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Title: **Manchester-Shortsville Central School District and Manchester-Shortsville Employees Unit, CSEA, Local 1000 AFSCME, AFL-CIO, Ontario County Local 835 (2007)**

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Agreement

by and
between the

RED JACKET CENTRAL SCHOOL DISTRICT
SUPERINTENDENT

and the

CIVIL SERVICE EMPLOYEES ASSOCIATION, INC.
Manchester-Shortsville Employees Unit
Ontario County Local 835
Local 1000 AFSCME, AFL-CIO



7/1/2007 – 6/30/2011

Received 12/11/08

Table of Contents

<u>Article</u>		<u>Page</u>
I	Recognition	3
II	Union Rights	3
III	Job Duties	4
IV	Probationary Period	5
V	Work Day/Work Week	5
VI	Payroll Time Sheets	6
VII	Seniority	6
VIII	Breaks	6
IX	Long Term Leave Of Absence Without Pay	6
X	Sick Bank	7
XI	Promotions	8
XII	NYS Employees Retirement Program	9
XIII	Physical Examinations	9
XIV	Resignations	9
XV	Evaluations	9
XVI	Wages & Merit Increases	9
XVII	Eligibility For Chaperoning	13
XVIII	Labor-Management Meeting	13
XIX	Temporary Adjustments In A Job Assignment	13
XX	Leave	14
XXI	Payroll Deposit, Payroll Deductions	15
XXII	Replacement Of Damaged Items	16
XXIII	Accidents & Worker's Compensation	16
XXIV	Snow Days	16
XXV	Health Care Program	17
XXVI	Twelve Month Employees Work Schedule & Benefits	21
XXVII	Ten Month Employees Work Schedule & Benefits	22
XXVIII	Eleven Month Employees Work Schedule & Benefits	22
XXIX	Cafeteria Personnel	23
XXX	Bus Drivers	23
XXXI	Grievance Procedures	24
XXXII	Uniforms	27
XXXIII	Discipline & Discharge	27
XXXIV	Management Rights, Duration, Signatures	27

ARTICLE I

Recognition

- A. On March 11, 1998, the Board of Education of the Manchester-Shortsville Central School District recognized the Civil Service Employees Association, Inc. Local 1000, AFSCME, AFL-CIO, ("CSEA") as the exclusive negotiating representative for employees of the Manchester-Shortsville Central School District contained in the following unit:

Included: Account clerk/typist, typist, senior typist, school monitor, teacher aide, food service helper, cleaner, cleaner part-time, groundskeeper, building maintenance mechanic, and school bus driver.

Excluded: Superintendent's secretary, business manager's secretary, and secretary to the director of instructional services and committee on special education, head bus driver-mechanic and cook manager.

- B. In June of 2008, the parties have agreed to the following changes in which titles are included and which titles and person are excluded:

Included: Account clerk/typist, typist, senior typist, office specialist, school monitor, teacher aide, food service helper, cleaner, cleaner part-time, groundskeeper, building maintenance mechanic, school bus driver and school bus driver-mechanic.

Excluded: Superintendent, Secretary to the Superintendent, Assistant Superintendent(s), Building Principals, Directors, teachers, BOCES employees, employees who are represented by a labor organization other than the CSEA, head bud driver-mechanic, cook manager, technology specialist and account clerk Patricia Paddock.

ARTICLE II

Union Rights

- A. The District agrees to deduct dues for the CSEA as long as the employer is provided with the employee authorization. The District agrees to pay the dues to the CSEA. The District agrees to mail the dues to CSEA in Albany at reasonable times throughout the year. The Association agrees to indemnify and hold harmless the District from any and all claims, disputes, or damages sustained as a result of making deductions provided for in this section.
- B. The District agrees that the local unit may have the nonexclusive use of bulletin boards on a space available basis. The District's bulletin boards are located in the bus garage, high school staff lounge and elementary staff lounge. The Principal's offices as well as in the staff rooms in the elementary, secondary and bus garage. The local unit President must obtain permission for the posting from the Building Principal. Political or inflammatory material shall not be posted.
- C. Four (4) unit employees may be designated as grievance representatives. A single representative may represent a grievant at all stages of the grievance procedure.

Grievance representation activities are to occur on non-working time for all involved unless approval is granted from the Superintendent or his designee.

- D. CSEA staff representatives shall be allowed reasonable access to unit employees during non-work times and will not interfere with the work in progress. An exception to this could occur if the CSEA staff representative obtains prior approval for a visit with a unit member from the Superintendent or his designee during work time.
- E. All new unit members shall be given a copy of this Agreement within two (2) weeks of the commencement of employment.
- F. The District will copy this Agreement and distribute it to all unit members after settlement.
- G. Upon the commencement of employment of a new unit member, the name and date of appointment shall be given to the Association.
- H. A list of names, job titles and wage rate of all unit members will be made available to the Unit President upon reasonable request.
- I. Posting
 - 1. The District will post, in all buildings, notices of all regular full-time and part-time vacancies (except substitutes). Such announcements of vacancies shall be posted at least five (5) calendar days prior to the day that they are filled, except under compelling circumstances in which the District would be prejudiced by observing the five (5) day posting period.
 - 2. When such vacancies are announced, as provided above, unit employees who wish to be considered for appointment to such vacancies, shall be allowed to file an appropriate written application notice with the District, provided that an application notice be filed within five (5) days following the announcement of the vacancy.
 - 3. Any unit employee who submits an application for a vacant position within the time set forth for posting, shall receive an interview for the position if the employee meets the minimum civil service qualifications for the vacant position.

ARTICLE III

Job Duties

Job and conditions shall be formulated and defined, in a written job description, by the Administrator or Supervisor of the department affected and subject to review and alterations by the Board of Education or their appointed representatives. All job descriptions will be subject to the approval of the Ontario County Department of Personnel and Civil Service.

ARTICLE IV
Probationary Period

The probationary period shall be fifty-two (52) weeks in length from the time of appointment to a probationary term.

ARTICLE V
Work Day/Work Week

A. Work Week

The work week shall be Thursday through the following Wednesday. The immediate supervisor (or lead person or designated leader) will assign each unit employee to his/her individual working hours during the day.

B. Overtime and Premium Pay

1. Each employee must have authorization in order to work in excess of forty (40) hours in a work week. Authorization is to be obtained by his/her immediate supervisor (or lead person or designated leader).

2. Rate of Pay

The rate of pay for authorized overtime work is one and one-half (1.5) times the straight time rate of pay.

3. Premium Pay

a. Saturday work: Custodial and maintenance employees will be paid a premium of \$0.50 per hour of work. This is to be effective after the contract is approved and is not retroactive.

b. Sunday work: Custodial and maintenance employees will be paid just as if the work was overtime at a rate of one and one-half (1.5) times the regular rate of pay. This provision is not retroactive and is to apply after the contract is approved.

C. Compensatory Time

1. At the end of each seven (7) consecutive day work period during which the employee worked in excess of forty (40) hours, an employee may elect to take compensatory time off or elect to take overtime pay. All such compensatory time off shall be at a rate of time and one half (1.5) for each hour of overtime work required by the District.

2. A unit employee may accumulate up to 36 "straight time" hours of compensatory time during the course of a fiscal year. This 36 hours translates into 24 hours of overtime work. If a unit employee has 36 "straight time" compensatory time

hours, the unit employee must initiate the use of this compensatory time or she/he elects to be paid for the time.

3. A unit employee shall be permitted to use accrued compensatory time within a reasonable period of time after it is requested, if to do so would not unduly disrupt the operations of the District. A unit employee must request permission to use his/her compensatory time at least one (1) workweek prior to the desired time-off.
4. All authorized compensatory time must be taken within three (3) months of its being earned or it will be paid out as overtime compensation. An additional three (3) month extension can be authorized by the school business official.

D. Paydays

Each unit employee is to be paid biweekly, on every other Thursday. Each paycheck will include earnings for all work performed through the end of the previous payroll period.

ARTICLE VI **Payroll Time Sheets**

Each non-exempt employee will be required to submit to the District Business Office a time sheet at the end of each work period signed by the employee and his/her immediate supervisor. (See Attachment "M.")

ARTICLE VII **Seniority**

Seniority shall be defined as the length of continuous full-time employment since the date of hiring within the Manchester-Shortsville Central School District in an employee's job. Seniority exits within Civil Service classifications, and not on a district-wide basis.

ARTICLE VIII **Breaks**

For employees working six (6) hours per day or more, a break of 10 minutes each in the morning and afternoon may be taken. The specific time of the break will be determined by the immediate supervisor.

ARTICLE IX **Long Term Leave Of Absence Without Pay**

- A. Any unit employee who has successfully completed the probationary period may request a leave of absence without pay for a period not exceeding one (1) year in length. The employee must make an application in writing to the Board of Education by filing the request with the Superintendent. The application is to be submitted at least thirty (30) calendar days prior to the expected beginning of the leave. The thirty-day (30) notice requirement may be waived by the Board of Education in accordance with extenuating circumstances. The grant or denial of this leave is subject to the decision of the Board

of Education and this decision is final and not subject to the grievance procedure. This leave, if granted, will run coincident (that means at the same time) with any other leave of absence provided in accordance with state and federal laws.

- B. A unit member's seniority, to the extent permitted by law and regulation, will be retained during this leave of absence; however, no seniority will be earned during such leave of absence.
- C. A unit member shall not engage in gainful employment during such leave of absence and this leave is neither for the purpose of recreation nor for the taking of a vacation.
- D. Prior to return to duty, the District may require an employee to undergo an examination by physician(s) to determine the condition of the employee as to his/her fitness for work.

ARTICLE X

Sick Bank

- A. As of November 30, 1987, a Sick Bank was established in the Manchester-Shortsville Central School District. All unit employees are eligible to join the "Sick Bank" after acquiring two (2) years of service with the District.
- B. The Sick Bank will be administered by the Superintendent, a representative of the Association, and the Board of Education under procedures to be developed by the above named individuals.
- C. Unit members requesting membership to the Bank will notify the Superintendent's office upon reaching their second anniversary. Each voluntary new member will fill out an application and donate two (2) whole sick days from their own accumulated sick time upon joining. (See Attachment "G.")
- D. Those who choose not to join the Sick Bank at the time of their second anniversary, can join in the future by contacting the Superintendent's Office during the annual "window" period of July 1 through September 30.
- E. No more days will be added by members, unless by new membership, until the Bank is depleted to 20 days. At that time, members will need to donate two (2) additional days if they wish to remain members of the Sick Bank.
- F. ONLY employees who enroll in the Sick Bank will be eligible to use the Sick Bank benefits. (See Attachment "H.")
- G. The MAXIMUM number of days held in the Sick Bank shall not exceed 100 days.
- H. The first five (5) days of disability or illness will not be covered by the Bank, but must be covered by that person's own accumulated sick leave or absence without pay.
- I. The Sick Bank may only be used for involuntary disabilities or illnesses.

- J. A person wishing to withdraw from the Bank must have already depleted their own accumulated sick leave. Any unit member making application for paid sick leave under the sick bank must first use and exhaust all paid time off including sick leave, personal leave and vacation leave (if any) prior to making application for sick bank days.
- K. Requests for benefits for Workers' Compensation and during an unpaid leave of absence are exempt from Sick Bank usage.
- L. A MAXIMUM of 60 days may be drawn by an individual member from the Bank each year during the life of the agreement.
- M. A MAXIMUM of 100 days may be drawn as a total of all individual members during any one school year.
- N. A unit member withdrawing from the bank (i.e. he/she left the district or simply withdrew from membership) will not be able to withdraw his/her contributed two days.
- O. A unit member who exhausts the maximum of sixty (60) individual sick leave days during the school year may apply to the Sick Bank Committee for an additional number of days. The Committee shall not grant said application in its sole discretion. Additional medical verification may be required by the Committee prior to the final determination on the employee's application.
- P. A unit member withdrawing sick leave days from the Bank will not have to replace any of these days, except as a regular contributing member of the Bank.
- Q. The Superintendent of Schools or his designee will submit a detailed report of the operation and use of the Sick Bank including, but not limited to, the names of each of the individuals using sick days, the number of days used by each individual, the type of involuntary disability or illness, and the manner of certification of disability or illness. The report shall be submitted to the Clerk and members of the Board of Education.
- R. Medical reports by the member's physician or the District's physician, as may be determined by the Superintendent, may be required as a condition to initial and/or continued use of the Sick Bank.

ARTICLE XI

Promotions

All promotions will be according to Civil Service regulations. It is the desire of the District to have qualified employees move to positions of greater responsibility and every effort will be made to encourage employees to seek positions of greater responsibility within the School District. Copies of Civil Service guidelines are available from the Business Office upon request.

ARTICLE XII
NYS Employees Retirement Program

The Manchester-Shortsville School District will continue the New York State Employee Retirement Plan in effect July 1, 1985, for all eligible employees.

ARTICLE XIII
Physical Examinations

All employees agree to submit to a physical examination as requested by School Board policies and regulations.

ARTICLE XIV
Resignations

- A. All resignations must be submitted in writing.
- B. Absence without leave. When a unit employee has been absent without leave for three (3) consecutive workdays, the parties agree that this absence constitutes the employee's resignation by absence from employment. A resignation by absence is subject to reconsideration by the District should the employee produce sufficient evidence that his absence without leave was occasioned by such total incapacitation as a coma, or in a situation where the employee cannot contact his employer. An employee's incarceration will not act to excuse the employee who is absent without leave. If there is a dispute with regard to the District's reconsideration of the resignation by absence, the aggrieved former employee may file a grievance.

ARTICLE XV
Evaluations

Twice annually (once each semester in January and May), each employee shall be evaluated by his/her immediate supervisor and given feedback for performance improvement. (See Attachment "K.")

ARTICLE XVI
Wages & Merit Increases

- A. 2007-08 School Year
Each returning unit member will receive an increase in the hourly rate of pay or salary, whichever applies, over that paid for the 2006-07 school year of \$0.69 per hour.

In addition, a unit member may receive an additional one and two tenths percent (1.2%) merit increase as a one-time "bonus" (exclusive of overtime) if s/he received a "satisfactory" evaluation and is in good standing as of June 30, 2008. The bonus will be in a lump sum.

Satisfactory evaluation is defined as no marks in the “not satisfactory” column and no more than two (2) marks in the “needs improvement” column. Those employees not receiving an overall “satisfactory” evaluation during the second semester will not receive a “merit” increase for that year.

B. 2008-09 School Year

Each returning unit member will receive an increase in the hourly rate of pay or salary, whichever applies, over that paid for the 2007-08 school year of 5.5%

In addition, a unit member may receive an additional one and three tenths percent (1.3%) merit increase as a one-time “bonus” (exclusive of overtime) if s/he received a “satisfactory” evaluation and is in good standing as of June 30, 2009. The bonus will be in a lump sum.

Satisfactory evaluation is defined as no marks in the “not satisfactory” column and no more than two (2) marks in the “needs improvement” column. Those employees not receiving an overall “satisfactory” evaluation during the second semester will not receive a “merit” increase for that year.

C. 2009-2010 School Year

Each returning unit member will receive an increase in the hourly rate of pay or salary, whichever applies, over that paid for the 2008-09 school year of \$0.69 per hour.

In addition, a unit member may receive an additional one and three tenths percent (1.3%) merit increase as a one-time “bonus” (exclusive of overtime) if s/he received a “satisfactory” evaluation and is in good standing as of June 30, 2010. The bonus will be in a lump sum.

Satisfactory evaluation is defined as no marks in the “not satisfactory” column and no more than two (2) marks in the “needs improvement” column. Those employees not receiving an overall “satisfactory” evaluation during the second semester will not receive a “merit” increase for that year.

D. 2010-11 School Year.

Each returning unit member will receive an increase in the hourly rate of pay or salary, whichever applies, over that paid for the 2009-10 school year of 5.5%

In addition, a unit member may receive an additional one and three tenths percent (1.3%) merit increase as a one-time “bonus” (exclusive of overtime) if s/he received a “satisfactory” evaluation and is in good standing as of June 30, 2011. The bonus will be in a lump sum.

Satisfactory evaluation is defined as no marks in the “not satisfactory” column and no more than two (2) marks in the “needs improvement” column. Those employees not receiving an overall “satisfactory” evaluation during the second semester will not receive a “merit” increase for that year.

E. Starting Rates of Pay

	YRS PRIOR				
CATEGORY	EXPERIENCE	2007-08	2008-09	2009-10	2010-11
Bus Drivers	0 – 3 years	\$12.61/hr	\$13.05/hr	\$13.51/hr	\$13.98/hr
	4 – 7 years	\$12.82/hr	\$13.27/hr	\$13.73/hr	\$14.21/hr
	8 – 10 years	\$13.06/hr	\$13.52/hr	\$13.99/hr	\$14.48/hr
	11+ years	\$13.28/hr	\$13.74/hr	\$14.22/hr	\$14.72/hr
Cleaners		\$ 8.66/hr	\$ 8.96/hr	\$ 9.27/hr	\$ 9.59/hr
Teacher Aides	0 – 7 years	\$ 7.65/hr	\$ 7.92/hr	\$ 8.20/hr	\$ 8.49/hr
	8 – 10 years	\$ 8.11/hr	\$ 8.39/hr	\$ 8.68/hr	\$ 8.98/hr
	11+ years	\$ 8.55/hr	\$ 8.85/hr	\$ 9.16/hr	\$ 9.48/hr
Food Service	0 – 7 years	\$ 7.65/hr	\$ 7.92/hr	\$ 8.20/hr	\$ 8.49/hr
	8 – 10 years	\$ 8.11/hr	\$ 8.39/hr	\$ 8.68/hr	\$ 8.98/hr
	11+ years	\$ 8.55/hr	\$ 8.85/hr	\$ 9.16/hr	\$ 9.48/hr
Building Maint.		\$ 9.80/hr	\$10.14/hr	\$10.49/hr	\$10.86/hr
Typist		\$10.93/hr	\$11.31/hr	\$11.71/hr	\$12.12/hr

F. If an applicant has superior qualifications and/or experience, the District may hire at a rate of pay in excess of the starting rates set forth above with the mutual agreement of the Superintendent and the Unit President.

G. Custodians/Account Clerk Typist

If the District establishes positions in these job titles, the District agrees to negotiate the rate of pay at that time.

H. If a unit member is appointed from July 1st through March 31st, s/he would obtain the negotiated wage increase on the following July 1st.

I. If a unit member is appointed on April 1st through June 30th, the unit member would not obtain the negotiated wage increase on the following July 1st, but would have to wait until the second July 1st to obtain a raise.

J. If and when the District raises the starting rate for a new unit employee who is not within Section F above, (superior qualifications and experience), the District will increase each unit member in the job title whose rate of pay is less than the new employee's rate of pay to the rate paid to the new employee.

K. If the Federal minimum wage is raised to a level above any starting rate of pay, the wages will be adjusted upward for only those employees whose rates of pay are below the Federal minimum wage rate.

L. Merit Review

If a unit member disagrees with their performance evaluation and fails to get a merit increase, s/he may submit a grievance as per Article XXXI up to Stage 2, the Superintendent level.

M. Longevity Payment

The District will pay a \$100 Longevity Award at the end of every five (5) years of service to each unit employee, payable at the last regularly scheduled fiscal payroll.

Effective with the 2010-11 school year, the District will pay a longevity award of \$150 after 5 years, and \$200 after 10 years, 15 years, 20 years, 25 years and 30 years, payable at the last regularly scheduled fiscal payroll.

N. Supervisor Merit Award

The District will pay a merit award to the Lead Designee Cleaner and Lead Designee Maintenance based on the Director of Operations evaluation of their supervisory skill as follows:

- 2007-08 School Year: \$0-\$500;
- 2008-09 and following School Years; \$0-\$600.

O. Lead Designees for Cleaners and Maintenance

The current wage structure (1996-1997) includes a \$1.00 per hour stipend for these assignments.

P. Effective 7/1/2001, certain incumbent unit employees are to be paid additional annual stipend of \$500 because of their unique skills. (Names to be a side letter: K. Madera, S. Bailey and P. Green).

Q. Assignment to Higher Title

1. Effective on July 1, 2008 and following, unit employees who are assigned to serve in a higher title will be paid at the hourly rate of pay for the higher position or an additional \$0.50 cents per hour, whichever rate is less, provided:
 - a. The unit member serves in the position at least eight (8) consecutive work days (excluding all periods of vacation), and
 - b. The assignment is made in writing by the Superintendent or designee (generally the payroll official in the Business Office), and
 - c. The employee will be obligated to perform whatever duties and responsibilities fall within the higher paid title when required to do so.
 - d. If conditions in a, b. and c. above are met, the employee will receive the higher pay for the 8th consecutive workday, retroactive to the first (1st day) continuing for the time of the assignment.

- e. This payment will not be made for any period of work to replace a unit member who is on vacation leave. For clarification, the word vacation as used here means vacation leave for the unit employee and not school recess periods for students.

ARTICLE XVII

Eligibility For Chaperoning

All unit members are eligible to participate as extra-curricular event chaperons. The rate of pay is listed in the current teacher agreement with the District.

To volunteer, a unit member should see the Athletic Director, the Building Principal, or the event advisor; however, the Building Principal has sole discretion in the final selection of chaperons in cooperation with event advisors.)

ARTICLE XVIII

Labor-Management Meeting

The Unit President and the School Business Official agree to meet on a quarterly basis or at other mutually agreeable times to improve communication between the administration and the unit members and to discuss matters of mutual concern or interest. The meetings will be scheduled in advance and the Unit President as well as the School Business Official will submit an agenda one (1) week in advance of any such meeting.

ARTICLE XIX

Temporary Adjustments In A Job Assignment

The District desires to accommodate its employees during temporary periods of illness or injury when an employee may benefit from a change in job assignment. The District will investigate each case on an individual basis, and make an effort to change an employee's job assignment within his/her Civil Service classification, if possible. At no time can a request beyond sixty (60) work days be considered and modification will only be made once for a particular disability. In that case, the employee must request an unpaid leave of absence or use his/her sick time, if appropriate.

All requests for job assignment changes must be accompanied by a signed statement from a medical doctor indicating that a temporary work assignment change would help improve the employee's condition. No guarantees are made by the District that a work assignment change can be accommodated. In return to normal duties, an employee is required to submit a medical doctor's statement declaring that the employee is fit for his/her regular duties.

Failure to submit such a statement to return to work will result in the employee being placed on an unpaid leave of absence.

The District reserves the right to require an examination by the School Physician in cases where temporary assignment changes are sought or permanent disability is an issue.

ARTICLE XX

Leave

(Note: Attachment "I")

A. Personal Leave & Snow/Emergency Day Leave

1. All unit employees will be entitled to two (2) personal leave days (12 month employees are entitled to three (3) personal leave days) with pay during each school year. If not used, they will be added to accumulated sick leave for the following year.
2. One (1) personal day may be used for snow/emergency day.
3. Personal leave with pay is not to be taken for recreation or vacation purposes.
4. Written requests for personal leave time are to be made at least two (2) days before the planned absences, except in emergency situations. Personal leave must be taken on a 1/2 day or full day basis.

B. Death In The Family Leave

Each employee shall be granted a leave of up to three (3) school days without loss of pay, or use of personal days, because of the death of his or her spouse, child, mother, father, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, aunt, uncle, grandparents, or significant other. Significant other is defined as a person who resides in the same household as the unit member. Each employee shall be granted one (1) paid day off for death of grandchild, niece or nephew. Additional paid bereavement days may be allowed, subject to the discretion of the Chief School Administrator.

C. Sick Leave

1. Twelve (12) Month Employees

Each twelve (12) month employee earns twelve (12) days per year that accumulate to a maximum of 200 days. A signed Request for Time Off must be completed upon return to work and submitted to the immediate supervisor, who may also request employees to provide a Doctor's certificate for the days used. New employees will receive one (1) day of sick time for each month worked during the first year of employment. Thereafter, they will receive twelve (12) days at the beginning of the new school year. Sick leave may be taken on a 1/2-day or full day basis.

The Board of Education will pay \$15.00 per day for each unused sick day at the time of retirement. This benefit shall not exceed 200 days or \$3,000.

2. Ten (10) Month Employees

All regular ten (10) month employees will earn ten (10) days per year to accumulate to a maximum of 180 days. The supervisor may request employees to

provide a Doctor's certification for days used. New employees receive one (1) day of sick leave for each month worked during the first year of employment. Thereafter, they receive ten (10) days at the beginning of the new school year. Sick leave may be taken only on a half or full day basis.

The Board of Education will pay \$15.00 per day for each unused sick day at the time of retirement. This benefit shall not exceed 180 days or \$1,800.

3. Eleven Month Employees

Each regular eleven (11) month employee will earn eleven (11) days per year to accumulate to a maximum of 180 days. The supervisor may request employees to provide a Doctor's certification for days used. New employees receive one (1) day of sick leave for each month worked during the first year of employment. Thereafter, they receive eleven (11) days at the beginning of the new school year. Sick leave may be taken only on a half (1/2) or full day basis.

The Board of Education will pay \$15.00 per day for each unused sick day at the time of retirement. This benefit shall not exceed 180 days or \$1,800.

D. Leave/Jury Duty

A Request for Time Off must be submitted to your Immediate Supervisor. An employee who is serving on jury duty will be granted the leave with pay and the employee shall reimburse the District the amount of jury duty compensation received not to exceed their normal pay rate. If jury duty is completed prior to the closing of their work day, the employee will contact his/her supervisor to determine whether he/she should return to the school building for assignment until the close of the normal work day. Evening shift employees should report to work as scheduled unless the employee served in jury duty for a period of more than four (4) hours on the day of scheduled work.

ARTICLE XXI

Payroll Deposit, Payroll Deductions

A. Bank Deposit

Direct deposits for paychecks will be made available to the following banks:

1. Bank of America (formerly Fleet Bank, NA)
2. Canandaigua National Bank, NA
3. Key Bank
4. Community Bank
5. Chase Bank

B. Credit Union

Each unit employee may request, in writing, payroll deductions in equal installments for payment to the Finger Lakes Federal Credit Union.

C. Tax Sheltered Annuity

Each unit employee may request, in writing, payroll deductions for payment to a TSA. Please contact the District Business Office for the list of available options.

ARTICLE XXII
Replacement of Damaged Items

The District will reimburse employees for the reasonable cost of any clothing, replacement or repair of dentures, eyeglasses, hearing aid, or similar body appurtenances not covered by Worker's Compensation, damaged or destroyed as a result of an accident while the employee was acting in the discharge of his/her duties within the scope of his/her employment. This is not meant to replace items rendered useless by normal wear, or destroyed due to employee carelessness (i.e. dropped eyeglasses.)

ARTICLE XXIII
Accidents & Worker's Compensation

ALL ACCIDENTS and/or PERSONAL INJURIES sustained during working hours MUST BE REPORTED WITHIN 24 HOURS or as soon as reasonably possible to the following three people:

- 1) your immediate supervisor
- 2) your building Nurse (to complete an accident report)
- 3) the District Office (to complete Worker's Compensation paperwork)

NOTE: Employees who fail to report such accidents may lose eligibility for benefits.

ARTICLE XXIV
Snow Days

A. Because many of the general services of the school need to be maintained even when teachers and students are not in school, the following classifications will report to work in the event that the school is closed due to weather conditions unless otherwise announced.

Typists
Groundskeeper
Cleaners
Account Clerks
Custodians

- B. This does not mean that employees are to jeopardize life or property to get to the school, but when and if it becomes possible to travel, they are to make an effort. If they are not to report to work, they will receive a phone call instructing them to stay home.
- C. If the school is closed for emergency reasons (snow, power outage, etc.) any employee who has started work shall be paid for services rendered at their regular hourly rate or receive compensatory time.
- D. In the event there exists any unused snow emergency closing days, each unit employee who would normally work on an emergency closing day shall be allowed to use vacation time, personal time, or leave without pay during this (these) day(s). This includes

personnel who work twelve (12) months or the teacher's schedule (Custodians, Clerical staff, Aides, Teacher's Assistants). This would also include Cafeteria Workers and Bus Drivers.

E. Snow/Emergency Closing Days

Effective July 1, 2004 with application to 10-month teacher aides, bus driver, and cafeteria workers the following is to apply:

- 1st closing day: 10-month unit employees may use a personal day if he/she has one to his/her credit, otherwise the day is a non-work day that is unpaid.
- 2nd closing day: 10-month unit employee may use snow/emergency day that is a day with pay not charged to any other leave.
- 3rd closing day: 10-month unit employee may use snow/emergency day that is a day with pay not charged to any other leave.
- 4th closing day: 10-month unit employee may use any accrued leave to his/her credit or may take the day as an unpaid day.

ARTICLE XXV
Health Care Program

2007-08 School Year: As to current employees as of March 6, 2008: the health care provisions are to be as set out for 2006-07 in the expired agreement.

- A. The District reserves the right to change health care insurance carriers or to initiate self-funding plan comparable in benefits to the current plan.
- B. Base Health Care Plan. For new hires after ratification of this agreement or July 1, 2008, whichever is earlier, the District will offer to eligible full-time unit members the following base plan:

NMCSDC Blue Point 2 Value Plan with \$20 co-pay for doctor visits, with prescription plan of \$5 generic/\$15 preferred brand name drugs and/\$30 non-preferred brand name drugs.

- C. Full-time is defined for health care purposes as a unit member who works 35 hours per week per workweek on a regular basis. The cost sharing of health care insurance is set out in Section F. below.

For employees appointed after March 6, 2008, an employee who works 25 hours or more per work week on a regular basis may join the District's health care program and if enrolled in the District's health care program will pay a proportional share of the cost of the health care program as set out below. Newly appointed employees (i.e., after March 6, 2008) who work less than 25 hours per workweek on a regular basis are not eligible to join the District's health care program.

D. Other Plans. The District will offer to eligible unit members the opportunity to enroll in one of the following health care plans:

1. Non-Monroe County Municipal School District Program (also called the “Traditional Plan”) with a prescription drug plan having a \$5 co-pay; or
2. Blue Point 2, Extended (High Option) having a \$5-copay for doctor visits with a \$5 generic/\$15 preferred brand name and /\$30 non-preferred brand name prescription plan.
3. Blue Point 2, Blue Point 2 Select (Low Option) having a \$15-copay for doctor visits and a prescription plan of \$5 generic/\$15 preferred brand name drugs and/\$30 for non-preferred brand name drugs.

E. Breakdown of District and Employee Cost Sharing.

1. For unit members who were appointed prior to July 1, 1998, and who work 35 or more hours per workweek on a regular basis, the District agrees for the 2007-08 school year to contribute ninety-five percent (95%) [for the 2008-09 school year the District contributes 94%, for the 2009-10 school year the District contributes 93%, and for the 2010-11 school year the District contributes 92.5%] of the cost of the health care premium for the Blue Point 2 high option, \$5 co-pay, with drug plan of \$5/\$15/\$30 offered by the District and the unit member is to pay the remainder of the cost by payroll deductions.
2. For unit members appointed on or after March 3, 1999 and who work 35 or more hours per workweek on a regular basis, the District agrees to contribute an amount of money equal to ninety percent (90%) of the Blue Point 2 high option, \$5 co-pay, with drug plan of \$5/\$15/\$30 for the unit employee’s situation (i.e. individual, 2-person or family) and the eligible unit employee will pay the remainder by deductions from her/his payroll checks or from the employee’s flexible spending account.
3. For unit members appointed or reappointed after September 8, 2004, and who work 35 or more hours per workweek on a regular basis, the District agrees to contribute an amount of money equal to eighty-five percent (85%) of the Blue Point 2 high option, \$5 co-pay, with drug plan of \$5/\$15/\$30 for the unit employee’s situation (i.e. individual, 2-person, family, family no spouse) and the eligible unit employee will pay the remainder by deductions from her/his payroll checks or from the employee’s flexible spending account.
4. For unit members appointed or reappointed after ratification of this agreement or July 1, 2008, whichever is earlier, and who work 35 or more hours per workweek on a regular basis, the District agrees to contribute an amount of money equal to eighty-five percent (85%) of the Blue Point 2 Value Plan, \$20 co-pay, with drug plan of \$5/\$15/\$30 health care plan offered by the District for a single plan and eighty percent (80%) of the least expensive health care plan offered by the District for a two-person, family or family no spouse health

care plan, and the eligible unit employee will pay the remainder by deductions from his/her payroll checks or from the employee's flexible spending account.

5. For any employee currently (2006-07) paying 5% of the cost of the premium, effective July 1, 2008, the employee must pay 6% of the cost of the health care premium. Further, effective July 1, 2009, the employee in this example must pay 7% of the cost of the health care premium, and effective July 1, 2010, the employee in this example must pay 7.5% of the cost of the health care premium.

In addition, for any unit employee who currently (2006-07) pays 10% of the cost of a family, family no spouse or two-person plan must, effective July 1, 2008, pay 11% of the health care cost; effective July 1, 2009, pay 12% of the cost of the plan; effective July 1, 2010 must pay 13% of the cost of the health care plan.

F. Pro-Rata Contribution For Part-Time Employees.

Unit employees who work at least 25 hours per week but less than 35 hours per workweek on a regular basis may join the health care plan and the District's portion of the cost of the plan will be computed using a pro-rata formula with reference to whether each was appointed prior to July 1, 1998 or, on or after March 3, 1999, or on or after August 4, 2004. The formula used will be to divide the number of hours worked by 35 and then to multiply this amount by that percentage paid for by the District with reference to the date of appointment. Effective ratification of this agreement or July 1, 2008, whichever is earlier, an employee must work at least 25 hours per week on a regular basis to join the District's health care program. Note, the examples below will change if the percentages of employee contributions change.

The District agrees that any current unit employee (as of May 5, 2008) who works twenty (20) hours or more who is now in a plan may remain in a plan while still an employee.

- For example, a unit employee who was appointed prior to July 1, 1998 and who works 25 hours a week would receive a District contribution of 67% of the cost of the least expensive health care plan offered by the District $(25/35 = .714 \times .95 (.95) = .67 (67\%))$ and the employee would be responsible for the remaining 33% of the cost.
- Another example would be a unit employee appointed after March 3, 1999 and who works 25 hours a week would receive a District contribution of 64% of the cost of the least expensive health care plan offered by the District $(25/35 = .714 \times .90 (90\%) = .64 (64\%))$ and the employee would be responsible for the remaining 36% of the cost.
- Another example would be a unit employee appointed after September 8, 2004 and who works 25 hours a week. The employee would receive a District contribution of 60.7% of the cost of the least expensive health care plan offered by the District

$(25/35 = .714 \times .85 (85\%) = 60.7 (60.7\%)$ and the employee would be responsible for the remaining 39.3% of the cost.

G. Traditional Plan: Those in Traditional Plan as of August 12, 2004:

For those unit members currently (no more than 11 of them) in the Non-Monroe Municipal School District Program (also known as the Traditional Plan) as of August 12, 2004: these unit employees may remain in this Plan for the life of this Agreement and the District will contribute to the cost of the health care program in the same contribution rate as set out in the 2001-2004 Agreement, Article XXV, Section C on page 17, except that as of July 1, 2008, the employee's rate of contribution for a single plan will go to 6% and, effective July 1, 2009, the employee's rate of contribution for a single plan will go to 7%; and effective July 1, 2010, the employee's rate of contribution for a single plan will go to 7.5%.

Further, effective July 1, 2008, the employee's rate of contribution for a family, two-person or family no spouse plan will go to 11%; on July 1, 2009 the employee's rate for a family, two-person or family no spouse plan will go to 12%; on July 1, 2010 the employee's rate for a family, two-person or family no spouse plan will go to 13%.

Should any of these current employees change to another plan offered by the District, then the terms of this new Agreement regarding the health care program will control as to them.

A unit employee who leaves the traditional plan may not return to this plan.

H. Health Insurance Opt-Out Incentive

A unit employee may opt out of the District's health care plan by a written notice to the school business official no later than July 1 of each school year. Upon receipt of the written notice, the District will pay an incentive fee for those employees who work 35 or more hours per workweek on a regular basis. For those employees who work less than 35 hours per workweek on a regular basis, the incentive is prorated.

The opt -out incentive will be set at \$1,000.

I. Flexible Spending Account

The purpose of this account is that pre-tax monies are set aside to cover medical and dependent care not covered by typical health insurance.

The District agrees to start up and administer a flexible spending account for each unit member who desires to participate in such a program.

These flexible-spending accounts must be in full accordance with the Internal Revenue Code and Revenue Regulations.

The District agrees to pay the set up and administration costs associated with these flexible-spending accounts for the duration of the contract.

These flexible-spending accounts shall be set up and administered on a calendar year basis.

Each unit employee who desires to participate in this flexible spending account must authorize the deduction of monies from the unit employee's payroll check in the form of payroll deductions. The District is not obligated to make any contributions to these flexible-spending accounts.

Each employee who authorizes the payroll deductions is limited to a \$2,500 maximum amount of money to be deducted per calendar year.

ARTICLE XXVI
Twelve Month Employees Work Schedule & Benefits

- A. Holidays - Each twelve month employee shall receive the following holidays off with pay (see Attachment "F.")

Independence Day	Day before Christmas
Labor Day	Christmas Day
Columbus Day	New Year's Day
Veterans Day	Martin Luther King Day
Thanksgiving Day	President's Day
Day after Thanksgiving	Good Friday
Memorial Day	

- B. Vacations

Twelve (12) month employees will be given paid vacation time according to the following schedule:

Pro-rated: An employee with less time than one (1) year of service will receive vacation time equal to a pro-rated amount calculated by dividing the number of potential months of service to the next whole day. (For vacation calculation purposes only, a month of service is earned if the employee commences employment prior to the 15 day of the month.

Issuance of vacation time will be based on the pro-rated format, unless prior approval is granted from the Superintendent.

Effective July 1, 2004 the number of vacation days is to be as follows:

1 - 5 years of service	2 weeks
6 - 14 years	3 weeks
15 and above years	4 weeks

Requests to take vacation time must be made by June 30th of each year to the immediate supervisor. (See Attachment "I.")

Unused vacation days may be carried beyond June 30th, but must be used before August 15th of the following year. Any carryover must be approved by the employee's immediate supervisor and is subject to the availability to appropriate staff coverage.

Shutdown - The School District reserves the right to initiate a District shutdown of schools and to require employees to take vacation time. An employee will be notified by May 30th of the current year, if a shutdown period during the summer months will be initiated .

ARTICLE XXVII
Ten Month Employees Work Schedule & Benefits

A. Bus Drivers and Cafeteria Workers work a student's calendar year. All others work a teacher's calendar year.

B. Holidays - Each 10-month employee receive the following holidays off with pay.

Columbus Day	New Year's Day
Veterans Day	Martin Luther King Day
Thanksgiving Day	Good Friday
Christmas Day	Memorial Day

C. Unpaid Personal Leave

Employees are encouraged to plan their vacation schedules to correspond to the period of time during which school is not in session. When requesting unpaid personal leave time, be sure to stipulate that in your written request. Each employee will be able to request up to three (3) days of unpaid leave per year to be used for purposes which are not appropriate use of paid personal leave. Each request must be made in writing at least three (3) days in advance. Approval of the leave will be contingent upon securing a competent substitute or assurance that the work will continue without disruption. The employee will be responsible for any cost of fringe benefits incurred by the District during the unpaid absence. This leave does not accumulate from year to year if unused and is provided to minimize prolonged unpaid leave for vacation purposes.

ARTICLE XXVIII
Eleven Month Employees Work Schedule & Benefits

A. Work Year

11-month employees work the 12-month employee calendar year. 11-month employees will be required to take 20 days of unpaid leave. This leave must have prior approval from the Building Administrator.

B. Holidays: Each 11-month employee receives the following holidays off with pay.

Independence Day	Christmas Day
Labor Day	New Year's Day
Columbus Day	Martin Luther King Day

Veterans Day
Thanksgiving Day

Good Friday
Memorial Day

C. Unpaid Personal Leave

Employees are encouraged to plan their vacation schedules to correspond to the period of time during which school is not in session. When requesting unpaid personal leave time, be sure to stipulate that in your written request. Each employee will be able to request up to three (3) days of unpaid leave per year to be used for purposes which are not appropriate use of paid personal leave. Each request must be made in writing at least three (3) days in advance. Approval of the leave will be contingent upon securing a competent substitute or assurance that the work will continue without disruption. The employee will be responsible for any cost of fringe benefits incurred by the district during the unpaid absence. This leave does not accumulate from year to year if unused and is provided to minimize prolonged unpaid leave for vacation purposes.

ARTICLE XXIX
Cafeteria Personnel

- A. The District will pay for the cost of one (1) dinner for each food service helper, and cook for attendance at the Annual Dinner Meeting of the Finger Lakes Food Service Association (members only).
- B. Cafeteria workers shall be hired to clean kitchens on an "every other month" basis. The hours are to be determined by the Cafeteria Manager. Menu preparations shall include input from the staff.

ARTICLE XXX
Bus Drivers

- A. The District will pay each Bus Driver for their time to be fingerprinted to meet the requirements of New York State Law. The maximum payment, per occurrence, shall be two (2) hours at the minimum wage as prescribed by New York State Law.
- B. The District will reimburse 1/2 of the CDL license fee for each active Bus Driver. Receipt for payment must be presented to the Business Office for reimbursement.
- C. Substitute drivers will be placed at Experience Base 4 of the new hire schedule after three (3) years of successful substitute work or upon the recommendation of the Transportation Supervisor when a permanent full-time position becomes available.
- D. Any trip made during non-school hours, which is under one (1) hour in length, shall be paid at the value of one and one-half hours (1.5 hours).
- E. THERE WILL BE NO SMOKING ON SCHOOL GROUNDS OR ON SCHOOL BUSES AT ANY TIME.
- F. If an extra trip is cancelled less than one (1) hour before it is scheduled, the scheduled driver will receive one (1) hour's pay.

- G. Drivers shall receive full remuneration for days in which the District changes the calendar and has control over such change.
- H. Payment for required safety meetings shall be a regular hourly wage.
- I. The District will require all drivers to comply with the Omnibus Transportation Employee Testing Act of 1991 and the Manchester-Shortsville Central School District Board of Education Policy.

If a driver is removed from duty for suspected drug or alcohol violation, the driver will be suspended without pay until the results have been confirmed. If the driver is confirmed in violation of the law, the driver will be terminated without recourse effective on the confirmation date. If the driver's test proves negative, the driver will be reimbursed for lost driving wages for the days suspended.

ARTICLE XXXI

Grievance Procedure

A. PREAMBLE:

- 1. It is recognized that grievances may arise from misinterpretation or inequitable application of the language in this Agreement.
- 2. The following grievance procedure will be in force for any dispute arising over a claim based upon misinterpretation or inequitable application of a specific and express term and condition of this Agreement.

B. DEFINITIONS:

- 1. EMPLOYEE - shall mean any employee whose position is in the defined negotiating unit.
- 2. ADMINISTRATOR - shall mean any person responsible for or exercising any degree of supervision or authority over an employee.
- 3. ASSOCIATION REPRESENTATIVE- shall mean a representative designated by the Association to represent the employee and the Association.
- 4. REPRESENTATIVE - shall mean the person designated by the aggrieved employee as his/her counsel or to act in his/her behalf.
- 5. GRIEVANCE - shall mean a complaint by an employee in the unit that there has been a violation of any of the specific and express provisions of the Agreement.

C. BASIC PRINCIPLES:

1. The settlement of the grievance at the earliest stage is encouraged.
2. A unit employee shall have the right to present grievances in accordance with these procedures, free from coercion, interference, restraint, discrimination, or reprisal.
3. A unit employee shall have the right to be represented at any stage of the procedures by a representative of the union or by a person of his/her own choice at his/her own cost.
4. The Association has the right to be present at every stage of the grievance procedure above Step 1. Any settlement of any grievance will be made by agreement including the Association as a party.
5. Each party to a grievance shall have access at reasonable times to all written statements and records pertaining to such case.
6. All hearings shall be confidential.
7. It shall be the responsibility of the Superintendent to take steps as may be necessary to give force and effect to these procedures. Each administrator shall have the responsibility to consider promptly each grievance presented to him/her within the time specified in these procedures and make a determination within the authority delegated to him/her.
8. All time limits set forth in this procedure shall be strictly adhered to unless the parties agree to an extension of such time limits in writing. In the event there is a violation of any of the time limits by the employee, the grievance shall be declared null and void. In the event there is a violation of any of the time limits by a District representative or the administration, the grievance may be advanced to the next applicable step of the grievance procedure.
9. Once a grievance pertaining to this Agreement has been submitted at Stage 2 of the grievance procedure in accordance with this Article, all other courses of action or remedies shall be barred. Election of an alternative course of action or remedy prior to the submission of a grievance by an employee or his/her representative shall be considered to be a waiver of the right of an employee to thereafter seek recourse by means of the grievance procedure.

D. PROCEDURES:

1. STAGE 1 - The aggrieved employee shall present his/her grievance in writing on the designated form to his/her immediate supervisor within thirty (30) work days of the action leading to the grievance. The supervisor shall discuss the grievance with the aggrieved employee. The supervisor shall render his/her determination in writing to the aggrieved employee within five (5) workdays after the grievance has

been presented to him/her. If such grievance is not satisfactorily resolved at this stage, the aggrieved employee may proceed to STAGE 2.

2. STAGE 2 - In the event the grievance is not satisfactorily resolved under STAGE 1, the employee, with the approval of the Association, may request, in writing within ten (10) work days from the date of the answer in STAGE 1, a hearing of his/her grievance before the Superintendent or designee. The Superintendent or designee shall, within ten (10) workdays after receipt of the request for the hearing, schedule a hearing at which time the employee and the Association may appear and present oral and written statement of argument. Thereafter, the Superintendent or designee shall answer the grievance in writing to the employee and the Association within ten (10) workdays from the date of the hearing.

4. STAGE 3 - Advisory Arbitration
 - a. In the event that a grievance is unresolved after being processed through all of the steps of the grievance procedure contained within Stage 1 and Stage 2, then not later than ten (10) calendar days after the Stage 2 procedures are complete, the Association (i.e., CSEA), with the consent of the employee and pending approval of the CSEA legal assistance program, may submit the grievance to advisory arbitration by requesting the services of American Arbitration Association for its help in the selection of an advisory arbitrator. After the selection of an arbitrator, a hearing will be scheduled at a mutually agreeable date and time.
 - b. The advisory arbitrator shall set forth his findings and conclusions in an advisory award on the issue(s) submitted to him. The arbitrator has no power to add to, subtract from or modify any of the provisions of this agreement.
 - c. No advisory arbitrator shall decide more than one grievance on the same hearing or series of hearings except by mutual agreement between the parties.
 - d. The recommendation of the arbitrator shall be advisory upon the parties.
 - e. The District and the CSEA shall share the fees and expenses of the advisory arbitrator, equally. All other expenses shall be borne by the party incurring them. Neither party shall be responsible for the other party's share neither of the divided costs nor of the expenses of neither witnesses nor participants called by the other.

5. STAGE 4 – Board of Education Review

In the event the grievance is not satisfactorily resolved under STAGE 3, the Association and employee or the Superintendent may make a request for review before the Board of Education in writing within ten (10) work days from the date of the receipt of the advisory arbitrator's decision in STAGE 3. The Board of Education, shall, within ten (10) workdays after receipt of the request for the hearing, schedule a hearing at which time both sides may appear and present oral

and written statements of argument. Thereafter, the Board of Education shall make a decision in writing within ten (10) workdays from the date of the hearing. The Board of Education's decision shall be final and binding upon both parties.

ARTICLE XXXII

Uniforms

- A. When the District provides uniforms for unit members, it is expected that the unit member is to wear the provided uniforms.
- B. Cafeteria uniform reimbursement allowance is \$160 per year for the 2007-08 school year and \$175 per year for 2008-09 and following years. Receipts are to be produced by March 1st of each school year in order for the unit member to be reimbursed.

ARTICLE XXXIII

Discipline and Discharge

- A. A probationary unit employee is not entitled to a hearing under the grievance procedure nor under Sections 75 and 76 of the Civil Service Law, but is to be provided a pre-termination minimal due process meeting with the Superintendent.
- B. A unit member who has successfully completed the probationary period and who is covered under this Agreement, and who is protected under the appropriate provisions of Sections 75 and 76 of the New York Civil Service Law for discipline or discharge matters shall be granted those rights and protections provided under said law for the purpose of seeking redress against a discipline or discharge action by the District.
- C. Any unit employee who is not covered by Section 75 of the Civil Service Law and who has successfully completed more than one (1) year and who engages in misconduct and/or incompetence may be disciplined or discharged. Any such employee shall be allowed to seek redress when disciplined or discharged for misconduct and/or incompetence by the District in accordance with the grievance procedure, including advisory arbitration.

ARTICLE XXXIV

Management Rights, Duration, Signatures

- A. Management Rights
It is the intention of the parties that all of the rights, powers, and authority that the District had prior to the signing of this agreement are retained by the District and that with the exception of specific provisions of this agreement, that the District shall have the sole and exclusive right to manage its business and services; and to direct the working force including, but not limited to, the right to decide the number and location of the site of its operations, the business and service operations to be conducted and rendered, and the methods, processes and means used in operating its business and

services, and the control of the buildings, real estate, materials, parts, tools, and machinery and all equipment which may be used in the operation of its business or in supplying its services; to determine the number of and the duties of employees; to reduce the number of employees; to maintain order and efficiency in all its departments and operations, including the sole right to discipline, suspend with or without pay and to discharge employees [in full accordance with Civil Service Law Section 75 or as otherwise set out in accordance with Article XXXIII]; to hire, layoff, assign, transfer, promote and determine the qualifications of employees; and to make rules and regulations pertaining to employees covered by this agreement; to determine the starting and quitting time and the number of hours to be worked, subject only to such provisions of this Agreement that control these issues.

B. Complete Agreement

This Agreement shall constitute the full and complete commitments of the District to the Union except as set forth in subsections 1., 2., and 3, below. The parties agree that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to terms and conditions of employment and other subject or matter not removed by law from collective negotiations, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the District and the Union, for the life of this agreement, each voluntarily waives the right, and each agrees that the other shall not be obligated to negotiate collectively with respect to any decision of the District as to a term and condition of employment or any other subject or matter not specifically referred to or covered in this agreement, except

1. If the District changes a term and condition of employment as it pertains to a subject that has become or is adjudicated to be mandatory subjects of negotiation (i.e. the subject has newly become a mandatory subject) after the date that the parties have reached agreement. In such a case the District agrees to negotiate upon the reasonable request of the Union;
2. As to a matter that concerns the impact of any mandatorily negotiable item on which the District has acted in mid-term of this Agreement which subject or item is not set forth in the Agreement. In such a case the District agrees to negotiate impact upon the reasonable request of the Union;
3. As to a matter that the parties mutually agree to negotiate.

The issue of subcontracting is not covered by the above “zipper clause” in this agreement. The parties agree to abide by their legal responsibilities on the issue of subcontracting.

C. Savings Clause

If any provision(s) of this Agreement shall be found contrary to law, such provision(s), or application(s) shall be deemed invalid, but that all other provisions of this Agreement shall continue in full force and effect.

- D. Section 204-a. of the Taylor Law requires the following statement appear in this Agreement:

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

E. Duration

This agreement is effective on July 1, 2007 as to salary and wages only, and the Agreement is to continue through June 30, 2011.

G. Execution By Signature

The parties execute this agreement by their signature on this ___ day of ____, 2008.

For the District

For The Union

Robert Leiby
Superintendent of Schools

Cindy Coffey
Unit President
Manchester-Shortsville
Local 835, CSEA, Inc.

Kelly Comfort
Labor Relations Specialist
CSEA, Inc.

At its meeting of _____, 2008, the Manchester-Shortsville Board of Education approved the necessary funds for the Agreement and authorized it's President to sign this Agreement in acknowledgement of its action

Kristin Gray
President, Manchester-Shortsville ("Red Jacket") Central School Board of Education

ATTACHMENT "G"

SUPPORT STAFF EMPLOYEE
SICK BANK
MEMBERSHIP APPLICATION

(to be used to canvass eligible employees for membership)

NAME:
POSITION:
DATE OF APPLICATION:
DATE RECEIVED BY DISTRICT OFFICE:
HOURS WORKED PER DAY:

<p>I wish to become a member of the SUPPORT STAFF Sick Bank of the Manchester-Shortsville Central School District, as authorized by the Board of Education.</p> <p>I am voluntarily contributing two (2) days of my accumulated sick leave to the Sick Bank.</p> <p>Signature of Employee: _____</p>
--

<p>I do not choose to become a member of the SUPPORT STAFF Sick Bank, however, I reserve the right to become a member at a future date.</p> <p>Signature of Employee: _____</p>

PLEASE RETURN THIS FORM TO THE SUPERINTENDENT'S OFFICE BY SEPTEMBER 30 (OR WITHIN 30 DAYS FOLLOWING THEIR 2-YEAR ANNIVERSARY DATE.)

ACCEPTANCE OF MEMBERSHIP BY DISTRICT OFFICE:
Signature: _____
Date: _____

DISTRIBUTION: APPLICANT AND BUSINESS OFFICE

ATTACHMENT "H"

SUPPORT STAFF EMPLOYEE
SICK BANK
REQUEST FORM

All information must be completed by the individual requesting use of sick days before consideration will be given.

Name:	Date of Request:
Position:	Date Received by District Office:
Date of Hire:	
Nature of Disability/Illness:	
Date of Initial Disability:	Duration of Disability:
Are your sick days exhausted? Circle one: yes or no	How many days are you requesting? (Max 60)
Approved: _____ Denied: _____ _____	REASON FOR DENIAL:
Signature of Superintendent of Schools	
Sick leave takes effect on _____ and will cover Period of _____ to _____.	
TOTAL NUMBER OF DAYS GRANTED YEAR-TO-DATE FROM THE SICK BANK _____	
NOTE: PLEASE ATTACH DOCTOR'S OR MEDICAL CERTIFICATION AS REQUIRED BY THE SUPERINTENDENT	

ATTACHMENT "I"

SUPPORT STAFF EMPLOYEE
REQUEST FOR TIME OFF

Date of Request: _____	
Name: _____	Position: _____

I have been absent from my position due to an unplanned illness from _____ to _____, which is a total of _____ days.
1st day of absence date returned to work

I would like to request "time off". This time will be charged to the following:

<input type="checkbox"/> Vacation Time	<input type="checkbox"/> Military/Jury Duty
<input type="checkbox"/> Compensation Time	<input type="checkbox"/> Long-Term Leave (without pay)
<input type="checkbox"/> Bereavement Time - Death in Family	<input type="checkbox"/> Personal Leave (without pay)
<input type="checkbox"/> Personal Time	<input type="checkbox"/> Other (explain)

Date of leave OR date leave is to begin: _____
Date OR anticipated date of return to work: _____

It is understood that all requests are subject to final approval by the employee's Immediate Supervisor, Building Principal, and District Office, and that such requests are to be made at least two (2) days prior to the planned absence(s), except in emergency situations. All requests are to be submitted directly to the employee's Immediate Supervisor.

SIGNATURE OF EMPLOYEE: _____

EMPLOYEE NOTIFICATION OF APPROVAL/DISAPPROVAL

This is to inform you, _____, that your request for _____
time/leave of _____ day(s) was/was not approved on _____.

Reason for disapproval: _____

Immediate Supervisor: _____
Building Principal: _____
Superintendent: _____

ATTACHMENT "M"
PAYROLL TIME SHEET

NAME:	PR#:
	Date:

Code: S = Sick V = Vacation B = Bereavement
 P = Personal C = Comp Time H = Holiday

FOR PERIOD COVERING								
DAY OF WEEK	TIME IN	LUNCH OUT	LUNCH IN	TIME OUT	TIME WORKED	TIME OFF CODE	TIME OFF	TOTAL
THURSDAY								
FRIDAY								
SATURDAY								
SUNDAY								
MONDAY								
TUESDAY								
WEDNESDAY								

FOR PERIOD COVERING								
DAY OF WEEK	TIME IN	LUNCH OUT	LUNCH IN	TIME OUT	TIME WORKED	TIME OFF CODE	TIME OFF	TOTAL
THURSDAY								
FRIDAY								
SATURDAY								
SUNDAY								
MONDAY								
TUESDAY								
WEDNESDAY								

Employee Signature

Immediate Supervisor Signature

RETURN TO BUSINESS OFFICE BY: _____