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Contract Database Metadata Elements

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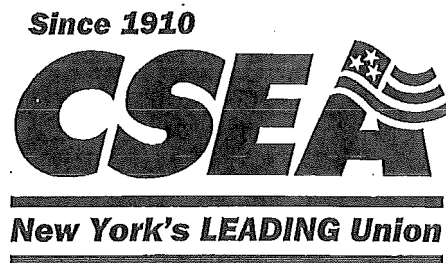
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AGREEMENT

by and between the
SUPERINTENDENT OF SCHOOLS

of the
RIPLEY CENTRAL SCHOOL
DISTRICT

and
CSEA Local 1000 AFSCME,
AFL-CIO



Ripley CSD Unit
Chautauqua County Local 807

June 1, 2009 - June 30, 2012

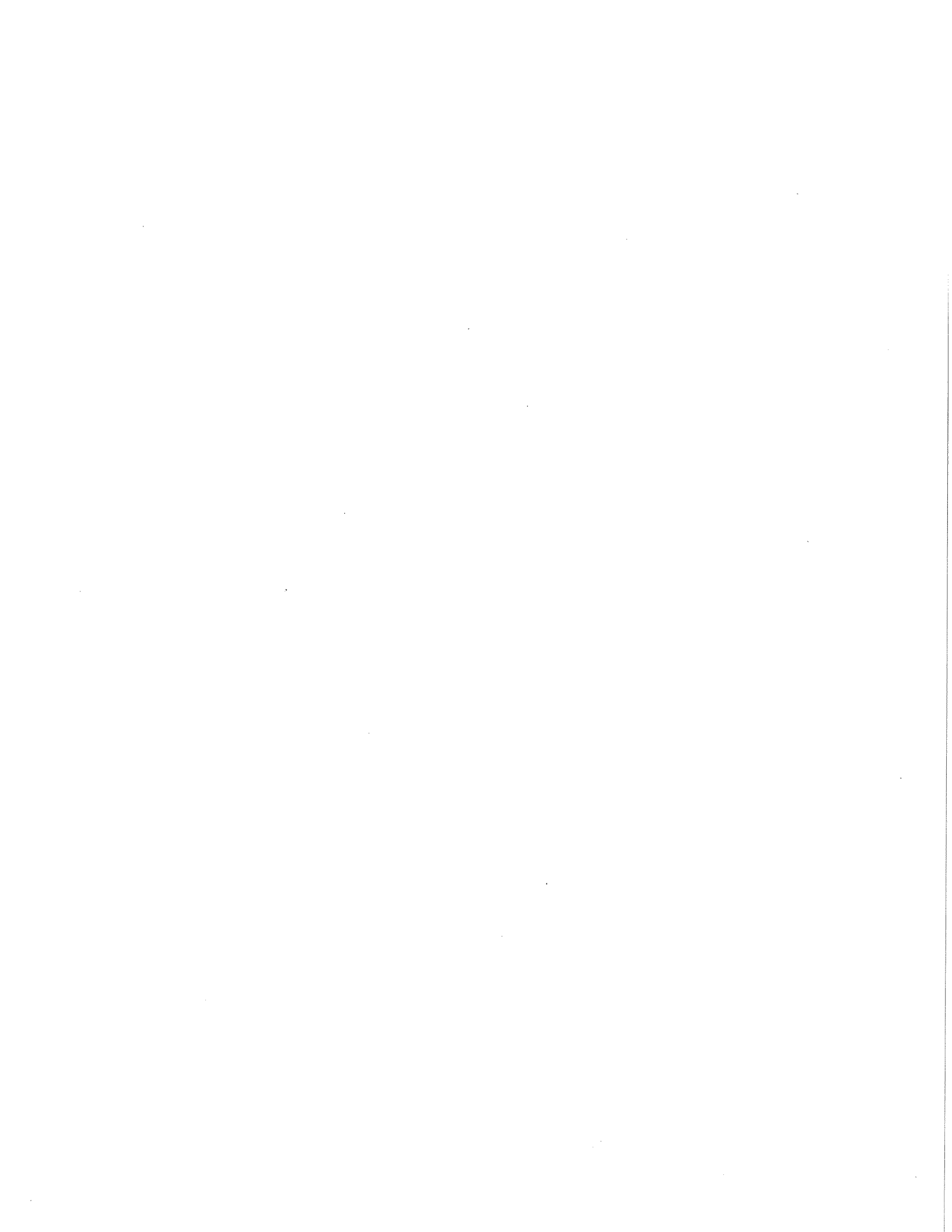


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1 Rights of CSEA

1.1 Recognition

This agreement made the first day of July 2009 by and between the Ripley Central School District of the Town of Ripley, New York (Chautauqua County) hereinafter referred to as the District and the CSEA, Inc., Local 1000, AFSCME, the recognized union for the Ripley Central Schools Unit of Local 807, which unit includes, Teaching Assistants, Teachers Aides, Custodians, Cleaners, Building Maintenance Mechanics, Cooks, Food Service Helpers, School Monitors, Bus Drivers, Mechanic II, Mechanic III, Typist II, ISS Monitor, Account Clerk, Cook Manager, School Nurse and Mechanics Helper. Positions employed by the Board, with the exception of persons classified confidential, casual and/or temporary employees not otherwise enumerated, hereinafter referred to as the Association.

1.2 Dues Check-off and Authorization

The employer shall deduct from the wages of employees and remit to the Civil Service Employees Association, Inc., 143 Washington Avenue, Albany, New York 12210, regular membership dues, premiums for CSEA-sponsored Accident and Sickness Insurance, Term Life Insurance and Master Plan and/or Permanent Life Insurance and other authorized deductions for those employees who have signed the appropriate payroll deductions authorization cards permitting such deduction. The employer agrees to deduct and remit such moneys exclusively for CSEA as the recognized negotiation agent for employees in this unit. Furthermore, CSEA shall have access to its members during work hours for the purpose of familiarizing them with the insurances.

1.3 Agency Shop Fee Deduction

Each employee covered by this Agreement, i.e. part of the bargaining unit under Section 1.1 of this Agreement, shall have an amount equal to the periodic dues of a CSEA member deducted from his or her pay at the same times when a CSEA member would pay such dues. The employer shall deduct and transmit said agency shop fees to the CSEA regularly in a payment separate from member dues, identifying each person by name and title.

1.4 Indemnification and Hold Harmless

The CSEA shall indemnify and hold harmless the Ripley Central School District and its officials or employees from any cause of action, claim, loss, or damage incurred as a result of the employer's deduction of an agency fee, dues and other deductions from an employee. The CSEA shall have no right or interest in any agency fee, dues and other deductions until such collected moneys are actually paid to the CSEA. Upon forwarding by mail of payment of the agency fee, dues and other deductions to the last known address of the CSEA, the Ripley Central School District and its officers and employees shall be relieved from all liability to deduct such fees and deliver such deductions to CSEA.

1.5 Reciprocal Rights

The CSEA shall have the sole and exclusive right with respect to other organizations to represent all employees in the heretofore defined negotiating unit in any and all proceedings under the Public Employees Fair Employment Act; under any other applicable law, rule, regulations or statute; under the terms and conditions of the Agreement, to designate its own representative, and to appear before any appropriate official of the employer to effect such representation; to direct, manage and govern its own affairs; to determine those matters which the membership wishes to negotiate; and to pursue all such objectives free from any interference, restraint, coercion or discrimination by the employer or any of its agents. The CSEA shall have the sole and exclusive right to pursue any matter or issue to any Court of competent jurisdiction whichever is appropriate; and shall not be held liable to give any non-member any of its professional, legal, technical or specialized services.

1.6 Association Time

There will be a total of 32 hours of absence per year provided for the Association which will be used for Association business except for investigating grievances. The President of the Association will, whenever possible, give the Superintendent or Business Official two (2) days notice of the use of such leave, or in any case, written approval of such leave to be charged against Association leave time. Such leave time may be taken in no less than 1/2 day increments.

2 Definitions

2.1 Semester

One full semester or 1/2 school year.

2.2 Standard Work Week

Standard work week for overtime is forty hours.

2.3 Work Year

The work year as herein used shall constitute a period commencing July 1 and ending June 30 for twelve-month employees, and a period commencing September 1 and ending June 30 for ten-month employees.

2.4 Wages Paid

2.4.1 Ten-Month Employees

All ten-month employees except teaching assistants, the school nurse and the Head Bus Driver will be paid at an annual salary based on 189 work days including nine paid holidays. All ten-month teaching assistants will be paid at an annual salary based upon 194 days including nine paid holidays. The school nurse will be paid at an annual salary based on 198 days including nine paid holidays. The Head Bus Driver will be

paid at an annual salary based on 195 days. Additionally, holidays shall be paid in accordance with item 13.1 and 13.2.

2.4.2 Eleven-Month Employee

The current 11-month employee (Typist II assigned as Secretary to the High School Principal) will become a 12-month employee working 261 days, and shall be made whole for the late contract implementation for the first year of this Agreement, including but not limited to, having 15 paid holidays in accordance with Section 13.1. All calculations to make this employee whole shall be reviewed by an agreed-upon third party. Any perceived errors in these calculations shall be either corrected immediately, or grieved in accordance with the grievance provisions of this Agreement.

2.4.3 Twelve-Month Employees

All twelve-month employees will be paid on a bi-weekly basis for hours worked per day times the hourly rate of pay for all time worked or compensated in the preceding two-week period. Additionally, holidays shall be paid in accordance with item 13.2.

2.4.4 Regular Work Hours

Each employee's supervisor shall set their regular hours in September of each year, and the employee must work in accordance with these regular hours. Any flexing of a schedule within one work week must be pre-approved by the employee's supervisor and the District Business Official. No employee shall be paid for overtime unless the employee's supervisor and the District Business Official has given prior written approval for such overtime, or, in the case of an emergency, the supervisor, the Superintendent or his designee gives prior approval immediately before the overtime hours worked. All time cards must accurately reflect actual time worked. Time cards with marks over the punched clock time will not be recognized as accurate time cards, and must be approved by the employee's supervisor and the Business Official prior to processing the pay. No employee shall punch in or out for another employee. Nothing in this section is intended to violate the Fair Labor Standards Act's overtime provisions.

2.5 Lunch Break

Employees appointed to a permanent civil service or Teaching Assistant position for six (6) hours or more in a day will be granted a thirty (30) minute non-compensated duty free lunch period.

3 Use of Facilities

Upon three days written request, the Board shall grant to the Association the right to reasonable use of the building facilities and equipment for the purpose of meeting to discuss Association Business subject to determination by the Superintendent of Schools as to the timing and extent of such meetings to avoid interference with educational activities.

4 Negotiating Procedures

The Board and the Association agree that they will each appoint their respective negotiating committees on or prior to March 1st of each year and that the negotiating committees will meet on or before that date to commence negotiations.

5 Furnishing of Financial Information

The district agrees to provide the Association such financial information as the Association shall request pertinent to the negotiations and which is legally permissible for the Board to divulge.

6 Wages

6.1 Rate Increases

Effective **July 1, 2009**, the hourly rate of each employee in effect on **June 30, 2009**, shall be increased by **forty-eight cents (\$.48)** per hour.

Effective **July 1, 2010**, the hourly rate of each employee in effect on **June 30, 2010**, shall be increase by **forty-four cents (\$.44)** per hour.

Effective **July 1, 2011**, the hourly rate of each employee in effect on **June 30, 2011**, shall be increased by **forty-six cents (\$.46)** per hour.

6.2 Starting Rate

Minimum starting rates for the 2006-2007 school year are given in Appendix B. These rates will be increased each year by the negotiated increases in each of the remaining years of the contract. The District reserves the right to start employees at a higher rate.

6.3 Head Bus Driver

The Head Bus Driver will receive an additional stipend of \$5,655.00 for the 2006-07 school year, \$5,909.00 for the 2007-2008 school year, and \$6,063 for the 2008-2009 school year. In addition, the Head Bus Driver shall work 140 hours over the summer months, for which she will be paid her regular hourly rate as a bus driver, including her annual negotiated raises. For benefit purposes, the Head Bus Driver shall be considered a 12-month employee, and shall be credited two weeks vacation, and other accruals awarded to twelve month employees, except for sick days, which will accrue at a half-time rate during the summer, giving the employee 11 sick days total. Should the Head Bus Driver use any of these accruals during the summer, except for vacation, she will be presumed to work half time, shall be paid at a half time rate, and shall be charged at a half time rate, during the summer.

6.4 Aide/Assistant as Substitute Teachers

If an aide/assistant is required to substitute during the term of this Agreement, he/she shall be paid their hourly rate plus an additional stipend indicated in the table below.

7/1/2009

Less than 2 hours	\$13.87
2 to less than 4 hours	\$26.71
4 to less than 6 hours	\$39.66
6 or more hours	\$52.55

6.5 Call Back Pay

Any employee called into work, by a district employed supervisor, outside his/her normal work day shall be paid either:

6.5.1 A minimum of one hour at time and a half or two hours at minimum wage, whichever is higher; or

6.5.2 Upon mutual agreement with the Superintendent, the employee may request compensation time at time and a half if the employee incurs overtime within the same two week payroll period in which the employee was called into work if such days are available.

6.6 Shift Differential

Pay differential for the second shift (1:00 p.m.-12:00 midnight) will be \$.35/hr. for the remainder of the contract.

Second shift employees who are called in to work to fill in for first shift employees shall receive the shift differential described above in addition to any premium pay to which they are entitled for the first shift hours so worked.

6.7 Bus Driver Pay Increase

The current bargaining unit members whose title is bus driver and who is earning less than \$12.35 per hour shall be paid that amount per hour in the 2006-2007 school year, increased by negotiated raises for future years. Any current bus driver earning more than \$12.35 per hour shall receive his or her regular hourly rate with negotiated raises.

6.8 Bus Driver Extra Trip Pay

For extra trips, bus drivers will receive \$12.95/hr., and will be paid a minimum of one hour for extra trips within the school district and a minimum of two hours for extra trips outside the district. When out of the Town of Ripley on an extra trip, bus driver meals will be paid. This rate will be increased by the negotiated pay increases. The assignments for extra trips shall be rotated.

6.9 School Nurse

The School Nurse will receive an additional stipend of \$600 per year in recognition of increasing her work days from 194 per year to 198.

6.10 Working Out of Title

Effective upon ratification, when an employee is directed in writing and assigned to work out of title in a higher-paid position, the employee shall be paid his or her hourly rate plus and additional \$1.00 per hour.

6.11 Teaching Assistants

Appendices A and B reflect an increase in the hourly rate for teaching assistants to compensate for the recently-adopted educational requirements for their positions.

6.12 Hourly Wage

All salaries are based upon an hourly wage, and are approved by the Board of Education.

6.13 Substitute Pay

Substitute pay is non-negotiable. Substitute work may not be credited to an employee's salary. Time spent as a substitute is not counted towards years of service.

6.14 Status Quo

No employee shall receive less this year than they did last year.

6.15 Overtime

All workers will be paid at time and a half for all hours worked beyond 40 hours per week.

6.16 Senior Building Mechanic

The current bargaining unit member whose title is Senior Building Maintenance Mechanic shall receive an additional \$.50 per hour added to his base pay for the 20062007 school year, as recognized in Appendix B of the Agreement.

6.17 Cafeteria Personnel

For the 2001-02 school year cafeteria personnel may receive their hourly rate plus \$.52/hr. for work performed other than regular working hours with Board of Education approval on school sponsored functions. This will be increased by the COLA percentage (defined in item 3 above) in each of the remaining years of the contract.

7 Health Insurance

7.1 Insurance

The District shall provide health insurance coverage for eligible employees covered by this agreement under the Chautauqua County School Districts Medical Health Plan. All eligible employees shall have the following options:

7.1.1 A traditional plan, including prescription co-pays of \$7.00/\$15.00/\$35.00 (without rollback), and a \$100.00 major medical deductible for the single plan and a \$200.00 major medical deductible for the family plan;

7.1.2 A POS plan with \$5.00/\$10.00/\$25.00 prescription co-pays; or

7.1.3 A PPO plan with \$5.00/\$10.00/\$25.00 prescription co-pays.

7.2 Contributions

7.2.1 Current Employees

For employees hired prior to the execution of this agreement, the District will contribute to the annual cost of said plan an amount equal to the annual cost of an individual plan for the plan selected. Any eligible employee hired before the execution of this agreement electing the Family Plan Policy will pay the additional cost of the Family Plan as follows:

7.2.1.1 If work less than 20 hrs/wk, employee pays 100% of insurance cost

7.2.1.2 If twenty (20) to less than thirty (30) hours a week - 50% Employee pays — 50% School pays

7.2.1.3 If thirty (30) to less than forty (40) hours a week - 25% Employee pays — 75% School pays

7.2.1.4 If forty (40) hours a week - 100% School pays

7.2.2 New Hires

For employees hired after the execution of this agreement, the District will contribute to the annual cost of said plan an amount equal to the annual cost of an individual plan for the plan selected. Any eligible employee hired after the execution of this agreement electing the Family Plan Policy will pay the additional cost of the Family Plan as follows:

7.2.2.1 If work less than 20 hrs/wk, employee pays 100% of insurance cost;

7.2.2.2 If twenty (20) to less than thirty (30) hours a week - employee pays 65%, 35% School pays

7.2.2.3 If thirty (30) to less than forty (40) hours a week - employees pays 40%, 60% School pays

7.2.2.4 If forty (40) hours a week - employee pays 12%, 88% School pays

7.3 Health Insurance Buy-Out Incentive

7.3.1 Incentive

Any member who voluntarily elects to waive his/her right to health and medical plan insurance coverage, according to the open window period specified hereafter as the month of March, presently offered to all Instructional Bargaining Unit Members through the Chautauqua County School Districts Plan, shall receive 50% of the traditional family premium to a maximum of \$6,000, or a prorated amount in relation to the number of hours works as compared to full-time. Such elections shall be made by the employee by March 15th of each year accompanied by the letter of waiver described below. The District shall confirm such elections as soon as possible, but no later than May 1st of each year. The member may elect to receive such amount as additional compensation or as a credit to the Cafeteria Plan Account, in which case it shall be allocated by the member among the benefit choices available under the Cafeteria Plan.

7.3.2 Waiver

In order to qualify for this Health and Medical Plan Buy-out Incentive Payment, any eligible member must submit a non-rescindable letter of waiver to voluntarily drop their health insurance plan provided by the District as of July 01, which will be the effective date at which time the member will no longer be covered by the District's health insurance program. In addition, the member must actually waive their right to health insurance coverage in accordance with the terms of their letter. If all of these conditions are met, the Health Insurance Buy-out Incentive payment as described above will be paid in equal payments to the member over the school year, beginning with the second payment in September at the start of the school year for ten-month employees, and beginning with the first pay of the school year in July for the twelve-month employees. As an alternative, the employee may select to receive a lump sum payment in the last pay of the school year, or in eight equal payments in the second through the ninth pay periods of the school year. However, should the employee leave District employment prior to the end of the school year, or experience a change in circumstances requiring participation in the plan, a prorated amount to recoup any pre-paid benefit shall be deducted from the employee's remaining pay checks for the school year, or beyond the school year if there are insufficient funds in the remaining pay checks for the school year. In addition, the District has the right to recoup any remaining funds from any other payments due the employee or his or her heirs, or recoup such overpayment by any legal means.

7.3.3 Change of Circumstances

A member who has waived coverage under this provision but who involuntarily loses his or her alternative health insurance coverage (e.g., loss of job by spouse, divorce, etc.) may re-enter the District's plan, subject to the requirements and approval of the plan, in which event the waiver payment for the year will be pro-rated.

7.3.4 Re-enrollment

A member who has waived coverage in any year may elect to re-enroll in the District's health and medical plan insurance coverage during the District's open enrollment period, which is March.

7.3.5 Payment Distribution

Distribution of incentive payments may upon mutual agreement between the District and the Association be disbursed on an alternate payment schedule as agreed upon by both parties involved.

7.4 Post-Retirement Health Insurance

Any non-instructional employee covered by this agreement shall, upon retirement, be allowed to continue health insurance coverage through the Ripley Central School District-sponsored health insurance program by paying the full cost of the applicable premium. The employee will be eligible only for such benefit level as he or she carried as an employee, or a lesser level. In addition, in accordance with the plan document, if the employee selects a lesser level of coverage (i.e.- going from family to two-person or single), he or she cannot return to any higher level. Retired employees are eligible for medical and prescription coverage only and not dental or vision coverage, except for such benefits as provided under COBRA. All premium payments must be paid quarterly on the date established by the District. Failure to make a timely payment will result in cancellation of the retired employee's policy. Should such cancellation occur, the retired employee will hold the District harmless for any injury or damages that may occur as a result of the retired employee's failure to make such payments.

8 Term Life Insurance

The District will purchase a \$30,000 term life insurance policy for each unit member as is currently provided, and an additional \$20,000 term life insurance policy. Should the member desire to purchase additional insurance for his or her spouse or children, the cost of such premium will be deducted proportionately from each paycheck in the first twenty pay periods. If an employee is separated from service before the total premium is collected, any remaining premium due will be deducted from the employee's final pay.

9 Flexible Spending Accounts

9.1 Section 125 Plan

The District shall maintain a Cafeteria Plan previously established under the provisions of Section 125 of the Internal Revenue Code (the "Cafeteria Plan") in accordance with the terms of the District's Flexible Spending Account Plan Document for all Association Members. The benefit choices available under the Cafeteria Plan shall be (i) Dependent Childcare/Elderly Care capped at \$5,000 per participant and his or her dependents and subject to any other limitations of the Internal Revenue Code, (ii) Medical Reimbursement capped at \$5,000 per participant and his or her dependents, (iii) Payment Premiums for group medical insurance coverage, and (iv) Payment of

premiums for group life insurance coverage. All Association Members may elect to allocate amounts to the benefit choices available under the Cafeteria Plan by means of salary reduction.

9.2 Administrative Fees

All administrative fees for such cafeteria plan will be the sole responsibility of the District.

9.3 Credit to Plan

Effective on the first day of the employees service in each school year, for each Association Member who is eligible (works 20 hours per week or more), and elects to participate in the District's Health Care Plan, the District shall credit to the account established under the Cafeteria Plan \$252.00 for single health insurance participants, and \$588.00 for family health insurance participants.

10 Sick Leave and Personal Days

10.1 Sick Leave

The Board shall grant all Non-Instructional employees one working day of sick leave for each full calendar month's work up to a total of ten (10) working days per year for any employee on a ten (10) month basis, and up to a total of twelve (12) working days for any employee on a twelve (12) month basis. In the event any employee does not use the full number of days allotted in any year, those days shall be accumulated from year to year up to a total of one hundred and sixty-five working days. In the event any employee uses more than the number of sick leave days earned in any one year, the excess shall be deducted from any days accumulated in the past but in no event shall an employee be paid for days in excess of those to which he is entitled. In addition to himself, an employee shall be entitled to sick leave for the illness of a spouse, child, or parent.

10.2 Bereavement Days

Five (5) bereavement days will be granted for personal family loss of step-child, spouse, parent, step-parent, child, grandchild, step-grandchild, brother or sister, step-brother or step-sister, father or mother-in-law, son or daughter-in-law, grandparent, grandparent-in-law or close personal friend; three (3) days will be at no loss of pay or accrual, and two (2) days to be used from accumulated sick days. Two (2) bereavement days will be granted for other family members not listed above, such days to be charged to sick leave accruals. "Close personal friend" shall be defined as another adult with whom the employee has cohabitated for more than one year.

10.3 Personal Leave

10.3.1 In addition, the Board grants each non-instructional employee two (2) days per year personal leave separate and distinct from sick leave without loss of pay. If an employee in the Association has exhausted his/her two days of personal leave for a school year, but has not yet used all of his/her sick leave earned for that year (one

working day of sick leave each calendar month's work), not counting any accumulated sick leave carried forward from a prior year, the Association member may convert one of the remaining sick leave days to a personal day.

10.3.2 Personal leave days are granted with the understanding that they are allowed for the transaction of personal business that cannot be conducted outside of working hours. Requests will be made, in writing, to the department head at least two days prior to the Personal Leave. Personal Leave is not to be taken the day before or after a holiday or vacation without a reasonable explanation. Unused personal days, at the end of each fiscal year (July 1 - June 30) will be converted to an employee's accumulated sick days up to a total of one hundred and sixty-five (165) working days.

10.4 Snow/Emergency Days

10.4.1 There shall be no loss of pay or charge to accruals in the event the District is closed for snow or other emergencies for two days during the school year.

10.4.2 Employees who are required to work by their supervisor with approval of the Superintendent or his designee or are at work prior to the close of school on a snow/emergency day shall be paid at the rate of time and one-half (1 1/2) of their normal hourly rate of pay for all time worked with a minimum of two hours guaranteed.

10.4.3 In the event no snow or emergency days are used, employees covered by this agreement shall receive the same number of additional days off with pay as other employees of the District are given.

10.4.4 Teaching Assistants shall not be charged any accruals regardless of the number of emergency days used per year.

10.4.5 In the event there are more than two snow or emergency days during one school year, employees shall be allowed to charge that time against any accrual standing to their credit at their option. If sick leave is chosen, it shall not count against the employee in regards to eligibility for the perfect attendance bonus described in Section 10.5.

10.5 Perfect Attendance Bonus

If no sick leave, to include parts of a day (e.g. 1/4 of a sick day), have been used during the employees appointed work year then the employee shall receive a perfect attendance bonus of \$10.00 for every month in which the employee works. (e.g. \$ 100.00 for ten month employees and \$ 120.00 for twelve month employees) Said bonus shall be paid in the first pay period in the month of July.

10.6 Sick Donation

All members of the CSEA may contribute up to ten (10) days per year sick or personal leave per request to a seriously ill employee. These contributions are strictly voluntary, must be in writing signed by the donating employee, and will reduce the number of sick days that the contributing employee has for his or her own use. To be eligible for

such donations, the seriously ill employee must be a permanent employee, and must first exhaust all of his or her accrued sick and vacation time. Employees out of work due to a work-related injury may not apply for this benefit. All applications to utilize sick leave from the sick donation program must be accompanied by a valid doctor's statement indicating that the employee is seriously ill, cannot perform his or her job duties, and when it is anticipated that the employee will return to work. The approval and solicitation process associated with sick leave donations shall be administered by CSEA, shall not constitute a past practice, and is not subject to contractual grievance procedures. Upon receipt of notification of an approved application for sick donations, and copies of written donation forms signed by the donating employees, the District will make the appropriate sick leave transfers, adjusting each participating employees' accruals as indicated on the information provided. CSEA shall indemnify and hold the District harmless against all claims, demands, suits and liabilities of whatever nature arising out of the operation of the sick donation program.

10.7 Leave Increments

All leave must be taken in 1/4 day increments or higher.

10.8 Separation from Service

If an employee is separated from service and more sick days have been used than earned, the value of such unearned days which have been used shall be deducted from salary owing to the employee at the time of separation. For this purpose, sick days will be considered to be earned at the rate of 1 day per month of service.

11 Child Rearing Leave

A Non-teaching employee with one year of service credit to the district will be granted an unpaid child rearing leave under the following guidelines:

11.1 Notice

The employee who is pregnant shall give written notice thereof to the Superintendent as soon as practicable after the knowledge of the pregnancy. The employee who is adopting shall give written notice thereof to the Superintendent as soon as practicable after being approved for adoption.

11.2 Request

Any employee who desires child-rearing leave shall make a written request for such leave to the Superintendent at least thirty (30) working days prior to the expected date of birth or adoption. Such request shall contain the following:

11.2.1 In the case of a birth, the approximate date when the disability from pregnancy of the employee is expected to terminate, and the date of termination of the child-rearing leave; or

11.2.2 In the case of an adoption, the approximate date when the adoption is expected to be finalized, and the date of termination of the child-rearing leave.

11.3 Notice to Exception

The thirty (30) day notice specified in number 2 of this section may be reduced by the Superintendent by the number of days that an employee is unable to give notice by virtue of sickness, accident or other conditions beyond the control of the employee and may be further reduced by the number of days between the expected birth or adoption of the child and the date of an earlier birth or adoption of a child.

11.4 Disability Period

The date of the commencement of the child rearing leave shall be the date of the termination of the disability because of pregnancy of the employee where the case does not involve adoption. An employee who is pregnant shall be entitled to use accumulated sick leave, if available and desired, during the period of pregnancy related physical disability as certified by her physician. The date of the termination of the child rearing leave shall be no more than six (6) months from the commencement of the child rearing leave.

11.5 Return to Work

Upon return to work, an employee shall return to their regular job. In the event that the job has been eliminated, that person shall be entitled to return to a position, within their civil service title or within a teaching assistant position (if the employee was a teaching assistant at the time the leave was initiated), based upon seniority.

11.6 Accruals/Seniority

The child rearing leave shall not be counted as service for salary credit, sick leave or any other benefit based upon length of service.

12 Vacation Policies

12.1 Annual Vacation

The Board shall allow to each present full-time employee in the Non-Instructional Unit whose services are rendered on a twelve-month basis, an annual vacation on the following basis:

12.1.1 One (1) week (5 working days) vacation after one (1) year of service to the district.

12.1.2 Two (2) weeks (10 working days) vacation after two (2) years of service in the district.

12.1.3 Three (3) weeks (15 working days) vacation after seven (7) years of service in the district.

12.1.4 Four (4) weeks (20 working days) vacation after fourteen (14) years of service in the district.

12.2 Schedule

Vacation Days shall be used according to a schedule approved by the Superintendent of Schools.

12.3 Accumulation

A maximum of ten (10) vacation days may be accumulated and transferred into the next school year (July through June). All other vacation days shall be used currently and shall not be accumulated from year to year.

13 Holidays

13.1 Ten-Month Employees

The following shall be considered holidays for which Non-Instructional personnel whose services are rendered on a ten (10) month basis shall receive compensation provided he/she has worked the school day prior to and the school day after said holiday:

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

13.2 Twelve-Month Employees

All Non-Instructional personnel whose services are rendered on a twelve (12) month basis shall receive the following days as compensated holidays provided he/she worked the day prior to and the day after said holiday:

New Year's Day	Columbus Day	Veterans Day
Christmas	Good Friday	Memorial Day
Thanksgiving	Labor Day	Fourth of July
Friday after Thanksgiving	Presidents' Day	Day before or after July 4
Day before Christmas	Martin Luther King	Day after Christmas

14 Passes

All school employees will receive passes to home sports events.

15 Physical Examinations

15.1 Evidence Required

All bus drivers and bus monitors shall be required to present evidence they have passed a medical examination each year prior to the beginning of the school term in September.

15.2 Administration of Examinations

Physical examinations, which will be administered by the school doctor in the district nurse's office, or, at the request of the school doctor at an alternate location. These physical examinations will be administered at no cost to the employee for routine examinations administered solely for the purpose of meeting this requirement. Appointments may be secured through the school nurse.

16 Performance of Duties

16.1 Faithful Performance

All personnel are expected to become acquainted with the duties pertaining to their position of employment and to perform those duties faithfully.

16.2 Right to Set Schedule & Duties

Work schedules and duty assignments are to be established by the person having charge of the department with the approval and under the direction of the Superintendent of Schools.

16.3 Changes

Any scheduled change in the length of the work day over 15 minutes will be negotiated with the Superintendent if the time is in addition to the time scheduled or an extra duty is involved.

17 Jury Duty

Each employee who shall be required to report for jury duty or to serve as a juror in a State, United States Court, or Town of Ripley Court shall be paid the same amount that he or she would have received if working for each day that the employee is required to be absent from the school during the assigned working hours while necessarily serving as a juror. The amounts received by the employee for services rendered as a juror shall be paid by the employee to the district.

This procedure is also to be followed when an employee takes a sick day on a day while serving on jury duty. Such amounts to be repaid by the employee shall not include the amounts received for mileage or meal allowances.

18 Retirement Benefits

18.1 Plans Offered

The School agrees to provide retirement benefits through the New York State Employees' Retirement System to Non-Teaching Service Association members who have elected to join the System. On July 1, 1987 the School agrees to adopt the following benefit plans of the System:

18.1.1 Section 75-i (including 75-e, 75-g), the New Career Plan for Tier 1 and Tier 2 Non-teaching Service Association Members.

18.1.2 Section 41-j, The Allowance for Unused Sick Leave, for all Non-Teaching Service Association Members who have elected to participate in the New York State Employees Retirement System.

18.1.3 Sections 501 (4) and 2854 (3)(c), as applicable, for teaching assistants who are members of the Teachers' Retirement System.

18.2 Payment

The Board agrees to make all payments required by such plans from and after 7/1/87.

18.3 Retirement Incentive

Employees who notify the District of their intent to retire no later than January 1st in the given year they plan to retire shall receive a one-time payment, in a separate check, not later than thirty (30) days after retirement, of 50% of the difference between the retiree's annualized salary at the time of retirement and the starting rate of the title held by the employee or its equivalent, whether or not the employee's position is filled upon his/her retirement.

18.4 Award Table

The District shall make available a retirement award to be determined using the following table:

Accumulated sick days	conversion decimal
1 to 50	.10
51 to 100	.20
101 to 150	.35
151 to 165	.55

18.4.1 Upon reaching a level all days are paid at that rate. **18.4.2** Amounts will be calculated as follows:

(Total yearly salary) divided by (total number of days used to calculate salary) times (conversion decimal) times (accumulated sick days)

18.5 Notice

The employee must first submit an irrevocable retirement notice to the District at least 30 calendar days prior to retirement. Effective date of retirement in order to receive this award must be at the beginning or end of a semester, in no case during a semester.

18.6 NYSERS Guidelines

The employee must retire from active service with the District under the guidelines of the NYSERS as they apply to service retirement.

18.7 Installments

The amount generated in section 18.4 above shall be paid to the retiring employee in eight equal installments commencing with the first payroll period of the semester following the retirement. The payment shall be less all applicable payroll taxes.

19 Seniority

19.1 Posting

All permanent vacancies within titles covered by this Agreement will be posted for a period of ten (10) working days. Such notice shall also be sent to the CSEA Unit President. Such posting shall include:

- 19.1.1 The job title;
- 19.1.2 The date posted;
- 19.1.3 The qualifications for the position;
- 19.1.4 The rate of pay;
- 19.1.5 The hours of work; and
- 19.1.6 The work location.

19.2 Preferential Consideration

The District shall extend preferential consideration to present employees covered by this Agreement in full consideration of their seniority.

19.3 Experience

Experience can be considered by the Board when a person is first appointed to a position.

19.4 Applicable Provisions

Layoffs and recalls for employees in the competitive class shall be pursuant to Sections 80 and 81 of the New York State Civil Service Law. Layoffs for employees in the non-competitive and labor class shall be pursuant to applicable provisions of this agreement.

19.5 Layoffs

For layoff purposes, an employee's seniority shall determine the order to be followed. In a department, the employee with the least seniority shall be the first to be laid off until the total number of employees required to decrease forces shall be reached.

19.6 Displacement Within a Department

Permanent competitive class employees shall have the right to displace employees with lesser seniority in lower jobs in the direct line of promotion in the department, or if this is not possible, employees with lesser seniority in lower jobs previously held on a permanent basis in the department.

19.7 Displacement Outside a Department

Permanent non-competitive and labor class employees shall have the right to displace non-competitive and labor class employees with lesser seniority in lower jobs previously held on a permanent basis in the department.

19.8 Recalls

Recalls shall be in the inverse order of layoffs, as long as the employee has satisfactory service as defined in Rule XXV(1)(d) of the Chautauqua County Rules for the Classified Civil Service, and continues to be qualified to perform his or her job, or in accordance with Sections 80 and 81 of the New York State Civil Service Law if applicable.

19.9 Summer Bus Runs

Summer bus runs shall be bid by seniority.

19.10 Extra Work and Overtime

Any extra or overtime work shall be rotated equitably among employees within the title where the extra work or overtime occurs, starting with the most senior and rotating to least senior employee. Refusal to work extra time or overtime offered to an employee shall be treated as though the employee had worked that time.

20 Service Increment

20.1 Amount

A service increment will be added to the regular salary of all Non-Instructional employees hired before July 1, 2001 (Regular Salary + Increment = Total Salary) according to the following chart:

Consecutive Years of Service	Increment
00-05	000.00
06-10	100.00
11-15	200.00
16-20	300.00
21-25	450.00
26-Retirement	650.00

20.2 Consecutive Years of Service

The payments listed above are based on consecutive years of service. If there is a break in service, the employee's consecutive years of service will start again at zero at the time of re-employment. Increments are not cumulative, either within blocks or between blocks, (i.e., the amount in year 7 is \$100, the amount in year 12 is \$200, the amount in year 18 is \$300, etc.).

20.3 Lump Sum

The service increment will be paid in one lump sum at the end of the school year.

21 Grievance and Discipline Procedures

21.1 Purpose

It is the policy of the Board and the Association that all grievances be resolved informally or at the earliest possible state of this grievance procedure. However, both parties recognize that the procedure must be available without any fear of discrimination because of its use. Informal settlements at any stage shall bind the immediate parties to the settlement but shall not be precedents in a later grievance proceeding.

21.2 Definitions

21.2.1 A "grievance" is any alleged violation of this agreement or any dispute with respect to its meaning or application.

21.2.2 An "employee" is any person in the unit covered by this agreement.

21.2.3 An "aggrieved party" is the employee or group of employees who submit a grievance or on whose behalf it is submitted.

21.3 Submission of Grievances

21.3.1 Before submission of a written grievance the aggrieved party must attempt to resolve it informally.

21.3.2 Each grievance shall be submitted in writing and shall identify the aggrieved party, the provision of this agreement involved in the grievance, the time when and the place where the alleged events or conditions constituting the grievance existed and, if known, the identity of the person responsible for causing such events or conditions and a general statement of the grievance and redress sought by the aggrieved party.

21.3.3 A grievance shall be deemed waived unless it is submitted within fifteen (15) days after the aggrieved party knew or should have known of the events or conditions on which it is based.

21.3.4 An employee or group of employees may submit grievances which affect them personally and shall submit such grievances to the immediate administrative superior.

21.3.5 The Association may submit any grievance. The grievance shall be submitted to the immediate administrative supervisor.

21.4 Majority Vote for Arbitration

Arbitration shall not be entered into without a majority vote by the Association.

21.5 Grievance Procedure

21.5.1 The immediate administrative superior may respond in writing to each written grievance within fifteen (15) working days after the submission of the grievance by the aggrieved party. If the aggrieved party is not satisfied with the written response of the immediate administrative superior the aggrieved party may file a written grievance to the Chief School Administrator within fifteen (15) working days. If no response is received within fifteen (15) working days from the administrative superior after the submission of the grievance, such aggrieved party may file a written grievance to the Chief School Administrator within fifteen (15) working days and day one (1) of this fifteen (15) working day period will begin on the sixteenth (16) working day after the original submission of the grievance to the administrative superior.

21.5.2 The Chief School Administrator or his designated representative shall, upon request, confer with the aggrieved parties with respect to the grievance and shall deliver to the aggrieved parties a written statement of his position with respect to it no later than seven (7) working days after it is received by him.

21.5.3 Within fifteen (15) working days of receipt of a determination under Step 2, the aggrieved may request a hearing before the Board of Education. The hearing will be scheduled at the earliest date mutually acceptable to the Board and the aggrieved party. The Board shall render its decision within ten (10) working days after the hearing.

21.5.4 In the event the aggrieved is not satisfied with the decision of the Board of Education with respect to a grievance, it may, within five (5) days after receiving the decision, submit a written notice to the Board to this effect. The Board and the aggrieved will then refer the grievance to arbitration by requesting PERB to propose the names of seven (7) arbitrators. Upon receipt of the names of the proposed arbitrators, a designee of the Chief School Administrator and the Association shall strike names from the list until one ultimately is designated as the arbitrator.

21.5.5 The arbitrator's decision will be in writing and will set forth his findings, reasoning and conclusions on the issues submitted. The arbitrator will be without power or authority to make any decision which requires the commission of an act prohibited by law or which violates of the terms of this agreement. The decision of the arbitrator shall be binding. The arbitrator shall have no power to alter, add to or detract from the provisions of the agreement.

21.5.6 The cost of the services of the arbitrator will be borne equally by the school board and the Association.

21.6 Discipline

21.6.1 Employees Except Teaching Assistants

In the event the District seeks to impose a form of discipline set forth in Section 75 of the Civil Service law upon an employee covered by this agreement, other than a teaching assistant, the following procedures shall apply:

21.6.1.1 The employee shall be served with written notice of the charge(s) against him/her;

21.6.1.2 No later than the tenth (10th) workday after the date on which the employee receives the charge(s) the employee shall elect, in writing, on a form provided by the District, one of the three following options for disposition of the charge(s):

21.6.1.2.1 Procedures pursuant to Section 75 and 76 of the Civil Service law;

21.6.1.2.2 Procedures pursuant to the grievance procedure set forth above; or

21.6.1.2.3 Waiver of Civil Service law and grievance procedures, and determination of matter by Board of Education.

21.6.1.3 The election of one of the three options shall constitute a waiver of all rights to any hearing or procedures not so elected. Failure to deliver the election form to the District within the specified time frame shall constitute a waiver by the employee of all rights to any hearing or procedure, in which event the charges shall be determined by the Board of Education.

21.6.2 Teaching Assistants

If the District seeks to impose a form of discipline set forth in Section 3020-a of the Education Law upon a tenured teaching assistant covered by this Agreement, the following procedures shall apply:

21.6.2.1 The employee shall be served with written notice of the charge(s) against him/her;

21.6.2.2 Not later than the tenth (10th) day after the day on which the employee receives the charge(s), the employee shall elect in writing, on a form or forms provided by the District, one of the three following options for the disposition of the charges:

21.6.2.2.1 A hearing pursuant to the Education Law; or

21.6.2.2.2 Procedures pursuant to the grievance provision set forth above; or

21.6.2.2.3 Waiver of Education Law and grievance procedures and determination of the matter by the Board of Education.

21.6.2.3 The election of one of these three options shall constitute a waiver of all rights to any hearing or procedure not elected. Failure to return the election forms to the District within the specified time shall constitute a waiver by the employee of all rights to any hearing or procedure, in which event the charge(s) shall be determined by the Board of Education.

22 Saving Clause

This agreement and all provisions herein are subject to all applicable laws. In the event any provision of this agreement is held to violate such laws, said provision shall not bind either of the parties, but the remainder of this agreement shall remain in full force and effect as if the invalid provision had not been a part of this agreement.

23 Staff Development Day

All Association Members will be required to attend a District-wide Staff Development Day session at the beginning of each school year, the date and time to be specified by the District. Employees who work additional hour beyond their contractual assigned time in order to attend the staff development program will be compensated at the employee's hourly rate for that school year, or at one and one-half the regular rate if the employee incurs overtime, and will be paid such compensation in a one time lump sum payment at the end of the payroll period in which the staff development day was conducted.

24 Personal Development/Health Insurance Option

24.1 Employees Except Teaching Assistants

For all non-instructional employees excluding teaching assistants who take a course at BOCES or at another institution which is pre-approved by the District, they will be entitled to reimbursement for costs incurred to include tuition, materials, supplies and textbooks required for the course not to exceed \$750 per school year. To receive the reimbursement an employee must submit a certification of completion or a copy of a college transcript with a grade of C+ or higher.

24.2 Teaching Assistants

All teaching assistants earning college credits with a grade of C+ or better will have the option to receive up to the \$750 per school year reimbursement or the \$.01 per hour added to their base pay for each credit hour earned upon submission of their transcripts verifying the credit. Proof of completion of course will be submitted by September 1st for first semester and January 15th for second semester. Any adjustments to salary will be made at that time.

24.3 Part-timers

If a part-time (less than four hours) non-instructional employee who is not eligible for health insurance benefits through the District and elects to buy into the District's insurance plan and has not used the full \$750 credit for any given school year, they may use the balance up to \$750 as a credit toward the employee share of their health insurance plan.

25 Miscellaneous

25.1 School Nurse

The School Nurse is allowed to use funds provided pursuant to Section 24.1 for continuing education units.

25.2 Double Tripping and Contracting Out

The Board reserves the right to single or double trip at a later time. The Board reserves the right to contract the private school run.

26 Statutory Clause

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

27 Taylor Law

The parties hereby agree to comply with Article 14 of the New York State Civil Service Law known as the Public Employee's Fair Employment Act and as it may be amended from time to time.

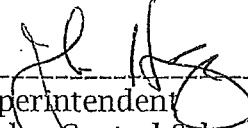
28 Entire Agreement

This instrument constitutes the entire agreement of the parties and there are no agreements or understandings, either oral or written or otherwise which in any manner alter, abridge or conflict with this instrument.

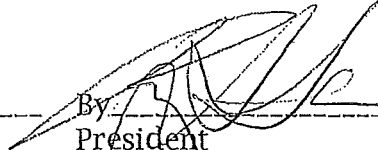
29 Duration

This agreement shall be effective on July 1, 2009 through June 30, 2012.
CENTRAL SCHOOL DISTRICT #1 OF THE TOWN OF RIPLEY, CHAUTAUQUA COUNTY,
NEW YORK.

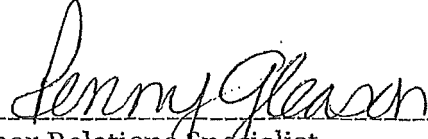
Date 2/11/10

By 
Superintendent
Ripley Central School District

Date 2/11/10

By 
President
Ripley Central School Unit, Local 807

Date 2/19/10

By 
Lenny Gleason
Labor Relations Specialist
Civil Service Employees Association

Appendix A

Schedule of Years of Service and Base Rate for 2009-2010 through 2011-2012

Name	Position	YOS	2009-2010 \$.48	2010-2011 \$.44	2011-2012 \$.46
Batts, Marsha	FS Helper	18	\$11.22	\$11.66	\$12.12
Boll, Pamela	Acct. Clerk	7	\$12.16	\$12.60	\$13.06
Bovee, Kathryn	FS Helper	17	\$10.54	\$10.98	\$11.44
Baum, Judy	Teacher Aide	1	\$8.45	\$8.89	\$9.35
Dikeman, Thomas	Sr. Bldg. Maintenance Mechanic	21	\$20.68	\$21.12	\$21.58
Eimers, Steven	Bus Monitor	8/09	\$7.97	\$8.41	\$8.87
Enterline, Lori	FS Helper	9	\$9.66	\$10.10	\$10.56
Farnham, Laura	Custodian	9	\$11.69	\$12.13	\$12.59
Fisher, Bertha	Cleaner II	6	\$9.27	\$9.71	\$10.17
Fisher, Jessica	Teaching Assistant	2	\$9.71	\$10.15	\$10.61
Fisher, Rusty	Custodian	8	\$11.18	\$11.62	\$12.08
Gambino, Susan	Cook/Manager	16	\$19.74	\$20.18	\$20.64
Hartman, Jeanne	Teaching Assistant II	11	\$10.33	\$10.77	\$11.23
Henry, Joan	Teacher Aide	2	\$8.45	\$8.89	\$9.35
Johnson, Roxanna	Typist II	24	\$15.51	\$15.95	\$16.41
Kelwaski, Mike			\$16.50	\$16.94	\$17.40
Kinney, Bonita	Cleaner II	8	\$9.27	\$9.71	\$10.17
Kolibar, George	Building Maintenance Mechanic	7	\$13.95	\$14.39	\$14.85
Kolibar, Janell			\$8.45	\$8.89	\$9.35
Kozlowski, Laurie	Typist II	1	\$13.55	\$13.99	\$14.45
Krause, Theresa	Teaching Assistant	25	\$15.51	\$15.95	\$16.41
Leamer, Polly	School Monitor	14	\$9.86	\$10.30	\$10.76
Lewczyk, Frank	Coordinator Student Behavior	0	\$33,092	\$33,757	\$34,453
Lindstrom, Genevieve	Teacher Aide	10	\$9.94	\$10.38	\$10.84
McKillip, Deborah	Teaching Assistant	18	\$10.29	\$10.73	\$11.19
Miller, Krysatal	Teaching Assistant	8	\$10.07	\$10.51	\$10.97
Mosier, Mary	School Monitor	18	\$10.86	\$11.30	\$11.76
Mulson, Gloria	Bus Driver	25	\$19.98	\$20.42	\$20.88
Newman, Tammie	Bus Driver II	8/4/09	\$13.36	\$13.80	\$14.26
Pattison, James	Bus Driver II	1	\$13.84	\$14.28	\$14.74
Pratt, William	Cleaner (Part-time)	15	\$11.23	\$11.67	\$12.13
Reslink, Veronica	School Monitor	5	\$8.54	\$8.98	\$9.44
Rowan, Joan	Head Bus Driver/ Driver II	5	\$15.48	\$15.92	\$16.38
Shioleno, Phyllis	School Monitor (as needed)	6	\$114.81 daily	\$117.67 daily	\$120.66 daily
Skahill, Eileen	School Nurse		\$31,703	\$32,456	\$33,185
Soto, Michael	Bus Driver II	9/20/09	\$13.36	\$13.80	\$14.26
Steele, Cherylee	FSH	1	\$8.45	\$8.89	\$9.35
Strine, Patty	Teacher Aide	1	\$8.45	\$8.89	\$9.35
Utegg, Melodie	FS Helper	8	\$8.81	\$9.25	\$9.71
Utegg, Melodie	Cleaner II	2	\$8.90	\$9.34	\$9.80

Appendix A

Schedule of Years of Service and Base Rate for 2009-2010 through 2011-2012

Name	Position	YOS	2009-2010 \$.48	2010-2011 \$.44	2011-2012 \$.46
Weaver, Linda	Bus Driver	7	\$13.84	\$14.28	\$14.74
Wilkinson, Seneca	Teaching Assistant	28	\$15.64	\$16.08	\$16.54
Winkleman, Dana	Bus Driver II	7/17/09	\$13.36	\$13.80	\$14.26
Winkleman, Dana	Cleaner PT	7/17/09	\$7.97	\$8.41	\$8.87
Wright, Bonnie	Account Clerk	17	\$12.17	\$12.61	\$13.07
Zanghi, Jeremy	Bus Driver II	2	\$13.84	\$14.28	\$14.74

Deb
McKillip
YTS
wrong

Appendix B

2009-2010 through 2011-2012 Starting Rates

Position Title	2009-2012
Custodian	\$10.43
Cleaner II	\$8.42
Cleaner I	\$7.85
Mechanic II/Driver	\$13.36
Driver	\$13.36
Teaching Assistant	\$9.23
Teachers Aide	\$7.97
Monitor	\$7.97
Cook	\$10.43
Food Service Helper	\$7.97
Typist II	\$9.57
Mechanic III/Driver	\$16.02
Account Clerk	\$11.59