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Union: **Wayland-Cohocton Educational Support Personnel**

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GEN/8045

AGREEMENT BETWEEN
WAYLAND-COHOCTON EDUCATIONAL SUPPORT PERSONNEL
AND
WAYLAND-COHOCTON CENTRAL SCHOOL
7/1/2006-2010
6/30

NYS PUBLIC EMPLOYMENT
RELATIONS BOARD
RECEIVED
NOV 1 / 2006
COUNSEL

ARTICLE I
AGREEMENT

This agreement made and entered into this 22 day of June 2006, by and between the Board of Education of the Wayland-Cohocton, hereafter referred to as the "Board", and the Wayland-Cohocton Educational Support Personnel, hereafter referred to as the "Association." This agreement shall be in effect July 1, 2006, through June 30, 2010.

ARTICLE II
RECOGNITION

Pursuant to the provisions of Article 14 of the Civil Service Law, known as the Public Employees' Fair Employment Act, the Board of Education of the Wayland-Cohocton Central School District recognizes the Wayland-Cohocton Educational Support Personnel as the exclusive negotiating agent for all terms and conditions of employment for all teacher aides and assistants, audiovisual aides, computers service assistants, all secretarial positions (except the Secretary to the Superintendent), business office account clerks, attendance clerks, school monitors, food service employees (except food service manager), and school nurses; excluding the payroll account clerk, school treasurer and all other employees.

ARTICLE III
PRINCIPLES

Section 1

This is the entire Agreement between the parties and no verbal statement in whatever form, except an amendment to this Agreement in written form agreed to by both parties and annexed hereto and specifically designated as an amendment to this Agreement, shall supersede or vary the provisions herein contained.

Section 2

Neither the Board nor the Association will discriminate or take reprisals against any unit member with respect to terms and conditions of employment by reason of his/her membership in the Association and with respect to rights under the law or this agreement.

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Section 3

If any Article or part thereof of this Agreement, or of any addition thereof, should be determined to be in violation of any federal, state or local law; or if adherence to or enforcement of any Article or part thereof should be restrained by a court of law, the remaining articles or parts thereof of this Agreement or any addition shall not be affected.

ARTICLE IV

NEGOTIATION PROCEDURES

Section 1

Meetings of the negotiating committees may be initiated at the written request of either party. However, no later than ninety (90) days prior to the expiration of an agreement in effect, the parties will enter into good-faith negotiations over a successor agreement covering the following school year(s).

Section 2

The second and all subsequent meetings shall be called at times mutually agreed upon by both parties. The second and all succeeding meetings shall be for the purpose of affecting a free exchange of facts, opinions, proposals, and counter proposals in an effort to reach mutual understanding and agreement. Such meetings shall continue to be held as the parties may require to reach an understanding on the issue(s) or until an impasse is declared.

Section 3

The Board will cause copies of this agreement to be printed at its expense in sufficient copies so that a copy can be distributed to each member covered by this agreement and twenty-five (25) additional copies for the use of the Association.

Section 4

When consensus is reached covering the areas under discussion, the proposed agreement shall be reduced to writing by the Chief Negotiators as a Memorandum of Understanding and submitted to the Board and the Association membership for ratification.

ARTICLE V

ASSOCIATION RIGHTS

Section 1

Whenever any representative of the Association or any unit member participates during working hours in direct negotiations, grievance procedures, or conferences with the administration or Board, he/she shall suffer no loss in pay. Unit members agree not to

use, working hours assigned to them to conduct Association business except with approval from the Superintendent.

Section 2

The Association and its representatives shall have the right to use the school buildings at all reasonable hours for meetings. However, the **Principal** will be notified of the meeting for rescheduling purposes in accordance with current regulations.

Section 3

When not being used for educational purposes, the Association shall have the right to use school typewriters, mimeographing machines, duplicating equipment, computers and audio-visual equipment for Association purposes. The Association shall pay for the reasonable costs of all materials and for any repairs necessitated as a result thereof. The Association will pay \$.10/page for use of the copy machine.

Section 4

The Association shall have the right to use existing bulletin boards at appropriate work locations for any and all Association business.

Section 5

The Association shall have the right to be assigned a mailbox in the high school, middle school, and elementary offices if space is available.

Section 6

Upon submission of written dues deduction authorization forms, the Board agrees to make such deductions from the wages or salaries of unit members for dues to the Association as said members individually and voluntarily authorize the District to deduct **or as may be required by law**. Such deductions shall immediately be forwarded to the Association.

The Union shall indemnify and save harmless the District from any and all claims, demands, suits or other forms of liability that may arise from reason of action taken or not taken by the District for the purposes of complying with this section of Article V.

ARTICLE VI

OTHER DEDUCTIONS

Section 1. Tax-Sheltered 403(b)(7) Annuity

The Board will enter into a written agreement with any unit member, upon request, to reduce the annual salary as otherwise payable by law to said unit member, for the purpose of purchasing an annuity for the said unit member. The Association agrees to hold the District harmless from any and all liability resulting from the operation of this section.

Section 2. Deductions for Credit Unions

The Board will enter into a written agreement with any unit member, upon request, to reduce the unit member's paycheck for the purpose of depositing a specified amount each pay period into a credit union.

Section 3. Savings Bonds

The Board will enter into a written agreement with any unit member, upon request, to reduce the unit member's paycheck by a specified amount each pay period for the purpose of purchasing savings bonds.

Section 4. Procedures

- A. Reductions for tax-sheltered annuities and credit unions will be delivered to the designated annuity provider or credit union at the end of each pay period. All of the above items can be changed at any time during the school year upon written request to the Treasurer.
- B. A unit member may withdraw his/her authorization at any time through a written notice received by the Treasurer at least two (2) weeks prior to the affected pay period.
- C. The appropriate transfer of such monies shall may made by the Treasurer following each pay period.

Section 5. Direct Deposit

Unit members shall be given the right of a direct deposit in area banks and credit unions.

Section 6. Insurance

Health insurance premium payment deductible amounts may be paid by employees through a plan operated by the District in accordance with Section 125 of the Federal Internal Revenue Code.

ARTICLE VII

GRIEVANCE PROCEDURE

Section 1

A) A grievance is a complaint by a unit member of an alleged violation of any of the terms and conditions of this Agreement. It is understood by the parties that the grievance procedure is limited to the terms contained within this Agreement.

B) Days shall mean workdays in which the school district and its offices are in operation.

Section 2

The purpose of this procedure is to determine if a violation of the contract has occurred and, if so, to remedy the problem consistent with the terms and conditions set forth in this Agreement.

Section 3

No alleged violation shall be entertained and shall be deemed waived unless submitted at the first level within twenty (20) days after the aggrieved party knew or should have known of the act or condition upon which the alleged grievance is based. A written request for an informal meeting with the immediate supervisor must be presented within the twenty (20) day time limited above or the grievance is waived.

Section 4

It is understood that an aggrieved unit member shall follow the following procedure in the handling of a grievance.

Level 1 any unit member having a grievance will discuss it with his/her immediate superior directly or together with a representative of the Association in an attempt to settle the grievance informally. **After the Level 1 meeting, the District and the Association will sign a document recording the date of the Level 1 meeting and the outcome of it.**

Level 2 If the grievance is not resolved informally to the satisfaction of the unit member, it may be reduced to writing and submitted to the Business Manager within seven (7) days of the **date that the level 1 document is signed**. The Business Manager will meet with the parties and render his decision in writing within seven (7) days from receipt of the written grievance.

Level 3 If the grievance is not resolved pursuant to Level 2, it may be submitted in writing to the Superintendent within seven (7) days of the Business Managers Response. The Superintendent will meet with the parties and render his decision in writing within seven (7) days from receipt of the written grievance.

Level 4 If the grievance is not resolved pursuant to Level 3, it may be submitted in writing within seven (7) days of the Superintendent's response to the Board of Education. The Board will meet with both parties at the next regularly scheduled Board meeting. The Board will render its decision in writing within seven (7) days of the meeting.

Level 5 After receipt of the Board's decision at Level 4, the grievance may be submitted to binding arbitration. The Association shall notify the Board within seven (7) days of receipt of the decision at Level 4 that it is proceeding to arbitration, and shall request a list of arbitrators from the American Arbitration Association. The parties will then be bound by the rules and procedures of the American Arbitrators Association. The selected arbitrator shall hear the matter promptly and render his decision in writing no later than thirty (30) days from the closing of the hearing. The arbitrator's decision shall be final and binding on all parties.

Section 5

The cost of the arbitrator shall be shared equally by the Board and the Association.

Section 6

No arbitrator shall have the power to add to, subtract from or modify any provision in this agreement.

ARTICLE VIII

SENIORITY

Section 1

Seniority for job titles certified under the Education Law will be determined by the applicable Education Law provisions. Seniority for competitive class positions is set by Civil Service Law. For non-competitive positions, seniority shall be defined as the length of continuous full-time service with the Wayland-Cohocton Central School District within the employee's job title, as computed from the employee's most recent date of hire in that job title within the District. Seniority shall be used for layoffs and recall. Seniority shall not accrue during an unpaid leave of absence.

ARTICLE IX

JOB VACANCIES AND POSITIONS

Section 1

When a job vacancy occurs for a position within the District, the District will post an announcement of the vacancy and provide notice of the vacancy to an Association officer **when the position is posted**. The announcement will be posted in the Business Office, School Counseling Office, Bus Garage, Cohocton Elementary Office, High School Office, Middle School Office and Wayland Elementary Office. The District shall also send out an e-mail announcing the position through its most current e-service list for unit members.

Section 2

Announcements of such vacancies shall contain the title of the position(s) to be filled, qualifications required for appointment, and the final date on which applications will be considered. The District shall give written notification to Employee Applicants who are finalists in the hiring process of the District's final decision.

ARTICLE X

JOB SECURITY

Section 1. Job Assignments

The administration has the right to change assignments of unit members within the same job title in the best interest of the school without regard to seniority. This is not meant for use on a day to day or week to week basis, but rather prior to the school year or during the year as circumstances warrant. Seniority will only be used in the reduction of staff.

Section 2. Evaluation

Unit members will be evaluated by their immediate supervisor or teacher and approved by the administrator at least on an annual basis. The purpose of said evaluation is to improve and enhance job performance. If a negative evaluation is made in written form, the unit member shall be evaluated a second time within one (1) to three (3) months by the administration. An individual receiving two (2) consecutive negative evaluations may be subject to discipline proceedings per Civil Service Law Section 75 or Education Law Section 3020-a. Dismissals of employees who are not covered by Civil Service Law Section 75 or Education Law Section 3020-a shall not be subject to the Arbitration Clause of this Contract.

This Section applies to dismissals for incompetent performance, not to dismissals for misconduct.

Section 3. Derogatory Material/Personnel File

No material derogatory to a unit member's conduct or service, nor any material which could have an adverse effect on a unit member's employment shall be placed in a unit member's personnel file unless the unit member is given a copy of the material. The unit member shall acknowledge his/her opportunity to review the material by signing and dating the material and returning it to his/her immediate supervisor within 15 school days of his/her receipt of the material. The unit member's signature shall not be construed as indicating agreement with the contents of the material. If the unit member refuses to sign the material, the employee's supervisor shall note such refusal on the material and place the material in the employee's file. The unit member shall have the right to submit a written response to the material within 15 school days of his/her receipt of the materials. Any written response shall be submitted to the unit member's immediate supervisor, who shall sign and date the response and place it in the unit member's personnel file with the derogatory material. The supervisor's signature shall not be construed as indicating agreement with the contents of the unit member's response. The District agrees that it shall not establish any personnel file for a unit member where the contents are not available for the unit member's inspection, with the exception of confidential materials such as personnel references, academic credentials and other similar confidential documents. It is understood that a personnel file is a file dedicated to specific individual, and does not include files, which are created or maintained for general or other purposes.

ARTICLE XI

LEAVE OF ABSENCE

Section 1. Sick Leave

Ten-month unit members shall be entitled to twelve (12) days of sick leave per year, and twelve-month unit members shall be entitled to fourteen (14) days of sick leave per year, accumulative to 235 days effective on the first official day of each school year, whether or not the unit member reports for duty that day, provided the employee remains in pay status ten or more work days each month. Sick leave time will not be advanced when the employee is not in pay status at least ten work days in a month, except in cases where the employee must leave pay status as ordered by a medical doctor for health reasons. When necessary, sick leave will be prorated at 1.2 days per month. For those entering employment after the first day of the year, leave entitlements will be prorated at this same rate.

Section 2. Sick Leave Bank - the purpose of the Sick Leave Bank is to provide additional benefits to unit members in the event of serious, extended illness, accident or catastrophic injury.

A. The Sick Leave Bank shall be maintained as follows:

- (1) Each unit member on staff will contribute one (1) day to the Bank in order to become a member of the Sick Leave Bank. Once a unit member becomes a member of the Bank he/she may not withdraw that membership.
- (2) Each new employee shall contribute one day to the Bank at the end of the first month of employment.
- (3) A member may voluntarily contribute sick days to the sick leave bank provided he/she would not otherwise have more than 235 days of accumulated sick leave on the first official school day of the next school year.
- (4) When the number of days in the Bank drops below fifty (50), the Association and the District agreed to open a thirty (30) day window period for voluntary contributions from its membership.
- (5) If the Bank remains below fifty (50) days, each member will contribute one (1) day to the Bank.

B. Use of the Sick Leave Bank will be permitted on the following terms:

- (1) The unit member shall have used all of his/her personal accumulated sick leave, personal and vacation days.
- (2) The unit member must be absent from work due to sickness or injury for thirty-five (35) consecutive school days.
- (3) Application for withdrawal must be made in writing to the Sick Leave Bank Committee and must be accompanied by a doctor's statement showing that the applicant cannot resume normal duties. The application must include an estimated number of days needed or an approximate date of return to work.
- (4) The committee shall consist of three (3) members selected by the Association (one being a nurse) and two (2) members selected by the Superintendent. The Committee's decisions shall be reviewed by the Superintendent to ensure compliance with applicable legal

- requirements, contract provisions and District policies.
- (5) An applicant may make an initial request for up to sixty (60) days. The applicant may re-apply for additional days, but must complete subsection (3) above with an updated doctor's appraisal and date of return. An applicant may only apply for maximum of ninety (90) days per school year.
 - (6) If the unit member qualified for use of the Bank but did not receive paid leave days during the thirty-five (35) day period in subsection (2), days from the Bank will be applied retroactively.
 - (7) The Sick Bank Chairperson shall be responsible for coordinating all transactions of Bank days with the District's designated representative, as well as jointly maintaining records of all usage, current balances and membership.
 - (8) If a unit member resigns from the District within two (2) years of the use of Sick Leave Bank days, except in the case of retirement or permanent disability, that unit member shall be held responsible for reimbursing the District the equivalent of their hourly rate of pay when leaving the District for each hour of Sick Leave Bank hours withdrawn.

At the beginning of each school year, the District shall give the Association President a report as to the use of the Sick Leave Bank in the previous school year and the number of days remaining in the Sick Leave Bank. Sick Leave Bank usage is limited to catastrophic illness and/or injury, which requires extensive hospitalization and/or treatment including major surgery and major illnesses. All of the above shall be of a nature of life threatening occurrences such as cancer, stroke, heart attack and etc.

Section 3. Personal Leave

Unit members shall be entitled to three (3) days of personal leave per year. **A request for personal leave should be given to the administration at least 24 hours in advance of the personal leave except in emergency situations. Personal days are not accumulative but unused personal days will be credited to accumulative sick leave on July 1 of the next year. 235 days is the maximum accumulation of leave.** Personal leave will not be advanced when the employee is not in pay status, except in cases where the employee must leave pay status as ordered by a medical doctor for health reasons. When necessary, personal leave will be prorated at .25 day per month for twelve-month employees and .3 day per month for ten-month employees.

Section 4. Family Illness

A unit member shall be allowed a maximum of 3 days of leave with full pay during each school year because of illness in his/her immediate family or for a person in his or her care. Unit members may be granted up to 5 additional days of leave for such illness with full pay provided the District will deduct from gross salary of the unit member involved the cost to the District for a substitute. These family sick days are not accumulative as sick days. An immediate family member shall be defined as unit member's spouse, child, son-in-law, daughter-in-law, parent, grandparent, father-in-law, mother-in-law, brother, sister, brother-in-law, sister-in-law, and any other member of the immediate household.

Section 5. Maternity Leave

The Board will allow a unit member to utilize unused sick leave days for the period of disability related to pregnancy. Payment for unused sick days shall be for days where the disability occurs during the normal employment period. The employee, upon termination of the period of disability or the exhaustion of unused sick days (whichever comes first), shall have the option of returning to work or going on an unpaid child care leave. An unpaid childcare leave shall be for any number of days up to but not exceeding one (1) year without the approval of an extension granted by the Board.

Section 6. Family and Medical Leave

Leave with the opportunity for continued health insurance is available to all eligible employees in accordance with the District's Family and Medical Leave Act Policy. To be eligible for family and medical leave an employee must have been employed by the District for at least one year and have worked at least 1,250 hours during the prior twelve months. Eligible employees may generally take up to twelve weeks of paid or unpaid leave (depending on leave accruals) during a school year, with health insurance continued as if they were still an employee, for one or more of the following reasons: 1) the birth or adoption of a child; 2) care for a new child during the first twelve months after the child's birth, adoption, or placement; 3) care of a spouse, son, daughter, or parent with a serious health condition; or 4) medical leave for a serious health condition of the employee which results in the employee being unable to perform the essential functions of his/her job. Further information regarding the District's Family and Medical Leave Policy and copies of the Policy can be obtained from the District's Business Office.

Section 7. Paid Jury Leave

Any Unit member who is required to be on jury duty, or is to appear in any legal or administrative proceeding that is job related shall be given the necessary time off with full pay. For any other appearance involving legal matters, an employee may be granted time off with pay at the discretion of the Superintendent, or the employee may use personal leave days. An employee on jury duty will be paid full salary and shall reimburse the District in the amount of the jury pay minus expenses.

Section 8. Unpaid Leave

If a unit member requests a leave of absence without pay, the Board, at its discretion, may grant such a leave.

All unit members may request from the Superintendent, with the approval of the Business Manager, use of unpaid personal days to a maximum of five (5). Such days **would** become available after an employee has exhausted all personal and vacation leave under the collective bargaining agreement.

Section 9. Condolence

Up to five (5) days at any one time will be granted with pay in the event of death or hospitalization of a unit member's spouse, child, son-in-law, daughter-in-law, parent,

grandparent, father-in-law, mother-in-law, brother, sister, brother-in-law, sister-in-law, and any other member of the immediate household. Unit members may be granted up to one (1) day with pay in the event of death of a unit member's friend or relative outside the unit member immediate family as described above. In the event of the death of a Unit member or student in the Wayland-Cohocton Central School District, the principal or appropriate administrator shall grant to an appropriate number of unit members sufficient time off to attend the funeral. Condolence days are not credited to accumulative sick leave.

Section 10. Emergency Days

If a twelve-month employee is on vacation, personal, or sick leave during an emergency day; the District will not credit the employee an extra day. **Twelve-month unit members are not required to be present on emergency closing days. They shall receive their regular pay for the hours, which they are normally scheduled to work with no deduction from their leave time. If a unit member does work on an emergency closing day they shall receive an amount of compensatory time equal to the hours worked on that day.**

ARTICLE XII

INSURANCE

Section 1. Insurance Benefits

All unit members in pay status and scheduled to work 30 hours or more per week are eligible to select health insurance under Option 1, Option 2 or Option 3, below, and dental insurance (BC/BS Smile Saver IV) and vision insurance (BC/BS shield vision rider [Schedule II]). Those employed fewer than 30 hours per week or working on a substitute basis are not eligible for insurance coverage. Insurance coverage for ten-month employees will not be paid for by the District if the employees will not be returning to and actually working the month of September. If an employee must stop work permanently because of health reasons, with a doctor's excuse, insurance coverage will be continued for one (1) month at the District's expense beyond the last pay status.

Option 1: Blue Cross Blue Shield, Preferred Blue Million Plan (\$100/\$250 deductible); with \$5 Prescription Drug Care.

The District contribution toward health insurance premiums will be the same as the District contribution would be under Option 2. The employee contribution toward health insurance premiums will be the full additional cost of Option 1.

Employees choosing Option 1 may also choose the BC/BS Smile Saver IV rider and/or BC/BS shield vision rider. If more than 50% of the unit members covered by Preferred Blue Million as of May 3, 2006 switch to Option 2 or Option 3, then there will be no employee contribution toward the cost of these riders for the employees remaining on Preferred Blue Million. If 50% or fewer of the unit members covered by Preferred Blue Million as of May 3, 2006 switch to Option 2 or Option 3, then the

employee contribution toward the cost of these riders for the employees remaining on Preferred Blue Million will be 20%.

Option 2: Blue Point Select; with prescription co-payment of \$5, \$15 and \$30; includes vision benefit.

The employee contribution toward health insurance premiums will be:

2006 - 2007 – 0%
2007 - 2008 – 0%
2008 - 2009 – 3%
2009 – 2010 – 5%

Employees choosing Option 2 may also choose the BC/BS Smile Saver IV rider and/or BC/BS shield vision rider. The employee contribution toward the cost of these riders for employees choosing this Option is 20%.

Option 3: Preferred Care, with prescription co-payment of \$5, \$15 and \$30.

The employee contribution toward health insurance premiums will be:

2006 - 2007 – 0%
2007 - 2008 – 0%
2008 - 2009 – 3%
2009 – 2010 – 5%

Employees choosing Option 3 may also choose the BC/BS Smile Saver IV rider and/or BC/BS shield vision rider. The employee contribution toward the cost of these riders for employees choosing this Option is 20%.

Unit members using Blue Million as of May 3, 2006 are free to select Option 1, Option 2 or Option 3 during all open enrollment periods or following any qualifying event as defined by the insurance company or district. All other unit members, including newly hired unit members, are eligible for Options 2 or 3 only.

Section 2. Opt Out Payment

Eight hundred fifty dollars (**\$850**) will be paid annually in salary to otherwise eligible unit members who are ineligible to participate in the District's health insurance because they are covered by other insurance, provided the employee shows proof of such other insurance. This amount will be pro-rated for unit members who do not work a full twelve-month or ten-month year and for unit members who are covered by other insurance for only a portion of their regular work year. If an employee and his/her spouse are both employed by the District, only one shall be eligible for health insurance coverage and the other shall not be eligible for pay in lieu of health insurance.

Section 3. Alternative Insurance Plans

If the District decides that it would like to investigate alternative insurance plans, then a committee consisting of two members of the unit and two representatives of the Board shall be formed. This committee shall investigate alternative insurance plans and report back to the Association and the Board. If a change is to be made in the health insurance plan, it shall be done through negotiations between the Association and the District.

ARTICLE XIII

RETIREMENT

Section 1. Bonus

Any employee with 15 years of service in the Wayland-Cohocton Central School District shall receive a retirement bonus. This bonus will amount to 13% of the final year's salary for all unit members. This bonus will be paid in a lump sum upon retirement or the total amount will be held by the District to be used to pay health insurance premiums of the retiree after retirement.

Section 2. Sick Leave Reimbursement

Upon the retirement of an active unit member, or the death of an active unit member with 15 years of service in the District, the unit member (or his/her beneficiary or estate) will be reimbursed in a lump sum for each unused sick leave day, to a maximum of 235 days. A retiring unit member shall have the option of having the total amount held by the District to be used to pay health insurance premiums after retirement. This reimbursement shall be paid at the rate of \$24 per day.

ARTICLE XIV

UNIT BENEFITS

Section 1. Minimum Requirements

Benefits such as vacation days, paid holidays, sick leave days, personal days, and insurance coverage will be given only to unit members who are scheduled to work at least 30 hours per week. Vacation days, sick leave days, personal days, and insurance coverage shall be prorated on a monthly basis if a Unit member does not remain in pay status, with benefits given if the employee is scheduled to and does work ten or more of the regularly scheduled workdays in a given month. Paid holidays are given when a unit member is in pay status the last regularly scheduled workday before the holiday.

Section 2. Work Year

Ten-month employees will be paid for 190 days, to include 181 days actually worked and 9 paid holidays. Ten-month employees will be paid at the end of the school year their daily rate for any days scheduled to work in excess of 181 days.

Section 3. Work Day

All employees will be paid for hours actually worked regardless of whether or not school is in session. The standard workday is **six to eight** hours per day. The Superintendent will determine the length of the workday for all employees.

The workday for school nurses will be eight hours unless otherwise determined by the Superintendent.

All unit members shall have a daily duty-free lunch period of at least 30 minutes. Time during which classes are passing and unit members are required to be supervising shall not be included in this calculation.

Section 4. Paid Holidays

Ten-month employees will receive 9 paid holidays as referenced in Section 2 of this Article. Twelve-month employees will receive 13 paid holidays. Unit members shall be paid for these holidays only if they are on pay status. Paid holidays will be designated each year on the school calendar, and if the designated holidays are less than the numbers set forth above, the remaining days shall be considered 'floating holidays' and scheduled in the same manner as vacation days.

Section 5. Vacation

Vacation time is provided to twelve month unit members only.

Anniversary dates for all unit members shall be July 1st. Employees hired after July 1st are in their "First Partial Year of Employment" from their date of hire until the following July 1st.

Paragraph "A" shows the vacation allotment for the First Partial Year of Employment. Paragraph "B" shows the vacation allotment for each full year after the First Partial Year of Employment.

A. Vacation Allotment in the First Partial Year of Employment:

<u>Hire Date:</u>	<u>Vacation Allotment:</u>
July 1-Dec. 31	5 days
Jan. 1-Feb. 28 (29)	4 days
March 1- April 30	3 days
May 1-May 31	2 days
June 1- June 30	1 day

B. Vacation Allotment after the First Partial Year of Employment:

In 1st year	5 days
In 2nd and 3 rd year	10 days
In 4th and 5 th year	11 days
In 6 th and 7 th year	12 days

In 8 th and 9 th year	13 days
In 10 th – 14 th year	15 days
In and after 15 th year	20 days

B. Unit members will submit vacation requests to the administrative staff. Vacations will be scheduled and granted so as to not significantly disrupt normal operations. Vacation time should preferably be requested for periods when school is not in session. Unit members may carryover into the next year or request reimbursement for up to five (5) vacation days not used by July 31.

C. Years of Service for purposes of vacation benefits shall be determined by the number of continuous years a unit member has been employed in a twelve-month position (or positions) within the District. An employee who transfers to a twelve-month position from a ten-month District position who has five continuous years of immediately preceding work in a District ten-month position (or positions) with at least 30 hours of work per week shall be treated as having one year of service for determining his/her vacation benefits in the new twelve-month position.

D. Years of service for purposes of vacation benefits shall be determined by the number of continuous years a unit member has been employed in a twelve-month position (or positions) within the District. An employee who transfers to a twelve-month position from a ten-month District position who has five continuous years of immediately preceding work in a District ten-month position (or positions) with at least 30 hours of work per week shall **convert his or her years of ten-month experience to years of twelve month experience (for purposes of determining vacation allotment only) by multiplying the number of years of ten-month experience by 80%.**

Section 6. Mileage Reimbursement

When approved in advance, unit members shall be compensated per Board policy when they use their personal vehicles to travel to their assignments during their workday, approved conferences, field trips, workshops and seminars. Reimbursement shall not be provided for travel to and from an employee's home at the beginning or end of the workday.

Section 7. Attendance in the District

Unit members who work in the District shall be allowed to have their children attend either building (Wayland or Cohocton) regardless of the place of residence within the District, with the understanding that it is the unit member's responsibility to make transportation arrangements for their children.

Section 8. Teacher aides, teaching assistants and nurses substituting for a teacher will be paid the substitute teacher rate of pay if the substitute teacher rate is higher than their own, and they will be paid \$25.00 above their own daily rate if the substitute teacher rate is less than or equal to their own.

Section 9. Principals and unit members shall be required to report any case of assault on unit members in connection with their employment to the superintendent or his representative. The superintendent or his representative

shall acknowledge receipt of such report and shall report this information to the Board and the Association. In the event of such an assault, the unit member shall immediately notify the principal so that the proper forms may be executed by the school authorities and the attending physician.

If a unit member's property is damaged during an assault in connection with employment, the unit member will be compensated for the reasonable cost of replacing the damaged property.

Section 10. Nurses who cover the duties of an absent nurse shall receive an extra \$25.00 per day.

Section 11. During the period of time during which the District operates a, "Home Base Program," the benefits for participation in that program shall be as set forth in Exhibit A to this agreement.

ARTICLE XV

COMPENSATION

Section 1. Salary

Members of the Unit shall receive an hourly wage increases in the amount of 3.8% effective July 1, 2006, July 1, 2007, July 1, 2008 and July 1, 2009.

Rates will be as follows for new employees beginning the school year 2006-2007:

Monitors - \$7.35, Aides - \$7.50, Audiovisual Aides - \$8.40, Secretaries - \$8.80, Teacher Assistants - \$9.30, Nurses - \$16.00, Attendance Clerks - \$8.80, Computer Services Assistants - to be determined, Cook - \$9.25, Assistant Cook - \$7.75. Cashier - \$7.15, Baker - \$7.15, Server - \$7.15, Dishwashers - \$7.15 and Food Service Monitor - \$7.15. The District agrees to discuss starting salaries for bargaining unit members in the future school years with the Association President.

Entry level applicants outside the unit hired by the District shall not be given a salary or hourly wage which exceeds the starting salary or hourly wage as stipulated in the above entry level rates. Entry level employees, with experience, may be given no more than twenty percent (20%) above the starting hourly wage for that position. Current full time employees will carry their years of seniority with them when transferring to another position within the District for purposes of the Longevity Award.

Section 2. Longevity Award (One time only)

After 5 years of continuous service	\$ 250.00
After 10 years of continuous service	\$ 500.00
After 15 years of continuous service	\$ 750.00
After 20 years of continuous service	\$ 1000.00

The longevity award and opt-out reimbursement will be paid as a separate check on the first Friday in June of each year.

Section 3. Teaching Assistant Certification

In recognition of the certification of Teaching Assistants, a one-time only lump sum payment of \$100 will be made upon evidence of the permanent certificate.

Section 4. Stipends and Special Conditions

The Tax Collector will be paid a \$3000 stipend in addition to the salary schedule wages, which will be discussed annually at the Board of Education Meeting for an adjustment in wages if necessary.

Unit members with additional skills as Braille-Transcriber and/or Sign Language which is required to provide support services to an identified student in need of service will be paid an annual stipend of \$500.

The Attendance Clerk at the elementary and high school level will be twelve-month employees, with benefits according to contract with years of service. Commencing July 1, 2003 elementary and high school level attendance clerks will be assigned additional duties.

School nurses will be paid an annual stipend of \$500 for Therapeutic Intervention work if they have received training in TCI and the administration gives written notice that they will be utilized for that work in September. This annual stipend will be paid to other unit members with TCI Training upon written notice in September from the Special Education Chairperson.

A unit member who performs duties as the Master Scheduler shall receive an annual stipend in the amount of \$1,500 and shall be permitted to work up to 200 hours of overtime per year in the performance of those duties. The District remains entitled to assign master scheduling work to a unit member or to instead assign that work to a District administrator.

A unit member who performs duties as the Data Warehouse Manager shall receive an annual stipend in the amount of \$1,000 and shall be permitted to work up to 150 hours of overtime per year in the performance of those duties. The District remains entitled to assign data warehouse management work to a unit member or to instead assign that work to a District administrator.

A unit member who performs duties as the Middle School Library Aide shall receive an annual stipend in the amount of \$2,500.

Section 5. Overtime

An employee must have prior approval of his/her administrative supervisor to work beyond the workday established by the Superintendent. Employees shall be paid time and a half for time worked as defined by the Fair Labor Standards Act beyond eight hours in one day. In addition, overtime will be paid on Saturday provided the employee has worked over forty (40) hours in the work week, or shall be granted compensatory time off at the rate of one and one-half times the number of overtime hours worked. Compensatory time must be used before the end of the academic year in which it was earned, and will be granted when

requested so long as it does not unduly disrupt operations. Should it be impossible for an employee to take compensatory time earned, or should employment be terminated for any reason, the employee will be paid for all unused compensatory time by the end of the current academic year.

ARTICLE XVI

STATUTORY CLAUSE

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

EXECUTION

IN WITNESS WHEREOF the parties hereunto executed this Agreement by their duly authorized officers this 22 day of JUNE 2006.

FOR THE WAYLAND-COHOCTON CENTRAL SCHOOL DISTRICT

Michael J. Wetherbee
Michael J. Wetherbee, Superintendent of Schools

6/22/06
Date

Shawn Walk
Board of Education President

6/22/06
Date

FOR THE WAYLAND-COHOCTON EDUCATION SUPPORT PERSONNELL

Kathy Gerard
President, Chief Negotiator

6/22/06
Date

Karen L. Oas
Negotiating Committee Member

6/22/06
Date

Maupie Keefe
Negotiating Committee Member

6/22/06
Date

David T. Schramly
Negotiating Committee Member

6-22-2006
Date

M. June Applin
Negotiating Committee Member

6-22-2006
Date

Negotiating Committee Member

Date

EXHIBIT A

Supervisory Duties

Middle School Home Base Period

1. Unit members may be assigned a home base period (hbp), as defined below.
 - a. The hbp will meet before the start of regular classes and be included as part of the seven (7) hour and forty (40) minute in-school workday.
 - b. The hbp will be no longer than fifteen (15) minutes and start no earlier than 7:45 AM.
 - c. Each unit member may be assigned a maximum of fifteen (15) students during the hbp and is to foster mutually beneficial interaction between the students and the unit member as well as among the students themselves.
 - d. Guidelines will be provided to the unit member by the hbp committee as to possible, but not mandatory, ideas and activities that could be incorporated during the hbp. The individual unit member will have the right to choose any appropriate ideas and activities during the hbp, and is not restricted to the guidelines provided.
 - e. No written plans or record keeping, beyond taking and recording attendance, will be required of the unit member.
 - f. Some minor "house keeping chores," such as overseeing students while they clean out their lockers at the end of the year, reading a special announcement or going over school policies with the students, may occasionally occur during hbp.
2. Hbp will not add any new performance judgments or criteria to any observation, evaluation or the annual performance review than previously existed.
3. Students, who are not relating well with a unit member or the other students in a particular hbp group, may be moved to another group without blame or stigma placed on the unit member, the student(s) to be moved, or the other students in the hbp group.
4. Unit members will receive as compensation for their participation in the Home Base Program, their choice of one (1) of the following each semester. The choice must be made at the beginning of each semester:
 - a. Two (2) free thirteenth periods per month as dictated by the middle school calendar (not to include any day that is given as an early dismissal elsewhere in this contract) to leave school and be done with all related duties for the remainder of that day at the end of twelfth period. Or:
 - b. One (1) extra personal day per semester, that is to be added to your total number of personal days and to be treated in all respects as a regular personal day