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CONTRACT

between

**CHURCHVILLE-CHILI CENTRAL
SCHOOL DISTRICT**

and

**CHURCHVILLE-CHILI
PROFESSIONAL ASSOCIATION**

JULY 1, 2003 through JUNE 30, 2008

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NYS PUBLIC EMPLOYMENT
RELATIONS BOARD

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AGREEMENT

Agreement made this 14th day of September, 2025 between the Churchville-Chili Central School District, by the Superintendent of Schools, hereinafter referred to as the District and the Churchville-Chili Professional Association, by its President, hereinafter referred to as the Association.

1. RECOGNITION

A. Pursuant to the Public Employees Fair Employment Law of 1967, as amended, the Churchville-Chili Central School District recognizes the Churchville-Chili Professional Association as the exclusive representative of employees in the following job titles who work twenty (20) or more hours per week on a regular basis.

| CLASSIFIED: COMPETITIVE | |
|--|--|
| Civil Service Title | District/Local Title |
| Account Clerk Typist | Account Clerk Typist |
| Certified Occupational Therapist Assistant | Certified Occupational Therapist Assistant |
| Clerk Typist | Clerk Typist |
| | Receptionist |
| Clerk II w/Typing | Assistant Superintendent's Secretary |
| | Benefits Clerk |
| | Building Principal Secretary |
| | Guidance Secretary |
| | Registrar |
| | Director Secretaries |
| Clerk III w/Typing | Assistant Principal Secretary |
| | Receptionist |
| | Director Secretaries |
| | Building Principal Secretary |
| | Guidance Secretary (All Buildings) |
| Computer Support Assistant | Computer Support Assistant |
| Physical Therapist Assistant | Physical Therapist Assistant |
| Purchasing Clerk | Purchasing Clerk |
| Payroll Clerk | Payroll Clerk |
| Senior Library Clerk | Senior Library Clerk |
| Senior Teacher Aide | Senior Teacher Aide |
| CLASSIFIED: LABOR | |
| School Aide | Attendance Clerk |
| | Greeter/ Hall Monitor |
| | Nurse's Assistant/Health Aide |
| | Teacher Aide |
| UNCLASSIFIED | |

| | |
|--------------------|-------------------------|
| Teaching Assistant | Teaching Assistant |
| | Career Center Assistant |

B. Excluded from the unit are all confidential employees and substitute employees.

C. A full-time employee is one who works thirty-two and one-half (32.5) or more hours per week on a regular basis. A part-time employee is one who works at least twenty (20) hours but less than thirty-two and one-half (32.5) hours per week on a regular basis.

2. DUES DEDUCTION

The Board agrees to deduct monies from the salary of unit members who have authorized the payment of dues and to transmit such monies thus deducted promptly to the Association.

Authorization for such deductions shall be in writing on a form provided by the Association, signed by the individual and placed on file. This authorization shall be considered a permanent authorization for the deduction of Association dues for the duration of the individual's employment in the District subject to New York State Agency Shop Fee Legislation. The authorization shall provide for the fluctuation of the total amount to be deducted in subsequent years because of dues increases or decreases. The Association shall submit a list of members for whom dues shall be deducted and authorization cards for those who do not have cards on file. The Association shall also certify the amount of dues to be deducted for each current fiscal year unless the individual notifies the Board and the Association in writing that they no longer wish dues to be deducted subject to New York State Agency Shop Fee Legislation. The authorization shall provide for the fluctuation of the total amount to be deducted in subsequent years because of dues increases or decreases.

Deductions will commence with the first paycheck of the academic year and shall continue in equal installments coinciding with the remaining pay periods in the fiscal year.

Employees new to the District and those employees currently employed in the District who sign dues deduction authorization cards after the beginning of the school year shall have said dues deducted

from their salaries in equal installments coinciding with the remaining pay periods in the fiscal year commencing with a pay period which falls within twenty- one (21) calendar days from the date of the signed authorization.

3. SICK LEAVE

The Association recognizes that sick leave and other leaves are to be used for valid purposes.

Section A of this Article applies to unit members hired after July 1, 2003 and all 12-month unit members working 260 plus days annually. All other unit members sick leave entitlement is set out in Appendix B.

A. Entitlement

1. Full-time unit members are entitled to up to ten (10) days of sick leave each year for the first three (3) years of their employment. Unit members who commence work after the start of the work year for their position (September 1 for 10-month and 11-month positions and July 1 for 12-month positions) shall have their sick days prorated in accordance with their beginning date of hire as follows:

(a) 10-month and 11-month unit members will receive one (1) day per month calculated from beginning date of hire.

(b) 12 month unit members will receive one (1) day per month calculated from beginning date of hire, not to exceed ten (10) days in that year.

(c) Example 1 - hired in July, August or September - individual receives ten (10) days.

Example 2 - hired in December, individual receives seven (7) days.

Example 3 - hired in May, individual receives two (2) days.

2. (a) After three (3) years of service, 12-month unit members are entitled to twenty (20) days of sick leave each year, and 10-month unit members are entitled to fifteen (15) days and 11-month unit members seventeen (17) days of sick leave each year.

3. (a) Part-time unit members who work 20 hours or more per week, but less than 32½ hours per week, and work at least four hours per day, five days per week, will receive sick days in accordance with 1 and 2, above.

(b) Part-time unit members who work 20 hours or more per week, but less than 32½ hours per week, but do not work at least four hours per day, five days per week, will receive five (5) sick days per year.

4. If any unit member does not use the full amount of sick leave allowed in any school year, the amount not used shall be accumulated from year to year and used, if needed, up to a total of not more than two hundred (200) days.

B. Usage.

1. Sick leave is to be used for personal sickness or physical disability.

2. Sick days may be used in no less than one-half (1/2) day units.

3. It is further understood by and between the parties that it is the prerogative of the School District to request a physical examination of the unit member at the School District's expense or a note from the unit member's doctor at any time during the period of absence due to sickness or injury.

4. Up to three (3) days could be used for family illness, subject to documentation upon district request.

4. VACATIONS

Section A of this Article applies to unit members who are on a 12-month work year different from the 12-month work year defined in Article 20, C. Vacation entitlement for all other 12-month unit members is set out in Appendix B.

A. Entitlement

1. Only twelve-month unit employees are entitled to annual paid vacation.

2. The vacation year begins on July 1 and ends on June 30.

3. The vacation schedule is as follows:

| Service completed | Number of days to be taken |
|-------------------------------|---|
| <u>prior to July 1</u> | <u>during next vacation year</u> |
| 6 months | 5 days |
| 12 months | 10 days |
| 3 years | 13 days |
| 5 years | 15 days |
| 6 years | 16 days |
| 7 years | 17 days |
| 8 years | 18 days |
| 9 years | 19 days |
| 10 years | 20 days |
| 11 years | 21 days |
| 12 years | 22 days |
| 13 years | 23 days |
| 14 years | 24 days |
| 15 + years | 25 days |

A. Usage

1. All vacation time must be approved by the immediate supervisor.
2. Vacation days may be used in no less than one-half (1/2)-day units.
3. No more than five (5) vacation days may be carried into the next year.
4. Ordinarily, earned vacation shall be taken during the summer, school recesses, or at a time when the unit member's absence does not impose a hardship on their supervisor. However, every effort will be made to grant vacation as requested. The unit member will provide the immediate supervisor with a vacation request form indicating when they desire to take vacation. Such request form will be submitted by June 1. Any changes thereafter will be worked out between the unit member and

their supervisor. Ordinarily vacation will not be taken in the last two weeks prior to the opening of school.

5. PERSONAL LEAVE

A. Each 10, 11 and 12-month unit member is allowed up to five (5) days of personal leave with full pay during each school year upon approval of the unit member's immediate supervisor. The unit member shall submit a written form for such leave to his/her immediate supervisor at least two (2) work days in advance whenever possible or, as soon as possible. Personal leave days may be used in units of one hour as arranged by mutual agreement with the unit member's immediate supervisor. The request shall include the reason for the leave. One day each year may be used without stating the reason for the leave.

B. Personal leave is to be used for personal obligations of the unit member which, for reasons outside the control of the unit member, cannot be accomplished outside of the normal work day. These days may not be used as vacation/recreation to extend a holiday. Generally, legitimate requests for personal leave will fall into one of the following categories:

1. Legal or Business Transaction - Court appearance, consultation with lawyer, adoption proceedings, closing of real estate transfer, etc.
2. Family - Graduation or other honors involving individuals' immediate family, illness of family member requiring personal attention of unit member when no one else is available, personal problem, marriage, etc.
3. Funeral - For a person not covered by bereavement leave.
4. Emergencies - Such as failure of furnace, pump, car accident, etc. requiring personal attention of unit member when no one else is available.
5. Medical - Dr.'s appointment which cannot be scheduled at any other time.

C. At the end of the year, any unused personal leave days shall be treated as unused sick days in accordance with Article 3,A, 4.

The form used for leaves is Appendix A.

6. BEREAVEMENT

All employees will be granted up to four (4) days for each death in the immediate family. Immediate family is defined as: spouse, child, parent, son- or daughter-in-law, parent- in-law, grandparent, sibling, sibling- in-law, grandchild or someone with whom a close personal relationship exists.

7. EMERGENCY PROCEDURES

A. In the event that school is closed; students are released early, a program of delayed opening is instituted, any of these actions resulting from inclement weather or any other emergency condition for up to five (5) days per year, members of the unit shall, in the order of the following contingencies:

1. Not be required to report for duty and saved from loss of pay.
- 2(a) Building Professional Association Staff shall be permitted to leave ten (10) minutes after the students in their building are dismissed without loss of pay.
- (b) Central Office staff shall be permitted to leave ten (10) minutes after the first building is dismissed. The Central Office Receptionist shall remain for ten (10) minutes after the last building is closed and the Bus Garage Secretary shall remain for thirty (30) minutes after the last building is closed. Twenty of the additional thirty minutes for the Bus Garage Secretary will be paid at time and one-half.
- (c) The District will deny all requests by unit members to leave earlier than the times specified in 2a and 2b above, except when an employee is facing extenuating circumstances which his/her immediate supervisor determines dictate that the employee leave at an earlier time.
3. Be permitted to report ten (10) minutes prior to the arrival of students without loss of pay.

4. In the event the number of days school is closed exceeds five (5) as cited above under the same conditions, unit members will be saved from loss of pay. However, in the event any days in excess of the five (5) are made up as part of the school year, no compensation shall be paid for the make-up days.

B. In the event that school is closed for any period for emergency shutdown not related to inclement weather or natural disaster, the entire unit will report to work if the Superintendent of Schools determines conditions not to be detrimental to health or safety. If conditions are determined to be detrimental to health and safety it will be announced to the media. Principals will not decide if staff is to report to work; however, if a principal calls individual staff members to work on days that they are not required to report, they shall be paid time and one-half for all time worked.

8. HOLIDAYS

All twelve-month employees shall be entitled to twelve (12) paid holidays per year. In the event an additional holiday is scheduled during the school calendar, said employees shall also be entitled to that additional holiday with pay. All 10-month and 11-month employees shall be entitled to eleven (11) paid holidays per year and in the event an additional holiday over and above the eleven (11) holidays falls within the school calendar, said 10-month and 11-month employees shall be entitled to the additional holiday with pay. Holidays will be observed on the date designated in the school calendar.

The recognized holidays are:

- July 4th (12-month employees only)
- Labor Day
- Columbus Day
- Veterans Day
- Thanksgiving Day

- Friday after Thanksgiving
- Christmas Day
- New Years Day
- Martin Luther King Jr. Day
- Presidents Day
- Good Friday
- Memorial Day

9. LUNCH

All unit members shall be entitled to at least a thirty minute duty free lunch period.

10. OVERTIME

A. All overtime must be approved in advance by the employee's supervisor.

B. A unit member who works more than forty (40) hours in a work week is entitled to overtime compensation for all hours worked in excess of forty (40) hours. In the rare case that the overtime work falls within a week with a paid holiday, the hours paid for the holiday will count as hours worked.

C. When an employee is entitled to overtime compensation, one of the following will occur:

1. The employee will be paid at the rate of one and one-half (1 ½) times the employee's regular hourly rate of compensation. If the employee has worked at more than one rate of pay during the work week in question, the employee will be paid overtime at the rate in effect during the work hours which caused the employee to be entitled to overtime compensation.

2. The employee and the employee's supervisor may agree that instead of the payment to be made pursuant to (1) above, the employee shall be provided with compensatory time

off ("comp time") at the rate of one and one-half (1 ½) times the number of overtime hours for which comp time is to be provided. An employee may not accumulate more than twenty-four (24) hours of comp time. All comp time shall be used on days mutually agreed upon by the employee and the employee's supervisor, but shall not be used during the two weeks preceding the opening day of school. When the employee and the supervisor have agreed on the provision of comp time instead of overtime pay, that fact will be appropriately reflected on the employee's timesheet. If an employee has not used comp time within three months from the date that it was earned, the employee will be compensated in accordance with (1), above.

11. JOB OPENINGS

All Professional Association unit positions that become open for any reason shall be posted by the District. The position or positions shall be posted for a period of ten (10) work days prior to any action taken by the District to fill the open position or positions.

Any unit member who makes application for the posted position shall be granted an interview by the Director of Human Resources charged with the responsibility of recommending appointments on the posted position to the Board of Education (presuming the unit member meets all Civil Service requirements for the position). A person who has been voluntarily transferred shall not be eligible to apply to return to the vacated position for a period of one year.

If two or more unit members apply for the same open position and possess equal qualifications, the more senior unit member shall be granted the position. This shall not restrict the District from hiring an outside applicant believed better qualified for an open position than unit member applicants.

12. COMMUNICATIONS AND USE OF FACILITIES

The Association shall have the following rights:

Subject to established District policies and regulations to use the following School District facilities and equipment:

1. Buildings and facilities for the purpose of Association meetings.
2. Typewriters, duplicating equipment for Association business.
3. Main office bulletin boards, mailboxes, and school delivery services for Association communications.
4. The public address systems in the schools for purposes of announcing the dates, times and location of Association meetings.

It is agreed between the parties that the use of the public address system, the building and facilities and the use of the typewriters, duplicating equipment, etc. will be coordinated with the Building Principal. The Association shall designate a representative in each building to coordinate the operation of such usage with the building principals.

The President of the Association shall receive three (3) copies of the official minutes of the Board of Education meetings as soon as they are prepared, typed and duplicated.

The President of the Association shall receive a copy of the agenda for all public Board of Education meetings as soon as it is prepared for normal distribution.

13. FAIR DISMISSAL PROCEDURES

The dismissal procedures for classified employees shall be those contained in Article 75 and 76 of the Civil Service Law.

The dismissal of a probationary or tenured teaching assistant is governed by the Education Law.

14. POLICY HANDBOOK

The School District will provide the President of the Churchville- Chili Professional Association with one copy of the Churchville-Chili Central School District Policy Handbook and agrees to provide any new additions as they are received by the district.

15. CHILD CARE/REARING LEAVE

1. A unit member who has completed one year of service shall be granted child care/rearing leave for up to one year. Child care/rearing leave shall be granted for a child who is newly resident in the employee's own home, whether through birth or adoption, and who remains resident in the home during the period of the leave.

2. The request for child care/rearing leave shall include the date when the unit member expects the child care/rearing leave to begin. In the case of a birth, that date shall be the day that the mother is medically cleared to return to work by her physician or, in the case of a father, the first day that the child is resident in the home. In the case of an adoption, the beginning date of the leave shall be the first day that the child is resident in the home. The request shall also contain the ending date of the requested leave.

3. A unit member shall confirm to the Superintendent in writing at least thirty (30) days in advance of his/her intention to resume his/her duties. Upon his/her return to work, the unit member shall be assigned to the same position he/she held at the commencement of the leave; or if that position is no longer in existence, to a substantially equivalent position.

4. During the leave, the employee shall receive no compensation or benefits (except as may be required by the Family and Medical Leave Act). However, all accumulated benefits, other than salary, shall be retained and continue as a benefit to the unit member upon his/her return to work.

16. LEAVE OF ABSENCE

A. All members of the unit may be granted up to one year's leave of absence without pay upon written notification of thirty (30) days to the Superintendent. Such notification must state the reason for the leave. Approval of said leave will be at the sole and exclusive discretion of the Superintendent or the Board of Education.

B. Employees will not be granted leaves for other gainful employment opportunities. Accordingly, an employee on an unpaid leave may not work for any employer other than one for which he was working, in addition to his employment with the District, immediately prior to the commencement of the leave, or another job no part of which is worked during hours of his/her

position. In exceptional circumstances (e.g., an employee who needs to move to another area to care for a sick relative), an employee may work for another employer after first having submitted a request for permission to the Board of Education. Approval of that request will be at the sole and exclusive discretion of the Board of Education.

C. During the leave, the employee shall receive no compensation or benefits (except as may be required by the Family and Medical Leave Act). However, all accumulated benefits, other than salary, shall be retained and continue as a benefit to the unit member upon his/her return to work.

D. Upon his/her return to work, the unit member shall be assigned to the same position he/she held at the commencement of the leave; or if that position is no longer in existence, to a substantially equivalent position.

17. REST PERIODS

Each full-time unit member shall be entitled to two (2) fifteen minute breaks per day. Each part-time unit member will receive one fifteen minute break per day. The employee and immediate supervisor shall mutually agree on a convenient time during the day for these breaks.

18. COMPENSATION AND BENEFITS

A. Salary

1. 7/1/03 – 6/30/04 unit members hourly rate increased by 4%
- 7/1/04 – 6/30/05 unit members hourly rate increased by 4%
- 7/1/05 – 6/30/06 unit members hourly rate increased by 4%
- 7/1/06 – 6/30/07 unit members hourly rate increased by 4%
- 7/1/07 – 6/30/08 unit members hourly rate increased by 4%

2. Additional adjustments for individual unit members per Memorandum of Agreement, dated September 14, 2005.

B. Longevity

The District recognizes and appreciates the years of dedicated service by its **employees**. In recognition of such, longevity stipend payments will be paid to each qualifying **employee** as per the following schedule:

Upon completing 10 years of service \$200.00

Upon completing 15 years of service an additional \$200.00

Upon completing 20 years of service an additional \$200.00

Upon completing 25 years of service an additional \$200.00

C. Health Benefits Coverage.

1. Effective September 1, 2005, the District shall offer employees the choice of the Rochester Area School Health Plan (RASHP - Blue Million Plan), or the RASHP II plans (Blue Point 2 Value Plan, Blue Point 2 Select Plan or Blue Point 2 Extended Plan). Instead of any of these plans, the District may offer a substantially comparable form of coverage, which it will designate after consultation with the Association.

2. For full-time employees, the District will pay the dollar equivalent of ninety-five percent (95%) of the monthly premium cost of RASHP II-Blue Point 2 Select Plan (or substantially comparable replacement plan), or 100% of the monthly premium for the employee's coverage, whichever is less. Employees will pay by payroll deduction any monthly premium expense in excess of the District's contribution.

3. Part-time employees may obtain group health benefits coverage through the District if the employee pays the full premium.

4. Any employee in the unit who has a health benefits plan with benefits substantially comparable to or better than the District's plan through another employer will enroll in the

other plan and shall not be eligible for benefits through the District. In the event enrollment in such other plan is terminated or benefits are changed so they are not substantially comparable to or better than the District's plan, the employee shall have the option to return to District coverage.

- (a) The District will institute payment for retirees who have worked thirty-two and one-half (32½) hours or more on a permanent basis, as follows:

25 Years of Service ---- 70% Paid

20 Years of Service ---- 60% Paid

15 Years of Service ---- 50% Paid

(Full-time employees working in the District on a continuous part-time basis immediately prior to becoming a full-time employee shall have that part-time work credited towards their service for the purposes of this benefit. Such part-time service shall be credited based on the prorated amount of time worked.)

- (b) The District's contribution rates will be in effect and continue for 5 years beyond the date the employee first becomes eligible for Medicare coverage. If or when the retiree's coverage by the District is in effect while the retiree or a covered spouse is eligible for Medicare coverage, the retiree and/or spouse shall be required to participate in that coverage and the District's contribution to monthly premiums shall be the same percentage on the supplemental or gap coverage premium only.

D. **Dental Plan.** In accordance with the regulations of the carrier, full-time employees will be eligible for coverage in the District Dental Plan (BS/BC Dental--Option 1 "Smile Saver"). The District will pay 85% of the monthly premium and the employee will pay 15% of the monthly premium by payroll deduction. Part-time employees may obtain dental coverage through the District if the employee pays the full amount of the premium.

E. **Flexible Spending Plan.** All unit members will be entitled to participate in the District's flexible spending plan. The annual minimal contribution for those participating for unreimbursed medical expenses will be \$200, with a maximum of \$2,500. The maximum contribution toward dependent care will be the maximum amount allowed under IRS regulations. (Currently \$5,000 is the maximum amount for joint filing and \$2,500 for single filing.)

F. **Workers' Compensation.** All unit members of the School District are covered by the provisions of New York State Workers' Compensation against loss because of injury while pursuing their duties.

19. **REDUCTION IN FORCE/LAY-OFF**

A. A reduction in force in a competitive position will be governed by the applicable provisions of the Civil Service Law. In addition to the rights that a competitive class employee has under the Civil Service Law, if a unit member holding a permanent, competitive appointment is laid off and placed on a preferred eligibility list, he/she may bump the least senior person holding a non-competitive or labor class position within the bargaining unit, providing he/she has the necessary qualifications for the position and more seniority than the person holding the position. Acceptance of such a position will not affect that individual's placement on the preferred eligibility list for recall to his/her competitive position.

B. A reduction in force in a full-time non-competitive or labor class position will be made on the basis of seniority in the affected position. An employee who is laid off from a full-time non-competitive or labor class position will have recall rights to a vacancy in that position for a period of six months from the date of the lay-off. Laid off employees will be recalled in reverse order of layoff. If an employee is laid off from a full-time non-competitive or labor class position,

he/she may bump the least senior person holding another non-competitive or labor class position within the bargaining unit, providing he/she has the necessary qualifications for the position and more seniority than the person holding the position. Acceptance of such a position will not affect that individual's entitlement to be recalled to the position from which he/she was laid off.

C. As used in Sections A and B of this Article 19, the seniority for each full-time employee shall be established by the amount of their full-time service in their position. Only in the case of a seniority determination to establish the right of one employee to bump another, as set forth in A and B, above, seniority shall mean the employees' full-time service in the bargaining unit.

By October 15th of each school year, the District shall provide to the CCPA a seniority list of all current employees within the bargaining unit. The list shall be checked for accuracy and any errors shall be brought to the attention of the District for correction.

D. A reduction in force in the position of teaching assistant will be governed by the applicable provisions of the Education Law.

20. WORK HOURS/YEAR

A. Work Hours

Normal starting and ending hours will be between 7:00 a.m. and 5:00 p.m. Immediate supervisors will determine each unit member's daily working hours. All changes in working hours are subject to the approval of the Director of Human Resources. On an emergency basis, a unit member may be requested by their immediate supervisor to work additional hours.

B. Summer Hours

Summer work hours may apply to 12-month unit members and begin on the first work day of July and end on the last work day of August. All summer building personnel shall be required to work at least six (6) hours per day and business office personnel shall be required to work at least six and one quarter (6 ¼) hours per day. Hours for each unit member will be established by the immediate supervisor, prior to June 1 of each year.

C. Work Year

The Churchville-Chili Central School District and the Churchville-Chili Professional Association agree that the following work years shall be effective for the listed positions as of 6/30/03 and shall be implemented in accordance with the following provisions:

1. A unit member who on June 30, 2003 had a work year other than 10-month, 11-month or 12-month, as defined in this agreement, may retain that work year for as long as the unit member wishes, provided the unit member does not voluntarily change either his/her position in the District or his/her civil service classification. (A voluntary change in position or classification is any change that is not required by the District for the unit member to remain in his/her position). Such a unit member may later change to the new work year for his/her position or, with the consent of the Director of Human Resources, may change to a work year with a number of days in between the unit member's work year as of June 30, 2003 and the work year for the position as set forth. Once such a unit member changes to a new schedule, the unit member may not move back to the old schedule.
2. All current unit members who voluntarily change District job titles or civil service classifications (a voluntary change is defined in 1, above).

The Churchville –Chili Professional Association understands that it is the right of the District to designate positions as either 10-month, 11-month or 12-month. The work year for 10-month unit members shall be the same as the official academic school calendar. The work year for 11-month unit members shall be the official academic school calendar plus 20 additional days of work when school is not in session (i.e., summer or one of the holiday recesses) established by the immediate supervisor in consultation with the unit member; The work year for 12-month unit members is continuous, except for approved forms of leave pursuant to this contract.

D. Change of Work Year

The district will give the affected unit member and the Association sixty (60) days notice of a change in the designation of a position as 10-month, 11-month or 12-month, unless the change is made with the agreement of the unit member and the Association. The District understands that the impact of such a change, if any, is negotiable.

A 10-month or an 11-month unit member transferring to a 12-month position shall have his/her years of employment pro-rated for purposes of vacation and other benefits using total number of months as the basis. A unit member who changes from a work year with vacation to a work year without vacation, and who at the time of the change has accumulated unused vacation days, shall be paid for those days at the unit member's pay rate (pro-rated by when the job is taken) in effect on the first day of work under the new schedule.

A 10-month or an 11-month employee transferring to 12-month position, shall have his/her years of employment pro-rated for purposes of vacation using total number of months as the basis (e.g., 4 years of 10-month service = 40 months; divided by 12 = 3 years and 4 months of 12-month employment).

E. Additional Unit Work

1. Filled by Unit Member currently holding position - If additional work in a 10-month or an 11-month unit position is needed during the summer or a holiday recess, the unit member holding that position will be offered the work first. If the unit member accepts the work, he/she shall be paid at his/her regular hourly rate.
 - a. Exception - In the case a substitute is needed for vacation coverage of a 12-month unit member, the current 10 or 11 month office personnel unit member in the affected building will be offered the option to fill the vacancy first and compensation will be at their regular rate of pay.
2. Filled by unit member not holding position - The district will use a list of 10-month unit members who prior to June 1 gave the district written notice of

their interest in working during that summer and/or holiday recesses of the upcoming school year. The district will pay a flat rate of \$8.00 per hour (2005-06), \$8.50 per hour (2006-07) and \$9.00 per hour (2007-08) for extra work.

21. GRIEVANCE PROCEDURE

Declaration of Purpose

WHEREAS, the establishment and maintenance of a harmonious and cooperative relationship between the Board of Education and the Association is essential to the schools, it is the purpose of this procedure to secure, at the lowest possible administrative level, equitable solutions to alleged grievances of a member of the unit.

Definitions

The term Grievance as used in this Agreement shall mean any alleged violation of the application of terms of provisions of the Agreement. It is specifically agreed that the grievance and arbitration procedure shall not apply to the evaluation of employee performance. Association shall mean Churchville-Chili Professional Association.

Aggrieved Party shall mean any person or group or persons in the negotiating unit filing a grievance. Party in Interest shall mean the Grievance Committee of the Association and any party named in a grievance who is not the aggrieved party.

Grievance Committee is the committee created and constituted by the Churchville-Chili Professional Association. Hearing Officer shall mean any individual or Board charged with the duty of rendering decisions at any state of grievances hereunder.

GENERAL PROCEDURES

All grievances shall include the name and position of the aggrieved party, the identity of the provision law, if applicable to this agreement, policies, etc., involved in the said grievances, the time when and the place where the alleged events or conditions constituting the grievance existed, the identity of the

party responsible for causing the said events or conditions, if known to the aggrieved party, and a general statement of the nature of the grievance and the redress sought by the aggrieved party.

Except for informal decisions at Stage 1, all decisions shall be rendered in writing at each step of the grievance procedure, setting forth findings of fact, conclusions and supporting reasons therefor. Each decision shall be promptly transmitted to the member of the unit and the Association.

If a grievance affects a significant number of unit members or more than one building and to be associated with system-wide policies, it may be submitted by the Association directly at Stage 2 described below.

The preparation and processing of grievance, insofar as practicable, shall be conducted during the hours of 8 AM and 5 PM on regularly scheduled work days. All parties will avoid interruptions of services in support of school activities.

The Board of Education and the Association agree reasonably to facilitate any investigation which may be required and to make available to the aggrieved party all pertinent information not privileged under law in its possession or control and which is relevant to the issues raised by the grievance.

Except as otherwise provided in Stage 1, an aggrieved party and any party in interest shall have the right at all steps of a grievance to confront and cross examine all witnesses called against him, testify and to call witnesses on his own behalf, and to be furnished with a copy of any minutes of the proceedings made at each and every stage of his grievance procedure.

No interference, coercion, restraint, discrimination or reprisal of any kind will be taken by the Board or by any member of the administration against the aggrieved party, and party in interest, any representative, any member of the grievance committee, or any other participant in the grievance procedure or any other person by reason of such grievance or participation therein.

Forms for filing and processing grievances and other documents necessary under the grievance procedure shall be jointly prepared by the Board and Association. The Superintendent shall provide for the printing of appropriate forms. All documents, communications and records dealing with the

processing of a grievance shall be kept in a confidential file separate from the personnel file of the participants.

Nothing contained herein will be construed as limiting the right of any unit member having a grievance to discuss the matter informally with his supervisor and having the grievance informally adjusted without intervention of the Association, provided the adjustment is not inconsistent with the terms of this Agreement.

Any party may request that an official stenographic record be kept of any hearing pertaining to the filing of an alleged grievance. The party requesting such stenographic service shall pay the costs thereof.

TIME LIMITS

Since it is important to good relationships that grievances be processed as rapidly as possible, every effort will be made by all parties to expedite the process. The time limits specified for either party may be extended only by mutual agreement.

Unless a written grievance is forwarded at the first available stage within fifteen (15) working days after the unit member knew or should have known of the act or condition on which the grievance is based, no written grievance will be entertained and such grievance will be deemed waived.

If a decision at one stage is not appealed to the next stage of the procedure within the time limit specified, the grievance will be deemed to be discontinued and further appeal under this Agreement shall be barred.

Failure at any stage of the grievance procedure to communicate a decision to the aggrieved party, his representatives and the Association within the specified time limit shall permit the lodging of an appeal at the next stage of the procedure within the time which would have been allotted had the decision been communicated by the final day.

GRIEVANCE AND REVIEW

Stage 1 - Immediate Supervisor

- a. A member of the negotiating unit having a grievance will discuss it with his immediate supervisor, either directly or with a representative, with the objective of resolving the matter informally.
- b. If after five (5) working days, the grievance is not resolved informally, it shall be reduced to writing and be presented to the immediate supervisor. Within seven (7) working days after the written grievance is presented to him, the immediate supervisor shall, without any further consultation with the aggrieved party or any party in interest, render a decision thereon, in writing, and present it to the member of the unit, his or her representative and the Association.

Stage 2 - Superintendent

- a. If the party initiating the grievance is not satisfied with the written decision at the conclusion of Stage 1 and wishes to proceed further under this grievance procedure, the party shall within five (5) working days, present the grievance to the Association's Grievance Committee for its consideration.
- b. If the Grievance Committee determines that the aggrieved party has a meritorious grievance, then it will file a written appeal of the decision on Stage 1 with the Superintendent within fifteen (15) working days after the aggrieved party has received such written decision. Copies of the written decision at Stage 1 shall be submitted with the appeal.
- c. Within ten (10) working days after receipt of the appeal, the Superintendent or his/her duly authorized representative, shall hold a hearing with the aggrieved party and the Grievance Committee or its representative and all other parties in interest.
- d. The Superintendent shall render a decision in writing to the aggrieved party, the Grievance Committee, or its representative within fifteen (15) working days after the conclusion of the hearing.

Stage 3 - Arbitration

- a. If the aggrieved party and the Association are not satisfied with the decision at Stage 2, and the Association determines that the grievance is meritorious and that appealing it is in the best interests of the school system, it may submit the grievance to arbitration by notice to the Superintendent within fifteen (15) working days of the decision at Stage 2.
- b. Within ten (10) working days after such written notice of submission to arbitration, the Superintendent and the Association will notify the American Arbitration Association to arrange for a mutually agreeable date for a hearing. Said parties will agree upon a mutually acceptable arbitrator and will obtain a commitment from said arbitrator to serve. The parties will then be bound by the rules and procedures of the American Arbitration Association in the selection of an arbitrator.
- c. The selected arbitrator will hear the matter promptly and will issue his decision not later than twenty-one (21) calendar days from the date of the closing of the hearing, or if oral hearings have been waived, then from the date the final statements and proofs are submitted to him. The arbitrator's decision will be in writing and will set forth his findings of fact, reasoning and conclusions on the issues.
- d. The arbitrator shall have no power or authority to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of the Agreement.
- e. The decision of the arbitrator shall be final and binding upon all parties.
- f. The costs for the services of the arbitrator, including expenses, if any, will be borne by the Board of Education and by the Association equally. Each party will bear expense of its own legal counsel.

For the duration of this Agreement, members of the unit will not engage in, conduct, encourage, or assist in any strike or concerted interruption in employee commitments. Nor will the employer lock out any of the members of the unit or cause to be responsible for the same.

22. Starting Wage

| CIVIL SERVICE TITLE | HOURLY RANGE |
|----------------------------|---------------------|
| Account Clerk Typist | \$10.59-\$11.59 |
| Clerk Typist | \$8.64-\$9.64 |
| Clerk II w/typing | \$10.00-\$11.00 |
| Clerk III w/typing | \$9.37-\$10.37 |
| Purchasing Clerk | \$11.59-\$12.59 |
| School Aide | \$7.68-\$8.68 |
| Sr. Library Clerk | \$9.37-\$10.37 |
| Sr. Teaching Aide | \$8.00-\$9.00 |
| Teaching Assistant | \$9.50-\$10.50 |
| Computer Support Assistant | \$9.00-\$10.00 |
| COTA/PTA | \$24,960-\$27,270 |

Anyone within the unit who is making less than the new person hired within the Civil Service job title, will be brought up to that rate and notified by letter.

23. EXTRACURRICULAR ACTIVITIES

Extracurricular activities created by unit members shall become unit work of the Association upon activity approval by the Board of Education.

Unit members must follow the District process as outlined below:

- ▶ Unit member must make their request to school principal in writing.
- ▶ The principal in consultation with the unit member determines the need for the program/activity and forwards written request to office of Human Resources.
- ▶ A stipend will be negotiated by the Assistant Superintendent for Business Services and

the CCPA President (prior to the start up of the activity) and will be included in a Memorandum of Agreement until such time as the next contract is agreed to.

► Unit member's performance will be evaluated annually by his/her principal.

Unit members who satisfactorily perform the appointed activity will be re-appointed annually and there is no need to post the position.

Should an activity advisor position become vacant, the activity will be re-evaluated by the principal before posting. If posted and no unit members are interested in filling the position, the position may be offered to a non-unit member at the same stipend. When a non-unit member holds an extracurricular activity advisor position, the position must be posted every year and a unit member may bump the non-unit member at the time of the new posting.

All monies of District-approved activities must be handled through the District's extracurricular activities account maintained by the Business Office, following state laws and requirements.

24. PROFESSIONAL STANDARDS PROGRAM (PSP)

A. Full-time 10, 11, and 12 month unit members covered by the Churchville-Chili Professional Association Contract Agreement may participate in the Professional Standards Program of the National Association of Educational Office Professionals (NAEOP).

Eligibility for participation in the Program is subject to conditions established by the National Association of Educational Office Professionals. The Association and the employees within the negotiating unit, agree to hold the District harmless from any and all liability or responsibility which may arise or result from denial of participation or inequitable treatment during participation.

B. If the course content or Program is essentially changed or modified in the future, the District reserves the right to review its continued participation with the Professional Standards Program and possibly discontinue participation.

C. There shall be no release time, paid or unpaid, for participation in the Program Coursework. Neither will the District be responsible for any payment for materials, books, registration or other items in connection with the Program.

D. A stipend for successful completion of a NEW approved certificate program(s) shall require the unit member to provide to the Director of Human Resources satisfactory written documentation of the respective certificate program(s). Payment will be issued to the unit member within 30 days of submission of proper documentation according to the stipend level as detailed in section F.

E. A unit member who continues active membership with the National Association of Educational Office Professional's (NAEOP) will be annually compensated in one lump sum at the certificate level of attainment set forth below. A copy of your active membership NAEOP card must be provided to the Director of Human Resources by the deadline date of June 15 each and every year that the unit member remains employed by the school district to continually receive compensation.

F. A unit member will not receive compensation for more than 1 (one) Certificate Level per school year.

| <u>Certificate Level</u> | <u>Annual Stipend Payment</u> |
|--------------------------|-----------------------------------|
| Basic | \$125 |
| Associate Professional | \$150 |
| Associate Degree* | \$200 |
| Advanced I | \$225 |
| Advanced II | \$250 |
| Advanced III | \$275 |
| Bachelors Degree* | \$350 |
| Masters Degree* | \$400 |

The payments set forth above shall be made at the end of the year completed and shall be made in the last paycheck in June of each year.

*Only refers to PSP Certifications, not baccalaureate degrees.

25. RETIREMENT BENEFIT

Cafeteria Plan: Unit member must pick ONE of the following options below:

Option 1. Sick Leave Conversion at Retirement Upon written proof to the District that a unit member is receiving the normal pension benefit from the New York State Employee Retirement System or New York State Teacher Retirement System (Teaching Assistants), the District shall remit payment for the unused sick leave to the qualified member as follows:

| <u>Years of service at CCCSD</u> | <u>Value per Day</u> |
|----------------------------------|----------------------|
| 25 or more years | \$45.00 |
| 20 – 25 years | \$40.00 |

The unit member must have served as a Churchville-Chili Central School District employee for at least fifteen (15) years. The maximum number of sick days for which a member shall be compensated will be the maximum accrual allowed during active service as provided in this contract. (200 days). A member using 41J credit may cash in remainder of sick days up to 200 for this option only.

Option 2. Retirement Benefit at Time of Retirement With 15 or more years of service, the District shall provide any retiring employee a \$7,000 retirement benefit at the time of her/his retirement.

To qualify for the benefit options above, the member must give irrevocable written notice of resignation for the purpose of retirement by the last scheduled day of school in February for

retirements effective between June 30 to August 31 of that year and by September 30 for retirements effective January 1 of the following year.

The benefit of 41J shall apply to eligible members belonging to the New York State Employees' Retirement System (NYSERS). Teaching Assistants belong to the New York State Teacher's Retirement System (NYSTRS) and therefore are not eligible for the 41J benefit.

26. JURY DUTY

When a member of the unit is on jury duty, the employee shall be paid their daily salary for each day on jury duty. The employee will not be required to turn jury duty pay over to the District.

27. SALARY NOTICE

All members of the bargaining unit will receive their Salary Notice on or before June 15th of each year. The Salary Notice shall contain:

Effective dates;

Unit;

Hire date;

Years of service;

Position, including designation as 10-month, 11-month or 12-month;

FTE;

Hourly rate;

Anticipated total hours;

Anticipated salary amount (hourly rate x anticipated total hours); if bargaining is not complete by June 15, the District will place a note on the Salary Notice "Subject to changes resulting from negotiations."

28. PERSONNEL FILE

A unit member shall be allowed to review and copy all items contained in their personnel file maintained by the District, except for pre-employment recommendations. No material of a derogatory nature or critical of a unit member shall be placed in the personnel file maintained by the District without the knowledge of the unit member.

- The unit member may append a written response or rebuttal to any material placed in the personnel file.

The District's personnel file will contain all records pertaining to the unit member's employment with the District, excluding payroll records, attendance records, benefit records.

29. EVALUATION OF MEMBERS OF THE PROFESSIONAL ASSOCIATION

A. Each member of the Professional Association will be evaluated at least once each year by his/her immediate supervisor. Additional evaluations will be done if the employee requests and/or if the immediate supervisor believes an additional evaluation is in order and/or if additional evaluation(s) during the probationary period is called for by the Civil Service Law or Rules or the Education Law. Suggestions or directives for improving performance may be given by the evaluator. In evaluating members of the unit, the immediate supervisor may receive input from others who work directly with the unit employee.

B. Each employee who is evaluated will receive a copy of the completed evaluation within three (3) days of the completion of the evaluation and an evaluation conference will be conducted within five days of the completion of the evaluation unless another arrangement is made between the evaluator and the employee. The employee will be asked to sign the evaluation at the completion of the conference to indicate that the employee has seen the evaluation and discussed it with the evaluator. Such signature does not imply agreement by the employee with the contents of the evaluation. The employee is entitled to append any comments they think necessary to the evaluation and such appendage will be placed in the employee's file along with the completed evaluation form. All evaluation documents and appendages will be dated and signed before placement in the file.

C. Evaluations will be completed and given to the employee no later than April 30 of each year.

30. RELEASE TIME

A. The Association President and/or her/his designee shall be granted up to seven (7) days absence during the work year for the purpose of conducting Association business, provided that the person so absent makes arrangements with and is granted permission by her/his immediate supervisor. The District agrees that such permission will not unreasonably be denied.

B. In addition to the above release time, the Association President shall be granted such release time as may be necessary to conduct Association business that cannot be conducted outside regular work hours, up to a maximum of two (2) hours per week, provided that the Association President makes arrangements with and is granted permission by her/his immediate supervisor. The District agrees that such permission will not unreasonably be denied.

C. Except in case of emergency, any unit member who uses release time under this Article will give his/her immediate supervisor at least twenty-four (24) hours notice before taking the time.

D. Members using release time under this Article shall conduct such business without loss of compensation, personal, or sick days.

31. PROFESSIONAL ASSOCIATION CONFERENCE DAYS

A. The District will establish a fund of \$4,000 annually for the purpose of members of the unit to attend conferences, seminars and workshops. The fund will be administered by the District. Those who wish to attend such conferences shall apply to the Administration for approval. Administrative approved applications will be awarded in the order received and date stamped by the office of Director of Human Resources. Conferences, workshops and seminars shall be confined to the State of New York.

B. The District may also allocate additional funds for the purpose of unit member attendance at conferences, seminars, and workshops which members of the unit are directed to attend by the Superintendent of Schools and/or the Director of Human Resources.

C. No deductions shall be made from sick leave, personal days, or salary for those unit members who attend the programs described herein.

D. The District will use the short term leave form for the conference request form for submission to the Director of Human Resources. At the end of each school semester the Director of Human Resources will provide the President of the Association with a report on how much money remains in the Professional Association Conference account.

32. PROFESSIONAL COURSES/DISTRICT WORKSHOPS

- A. Professional Courses, BOCES Workshops. Unit members are eligible to take professional courses offered in the area which are directly related to the work performed by the employee in the District. The District will pay the tuition and/or registration charges for such courses under the following conditions:
1. The course must be directly related to the employee's work in the District.
 2. The course or in-service program must be approved in advance by the Director of Human Resources or the employee's supervisor.
 3. The employee must satisfactorily complete the course and provide appropriate receipts, course completion certificates, etc. to the District prior to payment.
 4. The District will not pay for courses that qualify for college credit or lead to a college degree.

- B. District Sponsored Workshops (excluding BOCES workshops) Members represented by the Churchville-Chili Professional Association will be eligible for in-service pay under the following circumstances:
1. The District sponsors the inservice course.

2. The employee receives prior approval to take the course from, or is required to take the course by, the Director of Human Resources or the employee's supervisor.
3. The course is conducted at a time other than the employee's normal work hours.
4. The employee successfully completes the course as certified by the course instructor. Successful participants will receive an hourly rate for each hour of the course and will receive said monies upon completion of the course and filing appropriate paperwork.
5. The rate of pay for the District sponsored workshops shall be \$10.00 in the 2005-2006 school year, \$10.50 in the 2006-2007 school year and \$11.00 in the 2007-2008 school year.

33. TEACHING ASSISTANT POSITION EMPLOYMENT CONDITIONS

- A. Work Day - 6 hours and 45 minutes exclusive of 30 minutes for lunch.
- B. Work Year – 10 month
- C. Other Contract Provisions: Teaching Assistants will be covered by the provisions of the Agreement with the following exceptions:

1. Work day and work year as specified above.
2. Teaching Assistants are required to report for duty and will be paid on days designated as Superintendent's Conference Days. On such days, Teaching Assistants may be either required to attend the scheduled conference or required to perform other job related duties or required to attend a program designated for them by the District.
3. Any Teaching Assistant who is required by the District to stay beyond the end of their work day to attend meetings or other functions, will be paid their hourly rate for such additional time. The requirement to stay beyond the workday shall be in writing from the appropriate District Administrator (defined as building principal or his/her designee).

4. Teaching assistants will receive their current hourly rate of pay plus an additional \$25.00 for substituting for a certified teacher 3.5 hours and above, or an additional \$12.50 for substituting for a certified teacher 90 minutes to 3.5 hours.
5. See Article 13 for specific provision on Fair Dismissal Procedures.
6. See Article 19 for specific provision on Reduction in Force/Layoff.
7. Retirement – Teaching Assistants will be eligible for membership in the Teachers Retirement System.

34. CHANGES IN TERMS AND CONDITIONS OF EMPLOYMENT

None of the benefits being enjoyed by the employees on the effective date of this Agreement will be reduced, changed or taken away by action of the District unless (a) the District's action is authorized under the terms of this Agreement, (b) the circumstances following the District's action are consistent with the terms of this Agreement, or (c) the benefit is specifically identified and reduced, changed or taken away with common agreement of the parties. Benefits shall include scheduled work hours, wages and fringe benefits.

35. CONTRACT TERM

The Agreement shall continue in full force and effect from July 1, 2003 through June 30, 2008 and thereafter it shall be automatically renewed for successive periods of twelve months unless at least one hundred and twenty (120) days prior to the budget submission date of the School District, either party shall serve written notice upon the other that it desires cancellation, modification or revision of the Agreement.

36. VALIDITY OF THE AGREEMENT

If any provision of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

37. COPIES OF THE AGREEMENT

Copies of this Agreement shall be printed at the expense of the Board and given to all unit members now or hereafter employed by the Board, within a reasonable time after its execution. Ten (10) copies will be given to the Association for its use.

38. COMPLETE AGREEMENT/MODIFICATION

A. This Agreement constitutes the entire and complete record of the binding commitments between the parties, and its terms may be added to, deleted from, modified or other wise amended only by a written document meeting the provisions of section B of this Article.

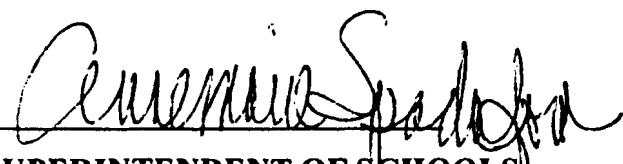
B. From and after the date on which this Agreement has been signed, no other document (including any memorandum of understanding, memorandum of agreement, side letter or other such document) shall constitute a binding commitment between the parties unless it is (1) dated on or after the date this Agreement was signed and (2) signed by a duly authorized representative of each party.

C. This Agreement shall supersede any rule, regulation or practice of the District which is contrary to or inconsistent with the terms and conditions of employment stated in this Agreement.

39. STATUTORY NOTICE

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 ANY ADDITIONAL FUNDS THEREFOR, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

**CHURCHVILLE-CHILI CENTRAL
SCHOOL DISTRICT**

BY: 
SUPERINTENDENT OF SCHOOLS

DATE: 9/14/05

**CHURCHVILLE-CHILI
PROFESSIONAL ASSOCIATION**

BY: 
PRESIDENT

DATE: 9/14/05

Churchville-Chili Professional Association

EMPLOYEE _____ DATE _____

I hereby request personal leave day for absence on: _____ ☐ Half Day

☐ Half Day

- () Legal or Business Transaction – Court appearance, consultation with lawyer, adoption proceedings, closing of real estate transfer, etc.
- () Family – Graduation or other honors involving individuals' immediate family, illness of family member requiring personal attention of unit member when no one else is available, personal problem, marriage, etc.
- () Funeral – For a person not covered by bereavement leave.
- () Emergencies – Such as failure of furnace, pump, etc. requiring personal attention of unit member when no one else is available, and car accident.
- () Medical – Doctor's appointment which cannot be scheduled at any other time.

Date: _____

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Appendix B

The following provisions shall be applicable only to unit members hired before July 1, 2003. These provisions will continue to be applicable to those unit members as long as the unit member does not voluntarily change to a position with the 12-month work year defined in Article 20 of the Collective Negotiations Agreement or stays in his position but voluntarily elects to move to the 12-month work year defined in Article 20 of the Collective Negotiations Agreement. The only exception is that any unit member who works a 12-month work year of Article 20 of the Collective Negotiations Agreement shall be entitled to vacation according to the schedule set forth in Article 4 of the Collective Negotiations Agreement.

SICK LEAVE

A. Entitlement.

1. Full-time unit members are entitled to up to ten (10) days of sick leave each year for the first three (3) years of their employment. After three (3) years of service, the number of days will be increased to up to twenty (20) days per year for unit members hired before July 1, 1996, or fifteen (15) days per year for unit members hired on or after July 1, 1996.

- 2. (a) Part-time members who work 20 hours or more per week, but less than 32½ hours per week, and work at least four hours per day, five days per week, will receive sick days in accordance with one (1) above.
- (b) Part-time members who work 20 hours or more per week, but less than 32½ hours per week, but do not work at least four hours per day, five days per week, will receive 5 sick days per year.

3. If any unit member does not use the full amount of sick leave allowed in any school year, the amount not used shall be accumulated from year to year and used, if needed, up to a total of not more than two hundred (200) days.

VACATIONS

A. Entitlement.

The vacation schedule for unit members hired before July 1, 1990 is as follows:

| Service completed <u>prior to July 1</u> | Number of days to be taken <u>during next vacation year</u> |
|---|--|
| 3 months | 2 days |
| 6 months | 5 days |
| 9 months | 7 days |
| 12 months | 10 days |
| 5 years | 15 days |
| 10 years | 16 days |
| 11 years | 17 days |
| 12 years | 18 days |
| 13 years | 19 days |
| 14 years | 20 days |
| 17 years | 21 days |
| 20 years | 23 days |
| 25 years | 25 days |

The vacation schedule for unit members hired on or after July 1, 1990 is as follows:

| <u>LENGTH OF SERVICE</u> | <u>VACATION DAYS</u> |
|---------------------------------|-----------------------------|
| 3 months | 2 days |
| 6 months | 5 days |
| 9 months | 7 days |
| 12 months | 10 days |
| 5 years | 15 days |

APPENDIX C

Some of the definitions below are for terms from the Civil Service Law or Rules. The definitions for those terms are listed solely for convenient reference; the terms of the Law or Rules govern the meaning and operation of those terms.

Unit Member – an individual who holds a position in the bargaining unit represented by the Association.

Full-time – a unit member who works thirty-two and one-half (32.5) or more hours per week on a regular basis.

Part-time – a unit member who works 20 or more hours, but less than thirty-two and one-half (32.5) hours, per week on a regular basis.

Classified – all offices and positions in the civil service, exclusive of the military service, not included in the unclassified service and divided into four jurisdictional classes: competitive, non-competitive, labor and exempt.

Competitive Class – a position which the governing Civil Service body or officer has designated as competitive. The merit and fitness of applicants is determined by examinations which rank applicants against each other. All jobs in the classified service are competitive unless designated otherwise by the governing Civil Service body or officer.

Non-Competitive Class – a position which the governing Civil Service body or officer has designated as non-competitive, generally upon determining that a competitive examination for the job is impracticable. Applicants must meet stated minimum qualifications for the position.

Labor Class – a position which the governing Civil Service body or officer has designated as labor class, for which no minimum qualifications are established.

Eligible List – a list of the names of those persons who have successfully completed examinations for a competitive class position, listed and ranked in order of their final ratings from the highest to the lowest.

Preferred List – an eligible list established as a result of a reduction in force in a competitive class position which consists of the names of the displaced employees ranked by seniority.

Probationary term – the initial period of employment wherein the employer can evaluate the individual's performance, prior to deciding whether to make the individual a permanent employee. During the probationary period the employee may be dismissed for any reason at any time at the sole discretion of the District.

Provisional Appointment – a non-permanent appointment to a competitive class position, which may be made when there is no appropriate eligible list for the position.

Overtime – time worked in excess of 40 hours per week, as set forth in Article 10.

Overtime Pay – wages paid at the rate of one-and-one-half (1 ½) times the employee's regular rate of compensation, as set forth in Article 10.

Comp Time (Compensatory Time) – compensatory time off instead of overtime pay, as provided in Article 10.

Memorandum of Agreement (MOA), Memorandum of Understanding (MOU) or Side Letter – an agreement arrived at by the CCPA and the District outside the normal contractual bargaining. To be effective, any such agreement must be reduced to writing and signed by both parties, as provided in Article XXXVII (B).

Work Year

10-month – a unit member or position with a work year which is the same as the official academic school calendar for faculty.

11-month – a unit member or position with a work year which is the official academic school calendar plus 20 additional days of work when school is not in session (i.e., summer recess or one of the holiday recesses) as established by the immediate supervisor in consultation with the unit member.

12-month – a unit member or position which has a work year which is continuous, except for approved forms of leave pursuant to this contract (such as vacation, holidays, sick leave, etc).

Family and Medical Leave Act – a federal law which allows an eligible employee to take up to 12 weeks of unpaid leave from work due to a medical condition, certain family illnesses, birth of a child, or childcare.

Employee Retirement System (ERS) – New York State and Local Employees' Retirement System – covers unit members other than Teaching Assistants.

Section 41-j (ERS) – option under ERS that provides additional service credit upon retirement for unused, unpaid sick leave. The days used under 41-j may not be used to meet qualifications for a retirement benefit from the District, and vice versa

Teachers' Retirement System (TRS) – New York State Teachers' Retirement System – covers Teaching Assistants.

Longevity – service time accrued beginning with the effective date of Board of Education appointment. Seniority does not include interruptions in service (e.g., lay-off, unpaid leave, etc.).

Education Law §3020-a – law which sets out procedures for termination or discipline of tenured Teaching Assistants.

BY AND BETWEEN
**CHURCHVILLE-CHILI CENTRAL SCHOOL DISTRICT
AND THE CURCHVILLE-CHILI PROFESSIONAL ASSOCIATION**

The Churchville-Chili Central School District (hereafter referred to as the "District" and the Churchville-Chili Professional Association (hereafter referred to as the "Association") agree as follows:

Whereas Article 18, Compensation and Benefits, Section A-1, identifies the salary schedule for Association members for the 2003-2008 school years,

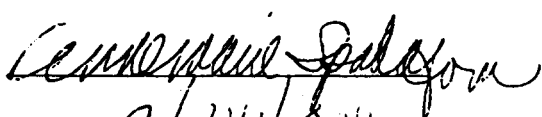
Whereas Article 18, Section A-2 addresses additional adjustments for unit members,

It is hereby agreed that the following employees will have their hourly wage adjusted as of July 1, 2004 to the following schedule. It should also be noted that the employees will then be eligible to receive the yearly increase as stated in Article 18, Section A-1.

| | | | |
|-------------|-----------|--------------------|---------|
| Fingland | Susan | Clerk III w/Typing | \$10.00 |
| Brugger | Catherine | Teaching Assistant | \$10.47 |
| Brunelle | Pamela | Teaching Assistant | \$10.47 |
| Buongiorno | Sharon | Teaching Assistant | \$10.47 |
| Disano | Delores | Teaching Assistant | \$10.47 |
| Drzewicki | Margaret | Teaching Assistant | \$10.47 |
| Ehrmentraut | Margaret | Teaching Assistant | \$10.47 |
| Haring | Joann | Teaching Assistant | \$10.47 |
| Hartwig | Kathleen | Teaching Assistant | \$10.47 |
| Kalwas | Laurie | Teaching Assistant | \$10.47 |
| LeClair | Joanne | Teaching Assistant | \$10.47 |
| Merrill | Linda | Teaching Assistant | \$10.47 |
| Niedermeier | Katherine | Teaching Assistant | \$10.47 |
| Okolowicz | Elysia | Teaching Assistant | \$10.47 |
| Oliver | Jean | Teaching Assistant | \$10.47 |
| Robinson | Lisa | Teaching Assistant | \$10.47 |
| Terrell | Mary Jo | Teaching Assistant | \$10.47 |
| Walker | Margaret | Teaching Assistant | \$10.47 |
| Zess | Cheryl | Teaching Assistant | \$10.47 |

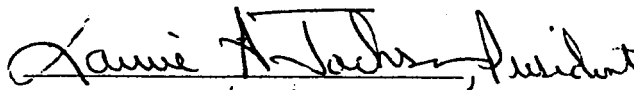
The parties agree that the terms of this Memorandum of Agreement are solely to address the particular circumstances of these persons. Therefore, this Memorandum of Agreement shall not constitute, and shall not be deemed to constitute, a practice or precedent with respect to any other persons, and it shall not be cited or referred to in connection with any future situation.

FOR THE DISTRICT



Dated: 9/14/04

FOR THE CCPA



Dated: 9/14/05