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#### **Contract Database Metadata Elements**

Title: **Canandaigua City School District and Canandaigua City School District Monitors Association (2004)**

Employer Name: **Canandaigua City School District**

Union: **Canandaigua City School District Monitors Association**

Local:

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

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AGREEMENT

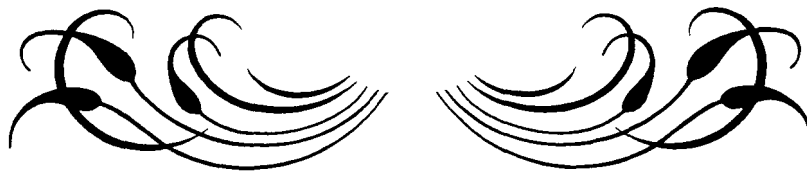
between

THE SUPERINTENDENT OF SCHOOLS OF THE CITY SCHOOL  
DISTRICT OF THE CITY OF CANANDAIGUA

and

THE CANANDAIGUA CITY SCHOOL DISTRICT  
MONITOR'S ASSOCIATION

JULY 1, 2004 - JUNE 30, 2007



**RECEIVED**

DEC 13 2004

NYS PUBLIC EMPLOYMENT  
RELATIONS BOARD

25

**I. DURATION**

This Agreement shall become effective July 1, 2004 and continue until June 30, 2007.

**II. RECOGNITION**

The Canandaigua City School District hereby recognizes the Monitors' Association as the exclusive bargaining representative of the Monitor's Negotiating Unit. The Monitor's Negotiating Unit consists of all cafeteria and playground monitors.

**III. DEFINITION**

Full-time monitors are those whose regular work schedule is five (5) hours or more per day.

Part-time monitors are those whose regular work schedule is less than five (5) hours per day.

Monitors include, for the purpose of this Agreement, all cafeteria monitors and recess monitors, and other approved civil service titles that may be identified.

**IV. PERSONAL SICK LEAVE**

A. Newly employed full-time and part-time Monitor's Unit personnel will earn one paid sick leave day for each month worked for the first five months of employment. After five months of employment, sick leave benefits will accrue as stated below. Paid sick leave benefits are not to exceed a total of ten (10) days for full-time employees, and five (5) days for part-time employees during the first year of employment.

B. Full-time monitors may accrue sick leave at the rate of 10 days per year at full pay. Part-time monitors may accrue sick leave at the rate of 5 days per year. Unused sick leave may be accumulated up to 150 days for full-time and 100 days for part-time monitors.

C. In the event that a monitor accumulates more than 150 days, the district agrees to pay \$10.00 for every day above 150. This payment may be received in cash or set aside for the payment of the cost of future health insurance benefits. Unit members must annually inform the district, in writing, of their choice of payment. Once this choice is made, it may not be rescinded.

D. Each full-time monitor shall be allowed two (2) days per year and each part-time monitor shall be allowed one (1) day per year of leave with full pay for the purpose of transacting or attending to personal, legal, business or family matters which require

MONITOR AGREEMENT – JULY 1, 2004-JUNE 30, 2007

1 absence during working hours. Such leave shall be available for reasons of hardship or  
2 pressing need, such as a personal legal matter, attending a graduation or wedding  
3 ceremony of a son or daughter or other similar matters. It is understood that this listing  
4 of permissible uses of personal leave is not meant to be exhaustive, but merely a guide  
5 to the types of absence contemplated by this section. The leave shall not be used  
6 merely for personal convenience or pleasure or on matters such as shopping, hunting,  
7 vacations, or similar purposes. Except in emergencies, the Unit member shall give the  
8 building administrator written notice on the form provided to take such leave at least  
9 two (2) school days prior to the day of the proposed absence. It is not necessary to  
10 indicate the specific reason for taking such leave, but it shall be indicated that in the  
11 Unit member's opinion, the need is pressing and that the matter cannot be satisfactorily  
12 dealt with at a time other than during normal working hours.

- 13
- 14 E. A notification form may be obtained from the building secretary in each building.
- 15
- 16 F. "Notification for Personal Leave" form is shown in Appendix A.
- 17
- 18 G. Full-time employees may use ten sick days plus two personal business days as personal  
19 leave days. An employee may use all twelve as sick days or one as a personal business  
20 day and eleven as sick days or two of the twelve as personal business days and ten as  
21 sick days. Further, full-time Unit members may use up to four days as family illness  
22 days. All these days shall be allowed to accumulate as per sub Section B above.
- 23
- 24 H. Part-time employees may use five sick days plus one personal business day as personal  
25 leave days. An employee may use all six as sick days or one as a personal business day  
26 and five as sick days. Further, part-time Unit members may use up to two days as  
27 family illness days. All these days shall be allowed to accumulate as per sub Section B  
28 above.
- 29
- 30 I. In the event that a Unit member requests and is granted an extended leave of absence  
31 the Unit member must provide a written declaration of their intent to return to work  
32 that specifies the planned date of return.
- 33
- 34 J. Up to two (2) paid leave days (i.e. sick or personal days) may be taken each year on a  
35 day when the school is forced to close for emergency purposes. It is the responsibility  
36 of the monitor to indicate the election to use a paid leave day.
- 37

38 **V. CLOTHING ALLOWANCE**

- 39
- 40 A. The School District will provide aprons for cafeteria monitors.
- 41
- 42 B. The School District will provide a \$20 per person per year allowance for winter hats  
43 and gloves for the playground monitors.
- 44
- 45
- 46

1 **VI. TOWELS**

2  
3 The School District General Fund will furnish sufficient towels for use in each building.  
4 The School District General Fund will also assume the responsibility for the washing of  
5 towels.

6 **VII. HOLIDAYS**

7  
8 All Unit members will be provided eight paid holidays. These are:

9  
10 New Year's Day

11 Martin Luther King Day

12 Presidents' Day

13 Memorial Day

14 Columbus Day

15 Veterans' Day

16 Thanksgiving Day

17 Christmas Day

18 Harriet Tubman Day\*

19 And one floating day to be identified by the Association president by September  
20 15 of each school year. This holiday must be identified as a day when students  
21 are not in attendance.

22  
23 \* If Good Friday is a day of pupil attendance or Harriet Tubman Day is not a  
24 holiday, a replacement holiday will be mutually selected by the association  
25 president and the Superintendent or his designee.

26 **VIII. NOTICE OF VACANCIES**

27  
28 The District shall post all vacancies within the Unit in each building.

29 **IX. SENIORITY**

30  
31 Seniority shall be considered on a District-wide basis. Whenever reductions in staff are  
32 necessary, the principle of last-hired, first-to-be-released, will be followed. However,  
33 nothing in this provision shall require the promotion of an employee or transfer to a  
34 responsibility for which he/she is not considered capable.  
35

36 **X. RETIREMENT BENEFITS**

37  
38 A. The Board of Education has elected the option available under the Retirement System  
39 so that unused sick leave may be credited toward the length of service at the time of  
40 retirement.

41  
42 B. The Board of Education has elected to provide the death benefit option available under  
43 the New York State Employees' Retirement System, Section 60b.

MONITOR AGREEMENT – JULY 1, 2004-JUNE 30, 2007

1 C. All members of this Unit are eligible to participate in the New York State Employees'  
2 Retirement Program. All who enroll after March 1, 1976 must contribute 3% of their  
3 salary.

4 **XI. IN-SERVICE TRAINING**

5  
6 Up to four (4) in-service training sessions may be held during each school year. Employees  
7 will be required to attend these sessions and will be paid at his or her regular rate for their  
8 attendance.

9 **XII. PHYSICAL EXAMINATION**

10  
11 Monitors may have any required physical examination performed by a physician other than  
12 the school physician, but the employee is responsible for any fee charged.  
13

14 **XIII. BENEFITS STATEMENT**

15  
16 Unit members shall receive a yearly statement showing the following: unused sick leave,  
17 salary, and hospital insurance paid by the employer.  
18

19 **XIV. CONTINUATION OF EMPLOYMENT**

20 A. Persons designated to be included in the Monitors Negotiating Unit who were  
21 employed during any school year will be assured continuous employment in the same  
22 or similar position for the following school year, including periods following school  
23 vacations and holidays, unless 14 days notice is given that employment will be  
24 terminated.  
25

26 B. Persons designated to be included in the Monitors Negotiating Unit who are employed  
27 for the first time in any school year will be assured continuous employment in the same  
28 or similar position for the balance of the school year, including periods following  
29 school vacations and holidays, unless 14 days notice is given that employment will be  
30 terminated.  
31

32 C. Customary vacation periods will be observed in accordance with the official school  
33 calendar. It is expected that each employee of this Unit will return to work on the first  
34 scheduled workday for his/her particular position following each holiday or vacation  
35 recess occurring during any school year.  
36

37 **XV. SAVINGS CLAUSE**

38  
39 If any provisions of this Agreement or any application of the Agreement to any employee  
40 or group of employees shall be found contrary to law, then such provision or application

1 shall not be deemed valid and subsisting except to the extent permitted by law, but all other  
2 provisions or applications of the Agreement shall continue in full force and effect.  
3

4 **XVI. HEALTH INSURANCE**

- 5
- 6 A. The District will provide the Non-Monroe County School District's Blue Cross/Blue  
7 Shield Plan with the basic prescription rider beginning July 1, 1998. The District will  
8 pay 100 percent of the cost for full-time employees and 50 percent of the cost for part-  
9 time. Should an employee elect a different health plan, the employee will pay any  
10 difference in premium costs. Employees may use pre-tax dollars to pay this portion of  
11 the premium. In order to be eligible for partial payment of health insurance premium,  
12 an employee must be employed at least 2-1/2 hours per day. Employees working less  
13 than 2-1/2 hours per day may participate but must pay the full cost of the program.  
14
- 15 B. The District will provide the "Smile Saver Plan I" of the Rochester Blue Shield or an  
16 equivalent. The District will pay 50 percent of the premium cost for Unit members  
17 considered full-time employees and 25 percent of the premium cost for members who  
18 qualify as part-time employees. For the purposes of the Dental Insurance, full-time and  
19 part-time are defined above in Paragraph A.  
20
- 21 C. Retired Unit members may continue group coverage by assuming full payments  
22 therefore, except as noted below. Full-time Unit members who qualify for New York  
23 State Employees' Retirement benefits upon termination on or after July 1, 1987 will  
24 qualify for a reserve to be established for the purposes of paying health insurance  
25 premiums. This reserve will be computed by multiplying \$10 by the number of unused  
26 sick leave days credited to that individual as of the effective date of retirement.  
27

28 **XVII. EMERGENCY LEAVE FOR CRITICAL ILLNESS**

29 **OR DEATH IN THE IMMEDIATE FAMILY**

- 30
- 31 A. Critical illness means a life and death situation that the attending physician considers  
32 sufficiently serious to require the staff member's presence at the bedside of the sick or  
33 injured immediate family member.  
34
- 35 B. Immediate family means: husband, wife, children, and any other members of the same  
36 home; father and mother; brothers and sisters; grandfather, grandmother, and  
37 grandchild; father-in-law and mother-in-law.  
38
- 39 C. Up to three days absence with pay will be allowed for each critical illness or death in  
40 the immediate family as defined in paragraph "B". For purposes of death in the family,  
41 the definition of family shall be all those listed in paragraph "B" above plus brother-in-  
42 law and sister-in-law. Leave periods described in this paragraph may be extended at  
43 the discretion of the Superintendent.  
44
- 45 D. The employee may be asked to present a certificate from the attending physician when  
46 requesting leave for critical illness in the immediate family.

**XVIII. SALARY**

1  
2  
3 A. Monitors whose regular work day begins before the official announcement of school  
4 closing and who reports to work in good faith shall be paid for the time worked or up to  
5 one hour whichever is greater but not to exceed two hours without the expressed  
6 approval of the building administrator. All Unit members continue to be responsible to  
7 listen to the approved radio stations for school closing information.

8  
9 B. Monitors will be paid up to four hours at their regular hourly rate for attendance at area  
10 conferences. This provision is limited to those conferences, which they are required to  
11 attend, and to not more than two per school year.

12  
13 C. Longevity Supplement

14  
15 After completion of the 5<sup>th</sup> year of continuous service, unit members shall receive a  
16 bonus of \$150.00. After completion of the 12<sup>th</sup>, 16<sup>th</sup> and 20<sup>th</sup> consecutive year of  
17 service, unit members shall receive a bonus of \$500. This bonus shall be payable on  
18 the first full pay period in the September following the 12<sup>th</sup>, 16<sup>th</sup>, and 20<sup>th</sup> anniversary  
19 date of full or part-time service. The anniversary date of an employee hired prior to  
20 March 1 of any school year shall be calculated on the previous July 1. The anniversary  
21 date of an employee hired after March 1 of any year shall be calculated on July 1 of that  
22 year.

23  
24 D. When a payday falls on a vacation day, checks will be issued on the last day of work  
25 preceding the vacation day, whenever possible.

26  
27 E. Wages

- 28  
29 1. Effective July 1, 2004, new unit members will receive an hourly rate of \$6.75 per  
30 hour. Last year's unit members will receive an increase of \$.70 an hour over their  
31 03-04 rate.
- 32 2. Effective July 1, 2005, new unit members will receive an hourly rate of \$6.85 per  
33 hour. Last year's unit members will receive a 4.0 percent increase over their 04-05  
34 rate.
- 35 3. Effective July 1, 2006, new unit members will receive an hourly rate of \$7.00 per  
36 hour. Last year's unit members will receive a 4.0 percent increase over their 05-06  
37 rate.
- 38 4. Health Reimbursement Fund
- 39 a. The District will contribute \$150 for each full-time and \$75 for each part-time  
40 Unit member to the Health Reimbursement Fund. This contribution shall occur  
41 on the first business day of October following the 2004-05, 2005-06, 2006-07  
42 school years.
- 43 b. The Health Reimbursement Fund will comply with all Federal IRS rules and  
44 regulations that apply to such funds.
- 45



MONITOR AGREEMENT – JULY 1, 2004-JUNE 30, 2007

- 1 F. In the event that a unit member substitutes in another area, she or he shall receive that  
2 rate currently in effect for substitutes in that area, or the regular rate whichever is  
3 higher.  
4
- 5 G. If the Federal minimum wage changes prior to July 1, 2004, the District and the  
6 Association agree to negotiate the impact.  
7

**XIX. SICK LEAVE RESERVE**

- 8
- 9
- 10 A. The Board will make provision for a sick leave reserve to aid Unit members who suffer  
11 prolonged illness and whose sick leave becomes exhausted during an extended period  
12 of illness. The intent of the sick reserve is to provide a safety net for those members  
13 who suffer a long-term illness or injury. The reserve is not intended to provide salary  
14 continuity for short-term illness or injury, nor is it intended to cover cosmetic or  
15 elective procedures. Wherever possible, the member shall schedule procedures or  
16 treatments during the summer or at other times that would minimize absence from  
17 work.  
18
- 19 B. In order to be eligible to use the sick reserve, the member must be suffering from a  
20 disabling illness or injury that prevents the member from performing the essential  
21 duties of the position.  
22
- 23 C. Each Unit member who chooses to participate will contribute one sick day by filing a  
24 signed authorization statement with the personnel office within the month of September  
25 or within 30 days after effective date of employment. When the number of available  
26 days falls below 25, participants must re-contribute one day to maintain membership.  
27 If the Reserve falls below 25 days, the Board will contribute 65 days. Unused days will  
28 carry over into the next school year.  
29
- 30 D. Unit members may use sick leave reserve days upon the following terms and under the  
31 following conditions:  
32
- 33 1. The Unit member must be an employee of the district on active status;
  - 34 2. The Unit member must have contributed at least one day of sick leave to the reserve  
35 and maintained membership by contributing each time the reserve fell below 25  
36 days;
  - 37 3. The Unit member must have exhausted his or her regular paid sick leave;
  - 38 4. The Unit member must have been absent with a qualifying illness or injury for a  
39 number of consecutive days as determined by the following formula:  
40
- 41 {40 days} minus {(Number of accumulated personal leave days as of the start of  
42 the school year September 1) plus (ten divided by the number of years service).}  
43
- 44 5. The Unit member must submit verification of the medical condition by the  
45 physician subject to the approval of the supervising school physician;

MONITOR AGREEMENT – JULY 1, 2004-JUNE 30, 2007

1       6. If recurrence of the same illness requires additional absence, the requirement under  
2       C4 will be waived and the Unit member may be eligible for additional days but not  
3       to exceed the maximum of 90 school days allowed per school year.

4  
5       E. There will be a limit of 90 days per unit member per school year under this article. The  
6       total cumulative use any employee may make of the reserve is 180 days.

7  
8       F. A committee consisting of a representative from each employee Unit shall administer  
9       the reserve. The committee shall review requests and make recommendations to the  
10       Superintendent for the use of sick leave reserve. The final decision for granting of sick  
11       leave allowance from the Sick Leave Reserve rests with the Superintendent of Schools.

12  
13       G. This article is not subject to grievance.  
14

**XX.   WORKERS' COMPENSATION**

15  
16  
17       When an injury or illness occurs, the following procedure must be followed:

- 18  
19       1. The employee will report all work-related injuries to their immediate supervisor or  
20       other appropriate supervisory personnel, for example the building principal or  
21       school nurse.  
22  
23       2. An accident report is completed, signed, and dated. The original is sent to the  
24       payroll office.  
25  
26       3. If the amount of lost time warrants, the appropriate forms are sent from the payroll  
27       office to the District's Workers' Compensation insurance carrier. An employee may  
28       use up to 14 days of accumulated sick time to maintain their full bi-weekly pay.  
29       Any lost time beyond 14 work days shall be compensated by the District's insurance  
30       carrier as per Workers' Compensation Law and Regulations as quoted below:

31  
32                "No cash benefits are paid for the first seven days of disability unless the  
33                disability extends beyond 14 days. In that event, the worker may be due cash  
34                benefits from the first day off the job. However, necessary medical care is  
35                provided no matter how short or how long the length of the disability."  
36

37       A joint committee of District administrative personnel and employee representatives  
38       will convene to determine the potential for assignment to light duty as described below.  
39       The joint committee shall include one member of the employee's own Unit, one  
40       member of another Unit, and two District administrators. These four shall meet to  
41       select a fifth member who will serve as chairperson. The task of this joint committee  
42       shall be to determine whether the employee is a candidate for the light duty program.

43  
44       The goals of a light duty Workers' Compensation program are:  
45

MONITOR AGREEMENT -- JULY 1, 2004-JUNE 30, 2007

- 1 1. To help the employee maintain a greater portion of their earnings than would  
2 otherwise be the case under Workers' Compensation alone.
- 3
- 4 2. To contribute to the employee's well being by allowing gainful employment.
- 5
- 6 3. To allow the employee to maintain his/her earned sick days.
- 7
- 8 4. To contribute to the District's need for productivity.
- 9
- 10 5. To reduce or forestall the continued increases in the Workers' Compensation  
11 insurance premium cost.
- 12

13 An employee temporarily unable to perform his/her previous duties due to an injury or  
14 illness received in the employ of the District, who can return to work under temporary  
15 medical restrictions, can be assigned by the District to a temporary light duty work program  
16 within the employee's own job classification. Further, the assignment of duty shall be  
17 restricted to those duties he/she is capable of performing.

18  
19 The assignment to light duty may include certain modifications of the job description  
20 duties so as to minimize the risk of re-injury. Other job modifications may include a  
21 reduction in the length of the workday or other modifications that are consistent with the  
22 goals of the light duty program and with the recommendations of the employee's and  
23 District's designated physician.

24  
25 In the event of a reduction in working hours, the following pay calculation shall apply.

26  
27 The employee shall receive their regular wage for hours worked  
28 plus 2/3rds the difference between the daily earnings and usual  
29 and customary daily wage earnings as per this example.

30  
31 Normal work day earnings = \$7.35/hr. X 6 hours = \$44.10/day

32  
33 Suppose the employee works 2 hours at \$7.35 = \$14.70

34  
35 \$44.10

36 -14.70

37 \$29.40 X .66 = \$19.40

38  
39 The 0.66 (2/3) factor is the statutory Workers' Compensation reimbursement factor.

40  
41 Therefore, the employee is paid \$14.70 for work performed and  
42 \$19.40 in Workers' Compensation benefits for a total of \$34.10

43  
44 Without the light duty program, the Workers' Compensation  
45 benefit alone would be \$29.10 per day.

46  
47 The employee shall retain their sick days while on light or  
48 modified duty and shall not gain access to the sick reserve.

49  
50 The decisions of the joint committee are not subject to the grievance process.

51

MONITOR AGREEMENT -- JULY 1, 2004-JUNE 30, 2007

1 IN WITNESS THEREOF, the parties hereunto set their hands  
2  
3 and seals this 29th day of June, 2004.  
4  
5  
6

7 SUPERINTENDENT OF SCHOOLS OF THE CITY SCHOOL DISTRICT OF  
8 THE CITY OF CANANDAIGUA, NEW YORK  
9

10 By Stephen Uhlir  
11  
12  
13

14 CANANDAIGUA CITY SCHOOL DISTRICT MONITORS' ASSOCIATION  
15 PRESIDENT  
16

17 By Gene M. Gardner  
18  
19  
20  
21  
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47

APPENDIX A

SCHOOL MONITORS UNIT

Personal Leave

A. Each full time monitor shall be allowed two (2) days per year and each part-time monitor's worker shall be allowed one (1) day per year of leave with full pay for the purpose of transacting or attending to personal, legal, business or family matters which require absence during working hours. Such leave shall be available for reasons of hardship or pressing need, such as a personal legal matter, attending a graduation or wedding ceremony of a son or daughter or other similar matters. It is understood that this listing of permissible uses of personal leave is not meant to be exhaustive, but merely a guide to the types of absence contemplated by this section. The leave shall not be used merely for personal convenience or pleasure or on matters such as shopping, hunting, vacations or similar purposes. Except in emergencies, the Unit member shall give the building administrator written notice on the form provided to take such leave at least two (2) school days prior to the day of the proposed absence. It is not necessary to indicate the specific reason for taking such leave, but it shall be indicated that in the Unit member's opinion, the need is pressing and that the matter cannot be satisfactorily dealt with at a time other than normal working hours.

B. Notification forms may be obtained from the building secretary.

C. Notification forms for personal leave shall read as follows:

(To be submitted in duplicate to the building administrator at least two days in advance of absence).

Under the provisions of the Agreement between the Monitors Unit and the School District, I intend to take personal leave on the following date:

\_\_\_\_\_.

Signature: \_\_\_\_\_

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

Receipt of Personal Leave Notification is acknowledged.

Signature: \_\_\_\_\_

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