employee’s work.

Section 3: Miscellaneous

A. Breaks

All unit members working in elementary buildings, except bus drivers and teaching assistants, will be entitled to a fifteen (15) minute break per one half (1/2) day of time on the job or the equivalent time as scheduled during a week as agreed upon between the unit member and employer.

All unit members working in the middle - high school building, except bus drivers and teaching assistants, will be entitled to a thirty (30) minute

break per one (1) day of time on the job or the equivalent time as scheduled during a week as agreed upon between the unit member and employer.

B. Time Clocks

Effective July 1, 2005, each member of the custodial and cleaning staff shall be paid for time worked as shown on a report generated by a time clock. Effective July 1, 2007, time clocks will be used by each member of the bargaining unit.

C. Additional Skills

Any custodian or cleaner who is assigned to work at a higher skill level, such as major plumbing, carpentry, or electrical work on a temporary basis, shall be paid an additional One Dollar and Fifty Cents (\$1.50) per hour for such work performed.

D. Boot Allowance

Bargaining unit members with outdoor responsibilities will be provided with a boot allowance of One Hundred Dollars. (\$100.)

E. Clothing/Shoe Allowance

The custodial/cleaning staff will receive fifty dollars (\$50) clothing/shoe allowance per year.

Section 4: Work Day / Year / Pay Schedule

Ten-month bargaining unit member will be scheduled for no more than one hundred eight-four (184) work days each year from September 1 – June 30. A workday is defined as a day when the unit member is present for his/her assigned duties, conference days, training days, or absent as per contractual leave (sick, personal, bereavement, jury duty, Association Days).

Effective September 1, 2005, each 10-month bargaining unit member will be paid on an annualized basis in accordance with the Payroll Schedule established each year by the School District. An annual salary will be computed by multiplying the hourly rate by the number of regularly scheduled hours per day and then multiplying the result by 180 work days. The annual salary will be divided so that an equal amount will be paid in each paycheck. If a unit member works more than 180 days as scheduled by the District, he/she will be paid on June 30 for the additional time worked at his/her hourly rate times the number of hours worked.

The number of pay periods in which bargaining unit members will receive paychecks will be twenty-five (25) per year. The last five of which will be included in one paycheck at the end of each school year.

Early separation from employment by any ten-month employee shall result in instant re-computation of salary to adjust his/her final paycheck.

The five-day pay scheduled for 12-month unit members on June 30, 2005 will be delayed until July 8, 2005. Subsequently, regular, bi-weekly paydays will begin on July 22, 2005.

ARTICLE VIII

WAGES

SECTION 1

Wages and salaries covered by this Agreement shall be in accordance with the schedules and other practices set forth in the appendix of this Agreement.

The Board shall provide payroll deduction privileges for any non-teaching employee wishing to enroll in a tax sheltered annuity program and/or a credit union program provided new accounts for TSA's have at least five (5) district employees enrolled in order to provide this deduction.

SECTION 2

The Board shall make available an IRS Section 125 Plan, generally known as "cafeteria plan", and shall pay the administration fee for such plan. If administrative cost exceeds Six Hundred Dollars (\$600), the parties agree to re-open negotiations on this item.

SECTION 3

The District, upon presentation of a receipt and approval by the Superintendent, will reimburse fees paid by unit members for licenses and certificates needed to perform assigned tasks. New hires are expected to have the necessary certification before employment and will not be reimbursed until renewal of the certificate or license is required. The District will pay Seventy-Five (\$75) dollars for fingerprinting of newly hired unit employees. This does not include coursework to obtain or retain certification as a Teaching Assistant.

SECTION 4

The District will pay any fees for pre-approved courses of mutual benefit to the District and the employee, with approval of the Superintendent. The District shall compensate any unit member required by the District to obtain certification training in pool certification, boiler certification, pesticide

certification and asbestos abatement certification, two hundred dollars (\$200) per year for each such certification as long as such certification is valid and needed by the District.

ARTICLE IX

OVERTIME

SECTION 1

All employees shall receive overtime at the rate of one and one-half (1-1/2) times his/her hourly rate for all hours worked in excess of forty (40) hours per week. Double time will be paid for all hours the employee is required to work on Sundays and national holidays.

SECTION 2

Holidays, vacation days, sick leave and personal days shall be considered as days worked for computation of overtime.

SECTION 3

All employees who are called back to work after leaving the employer's premises, will be paid a minimum of three (3) hours pay at the regular hourly rate for that employee. Any portion of this time which puts the employee over the overtime definition will be paid in accordance with that section. This section does not apply to regularly scheduled work periods or prearranged additional work duties.

ARTICLE X

VACATIONS

All twelve (12) month, full-time employees shall receive paid vacations. The amount of paid vacation an employee will receive is based upon July 1 as an anniversary date of service. Newly hired employees shall earn one - half (1/2) a vacation day for each month of employment, not to exceed five (5) days for the months worked prior to July 1 of their first year. On each subsequent July 1, each returning full-time employee shall earn vacation days as follows:

After 1 year = 5 days

After 2 years = 10 days

After 10 years = 15 days plus one (1) day for each additional year to a maximum of twenty (20) days.

Vacation requests must be received at least two (2) weeks in advance. If a staffing problem is determined to exist because of vacation requests, vacation will be granted on the basis of seniority.

Vacation days not used during the fiscal year do not carry over to the next fiscal year unless there is prior approval from the Superintendent. The request must be in writing by May 15th with the number of days carried over not to exceed five (5).

ARTICLE XI

HOLIDAYS

SECTION 1

There will be thirteen (13) paid holidays for eleven (11) and twelve (12) month employees:

July 4th	New Years Day
Labor Day	Martin Luther King Day
Columbus Day	Washington's or Lincoln's Birthday (whichever is in the school calendar)
Veteran's Day	Good Friday
Thanksgiving Day and Day After Thanksgiving	Christmas Day
Memorial Day	Day before/after Christmas (at District's discretion)

SECTION 2

When one (1) of the holidays listed above falls on a Saturday or Sunday, the employer shall grant the employees either the Friday immediately before or the Monday immediately after said holiday weekend in lieu of the actual holiday.

SECTION 3

If a paid holiday falls on a day when the school district is required to remain open, the employees shall receive a holiday on another mutually agreeable day.

ARTICLE XII

SICK LEAVE, PERSONAL DAYS, CHILD-REARING LEAVE AND ASSOCIATION DAYS

SICK DAYS

Eleven (11) days per year for ten (10) month full time employees.

Twelve (12) days per year for eleven (11) month full time employees.

Thirteen (13) days per year for twelve (12) month employees.

Medical certification of fitness to return to work may be required after the third (3rd) consecutive day of absence due to personal illness.

These sick days are accumulative to a maximum of two- hundred (200) days. The District will provide an annual statement of sick leave accumulation with the first pay check in September of each year.

Any discrepancies in sick leave accumulation found in the annual statement must be brought to the attention of the Business office within thirty (30) days of receipt.

Five (5) of the above-mentioned days per year are allowable for family sickness of mother, father, father-in-law, mother-in-law, children, sister, brother, wife or husband of the employee.

Employees shall accrue sick days in the following manner: During the first fiscal year of employment, one day will be granted during the first month of employment and one additional day each month thereafter until the employee reaches his/her maximum accrual (as set forth in the first paragraph of this section) for that fiscal year or reaches the end of the fiscal year. Beginning with the second fiscal year of employment and thereafter, these employees shall also have all of their sick days credited to them on July 1.

SICK BANK

A. During the month of September each year, or within thirty (30) days of the start of employment, the district will circulate to each member of the bargaining unit a questionnaire as to whether or not they wish to join the Sick Day Bank for that current school year.

B. No unit member will be authorized to use the Bank by late entry. The opening date will be the opening of the school year except as provided above.

C. The first year a member joins the member will authorize two (2) sick days for the Bank.

D. All members will contribute one (1) sick day every year until the two hundred (200) day maximum is achieved. If at any time during the year the Bank is in danger of being depleted and therefore affording no further protection to those who might have use of it, the Association may request the District to rebuild the Bank by assessing all current Bank members an additional day as necessary.

E. Any Days contributed to the Bank become the property of the Bank.

F. The total sick days from the Bank any unit member can draw in a school year is forty (40).

G. Before any unit member can draw days from the bank, both accrued sick days and personal days must be used and the members must be unpaid for five (5) days.

H. If a unit member is drawing Worker's Compensation, the Bank will not be authorized in addition to Compensation benefits. The Bank will be applicable to time lost from work due to illness and/or accidents of a personal nature. The Bank will not be used to cover pregnancy leave.

I. Medical evidence must be provided if requested for a unit member to draw from the Bank.

J. A committee consisting of two (2) unit members and the Superintendent and his/her designee will meet to resolve requests and any problems arising concerning the administration of the Bank. If a tie - vote results, the difficulty will be resolved by the Board of Education after the Association is allowed to present a case.

K. The District will notify the Association President of the number of sick days in the Bank by the end of September in each school year.

PERSONAL DAYS

Each employee shall be permitted three (3) personal days with pay. No personal days may be taken immediately preceding or immediately following a holiday; however, in cases of special need, the Superintendent may grant

personal days immediately before and/or after a holiday. The Association agrees not to grieve the Superintendent's decision. Unused personal days shall be added to the accumulated sick leave as sick leave time. No more than five (5) members of the bargaining unit may be absent on personal leave on any day without written consent of the Superintendent.

Personal days may only be used for the purpose of legal or personal business that must take place during working hours. Requests for the use of personal days shall be made, in writing, to the employee's supervisor at least two (2) working days prior to such leave.

BEREAVEMENT DAYS

Employees will be allowed time off from duties not to exceed four (4) days at any one time in the event of a death in the employee's immediate family (spouse, father, mother, son, or daughter, brother and sister). Employees shall be able to take up to three (3) days at any one time in the event of the death of a grandparent, grandchild, mother-in-law, father-in-law, brother-in-law or sister-in-law. The Superintendent may, at his/her discretion, grant an additional day when there are extenuating circumstances, such as extensive travel. In no event may more than ten (10) days be used in any one year for bereavement purposes.

GENERAL LEAVE OF ABSENCE

A general leave of absence without pay may be granted by the Board to any employee upon written request. The leave shall be for a maximum of one year. An extension may be granted by written mutual consent of the Board and the employee. Such leave, when possible, should not begin or end during a semester. This provision may be waived by approval of the Superintendent and the Board.

CHILD-REARING LEAVE

1. A child-rearing leave will be granted to unit members for the following reasons and under the stated conditions:

(a) The unit members shall have given birth or fathered a newborn or adopted a child under the age of admittance to kindergarten.

(b) The leave without pay shall be granted for one year - an additional year's leave without pay may be granted by the Board of Education at the conclusion of the first year's leave of absence, if requested, and at the discretion of the Board of Education. The leave may be terminated earlier or extended only by written mutual consent of the employee and the Board. Whenever used

in this agreement, without pay shall mean without any payment of salary or other fringe benefits or monetary cost items to the District.

(c) A unit member will return from leave to the same position held before the leave and if that position has been abolished, then another position according to Civil Service or Educational Law of the State of New York.

(d) Not later than sixty (60) consecutive days prior to the date the unit member desires to begin a leave, the unit member shall give written notice to the Superintendent stating:

- (i) The time the unit member desires to begin the child-rearing leave; and
- (ii) The date the unit member intends to return from the child-rearing leave (this is the date that the unit member will be allowed to return unless expressly waived by the District).

(e) A unit member shall not be entitled to more than one (1) year child-rearing leave within a two (2) year period.

(f) In the case of adoption, if the unit member is not notified of placement of the adoptive child within aforementioned sixty (60) day period for notification to the Superintendent, then the unit member shall notify the District as soon as the unit member is aware of the placement.

ASSOCIATION DAYS

The Association shall be granted up to two (2) paid days per year to be used for Association business. The Association may use up to two (2) additional days per year at the Association expense (per hour pay of employee taking leave.)

Jury Duty Leave

Each unit member who is required to serve on jury duty shall be paid at his or her regular rate of pay for each day spent on such duty.

The above also applies to a required appearance in court in response to a subpoena in a legal matter in which the unit member is not personally involved. When responding to a summons for jury duty or a subpoena, the unit member shall provide a copy of jury summons or subpoena if requested by the District.

ARTICLE XIII

RETIREMENT

A. Upon qualified retirement as defined by N.Y.S.E.R.S. and/or N.Y.S.T.R.S., payment for all unused sick leave shall be made at the end of the last year of service for all unused sick leave up to a maximum of two-hundred (200) days. Payment shall be at the rate of Forty Dollars (\$40.00) per day effective July 1, 2004 for employees considered full-time by the contract provided notice is given by at least sixty (60) days before date of retirement.

B. In lieu of receiving a cash payment, a unit member may elect to use his/her accumulated sick leave as a credit towards a hospitalization and doctor care program. Each day of accumulated sick leave will be worth Sixty Dollars (\$60.00) if the retiree chooses to apply his/her days toward such insurance in retirement.

ARTICLE XIV

HEALTH-DISABILITY INSURANCE

The Board of Education will provide the District's hospitalization and doctor care program (either a Preferred Provider Organization (PPO) or a Point of Service (POS) for all eligible employees who choose to participate in either the family plan or the single plan, as follows:

Employees working more than 20 hours per week and AM/PM run bus drivers employed prior to 7/1/99 will receive 100% of premiums paid by the District.

Daily am/pm bus drivers employed on or after 7/1/99 and other employees who commence working 30 or more hours per week on or after 7/1/99 will receive 90% of the PPO premiums paid by the District or 100% of the POS premiums paid by the District.

Employees, other than bus drivers, who commence working at least 20 but less than 30 hours per week on or after 7/1/99 will receive 75% of their premiums paid by the District for the plan chosen.

Employees, other than bus drivers, working less than 20 hours per week are not eligible to receive health insurance.

Eligible employees hired prior to 7/1/99 who choose to participate in the District's POS will receive 50% of the difference between the cost of the District's PPO and POS as a salary stipend. Employees hired after 7/1/99 will receive 50% of the difference between the

District's PPO plan less 10% required employee contribution and the District's POS as a salary stipend paid in June.

For employees opting to take no insurance, the District will pay such employees a salary stipend of \$1,000 or \$250 more than the shared savings amount, whichever is greater

Employees may only switch between plans (either PPO or POS) and the buyout during a District defined 30-day window period each year.

The District will not curtail a daily AM/PM shift of a bus driver to avoid paying health insurance benefits.

SECTION 2

The Board reserves the right to select a carrier provided that the present benefits are not diminished nor are there lapses in the coverage during any conversion. The "CRESPA" must be notified in advance of any proposed change of carrier and the reasons for such change. The Board shall include as part of the program a major medical plan with a \$1,000,000 limit, \$50 deductible.

SECTION 3

The Board of Education shall provide the State Insurance Fund Disability Policy to unit members. The employee shall have the option of using disability pay and having no deductions from their sick leave until disability is exhausted and then use sick leave or use his/her sick leave days until such days expire and then use their disability benefits.

The aforementioned provision may be used at the option of the employee if there is no prohibitive language in the District's policy; if there is prohibitive language then this provision shall be changed so that it conforms with such policy.

SECTION 4

Employees injured in the performance of their duties are covered by Workers' Compensation Insurance. Employees shall report work-related injuries immediately to their immediate supervisor. Delay in reporting, if necessary, must be justified to the satisfaction of the Board of Education and/or the insurance agency.

In cases of an employee being injured on the job and a Workers' Compensation claim is filed, the employee shall have the use of his/her

accumulated sick days. When the District is reimbursed for the employee days, then the employee will have his/her sick days restored on a pro-rata basis.

If an employee has exhausted his/her sick days, the District will continue health insurance payments for up to six (6) months from the date of the work-related disability.

ARTICLE XV

WORK IN HIGHER CLASSIFICATION (GRADE)

1. Whenever an employee performs work in a classification which is in a higher grade than his/her own for a consecutive period of two (2) working days or more, he/she shall be paid 100% of the starting hourly rate of the position being filled or Two Dollars (\$2.00) more per hour than the employee's salary whichever is more.
2. Each time a unit member is called upon to assume responsibilities as a substitute teacher for two (2) hours or more, the unit member shall be paid, in addition to a normal day's pay ten dollars (\$10.00) for each half day and twenty dollars (\$20.00) for each full day.

ARTICLE XVI

CAFETERIA WORKERS

Cafeteria workers will not charge overtime to the Board of Education until forty (40) hours per week have been worked. The Cafeteria may charge overtime to co-curricular activities such as FFA, etc. The overtime rate will be set at time and one-half.

Cafeteria workers shall be provided with a clothing allowance of Two Hundred Dollars (\$200) for full-time employees and One Hundred seventy Dollars (\$170) for part-time employees to be used to buy clothing worn in the cafeteria. The District and unit members will agree on the style and color of clothing to be purchased.

ARTICLE XVII

RETIREMENT PLAN

The 75i, twenty (20) year career plan will take effect July 1, 1978 and continue through the entire length of this Agreement.

ARTICLE XVIII

TRANSFERS, OPENINGS, AND PROMOTIONS

SECTION 1

Transfers within the District, school or shift may be made when:

1. Requested by the employer or employee, if qualified.
2. Needs of the school district require transfer.

In no case will an employee's transfer request be recognized unless a vacancy occurs.

SECTION 2

The employer will post bargaining unit vacancies, including after school and summer job opportunities, during the school year by posting on district bulletin boards and in all buildings, bus garages, staff lounges, cafeterias, and main offices, and by notifying the union president. In the summer, the district will post on bulletin boards, notify the union president, and will notify six (6) designees (one from each area). The Association will notify the Superintendent of the list of designees by the close of each school year. Posting and notification will occur at least ten (10) days prior to filling permanently any opening. The District will attempt to fill positions within sixty (60) days.

SECTION 3

The employer reserves the right to make the final decision on the permanent appointment to any transfer, opening or promotion, always by keeping the needs of the school district as the prime consideration. Qualified, current employees will be given serious consideration.

SECTION 4

If an employee changes positions at his/her request, he/she forgoes any accumulated seniority in the position he/she gives up to take the new transfer, opening or promotion. Any salary increase for the new position shall be agreed upon by the "CRESPA" and the Superintendent.

SECTION 5

In an emergency situation, the District may transfer an employee to a different job classification, on a temporary basis. In this instance, the employee will be paid at either his/her current rate or the rate of the position being filled whichever is higher.

SECTION 6

When Civil Service Exams are given for Cuba-Rushford Central School District position vacancies that employees are interested in applying for, the employee shall be given the released time to take such exam if it is given during the employee's normal shift.

SECTION 7

Any summer work available for 10 - month employees, including bus drivers, will be posted and unit members with previous successful summer experience within a job category will be hired first. Seniority will be a determinate in hiring for other open positions when unit members are qualified. This will not affect the District's hiring of students for summer crew work.

SECTION 8 - Seniority

- A. In the event Civil Service Law provides seniority, layoff and recall rights different than this provision, the Civil Service Law shall apply.
- B. Signers, interpreters, and one-on-one teacher aides hired to serve the needs of a particular student are not subject to this section.
- C. Seniority shall be defined as the length of continuous service with the District in a particular job title.
- D. An employee will accrue seniority within a particular job title.
- E. Probationary employees do not have seniority. Once permanent, the employee's seniority will date back to the first day of employment in the job title.
- F. An employee who transfers to a different job title shall not be entitled to take his/her secured seniority with him/her.
- G. If layoffs occur, the employee with the least seniority in this job title shall be the first to be laid off if the remaining employees possess sufficient fitness and ability to perform the duties of the positions which are retained.
- H. As used in the above paragraph, continuous service includes only those periods when an employee is on the employer's payroll and those periods when an employee is:
 - 1. On paid leave of absence;
 - 2. Absence from and unable to perform the duties of his/her position by reason of a disability resulting from occupational injury or disease;
 - 3. Such other periods of service, if any, as the Civil Service Law requires be treated as part of the employee's continuous service.

An employee will not accrue seniority while on unpaid leave or during periods of lay-off.

- I. Subject to the applicable provisions of Civil Service Law, if any, an employee loses his/her seniority only when one or more of the following occurs:
 - 1. He/she resigns (unless reinstated within the period permitted by any provision of Civil Service Law, applicable to employee);
 - 2. He/she is discharged;
 - 3. He/she has been laid off, except if an employee is recalled within

two (2) years, he/she will be restored to his/her present seniority;

4. He/she retires;
5. He/she has been recalled and refuses the recall.

J. If two (2) or more employees begin to work on the same day, the one who receives his/her nonpermanent appointment by the Board of Education first shall be most senior.

SECTION 9

Any part-time or full-time unit member who has had his/her fifth anniversary of date of hire with the District and is terminated by the District for any reasons other than the abolishment of positions or reduction of staff shall be afforded the same rights as a non-competitive class employee is afforded under Section 75 and 76 of the Civil Service Law as amended under like circumstance.

ARTICLE XIX

BUS DRIVERS

SECTION 1

The employer will pay bus drivers for summer driving at regular payroll intervals every two weeks.

SECTION 2

BOCES drivers will be paid their own daily salary for each round trip. (If two (2) round trips are made in a day, two (2) days salary will be paid.) BOCES drivers may return during the day but would receive Four Hundred Dollars (\$400) each annually if idle time is spent at BOCES; such amount to be made in a lump sum payment at the end of the fiscal year, or pro-rated monthly, if so requested by the driver.

SECTION 3

Required classes, including first aid and CPR, will be paid at the extra driving rate basis per hour.

SECTION 4

Bus routes that have been vacated by retirement, resignation, or promotion will be posted in accordance with Article XVIII, Section 2, of this Agreement. The senior bus driver who bids on the vacated run will be assigned.

SECTION 5

A. All regular or extra bus trips will utilize regular bus driver employees whenever possible. Regular bus drivers shall first be offered extra trips, and first refusal on those trips, on a rotation basis according to a seniority list based on years of service as a bus driver in the District. Other than regular bus drivers will be used for extra trips only when regular bus drivers have been offered and have refused such trips or are unavailable for such trips.

B. The seniority list shall be compiled by joint agreement between the transportation supervisor and the regular bus driver employees. The seniority list shall be reviewed at least annually.

C. Bus Driver Extra Trips

All extra trips and/or replacement for regular runs will be posted and filled on a rotating roster basis. Such trips will be posted no later than 7:30 AM the day prior to, and no more than ten (10) days in advance of the run, unless the need for the run is not known. Then, in which case it will be posted as soon as possible after it is known. Drivers must sign up for the run no later than 2:30 PM on the day prior to the run. In the event the driver is not present at the middle-high school premises, but is working, the supervisor will attempt to contact the driver to ascertain the driver's intent to take the run.

When a bus driver has to remove his/her name:

1. He/she will forfeit the run and go back on regular rotation.
2. All other runs will remain the same.
3. The drivers not assigned for a run will be given opportunity to take a vacant run in the order shown on the roster.

D. When a run is cancelled by the District, the driver assigned will be given the next unassigned run. If a driver reports for work and the run is cancelled, the driver will be paid one hour at the extra driving rate and the above will apply.

E. When extracurricular events are near enough to return the bus to Cuba-Rushford during the event, the driver shall return to Cuba-Rushford. The Transportation Supervisor shall make the determination whether or not to return. The driver will be paid a minimum of four (4) hours for the event if a return is required.

F. All drivers of extra runs will arrive fifteen (15) minutes prior to the scheduled departure of the run to ready the bus (safety inspection, gassing the vehicle, and other related activities) for the trip. This time will count as part of the total time.

G. Extracurricular and co-curricular bus drivers are to stay at the event unless they have been cleared to leave the event by the Transportation Supervisor prior to the trip. Should they have received permissive to leave, they should inform the coach or teacher in charge of the extracurricular or co-curricular trip where they are going and when they will be back to the place of the event.

H. Whenever bus drivers elect to forego their regular a.m. or p.m. district routes to do an extracurricular or co-curricular or special run, the extra pay for the activity will not start until one (1) hour after the activity starts. The driver will get the regular route pay plus the extra pay; however, one (1) hour will be deducted to compensate for the regular a.m. or p.m. route the driver will be missing, however, if a bus driver finishes a regular run early to take an extra trip, no such deduction shall occur.

I. All unit bus drivers will be assigned extra bus trips in accordance with the above-stated procedure with the following exceptions:

1. The transportation of eight (8) or less student passengers for an extra or co-curricular event.
2. Occasional trips to a particular point that does not exceed forty (40) miles round trip from the school, and occurring during the hours that school is in session.
3. If the trip falls on one of the aforementioned exceptions, a qualified designee of the Superintendent will be permitted to drive. If that designee is a unit driver, then the driver must be selected from the rotating roster.

J. If a driver accepts an extra-curricular run in which two (2) or more teams or groups are bused together, the driver will be paid an extra Ten Dollars (\$10.00) for that run.

SECTION 6

A Safety Committee made up of at least four (4) bus drivers (appointed by the Association) , a school nurse (appointed by the Association President), and at least two (2) district administrators will meet a minimum of two times per year to discuss concerns of student and driver safety.

SECTION 7

The parties indicated above agree to the following language regarding regarding Alcohol and Drug Testing for designated bargaining unit members as required by Federal Law effective January 1, 1996.

No practice or precedent is established by this agreement which binds either party in the future.

1. The Association and the district recognize alcoholism and drug abuse as illnesses which are treatable.
2. Employees who request diagnosis or treatment for alcohol or substance abuse prior to a positive test will not jeopardize their rights or job security. All such requests will be kept strictly confidential
3. All costs for implementing the drug testing program will be borne by the District.
4. Drug testing procedures shall be consistent with the rights of employee as established by statutory and case laws and state and federal regulations.
5. All information, interviews, reports, statements, memoranda, and all records of all referrals, screening and confirming tests shall be available only to authorized District employees, and shall be held confidential with the following two (2) exceptions:
 - a. as required for compliance with state or federal regulations;
 - b. as required for appropriate disciplinary proceedings.

In all cases, the District shall authorize access to the aforementioned information, etc. only to those employees for whom such knowledge is essential to their job responsibilities.

6. Employees shall be paid for time spent on the testing and related procedures, including traveling time to and from the test site.
7. Employees may be required to submit to an alcohol or drug test only in accordance with the provisions of applicable state or federal laws or regulations.
8. The employers and the union agree to establish a mutually agreeable referral program for the treatment of alcohol or substance abuse.
9. Eligibility for testing shall be limited to those defined by applicable state or federal laws or regulations as being in the testing pool.

ARTICLE XX

GRIEVANCE PROCEDURES

A. The District and the Association recognize the importance of an orderly, clearly defined procedure for processing grievances for employees included in the unit covered by this Agreement. The primary intention of this procedure is to resolve a grievance at the lowest possible level.

B. For the purpose of this Agreement, a grievance is defined as a claim that an express term of this Agreement has been violated. No written grievance will be entertained, and such grievance will be deemed waived, unless a written grievance is presented at the second step within fifteen (15) working days after the employee knew or should have known of the act or condition on which the grievance is based. The first available step shall be Step 2 listed below.

- (1) Aggrieved party shall mean person or group of persons in the negotiating unit filing a grievance.
- (2) Person-in-interest shall mean any party who has an interest in the outcome of the grievance.

C. STEP 1:

Informal presentation to grievant's immediate supervisor:

The aggrieved party shall first discuss the grievance with his/her superior, with the objective of resolving the matter informally. The aggrieved employee shall be required to advise his/her immediate supervisor that the matter to be discussed is a grievance under the instant procedure.

D. STEP 2:

Within the time restraints as mentioned above, the aggrieved party shall submit his/her written grievance to the "Superintendent" which written grievance shall contain the following information:

- (a) The specific article, sentence, or clause of this Agreement alleged to have been violated.
- (b) The specific remedy which is requested in reference to said violation.
- (c) Sufficient facts stated in the written grievance which, if true, would substantiate the alleged violation as stated above. Such allegation of facts shall include the precise time, place and identify of the party responsible or involved with such violation.

Any factual allegation or provision of the Agreement that is not stated in the grievance document shall not be raised or presented to the District at later stages of the grievance procedure.

- (d) The Superintendent, within ten (10) working days, shall hold a hearing with the aggrieved party and/or his/her representative to discuss the grievance and gain additional information. In any case, the Superintendent shall render his/her decision concerning the written grievance within fifteen (15) calendar days of hearing.

E. STEP 3:

In the event that the aggrieved party is not satisfied with the decision of the "Superintendent", he/she may then file the written grievance and the decision of the Superintendent with the Clerk of the "Board" within ten (10) days of receipt of the Superintendent's determination. The Board shall schedule a hearing in executive session with the aggrieved party, party(s) in interest, and/or his/her representative within thirty (30) calendar days of receipt of the request for Board review. In any case, the Board shall answer the written grievance filed with it within twenty (20) calendar days of the hearing.

F. STEP 4:

Appeal to Arbitration For Contract Grievances:

The Association may appeal any contract grievance to final, binding arbitration in accordance with the procedures hereinafter described if it is not satisfied with the decision at Step 3 of the grievance procedure; provided that:

- (a) A matter that is, or could be, the subject of a contract grievance, shall not be litigated by the Union or any unit member in any other forum; and
- (b) Non-contract grievances and other matters as to which other means of resolution are provided or foreclosed by this Agreement or by law, shall not be appealed to arbitration.

PROCEDURES FOR ARBITRATION:

1. The time limits contained herein shall be extended only on the mutual consent of the parties which shall be expressed in writing. A demand for arbitration must be served and filed upon the Board pursuant to the Civil Practice Law and Rules of the State of New York within fifteen (15) days of mailing of the Board of Education decision at Step 3.

2. In deciding the case, the arbitrator shall not submit observations or declarations of opinions which are not essential in reaching the decision.

3. The arbitrator's decision and award shall be issued within thirty (30) calendar days after the hearing is closed by the arbitrator.

4. The arbitrator shall be chosen and the arbitration shall proceed in accordance with the rules of the American Arbitration Association unless specifically modified herein.

5. This Agreement constitutes the entire agreement of the parties. The arbitrator shall limit his/her decision(s) strictly to the interpretation or application of the expressed provision(s) of the agreement submitted to his/her, and he/she shall be without power or authority to make any decision or award:

- (a) Adding to, subtracting from, contrary to, or inconsistent with, or modifying or varying in any way, the terms of this Agreement.
- (b) Involving Board discretion; Board rules or regulations, unless modified by this Agreement; regulations having the force or effect of law, or applicable law.
- (c) Limiting or interfering in any way with the powers, duties and responsibilities of the Board or the Superintendent under the Board's rules and regulations, applicable law, and rules and regulations, unless such Board rules or powers were modified by this Agreement.

G. MISCELLANEOUS:

1. If a decision at one step is not appealed to the next step of the procedure within the time limit specified, the grievance will be deemed to be discontinued and further appeal shall be barred.

2. Failure at any step of the grievance procedure to communicate a grievance answer to the aggrieved party within the specified time limits shall permit the lodging of an appeal at the next step of the procedure within the time which would have been allocated had the decision been communicated on the last day of the specified time period.

3. The time within which an appeal may be filed at a higher step in this procedure shall be measured from the time of mailing of the written answer using certified mail return receipt requested.

4. No reprisals of any kind shall be taken by any party to this Agreement against any party, any witness, or any other participant in the grievance procedure by reasons of such participation.

5. Any party may be represented at all stages of this grievance procedure except arbitration by himself or the Association. When an employee is not represented by the Association, the Association shall have the right to be represented and shall state its views at all stages of the procedure, unless upon written request of the aggrieved employee the Association is to be excluded.

6. If, in the judgment of the Association, a grievance affects a group or class of employees, the Association may submit such grievance in writing to the Superintendent directly and the processing of such grievance shall be commenced at Level 2.

7. Decisions rendered at Levels 2 and 3 of the grievance procedure shall be in writing setting forth the decision and the reasons therefore and shall be promptly transmitted to: party-in-interest, the grievant, the President of the Association, and the designated field representative.

8. All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.

9. The cost for the services of the arbitrator, including per diem expenses, if any, necessary travel and subsistence expenses will be borne equally by the Board of Education and the Association.

10. The grievance procedure shall be the sole and exclusive remedy available to the aggrieved person; by filing an action or complaint in any Federal or State Court or Agency, the grievant is barred and is precluded from seeking a remedy under this procedure.

ARTICLE XXI

EMPLOYEE EVALUATION

The following language will govern the unit member evaluation process:

1. Probationary Employees - All probationary employees shall be observed and formally evaluated, in writing, a minimum of one time during the first six (6) months of employment.
2. All employees should be evaluated at least once each fiscal year.
3. The Annual Performance Review Form will be used. (appended to Agreement)

4. Workplace observations and subsequent written evaluations will be done, at all times, by District supervisory/management personnel. No bargaining unit member shall evaluate another unit member.
5. The evaluation may contain a narrative section, and may include a checklist covering the tasks that are being evaluated. The evaluated unit member shall be presented with the completed evaluation at least one day prior to meeting with the supervisor to discuss the evaluation. Such meeting will be within ten (10) school days of the completion of the evaluation. The unit member must sign the written evaluation as an indication that he/she has received this report. The signature in no way means that the member agrees with the content of the evaluation. The unit member shall be given a copy of the evaluation to keep. The unit member may choose to attach a written statement to the evaluation report, which along with the report, will be placed on file in the member's official personnel file located in the District Office. Such written statement must be provided to the District for attachment to the evaluation no later than 10 days after the meeting to discuss the evaluation.
6. The purpose of the District evaluation forms will be employee feedback and improvement. Each bargaining unit member shall be provided suggestions to overcome any deficiencies noted in the evaluation and time in which to incorporate any suggested changes.
7. All observations/evaluations of a unit member's activities shall be conducted openly and with full knowledge and awareness.
8. A formal evaluation shall cover all aspects of the unit member's professional service and not merely workplace observation reports.
9. The District working with the Association will update job descriptions with the input of the unit members. Suggestions for change must be submitted by October 1, 2005.

ARTICLE XXII

SAVING CLAUSE

If any article or part thereof of this Agreement or any addition thereto should be declared to be in violation of any federal, state or local law, by Court of competent jurisdiction or if adherence to or enforcement of any article or part thereof should be restrained by a Court of law, the remaining articles of this Agreement shall not be affected.

ARTICLE XXIII

LEGISLATIVE CLAUSE

IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT THE 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 XXIV
DURATION**

This Agreement shall become effective on July 1, 2004 and shall continue in full force and effect until June 30, 2009.

IN WITNESS WHEREOF, the parties have executed this document by their duly authorized representatives this ____ day of _____, 2005.

CUBA-RUSHFORD EDUCATIONAL SUPPORT PERSONNEL ASSOCIATION

Kathryn Jefferies
As President

7-25-05
Date

Sworn to before me this
25th day of July

Diane J. Antes
Notary Public

THE BOARD OF EDUCATION OF
Cuba-Rushford DISTRICT

DIANE J. ANTES, Reg. No. 4930835
Notary Public, State of New York
Qualified in Allegany County
My Commission Expires May 9, 2006

Anne Brungard
As Superintendent

7-25-05
Date

Sworn to before me this
25th day of July

Diane J. Antes
Notary Public

SALARY APPENDIX:

This section of the contract will contain the Salary Schedules for all positions covered under this Agreement.

SPECIFIC ADDENDUMS TO SALARY SCHEDULE:

- A. Bus drivers will be paid for extra driving at a per hour rate of \$14.33 effective July 1, 2004, \$ 14.77 effective July 1, 2005, \$15.19 effective July 1, 2006, \$ 15.65 effective July 1, 2007 and \$ 16.09 effective July 1, 2008.
- B. If the Automotive Mechanic must drive a regular bus run during working hours, he/she will be paid at the regular run rate.

RETURNING EMPLOYEES

All returning employees including Bus Drivers shall receive a wage increase as follows:

2004 – 05: 3% or \$.30 whichever is higher

2005 – 06: 3%

2006 – 07: \$.42 per hour increase*

2007 – 08: 3%

2008 – 09: \$.44 per hour increase*

The current Middle/High School Nurse (RN) will have a \$.82 increase to her base (starting salary) as of July 1, 2004 (prior to 3% increase).

The current Middle/High School Secretary will have a \$.50 increase to her base as of July 1, 2004 (prior to 3% increase).

The Computer Assistants will have the following New Base rates as of July 1, 2004 (prior to 3% increase):

Patricia Kunz: \$9.31

Erik Wineberg: \$9.11

If the State or Federal Law requires an increase in the minimum wage, the Association and District agree to meet and confer on the salaries of all members whose salaries place them within one dollar (\$1.00) per hour of the new minimum wage. The purpose is to protect the salary integrity of the unit members' experience in the District.

Starting Salary Schedule appended

Longevity Stipend

\$150 stipend paid in years 10 - 19

\$250 stipend paid in years 20 +

\$300 stipend paid in years 30 +

Starting Salaries

<u>CLASSIFICATION</u>	<u>03 - 04</u>	<u>04 - 05</u>	<u>05 - 06</u>	<u>06 - 07</u>	<u>07- 08</u>	<u>08- 09</u>
Automotive Mechanic		\$13.50	\$13.91	\$14.32	\$14.67	\$15.11
Bus Driver (Trip Rate)	\$35.16	\$36.21	\$37.30	\$38.42	\$38.77	\$39.93
	\$17.59	\$18.12	\$18.66	\$19.22	\$19.57	\$20.16
Cleaner	\$7.62	\$7.85	\$8.08	\$8.33	\$8.68	\$8.94
Computer Assistant		\$9.00	\$9.27	\$9.55	\$9.90	\$10.20
Cook Supervisor	\$7.76	\$7.99	\$8.23	\$8.48	\$8.83	\$9.09
Coordinator of Information Services		\$12.00	\$12.36	\$12.73	\$13.08	\$13.47
Custodian	\$8.33	\$8.58	\$8.84	\$9.10	\$9.45	\$9.74
Educational Secretary	\$9.40	\$9.68	\$9.97	\$10.27	\$10.62	\$10.94
Food Service Helper	\$7.13	\$7.34	\$7.56	\$7.79	\$8.14	\$8.39
Grounds Worker		\$7.62	\$7.85	\$8.08	\$8.43	\$8.69
Mechanic Helper		\$9.89	\$10.19	\$10.49	\$10.84	\$11.17
Monitor	\$6.78	\$6.98	\$7.19	\$7.41	\$7.76	\$7.99
Nurse - LPN	\$12.17	\$12.99	\$13.38	\$13.78	\$14.13	\$14.56
Nurse - RN	\$12.17	\$13.99	\$14.41	\$14.84	\$15.19	\$15.65
Signer / Interpreter		\$10.00	\$10.30	\$10.61	\$10.96	\$11.29
Teacher Aide	\$7.06	\$7.27	\$7.49	\$7.71	\$8.06	\$8.31
Teaching Assistant	\$9.16	\$9.43	\$9.72	\$10.01	\$10.36	\$10.67
Technology Coordinator		\$20.00	\$20.60	\$21.22	\$21.57	\$22.22
Ten Month Typist		\$9.40	\$9.68	\$9.97	\$10.32	\$10.63

April 200

**CUBA-RUSHFORD CENTRAL SCHOOL
SUPPORT STAFF ANNUAL PERFORMANCE REVIEW**

An annual performance review is a constructive process that stresses a cooperative working relationship between an employee and his/her administrator. The process is based upon the premise that the employee wants to do a good job improve his/her skills. The purpose of the review program is to encourage two-way communication, identify individual strengths and improvement opportunities, assist performance and promote self-motivated improvement.

Employee:

Job Title:

Date:

An ACTION PLAN must be developed for all areas that are BELOW EXPECTATIONS.

PERFORMANCE APPRAISAL

1. Knowledge of Work ... Performance Criteria:

- Understands job requirements.
- Understands the skills and procedures to perform designated tasks.
- Keeps informed on up-to-date job methods, skills, and techniques.
- Is fully aware of who the "customer" is; both internal and external.

Below Expectations

Meets Expectations

Above Expectations

Cite specific examples: indicate strengths and/or weaknesses

2. Quality/Quantity of Work ... Performance Criteria:

- Reviews completed assignments for accuracy and completeness.
- Achieves results consistent with known job expectations and performance standards.
- Strives to improve or enhance work performance.
- Maintains output level consistent with job expectations and performance standards.
- Meets job requirements and produces results within established time limits.

Below Expectations

Meets Expectations

Above Expectations

Cite specific examples: indicate strengths and/or weaknesses

3. Communication Skills ... Performance Criteria:

- Communicates in a logical and clear manner in preparing reports, letters, and memos.
- Expresses self effectively when presenting ideas or instructions.
- Communicates in a timely manner.
- Possesses good listening skills and fully understands requests and/or directions given.

Below Expectations

Meets Expectations

Above Expectations

Cite specific examples: indicate strengths and/or weaknesses

4. Problem Solving/Initiative ... Performance Criteria:

- Generates effective ideas and solutions.
- Prioritizes to adapt to varying situation, responsibilities and people.
- Identifies and applies available information and resources.

Below Expectations

Meets Expectations

Above Expectations

Cite specific examples: indicate strengths and/or weaknesses

5. Commitment/Work Habits ... Performance Criteria:

- Follows established policies and procedures
- Fosters a positive work environment
- Recognizes need for confidentiality; makes appropriate decisions regarding such without dire
- Enhances office atmosphere and maintains a positive image/attitude.
- Observes established attendance and tardiness rules and regulations.
- Has consistent and regular attendance to ensure quality performance.
- Adheres to established break and lunch times; returning to work area on time.
- Makes effective use of time and materials to efficiently complete assignments and necessary
- Willing to change plans in order to meet deadlines.
- Responds well to new assignments.

Below Expectations

Meets Expectations

Above Expectations

Cite specific examples: indicate strengths and/or weaknesses

6. Customer Service ... Performance Criteria:

- Sets a personal example of customer service excellence in dealings with customers, colleagues, and associates.
- Cooperates with others within the organization to provide good external and internal customer service; enthusiastic "team player".
- Is committed to meeting the customer's requirements.
- Follows-up on needs of external and internal customers.

Below Expectations

Meets Expectations

Above Expectations

Cite specific examples; indicate strengths and/or weaknesses

Supervisor's Comments:

[Empty box for Supervisor's Comments]

Employees Comments:

[Empty box for Employees Comments]

Agreed Upon Goals and Objectives Established for the Coming Year:

[Empty box for Agreed Upon Goals and Objectives]

Overall Performance Rating:

- Below Expectations Meets Expectations Above Expectations

Supervisor's Signature

Date

Employee's Signature

Date

DEVELOPMENT OF ACTION PLAN

Action Plan relating to Annual Review of _____ on _____
(Employee's Name) (Date)

Describe Action Plan for each area checked as "Below Expectations". Please include steps necessary in order to accomplish an immediate improvement in job performance and a completion date for each Action Plan number.

Action Plan developed by:

(Employee's Signature) (Date)

(Supervisor's Signature) (Date)

Completed Action Plan reviewed by:

(Employee's Signature) (Date)

(Supervisor's Signature) (Date)

**CUBA-RUSHFORD CENTRAL SCHOOL
NOTICE OF SUPPORT STAFF
ANNUAL PERFORMANCE REVIEW**

TO: _____

FROM: _____

DATE: _____

I would like us to meet on _____ at _____ to discuss your annual review.

You can prepare for this meeting and help me address your concerns by answering the following questions and returning this form to me before we meet.

MAJOR DUTIES:

Do you have any questions about what is expected of you on the job? No _____ Yes _____ If yes, please list questions below.

Has your job changed significantly during this evaluation period? No _____ Yes _____ If yes, please describe the changes below.

MAJOR ACCOMPLISHMENTS:

Note below any work related activities and accomplishments completed during the evaluation period which you feel were significant value and/or beyond the scope of your regular duties.

PERFORMANCE DEVELOPMENT:

List areas where you feel performance improvement may be warranted, with suggestions of specific activities that you might undertake.

UPCOMING GOALS:

Please list your goals and objectives for the upcoming year.

OTHER AREAS TO BE DISCUSSED:

Please note any other areas you would like to discuss.

The District recognizes that not every performance criteria applies to every employee's specific job responsibility and that the weighting of criteria may vary considerably by job title and location.

**CUBA-RUSHFORD CENTRAL SCHOOL
SUPPORT STAFF EVALUATION FORM**

CATEGORY

BELOW EXPECTATIONS

MEETS EXPECTATIONS

ABOVE EXPECTATIONS

WORK HABITS

Does not adhere to agreed upon times or deadlines.
Does not follow established times for lunch or breaks; is often late returning to work area.
Not responsive to new assignments or need to occasionally work extra time in order to meet deadlines.
Does not postpone break time when critical work needs to be completed.
Does not make effective use of work time i.e. if assignments are completed, does not seek out new assignments or offer to help others.
Cannot function or make decisions without constant supervision.

Generally meets agreed upon times and deadlines.
Generally observes times set for lunch and breaks.
Response to new assignments is generally positive; will work extra time to meet deadlines if asked.
Makes good use of work time.
Generally will seek work from or assist others if experiencing a "slow period" in work assignments.

Consistently meets agreed upon times and deadlines, demonstrating ability to self-monitor, self-adjust and recognize priorities in order to complete tasks.
Consistently adheres to scheduled lunch and break times.
Consistently responds well to new assignments and always works extra time to meet deadlines; does not have to be asked.
Manages work time very effectively.
Always willing to assist others when needed.