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Union: **Clymer Education Support Personnel, New York State United Teachers (NYSUT), American Federation of Teachers (AFT), AFL-CIO**

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COLLECTIVE NEGOTIATIONS AGREEMENT

Between

SUPERINTENDENT

CLYMER CENTRAL SCHOOL DISTRICT

and

CLYMER EDUCATION SUPPORT PERSONNEL

July 1, 2011 – June 30, 2016

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

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PREAMBLE

WHEREAS the Clymer Education Support Personnel unit filed a petition for recognition with the New York State Public Employment Relations Board on July 24, 1995 under Case No.C-4448, and

WHEREAS the Clymer Central School District Board of Education on or about November 13, 1995, formally recognized the Clymer Education Support Personnel unit as the sole and exclusive bargaining unit, pursuant to the Taylor Law, section 207 of the New York State Civil Service Law.

BE IT RESOLVED as follows:

1. The unit recognized includes the following titles:
 - a. All custodial personnel (custodians and utility workers)
 - b. All bus drivers
 - c. All aides
 - d. All cafeteria personnel
 - e. All teaching assistants
 - f. All clerks
 - g. All bus attendants
 - h. Mechanic III
 - i. All secretarial personnel with the exception noted in the following exclusions clause.

2. The following titles are hereby excluded from certification and recognition as part of the unit:
 - a. Senior Account Clerk (one (1) position currently assigned to the Superintendent and Business Office)
 - b. Typist II (two (2) positions currently assigned to the Superintendent and the Principal's Office)
 - c. Day to Day substitutes
 - d. All other titles employed by Clymer Central School District

ARTICLE 1 - CONCERNING THIS AGREEMENT

SECTION 1.1 - DEFINITIONS

1.1.1 "District" means the Clymer Central School District and applies to all persons (e.g., the Superintendent of Schools, administrators, principals) and bodies (e.g., the Board of Education authorized to act on behalf of the District).

1.1.2 "Board" means the Board of Education of the District and applies only when it is intended that the Board itself shall act or refrain from action.

1.1.3 "Superintendent of Schools" means the person appointed by the Board to serve on a regular or acting basis as the Superintendent of Schools. Anything which this Agreement requires or permits the Superintendent of Schools to do may be done by a person designated by the Superintendent of Schools to act on behalf of the Superintendent of Schools.

1.1.4 "Association" means the Clymer Education Support Personnel.

1.1.5 "Party" means the District or Association.

1.1.6 "Parties" means the District and Association.

1.1.7 "Agreement" means the Agreement, all appendices referred to in this Agreement, and all amendments to the Agreement.

1.1.8 "Employee" means a person holding a position included in the Preamble of this Agreement.

1.1.9 Only full-time employees shall be eligible for benefits under this Agreement unless a provision expressly states otherwise.

SECTION 1.2 INTERPRETATION AND LEGAL EFFECT

1.2.1 COMPLETE AGREEMENT - This Agreement shall constitute the full and complete commitment between the parties and may be altered, changed, added to, deleted from or modified only through the voluntary mutual consent of the parties in a written, signed amendment to this Agreement. The Association agrees that all negotiable items have been discussed during the negotiations leading to this Agreement, and agrees that the negotiations will not have to be re-opened on any item, whether contained in this Agreement or not. The operating of the District and direction of employees are vested exclusively in the Board.

1.2.2 SAVINGS CLAUSE - No provision of this Agreement shall be interpreted so as to be in conflict with any provision of law. If the Agreement requires a party or employee to do anything that is prohibited by law, the obligation is invalid but all other obligations imposed by this Agreement remain valid.

1.2.3 LEGAL EFFECT - Any provision of this Agreement which, cites a law, rule or regulation is intended to be and shall be interpreted as being a descriptive summary of such law, rule, or regulation with respect to the subject matter of any such provision of the Agreement, it is the intention of the parties that the provisions of the cited law, rule or regulation shall control.

1.2.4 MANAGEMENT RIGHTS - Except as expressly limited by other provisions of this Agreement, including the grievance procedure, all of the authority, rights and responsibilities possessed by the District are retained by it, including but not limited to, the right to determine the mission, purposes, objectives and policies of the District; to determine the facilities, methods, means and number of personnel for the conduct of the

District's programs; to examine, select, recruit, hire, appraise, train, retain, promote, assign or transfer employees, pursuant to law; to direct deploy and utilize the work force; to establish specifications for each class of positions, and to classify or reclassify, and to allocate or re-allocate new or existing positions in accordance with law; and to discipline or discharge employees in accordance with law and the provisions of this Agreement. The District retains the sole right to determine whether and to what extent the work required in operating its business and supplying its services shall be performed by employees covered by this Agreement. All terms and conditions of employment not covered by this Agreement shall continue to be subject to the Board's direction and control. This contract incorporates the entire understanding of both parties on all issues which have been discussed during negotiations; therefore, both parties agree that negotiations will not be re-opened on any item, whether contained herein or not, during the life of this contract unless mutually agreed upon. Should the District attempt to institute any new provisions regarding a mandatory term or condition not covered by the express language of the existing Agreement, the Association shall have ten (10) days from the date of the District's notice to the Association of the new mandatory term or condition to be instituted to request impact negotiations to negotiate the impact of said mandatory term or condition to be instituted by the District.

SECTION 1.3 RECOGNITION AND OTHER ASSOCIATION –DISTRICT RELATIONS

1.3.1 RECOGNITION - The Board of Education of the Clymer Central School District agrees to recognize the Association as the sole and exclusive representative for the purposes of collective negotiations and the administration of grievances of the employees of the District in the employer-employee negotiating unit described in the Preamble of this Agreement. Such recognition shall extend for the maximum period permitted by law.

1.3.2 STRIKE PROHIBITION - There shall be no strikes or work stoppages for any reason whatsoever. The Association affirms that it does not assert the right to strike against any government, to assist or participate in such a strike or to impose an obligation to conduct, assist or participate in such a strike.

1.3.3 NO REPRISALS - There will be no reprisals of any kind taken against any employee by reason of membership in the Association or participation in any of its legal activities.

1.3.4 DUES DEDUCTION - The District will deduct Association membership dues from the salaries of employees upon the presentation of voluntary dues deduction authorization cards signed by individual employees. The cards shall be submitted to the District two (2) weeks prior to the payroll period the deductions are to begin. The District will transmit the monies monthly to the Association. The Association shall submit to the Superintendent, prior to the start of each school year, a notice signed by the President of the Association of the amount of dues to be deducted for each employee. The Association shall indemnify, defend and hold the District harmless against any and all claims,

demands, suits, or other forms of liability that shall arise out of or by reason of action taken or not taken by the District pursuant to this paragraph.

1.3.5 AGENCY FEE - The District agrees to deduct from the wages or salary of employees of such negotiating unit who are not members of the Association the amount equivalent to the dues levied by the Association, and shall transmit such monies to the Treasurer of the Association. Provided, however, that the foregoing provision of this section shall only be applicable in the case that the New York State United Teachers (NYSUT) has established and maintains a procedure providing for the refund to any employee demanding the return of any part of an agency shop fee deduction which represents the employee's pro-rata share of expenditures by the NYSUT in aid of activities or causes of a political or ideological nature only incidentally related to terms and conditions of employment. The Association shall defend and hold the District harmless against any and all claims, suits or other forms of liability that shall or may arise by reason of actions taken or not taken by the District to comply with the terms of this provision, or in reliance on a certification issued by the Association.

1.3.6 NYSUT OF NY REPRESENTATIVES - The representatives of the Association, certified by written notice to the Superintendent each September 1, shall be permitted access to employees in the unit. The NYSUT representative will check in at the main office before conducting any business with members of the unit. Business should not be conducted that will interfere with the work of the employee.

1.3.7 BULLETIN BOARDS - The District will allow the Association to post information on designated bulletin boards provided by the District.

1.3.8 BUILDING USE - The Association may request to use a District owned or operated facility by placing a written request with the Superintendent one (1) week in advance of the intended date. If the request is granted by the Superintendent, and the building is not otherwise open, the Association shall reimburse the District for all costs associated with the use of the facility.

SECTION 1.4 NEGOTIATION OF SUCCESSOR AGREEMENTS

1.4.1 NOTIFICATION TO BEGIN NEGOTIATIONS - The District and the Association agree that either party wishing to amend the existing Agreement shall notify the other, in writing, prior to March 1, of its final year. The parties, by mutual agreement, may waive the time limits stated in this section. Should either or both parties determine an impasse exists, either or both can request the assistance of PERB pursuant and consistent with the laws and rules which govern such a situation.

1.4.2 SELECTION OF REPRESENTATIVES - Both parties in any negotiations shall not have any control over selection of the negotiating representatives of the other party and each party may select its representatives from within or outside the School District.

ARTICLE 2 - PERFORMANCE APPRAISAL

2.1.1 PURPOSE OF APPRAISAL - The Parties agree that the purpose of a performance appraisal is to provide feedback to employees about their performance so that employees can meet the standards of work expected of them.

2.1.2 FREQUENCY OF APPRAISALS - The performance appraisal and evaluation of an employee's performance shall rest with the District and shall be performed by the District in a professional manner. The member shall receive from the administration candid evaluations and appraisals of his/her work and suggestions on ways to correct any deficiencies. The unit member is expected to cooperate in such matters. Employees who have achieved permanent status (that are not on probation) shall be appraised at least one (1) time per year. Probationary employees may be appraised and evaluated as many times as the District feels is necessary.

The provisions of this Agreement indicating at least one (1) appraisal per year shall not prohibit the District from appraising, either formally or informally, permanent employees more than one (1) time per year should the District feel that that is necessary. All evaluations of work of employees shall be conducted openly and with full knowledge of the employee. This paragraph shall not prohibit the use of video cameras on buses.

Should the District feel that a permanent employee is not performing well and decides to evaluate that employee more than one (1) time in a year; there will first be a meeting with the employee, and if requested by the employee, the employee's representative, and the Superintendent or his/her designee for the purpose of giving the employee the reasons and areas in which the employee needs to improve.

2.1.3 APPRAISAL CONFERENCE - An employee may request to have any of his/her appraisals discussed with the appraiser. Each appraisal shall be signed by the employee signifying review with the employee; however, such signature does not signify agreement with the appraisal.

SECTION 2.2 PERSONNEL FILE

2.2.1 EMPLOYEE REVIEW OF PERSONNEL FILE - An employee may request to review his/her personnel file maintained by the District. Such request for review shall be in writing, scheduled at a mutually convenient time and be observed by a District representative. Excluded from review shall be any confidential materials. Confidential materials as defined in this section shall include recommendations for employment or promotion, as well as initial employment references.

2.2.2 COMPLAINTS CONCERNING EMPLOYEES - Any difficulty or complaint concerning an employee which is to become a matter of record shall be discussed by a District representative with that employee before it is placed in the District's personnel file on that employee. An employee shall sign said material, which shall serve as acknowledgment that the matter has been reviewed, but does not signify agreement.

2.2.3 EMPLOYEE RESPONSES - An employee shall have the opportunity to include in his/her personnel file, maintained by the District, a written response to any material contained therein.

ARTICLE 3 - LEAVES OF ABSENCE

SECTION 3.1 SICK LEAVE

3.1.1 SICK LEAVE ALLOTMENT – Sick leave days shall be used in blocks of full days or half days, based upon the employee workday. The district reserves the right for an administrator to approve a leave of less than a half day where coverage is arranged for by the employee, and no expense is incurred by the district. Any decision to allow a leave for less than a half day does not set practice or precedent and is therefore not grievable.

3.1.2 SICK LEAVE - ACCUMULATION - These sick leave days shall accrue at the rate of one (1) day per month for all employees to a maximum accrual of two hundred thirty (230) sick leave days.

3.1.3 SICK LEAVE - VERIFICATION - The District has the right to require a doctor's statement and/or examination by a doctor of the District's choice to verify the use of sick leave in any instance. All leaves of any kind (other than sick leave) are subject to the approval of the District. The District retains the right to require evidence in support of any leave time (including sick leave time) requested by the employee.

3.1.4 SICK LEAVE FOR FAMILY ILLNESS – In addition to employees' use of sick leave for personal illness, an employee may use up to twelve (12) sick leave days for serious illness in the immediate family. Immediate family, for the purpose of determining both sick leave and bereavement leave, shall be considered as those members of the employee's immediate family as follows: husband, wife, children, step-children, mother, father, brother, brother-in-law, sister, sister-in-law, mother-in-law, father-in-law, grandparents or grandchildren. In the event the employee does not have any persons within the above definition of immediate family, but has other relatives that have raised such person (for example, such as having been raised by an aunt and uncle) an application for deviation from the definition of immediate family may be submitted to the Superintendent for approval for the use of family illness or bereavement leave as the situation requiring leave arises. The Superintendent's discretion in granting or denying such family or bereavement leave shall not be subject to the grievance or arbitration procedures of this Agreement or set practice or precedent.

3.1.5 SICK LEAVE - ELIGIBILITY - A part-time employee who is employed at least fifteen (15) hours per week is eligible for sick leave based on the number of regularly assigned hours per day. An employee changed to a position with different hours shall transfer his/her accumulated sick time to his/her new position, based on the number of hours regularly assigned per day accumulated prior to transfer.

3.1.6 BEREAVEMENT LEAVE - Employees shall have up to five (5) bereavement days per occurrence not to exceed 10 days per fiscal year with pay, in addition to sick leave, to be used for the death of the employee's immediate family as defined in 3.1.4.

SECTION 3.1.7 EXTENDED SICK LEAVE

3.1.7 ELIGIBILITY - Any member whose personal illness extends beyond the period of paid sick leave shall, upon written application, be granted a leave of absence without pay for a period of six (6) months, or until the end of the school year, whichever is longer, as determined to be necessary by the school doctor or his/her designee.

3.1.8 RIGHT TO RETURN - A member taking extended leave of absence for personal illness shall be entitled to return to the classification from which the member is on leave from in the Clymer Central School District.

3.1.9 COMPENSATION DURING LEAVE - No salary shall be paid during such leave time.

3.1.10 HEALTH INSURANCE ELIGIBILITY - The member may continue in the District's health insurance plan at his/her own expense during such leave. The member will not be eligible for any other benefits.

3.1.11 EFFECT ON SENIORITY - This unpaid leave of absence shall not count toward seniority. However, the employee may resume accumulating seniority immediately upon his/her return. The employee shall not lose any previously accrued seniority after such leave.

3.1.12 PRIOR NOTIFICATION OF LEAVE - An employee must request such leave at least thirty (30) days prior to the beginning date of such leave, unless waived by the Superintendent due to good reasons. An employee must give at least thirty (30) days notice of his/her return from said leave unless waived by the Superintendent for good reason.

3.1.13 CERTIFICATION OF ELIGIBILITY TO RETURN - The employee must be certified by the school physician or another physician, designated by the Board, in order to return to employment. The District shall pay the cost of any examination providing the employee uses the designated school doctor. Any cost incurred for this examination must first be submitted through the employee's individual health insurance plan.

SECTION 3.1.14 SICK LEAVE BANK

3.1.14 ELIGIBILITY - All employees eligible for sick leave will be a member of the sick leave bank.

3.1.15 CONTRIBUTIONS - The maximum level of contributed days shall be one hundred (100). New employees/members will contribute two (2) days the first year, one (1) day the second year and one (1) day the third year. Eligible employees shall have

deducted from their own accumulated sick leave two (2) days to be contributed to the sick leave bank. This deduction will occur each July 1 until the maximum is reached. Should the bank fall below fifty (50) days, members will be required to donate an additional day from their own accumulated sick leave. This shall be in addition to the July 1st deduction. The maximum can exceed the one hundred (100) days as a result of the needed one (1) day contribution noted above or in the instance of a new employee's contribution. All days contributed to the sick Bank become the property of the sick Bank and cannot be claimed by a member for any other purpose than the provisions expressed in the Contract.

3.1.16 REQUESTS - A written request to the bank must be accompanied by a physician's statement specifying the anticipated duration of the illness. The bank committee consisting of two (2) representatives from the Association and two (2) representatives from the District shall review the request and shall have the ability to deny or recommend approval. The committee can require additional supporting detail, including another physician's examination, at the employee's expense, before taking action on the request. The committee shall have the right and authority to terminate an approved bank leave, at anytime, for any reason.

3.1.17 WITHDRAWALS - Withdrawals from the bank shall be limited to employees who have exhausted all leave accruals and have been absent due to their long term illness for at least seven (7) consecutive days. Withdrawals can only be used for the employee's extended illness and not any other member of the employee's family.

In no event may an employee withdraw more than thirty (30) days from the bank in any one (1) fiscal year.

3.1.18 TIME ON LEAVE - Time spent on bank leave shall not entitle an employee to earn any accrued leave, however, the District will continue to provide the employee with health insurance, if applicable and pursuant to the necessary contributions from the employee.

3.1.19 BUS DRIVER SICK PAY – When a bus driver uses a sick day, he or she shall be paid for all regularly scheduled trips for that day. Regularly scheduled trips include the a.m. trip, the p.m. trip, the BOCES trip, the Amish trip and any other trip that is normally scheduled for that particular day. This does not include after-school sports trips or other similar extra trips.

SECTION 3.2 PERSONAL LEAVE

3.2.1 PERSONAL DAYS - ALLOTMENT - All employees shall be entitled to three (3) days of personal leave, with pay, each year to be utilized for personal reasons. In order to take a personal leave day the employee must inform the Superintendent of leave to be taken for personal reasons at least three (3) days prior to said leave, unless the situation requiring the leave is an emergency. If an emergency situation arises, the employee may claim personal leave immediately. However, personal leave days cannot be used to extend an employee's vacation, holiday, or other non-student day unless approved by the Superintendent. While the District will be neither arbitrary nor capricious, it shall maintain the right to deny use of personal leave if more than one employee in the same department requests said leave on the same day, or if the District cannot accommodate the request. Personal leave days do not carry over to the next year as personal days, but will be added to sick leave accumulation. Bus drivers shall be compensated for all regularly scheduled daily work when a personal day is used as described in Section 3.1.19.

SECTION 3.3 GENERAL LEAVE - TWELVE (12) MONTH EMPLOYEES

3.3.1 LENGTH OF LEAVE - Any twelve (12) month employee shall be entitled to apply for a leave of absence for a minimum of six (6) months or a maximum of twelve (12) calendar months.

3.3.2 RIGHT TO RETURN - A member taking such leave shall be entitled to return to a position in the school District.

3.3.3 BENEFITS DURING LEAVE - Such member shall receive no salary or fringe benefits during the leave.

3.3.4 ELIGIBILITY FOR HEALTH INSURANCE - The member will be permitted to remain covered under the District's health insurance coverage, however, the full cost of such coverage shall be paid for by the member with no District contribution whatsoever.

3.3.5 PRIOR NOTIFICATION FOR LEAVE - A twelve (12) month employee making application for general leave of absence will do so in writing at least ninety (90) days prior to the date that the leave is to begin. The application shall include the beginning and termination dates of such leave.

3.3.6 NOTIFICATION OF RETURN - The employee must contact the Superintendent in writing, not later than ninety (90) days prior to the ending period of such leave concerning his/her plans upon return. Unless an extension is requested and granted, or the employee signifies his/her intention to return to service at the expiration of the leave, the Board shall be entitled to terminate the employee's service with the District.

3.3.7 BOARD DISCRETION - The Board in its complete discretion shall approve or reject the leave of absence within thirty (30) calendar days of such application. The rejection of such leave shall not be subject to the grievance procedure and the granting of said leave shall not establish a custom, practice or precedent for future applicants.

SECTION 3.4 - GENERAL LEAVE - TEN (10) AND ELEVEN (11) MONTH EMPLOYEES

3.4.1 LENGTH OF LEAVE - Any member shall be entitled to apply for leave of absence for a minimum of one half (1/2) a school year for a maximum of one (1) full school year.

3.4.2 RIGHT TO RETURN - A member taking such leave shall be entitled to return to the classification from which the member is on leave from in the school district.

3.4.3 BENEFITS DURING LEAVE - Such member shall receive no salary or fringe benefits during the leave.

3.4.4 ELIGIBILITY FOR HEALTH INSURANCE - The member will be permitted to remain covered under the District's health insurance coverage, however, the full cost of such coverage shall be paid for by the member with no District contribution whatsoever.

3.4.5 PRIOR NOTIFICATION FOR LEAVE - A member making application for general leave of absence must do so in writing by October 1, or by March 1, of the school semester preceding the requested leave of absence. The application will include the beginning and termination dates of such leave.

3.4.6 NOTIFICATION OF RETURN - The member must contact the Superintendent, in writing, not later than ninety (90) days prior to the end of the semester, such leave is to expire (November 1 or April 1) concerning his/her plans for the next school semester. Unless an extension is requested and granted, or the member signifies his/her intention to return to service at the expiration of the leave, the Board shall be entitled to terminate the employee's service with the District.

3.4.7 BOARD DISCRETION - The Board of Education shall have complete discretion as to whether to approve or reject the leave of absence within thirty (30) calendar days of such application. The rejection of such leave shall not be subject to the grievance procedure and the granting of said leave shall not establish a custom, practice or precedent for future applicants.

SECTION 3.5 ASSOCIATION LEAVE TIME

3.5.1 ASSOCIATION LEAVE TIME - ALLOTMENT - A total of sixteen (16) hours per school fiscal year shall be allocated to an Association Officer (President, Vice President, Secretary, Treasurer, or Steward) or their designee(s) to attend special meetings, conventions and seminars or any other functions or activities sponsored by the

Association or the state-wide organization with prior notification to the Superintendent without loss of pay. If the Association determines that more than the sixteen (16) hours are necessary for leave, said additional hours will only be granted as unpaid hours or with the reimbursement by the Association to the District for any and all salary costs incurred for hours in excess of sixteen (16) hours per school fiscal year. Association leave time not used may accrue to a maximum of forty (40) hours. The Association Officer or their designee must provide the Superintendent with a minimum of ten (10) working days notice of intent to use Association Leave Time unless the need for such time arises under emergency conditions.

3.5.2 ASSOCIATION GRIEVANCE PROCESS TIME - One (1) employee representative shall be granted reasonable time to investigate and process grievances with no loss of pay, not to exceed one (1) hour per week. As much as possible, such investigation should take place outside the regular working hours.

SECTION 3.6 PUBLIC OBLIGATIONS AND SERVICES - JURY DUTY/TESTIFYING

Members shall be entitled to leave with full pay for service on a jury or for testifying in a court regarding a school related matter. A member taking such leave shall reimburse the School District for any fees that he/she receives as a juror, excluding transportation fees and meal fees. Such leave shall not be charged against sick leave or personal leave or vacation. Such leave is not available to 10-month employees not on the payroll during the summer months.

SECTION 3.7 MILITARY LEAVE

Military leave should be granted in accordance with New York State Military Law Section 243.

SECTION 3.8 CHILD-REARING LEAVE

3.8.1 PRIOR NOTIFICATION - A member wishing to utilize a child-rearing leave shall notify the Superintendent as early as possible, but no less than sixty (60) days prior to the start of such leave. This 60 day notification period may be waived by the Superintendent.

3.8.2 BEGINNING DATE AND LENGTH OF LEAVE – Child rearing leave shall begin following the last day of disability after the birth of the child for the mother. In the case of the father taking child-rearing leave; the leave must commence no later than two months following the birth of the child. The period of leave is limited to six (6) months, or until the end of the school year, whichever is longer.

3.8.3 ADOPTIVE LEAVE BEGINNING DATE - In the event the leave is for an adopted child, written notice will be given to the Superintendent upon acceptance as an adoptive parent. Upon receipt of the child, a second written notification will be given to the Superintendent stating when the leave will start.

3.8.4 EFFECT ON PROBATIONARY PERIOD - If a child rearing leave is granted before the end of the probationary period, the unit member must complete the unexpired portion of the probationary period satisfactorily upon return from leave before being entitled to permanent civil service status.

3.8.5 RIGHT TO RETURN - A member taking a child-rearing leave shall be entitled to return to a position in the Clymer Central School District comparable to the one the member held prior to going on leave. The termination date of the leave shall be agreed upon between the member and the Superintendent at the time the leave is requested.

3.8.6 SALARY DURING LEAVE - No salary will be paid to the member during this leave. However, the member's health insurance shall continue as provided by the Family and Medical Leave Act. When such FMLA benefits cease, the member may continue health insurance coverage at his or her own expense. No other benefits or accruals will be awarded the member during such leave.

SECTION 3.9 VACATION

3.9.1 VACATION - ALLOTMENT - Only full time twelve (12) month employees shall qualify for paid vacations according to the following schedule:

- A. After one (1) full year of service – five (5) days annually
- B. After three (3) full years of service – ten (10) days annually
- C. After eight (8) full years of service – fifteen (15) days annually
- D. After fifteen (15) full years of service – seventeen (17) days annually
- E. After eighteen (18) full years of service – twenty (20) days annually

Service time shall be computed as one (1) year from the anniversary date of employment within the District. All such time should be continuous service within the District. Vacation time should be arranged with the immediate supervisor and is subject to approval by the Superintendent. Should an employee tender a notice of intent to retire, such employee may not use vacation during the week prior to the date of retirement without Superintendent's approval. Should the employee retire with unused vacation, such vacation shall be paid to the employee in his or her final pay.

SECTION 3.10 PAID HOLIDAYS

Only full time twelve (12) month employees shall qualify for paid holidays according to the following schedule: New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Christmas Day, plus four (4) floating holidays. Floating holidays must be arranged with the immediate supervisor and are subject to the approval of the Superintendent.

SECTION 3.11 SCHOOL CLOSING DAYS

On days when school is closed for emergency purposes (snow, water, electricity, heat, etc.) personnel not required to work shall be paid for their regular hours without charge to sick, personal or vacation leaves. Bus drivers shall be compensated for all regularly scheduled daily work when a personal day is used as described in Section 3.1.19.

Supervisors are required to report as soon as it is safe for them to do so. After completing any necessary work they can report to the Superintendent or designee for permission to leave before their shift is over.

When it is necessary to complete work, the supervisors may call in the personnel they need without any additional compensation. Supervisors and other personnel that work on emergency days will be compensated for a full days work even though they may work less hours.

In the event special events are cancelled by the District, any employee scheduled to work such activities will not be compensated for the cancelled hours. This includes extra curricular bus runs.

SECTION 3.12 – PERFECT ATTENDANCE AWARD

Each employee with perfect attendance during a quarter will receive a monetary award of \$125.00. Perfect attendance is defined as being present each work day of the quarter, except for personal days, vacation days and days off for bereavement. Quarters will be defined as September through November, December through February, March through May, and June through August. Ten-month employees will be eligible for this award in the September through November, December through February, and March through May quarters. Twelve month employees will be eligible for this award in all four quarters.

SECTION 3.13 – TEN MONTH EMPLOYEES

Ten-month employees who are hired for work during the summer months do not accrue nor can they use sick leave and personal days during such summer months.

ARTICLE 4 - SENIORITY & PROBATIONARY PERIOD

4.1.1 SENIORITY ACCRUAL - Seniority shall begin with the employee's date of hire by Clymer Central School District.

4.1.2 LOSS OF SENIORITY - Seniority shall be terminated and an employee will be considered to have abandoned his/her employment and the employee shall be removed from the seniority list for the following reasons:

1. If the employee quits.

2. If the employee is discharged and the discharge is not reversed through the grievance process of the Agreement or a judicial procedure.
3. If the employee is absent for three (3) consecutive working days without notifying the District and fails to give satisfactory explanations for the absence and lack of notice to the Superintendent.
4. If the employee fails to report to work when recalled from layoff.
5. If the employee is on layoff for a period exceeding twelve (12) months.

4.1.3 PROBATIONARY PERIOD - New employees from outside the unit shall serve a probationary period for the first one hundred eighty (180) days. After this period they shall attain seniority status. Teacher Assistants shall serve a probationary period and receive tenure according to NYS regulations and laws.

4.1.4 EXTENSION OF PROBATIONARY PERIOD - The probationary status may be extended up to a maximum of thirty (30) calendar days upon mutual consent of the employee, Association, and the Superintendent.

ARTICLE 5 - GRIEVANCE PROCEDURE

5.1.1 DEFINITION - A grievance is a claim by an employee that a specific provision of this Agreement has been violated.

5.1.2 STAGE 1 - Grievant shall first discuss the matter with a duly-designated representative of the Superintendent who is not a member of the bargaining unit, with the objective of resolving the matter informally. If a resolution cannot be reached at this informal level, the Grievant shall reduce his/her grievance to writing at Stage 2, on a mutually agreed upon form (attached hereto as Appendix A).

5.1.3 STAGE 2 - The written grievance shall be submitted on Appendix A, a duly-designated representative of the Superintendent who is not a member of the bargaining unit. The Superintendent's representative shall schedule a meeting within five (5) working days with the grievant. The grievant shall present the reasons and justification in support of his/her grievance. The Superintendent's representative shall respond in writing within five (5) working days following the meeting.

5.1.4 STAGE 3 - If the grievant is not satisfied with the written decision of the Superintendent's representative and wishes to proceed further under the grievance procedure, the grievant shall, within five (5) working days from when the Superintendent's representative rendered the decision or should have rendered the decision, whichever occurs first, submit a copy of the grievance to the Superintendent. The Superintendent shall hold a meeting with the grievant within five (5) working days after receiving the grievance. The superintendent shall provide a written response to the grievance within five (5) working days of the meeting.

5.1.5 STAGE 4 - If the Grievant is not satisfied with the written decision of the Superintendent and wishes to proceed further under the grievance procedure, the Grievant

shall, within five (5) working days from when the Superintendent rendered a decision or should have rendered a decision, whichever occurs first, submit a copy of the grievance to the President of the Board of Education. The Board shall hear the grievance at the next regular Board meeting. The Board shall render its decision in writing within ten (10) working days after the hearing.

5.1.6 ARBITRATION - If the grievance is not resolved by the Board's written response and the Association determines that the grievance is arbitrable, it must submit a written grievance within fifteen (15) working days of the Board's written response to arbitration in accordance with the voluntary Labor Arbitration Rules of the Public Employment Relations Board (PERB). The District and the Association may, on mutual agreement, meet at any time prior to the arbitration hearing, for the purpose of informally clarifying the issues and additional attempts to resolve the grievance.

5.1.7 ARBITRATOR'S AUTHORITY - The arbitrator shall have no power or authority to render an award which is explicitly or by implication contrary to, inconsistent with, or which adds to, detracts from, or modifies any express terms of the written Agreement. The arbitrator's award shall be final and binding on the District and the Association and all parties in interest.

5.1.8 TIME LIMIT FOR DECISION - The arbitrator shall render his/her decision, in writing, within thirty (30) days of the close of the hearing.

5.1.9 COSTS - The cost of the arbitrator's services, including his/her per diem expenses, and actual and necessary travel and subsistence expenses, will be shared equally by the District and the Association.

SECTION 5.2 TIMELINES

5.2.1 INITIAL FILING - No grievance will be entertained and such grievance shall be deemed waived unless grievance is presented as stated in 5.1.2 within twenty (20) working days after the grievant knew or should have known of the act or condition giving rise to the grievance.

5.2.2 APPEAL - If a decision at any step is not appealed to the next step of the procedure, within the timeline's time limit specified, the grievance will be deemed discontinued and further appeal under this grievance procedure will be barred.

SECTION 5.3 CHOICE OF FORUM

5.3.1 ARBITRATION WAIVES OTHER FORUM - If a grievance is submitted to arbitration, such submission shall constitute a choice of forum by the grievant and the Association. It constitutes a waiver and a bar to any and all rights the grievant or the Association has or may have had to submit the subject of the grievance for resolution or review to any judicial or other administrative agency.

5.3.2 OTHER FORUM WAIVES ARBITRATION - If an employee or the Association submits an issue in a judicial or administrative forum for resolution or review of an issue which might also constitute an alleged violation of the Agreement, both the employee and the Association waive their right to submit said issue to arbitration.

ARTICLE 6 - WORKING CONDITIONS

SECTION 6.1 OVERTIME

6.1.1 All hours worked in excess of forty (40) hours per week shall be considered overtime and shall be paid at the rate of time and one-half the member's regular rate of pay. "Time Worked" shall not include any hours taken by the employee as sick leave, personal leave, vacation leave, bereavement leave, leave without pay, or holidays. All overtime hours and hours worked in excess of the regularly scheduled hours must be authorized and approved by the Superintendent or his/her designee prior to such hours being considered overtime hours worked. Their hours must be recorded on Blue Cards until such time as management devises another system.

6.1.2 Employees who are scheduled to be compensated for days when school is closed due to teacher in-service days, parent/teacher conferences, etc., said employees can be required to report for duty if directed by the District without additional compensation.

6.1.3 Building checkers, on days when no one is scheduled to work, will be compensated for 1 hr at the rate of time and a half (1.5). Additional hours may be approved by the Supervisor in accordance with 6.1.1.

SECTION 6.2 LUNCH

All members working more than six (6) hours shall be given a duty-free unpaid lunch period of at least thirty (30) minutes per day. The scheduling of this lunch period shall be at the discretion of the employee's supervisor. All lunches shall be unpaid. Only cafeteria workers are entitled to lunch provided by the district.

SECTION 6.3 CALL-IN TIME

If a member is required to return to a work site after or before their normal work hours by their supervisor, he or she shall be paid for time actually worked at their regular hourly rate or the equivalent of two hours at minimum wage, whichever is higher, unless it is overtime, in which case he or she shall be paid at time and a half of his or her regular hourly rate. Any employee that is called in will be guaranteed at least one hour.

SECTION 6.4 TIME CLOCKS

District installed time clocks or an equivalent will be used by all members of the unit. These employees are required to personally punch their own time cards at the start and at the end of their work period. The time clocks will be placed in various work site

locations for the employees (e.g. cafeteria workers, in cafeteria). When time clocks are not available (e.g. bus drivers), the employee may write their actual time on the cards.

SECTION 6.5 FULL-TIME EMPLOYEES

6.5.1 DEFINITION OF FULL TIME EMPLOYEE - Full-time employees shall be defined for purposes of this Agreement as employees who are regularly scheduled and actually do physically work thirty-five (35) hours per week throughout the entire school year of July 1 through June 30 of each and every school year.

6.5.2 RETIREMENT - For purposes of the retirement system only and not for any other fringe benefits, any employee working six (6) hours per day and thirty (30) hours per week shall be considered as full-time.

SECTION 6.6 JOB POSTING

When the administration determines that a permanent job vacancy exists within the unit, it shall be posted internally for four (4) days for the purpose of filling the position.

SECTION 6.7 BREAK TIME

Employees shall be entitled to a paid break of fifteen (15) minutes during the first four (4) hours of employment and an additional paid break of fifteen (15) minutes if they work seven (7) hours or more.

SECTION 6.8 IN-SERVICE DAYS

The Association may annually request a joint Administration-Association meeting to allow for Association input on in-service training for the following year. The Association recognizes that mandated training takes precedence over optional training suggested by the Association. The District will endeavor to include such optional training in the annual in-service program to meet the needs of unit members.

ARTICLE 7 - LAYOFF, RECALL, AND TRANSFERS

SECTION 7.1 - LAYOFFS AND RECALL

7.1.1 REDUCTIONS IN FORCE - The reductions in force in this District will take place as follows:

- A. Least senior employees shall be reduced first within classifications.
- B. Laid off employees shall retain recall rights for twelve (12) months.
- C. Recall shall be based upon seniority in the reverse order of layoff.

7.1.2 CONSIDERATION FOR OTHER VACANCIES - Laid off employees shall receive consideration for vacancies in other classifications for which they apply. The final decision on this matter shall be at the Superintendent's discretion.

SECTION 7.2 TRANSFERS

7.2.1 VOLUNTARY TRANSFERS - Employees desiring to permanently transfer to other jobs shall submit a written application to their immediate supervisor, stating the reason for the requested transfer. Employees transferring voluntarily shall be placed on the same step of the range of the new position according to Appendix A & B. Supervisors shall begin on step 1 of the range for supervisors regardless of years of experience in other positions in the district. The Superintendent may place a person on a higher step without setting practice or precedent and this decision shall not be grievable.

7.2.2 INVOLUNTARY TRANSFERS - In the event of an involuntary permanent transfer, the District shall, if possible, give ten (10) calendar days written notice of such transfer to the employee involved prior to the effective date of such transfer. The District agrees to meet with the employee affected by the involuntary permanent transfer to discuss the transfer with the employee if the employee requests a meeting. Employees so transferred shall suffer no loss of pay.

ARTICLE 8 - DISCHARGE AND DISCIPLINE

8.1.1 REPLACEMENT OF CIVIL SERVICE LAW SECTION 75 RIGHTS - The purpose of this section is to serve as a replacement for the procedures and competitive rights which are, or may be, afforded to unit employees by sections 75 and 76 of the New York State Civil Service Law including any amendment of, or replacement for such sections. The sole and exclusive recourse which employees shall have with respect to any discipline, including dismissal, shall be to the Grievance Procedure as set forth in Article 5 of this Agreement. Any disciplinary action as defined in subsection 8.1.3 below imposed upon a competitive class employee (and those non- competitive class employees specified in subsections 8.1.7 and 8.1.8 below) may be processed as a grievance through the regular grievance procedure, including the arbitration step, if applicable.

8.1.2 JUST CAUSE - Employees who have completed their probationary period with the District shall not be disciplined or discharged without just cause supported by substantial evidence.

8.1.3 DISCIPLINARY ACTIONS - Disciplinary action shall include:

1. Suspension without pay
2. Discharge
3. Demotion and/or reduction in salary

8.1.4 NON-DISCIPLINARY ACTIONS - Disciplinary action shall not include:

1. Oral reprimand (documented by written memo)
2. Written reprimand

8.1.5 RIGHT TO WRITTEN NOTIFICATION - When discipline, including dismissal, is to be imposed on an employee, a written statement, (or a confirming memorandum, if the discipline is an oral reprimand) must be issued which clearly describes the impending discipline along with a statement of the penalty imposed, which shall be provided to the employee and the Union President.

8.1.6 UNION REPRESENTATION - Employees who are to be disciplined shall be entitled to have union representation, if so requested, and such discipline shall be administered in private.

8.1.7 NON-COMPETITIVE RIGHTS - 5 YEARS SERVICE - Non-competitive employees who, since last entry into service, have completed at least five (5) years of continuous service (as noted within an amendment of Civil Service Law, 75, Subd. 1 (c), effective July 1, 1988), shall fall under the sole and exclusive procedures and remedies noted for disciplinary and discharge matters specified above.

8.1.8 NON-COMPETITIVE RIGHTS - LESS THAN 5 YEARS OF SERVICE - Other non-competitive employees who are also covered under this Agreement (but are not under the protection afforded them by Civil Service Law, section 75 and 76), in disputes relative to the discharge and discipline for just cause supported by substantial evidence, shall have access for resolution of such disputes to the Grievance Procedure as set forth in Article 5, up to and including Stage 3 only. Section 5.1.5, the arbitration stage of the Grievance Procedure dealing with arbitration shall not apply.

ARTICLE 9 - BUS DRIVERS

9.1.0 DRIVERS -The Association recognizes that qualified bus drivers from outside the unit and members of the staff of Clymer Central School, may drive a Clymer Central School bus as substitutes or on non-school trips. Unit members will be assigned all trips except trips to Future Farmers of America events when the agriculture teacher can transport if he is licensed to drive a school bus. Further, a qualified teacher or coach may transport up to seven (7) passengers or less, as an occasional driver, without an additional unit member riding along. Finally, the Clymer Central School District reserves the right to hire a charter carrier for long trips if the cost of such charter carrier is paid by the students or another non-district entity.

9.1.1 PAYMENT FOR REQUIRED TRAINING - Bus Drivers shall be paid the amount established in the schedule for extra trips per hour for all required training and required programs needed to maintain their required licenses.

9.1.2 REIMBURSEMENT

- A. The District agrees to reimburse bus drivers for meal expenses while away on school business.

The bus driver shall be entitled to reimbursement up to the maximum limits set forth below provided a valid receipt accompanies the voucher request for reimbursement.

Breakfast \$5.00

Lunch \$7.00

Dinner \$12.00

- B. When a bus driver is assigned or accepts a bus trip out of District which will require the bus driver to incur expenses related to the operation of the bus (i.e.; fuel, tolls), the District shall either provide the driver with a cash advance to cover such expenses, or provide the driver with a fuel credit card and an EZ Pass to pay for such expenses. Upon return, the driver shall return the unused portion of cash, the fuel card and the EZ Pass, whichever form of payment was used, along with valid receipts for incurred expenses. No receipts will be required when an EZ Pass is used to pay tolls.

Should the driver incur expense beyond the amount of the cash advance, the driver shall be reimbursed upon submission of a valid receipt.

SECTION 9.2 - ALCOHOL AND DRUG TESTING -BUS DRIVERS

Although new federal regulations require drug and alcohol testing of certain employees, the Public Employees' Fair Employment Act requires the Clymer Central School District and the Clymer Education Support Personnel (CESP) to negotiate the impact of the new federal requirements. The Clymer Central School District and the CESP agree to the following alcohol and drug testing protocols.

9.2.1. TESTS FOR DRUGS AND ALCOHOL

A. General. The Clymer Central School District shall test employees for drug and alcohol use in accordance with the Federal Highway Administration regulations, 49 CFR Parts 40, 382, 391, 392, 395, that pertain to employees who operate commercial motor vehicles and are required to have a commercial drivers license pursuant to 49 CFR Part 383. The program and its procedures shall be implemented for Clymer Central School District employees effective January 1, 1995. All costs for conducting actual drug tests shall be borne by the District, (except for wages which are dealt with elsewhere in this Agreement).

B. Random Testing. The Clymer Central School District shall select a qualified consultant to identify employees for random drug and/or alcohol testing in accordance with the Federal regulations. The Clymer Central School District, upon request, shall provide the CESP with a list of employees selected for testing, so that the CESP may check the "randomness" of selection. Issue of randomness is not subject to grievance and arbitration procedures.

C. Reasonable Suspicion Testing. The Clymer Central School District has the right to test an employee in the event it has a reasonable suspicion that an employee may be under the influence of drugs or alcohol, or may have engaged in prohibited use of drugs or alcohol.

If discipline action is probable, the Clymer Central School District supervisor will exercise every attempt to inform the employee of his/her right to consult with legal counselor a representative of CESP. However, failure to inform the employee, or to actually provide legal counsel, will not preclude the Clymer Central School District from taking appropriate disciplinary action nor shall such failure subject Clymer Central School District to a grievance or arbitration and is specifically non-arbitrable. The employee may consult with legal counselor or a CESP representative, but this privilege shall not cause a delay in the testing process, nor shall the failure to exercise this privilege invalidate test results or preclude discipline based on test results. The failure to obtain counselor representation shall not be grievable or arbitrable.

D. Post-Accident Testing. When a post-accident test is required, the employee may consult with legal counselor or a CESP representative, but this privilege shall not cause a delay in the testing process, nor shall the failure to exercise this privilege invalidate test results or preclude discipline based on test results. The failure to obtain counselor representation shall not be grievable or arbitrable.

9.2.2 TESTING PROCEDURES - If a test result of the primary specimen is positive, the Clymer Central School District shall request that a qualified medical review officer direct that the split specimen be tested in accordance with the procedures set forth in 49 CFR Part 40, sections 40.25 (f) (10) (ii), 40.29 (b) (2) (3), and 40.33 (f).

9.2.3 PAYMENT OF WAGES - To the extent required by the current Collective Bargaining Agreement and the Fair Labor Standards Act, the Clymer Central School District shall pay the employee for the time required to comply with random drug and alcohol testing, only, but not follow-up testing, including providing a breath sample, a urine sample, and/or travel time to and from the test site.

If subsequent testing indicates an error in initial testing, the employee shall be held harmless for and paid for any and all follow-up testing that results from an initial error in testing of said employee.

9.2.4 CALL-IN PROCEDURE - At the time an employee is called to report to duty, for overtime duty or at other than his/her usual start time, the employee shall acknowledge the use of any alcohol or any drug or other substance, which might impair the employee's ability to perform job duties. In such cases the employee will not be required to report to work. This section, however, shall not in any manner reduce, eliminate or otherwise affect any existing duty of employees to be reasonably available and capable of reporting to work without any drug or alcohol impairment.

9.2.5 EVALUATION AND TREATMENT - Any costs involving an initial evaluation by the substance abuse professional, selected by the Clymer Central School District, shall be borne by the Clymer Central School District. All follow-up testing directed by the substance abuse professional shall be paid for by the employee and will be on the employee's time. The expense of such follow-up testing may be submitted to insurance providers if the employee so chooses. This in no way is a guarantee by the Clymer Central School District that such claim will be paid by the insurance providers.

Unless the employee is terminated, an unpaid leave of absence will be allowed for follow-up testing and treatment if directed by the substance abuse professional on an in-patient or out-patient basis, provided that the employee may use accumulated sick leave, vacation and/or personal time in accordance with the current Collective Bargaining Agreement. This provision shall in no way preclude the right of the Clymer Central School District to impose discipline, up to and including dismissal, against the employee pursuant to the District's existing disciplinary authority. Nothing herein shall be construed to diminish any rights which may apply under the Family Medical Leave Act or other relevant laws, nor shall granting of such time off be considered a recognition of American with Disabilities Act status of such employee by the Clymer Central School District.

Reinstatement to the employee's position if available or an equivalent position if available may only occur upon certification that the employee has satisfactorily completed a rehabilitation program and the program recommends return to regular assignment. Department heads shall retain the right to assign and manage personnel in accordance with the Civil Service Law and the Collective Bargaining Agreement.

9.2.6 PREVIOUS POLICIES AND PROCEDURES - In the event of a conflict the federal regulations and this article of the Agreement shall supersede previous policies and procedures pertaining to drug and alcohol.

9.2.7 COPIES OF AGREEMENT - The Clymer Central School District shall provide each affected employee with a copy of this article of the Agreement. Non-compliance with this provision shall in no way affect the Clymer Central School District's rights and obligation to comply with and enforce the law.

9.2.8 RECORD KEEPING - The information, interviews, reports, statements, memoranda, and all records of all referrals, screening and confirming tests shall be available only to authorized District employees and agents, and shall be held confidential with the following two exceptions:

- a) as required for compliance with state or federal regulations;
- b) as required for disciplinary proceedings.

In all cases, the District shall authorize access to the aforementioned information only to those employees for whom such knowledge is essential to their job responsibilities or to comply with legal requirements of federal or state regulations.

9.2.9 IN-SERVICE TRAINING - Each year the District will provide a comprehensive in-service program for all safety sensitive employees on drug and alcohol prevention; regulations, testing procedures, policies, etc.

9.2.10 SEVERABILITY - If any provision of this article of the Agreement conflicts with a statutory or regulatory provision or is declared inoperative by a court of competent jurisdiction, the remaining provisions of this article of the Agreement shall remain in full force. The parties shall thereafter meet within ninety (90) days to re-negotiate said negated clause.

ARTICLE 10 - SALARIES

10.1.1 BASE SALARIES- Salaries will be based on the salary schedule in Appendix A & B using the corresponding steps for each specific position. Employees will be placed on the appropriate step of the new salary schedule for their specific position. They shall move up one step each year of the agreement until they reach the top step for their specific position.

All “off-step” employees for the 2011-2012 school year will receive \$.35 per hr. in retro pay.

10.1.2 EXTRA BUS RUNS FOR EACH YEAR

Extra bus runs will be compensated at the driver’s pay rate for actual driving time. Any wait time will be compensated at the rate of \$10.20. The district reserves the right to assign extra runs. As allowed under the Fair Labor Standards Act, time spent waiting and not actually performing any duties is not counted in determining eligibility for overtime pay.

10.1.3 PAY PERIODS – Except for the final pay of the school year, paychecks will be issued on the same schedule as the teachers.

10.1.4 CATERING - All catering shall be paid at an hourly rate of nine dollars (\$9.80) per hour or the employee’s regular hourly rate, whichever is higher, and jobs awarded by

seniority on a rotating basis. A voluntary list will be established by September 20 of each year based on seniority with the most senior employee willing to accept catering assignments listed first. Assignments will be offered to all persons in the order of their seniority on the list. For example, if four (4) persons are on the list, the first assignment is offered to the most senior employee, if the most senior accepts, the second assignment is offered to the second most senior employee, if not accepted by the second most senior employee, then it is offered to the third person on the list, etc.

10.1.5 NIGHT SHIFT -Each full-time and part-time cleaner, custodial or maintenance employee who regularly is assigned to work a night shift shall be paid fifty-five cents (\$.55) per hour, in addition to the employee's regular hourly rate for each day including benefit days.

Night shift shall mean any shift that has a majority of its hours occurring between 3:30 P.M. and 6:00 A.M. Night shift employees temporarily assigned to day shift during any school recess periods except Easter, summer, and Christmas breaks, shall be paid the fifty-five cent (\$.55) differential.

Second and third shift custodians, maintenance persons and cleaners who are requested by the District to substitute during a day shift shall receive the fifty-five cent (\$.55) differential.

10.1.6 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 for two (2) or more hours in one day, the employee shall be paid his or her hourly rate plus an additional \$2.20 per hour. A teacher aid assigned clerical duties is exempt from this provision.

10.1.7 DEGREE COMPENSATION

Any teaching assistant who has an Associates Degree from a higher education institution recognized by NYSED as granting qualifying credits in order to maintain or advance in certification requirement shall receive an annual stipend of \$755.00 paid in the last paycheck of the year. Any teaching assistant who has a Bachelors Degree from a higher education institution recognized by NYSED as granting qualifying credits in order to maintain or advance in certification requirement shall receive an annual stipend of \$1410.00 paid in the last paycheck of the year. Any teaching assistant who is not on the payroll for the last paycheck of the year shall not qualify for this stipend.

10.1.8 SUMMER SCHOOL PAY

Teacher Assistants working during summer school shall be paid \$15.25 per hour effective July 1, 2010. Teacher Aides working during summer school shall be paid \$10.00 per hr. effective July 1, 2012.

ARTICLE 11 - HEALTH INSURANCE

11.1.1 HEALTH INSURANCE COVERAGE AND CO-PAYS

Employees must work thirty-five (35) hours per week to be eligible for medical insurance. Full time bus drivers assigned to a regular run (at least 3 hours/day) may receive health insurance as well.

11.1.2 CO PAYS - All eligible unit members may obtain health insurance under the Chautauqua County School District Medical Health Plan. There will be a choice of:

1. Point of Service Plan (POS)

District – 88%

Employee – 12%

Prescription Card - \$7 Generic \$15 Brand Name Co pays – District 90%/Employee 10%.

Optical B – District 90% - Employee 10%

Dental – District 90% - Employee 10%

2. Preferred Provider Organization Plan (PPO)

District – 88%

Employee – 12%

Prescription Card - \$7 Generic \$15 Brand Name Co pays – District 90%/Employee 10%.

Optical B – District 90% - Employee 10%

Dental – District 90% - Employee 10%

3. Traditional Plan

District - 88%

Employee - 12%

Prescription Card - \$5 Generic \$10 Brand Name Co pays No Rollback– District 90%/Employee 10%.

Optical B – District 90% - Employee 10%

Dental – District 90% - Employee 10%

11.1.3 CHANGE IN CARRIER - The District reserves the right to change health insurance carriers at any time, provided coverage is at least comparable to the current coverage.

ARTICLE 12 - HEALTH INSURANCE BUYOUT

12.1.1 WAIVER PAYMENT – Any unit member who opts not to participate in the District’s health plan (Medical, Major Medical, Prescription Drug) shall receive one thousand dollars (\$1000), provided that the unit member would not be eligible for coverage under another district employee’s coverage. The member will have the option of receiving the one thousand dollars (\$1000.) in their last paycheck of the school year with all appropriate taxes being deducted or having the one thousand dollars (\$1000)

deposited as a lump sum into their 125 flexible spending account October 1st of the following school year. The unit member shall have the right to re-enter the District plan if a change in status eliminates coverage from another plan (the member must make application within thirty (30) days of the family status change to be eligible) at anytime during the year but would not receive a prorated portion of the one thousand dollars (\$1000) for the part of the school year they are in the District plan, subject to the conditions of the plan.

12.1.2 ACTIVE EMPLOYEES ONLY - This offer is available for active employees only. Upon retirement the active employee will have the right to reconsider participating in the Clymer Central School District's Health Insurance Plan or opting out for good.

ARTICLE 13 RETIREMENT BENEFIT - ACCUMULATED SICK LEAVE

13.1.1 ELIGIBILITY FOR HEALTH INSURANCE AT RETIREMENT – For unit members eligible to retire under the rules of the New York State Retirement System and with 15 or more years of service with the Clymer Central School, the district will pay 80% of the premium for a single person and 60% of the premium for a 2 person PPO or other similar managed care option, for 10 years (ending June 30th of the 10th year). ~~Furthermore, up to 200 days of accumulated sick leave may be used to purchase another policy available from our provider, purchase insurance beyond the 10 year period, pay the employee's portion of the benefit during the 10 years of district contribution or be paid out to the employee in annual amounts not to exceed \$6000 until the monies are exhausted.~~ Furthermore, up to 200 days of the employee's accumulated sick leave shall be used by the District to calculate the employee's sick day benefit. This provision will constitute a "non-elective distribution" and the said dollar value will be paid by the District to either (a) each retiring employee's 403B account or (b) an account maintained by the District for use in paying health insurance premiums through its group plan applicable to members of the negotiating unit, subject to the applicable rule of the District's health insurance carrier. ~~The calculation used to determine the sick day benefit amount is the employee's final average salary (FAS) as determined by the NYS Retirement System (less any Tier 1 sick day additions) multiplied by .3.~~ The dollar value of unused accumulated sick leave shall be calculated by multiplying the employee's daily rate for any consecutive three year period selected by the employee by three-tenths (.3) of the number of unused accumulated sick leave.

ARTICLE 14 - FLEXIBLE BENEFIT PLAN

The District shall provide a full 125 Flexible Benefit Plan to include the following:

- A) The administrator will be selected by the District.
- B) The Plan Document shall include:
 1. Insurance premiums Part A.
 2. Unreimbursed medical Part B with \$3,000 limit.
 3. Dependent Care Part C.

4. Disability Insurance program funded only by employee contributions, effective with the 2000-01 plan year.
- C) Any funds remaining in the member's account as of the end of the year shall revert to the District.
- D) The Association and the District agree to share the cost of the administrative fee equally. No charge will be made for premium conversion only.
- E) If the federal law establishing 125 Flexible Benefit Plans is eliminated, the parties agree to bargain the impact Part A Insurance Premiums.

ARTICLE 15 – DURATION OF AGREEMENT

This Agreement shall be effective July 1, 2011, except as where otherwise indicated, and shall terminate on June 30, 2016.

ARTICLE 16 – MISCELLANEOUS

16.1 JOB DUTIES - A statement of the employee's duties and responsibilities for the various positions covered by this Agreement shall be available from the employee's immediate supervisor. Copies shall be sent to the Association President, and if relevant, to the teacher in whose classroom the unit member is working. Any changes in the statement of duties shall be effective immediately, with the Union and, if applicable, the teacher receiving copies no later than ten (10) working days from the date of the change. In addition, the employee's supervisor shall provide each employee in writing the specific assignment and/or location where the employee shall work annually.

16.2 CAFETERIA DUTY - Whenever possible, considering logistics, training, and funding sources, the District will rotate assignment of cafeteria duty.

16.3 JOB PERFORMANCE REVIEW - All discussions with unit members regarding job performance will be held privately unless the employee requests union representation.

16.4 DEPENDENT BENEFIT – School age dependents of CESP members can attend CCS tuition free, provided that they have no previous history of discipline issues in their home district. Clymer Central School reserves the right to revoke this privilege due to disciplinary issues.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by the respective representatives on this _____ day of _____, 2012.

Nancy Westerburg, Board of Education, Pres.

Date

Clymer Central School District

Ginna Newton, President
Clymer Education Support Personnel

Date

APPENDIX B

CESP Step Range by Position

Position	Steps	Typical Hours	Typical # of Days
Bus Driver	20	3	185
Bus Mechanic	15	8	260
Clerk	5	7	200
Custodian	15	8	260
Food Service Cook	6	8	187
Food Service Helper	1	4-5	187
Media Center Assistant	6	8	190
Supervisor	27	8	260
Teacher Aide	1	7	187
Teacher Assistant	7	7	187
Typist	5	8	211
Utility Worker	4	8	260
Health Assistant	4	7.5	187

Note:

Teacher Aide (Attendance Aide) @ 7.5 hrs.

Food Service Supervisor @ 190 days

Typist, Part Time @ 187 days

APPENDIX C

STAGE 2

GRIEVANCE FORM

NOTE: PREPARE TWO (2) COPIES, KEEP ONE (1) AND SUBMIT ONE (1) TO YOUR IMMEDIATE SUPERVISOR.

(1) Name of the aggrieved party: _____

Position of aggrieved party: _____

(2) Sections(s) of the Agreement claimed to have been violated:

(3) Date on which grievance is claimed to have occurred:

(4) Date on which the oral grievance was presented to the immediate supervisor:

(5) Describe briefly the facts of the occurrence which you are grieving including time, place and name of persons involved:

(6) What do you want the District to do to correct the situation?

Signature: _____ Date: _____

If there is more than one (1) grievant, each must sign here or on an attached sheet and also print or type his name and position and the date on which the grievance occurred.