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AGREEMENT

Between The

**Beaver River Central School
Superintendent**

And the

**Beaver River School Related
Personnel Association**

July 1, 2008– June 30, 2011

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**ARTICLE I
PRELUDE**

This Agreement made and entered into this 5th day of January, 2009, by and between BEAVER RIVER CENTRAL SCHOOL DISTRICT SCHOOL RELATED PERSONNEL ASSOCIATION/NYSUT/AFT/AFL-CIO (hereinafter referred to as the "Union" or "BRSRP") and the BEAVER RIVER CENTRAL SCHOOL DISTRICT (hereinafter referred to as the "District" or "Employer"). The Union and the District are also hereinafter referred to jointly as the "Parties" or singularly as a "Party". This agreement shall expire on June 30, 2011.

**ARTICLE II
RECOGNITION**

- A. PERB certified the Union as the exclusive bargaining representative of a Unit including: All full-time and part-time school related personnel, including but not limited to: Elementary Office Secretary, Guidance Office Secretaries, CSE Secretary, Transportation/High School Office Secretary, Monitors, Teaching Assistants, Teacher Aides, Bus Drivers, AV Coordinator, Nurse, Food Service Workers, Cook, Baker, Cashier/Food Service, Assistant Cook/Baker, Cleaners, Custodians, Mechanic, Custodian/Maintenance, Maintenance/Assistant Head Custodian and Head Mechanic.
- B. Excluded from the above Unit are all other employees, including Substitutes, Business Manager, Business Office Account Clerks and Senior Account Clerks, Superintendent's Secretary, Building/Grounds Supervisor, Food Service Manager.

**ARTICLE III
NO STRIKE CLAUSE**

No member of this bargaining unit or representative of the unit shall engage in a strike, and no member of this bargaining unit or representative of the unit shall cause, instigate, encourage, or condone a strike.

**ARTICLE IV
MANAGEMENT RIGHTS**

- A. Any or all rights, powers, authority and prerogatives which the District had prior to entering into this Agreement are retained by the District, except as those rights, powers, authority or prerogatives are expressly and specifically limited by the provisions of this Agreement.
- B. The District previously held and continues to hold exclusive authority which shall not be subject to grievance procedure or an improper practice charge to determine: the services it will provide; the assignment of staff; quality standards; supervision of staff; the size and composition of the staff; the establishment of new positions or changes in the content of existing positions; whether to purchase or otherwise acquire services; the sale, use,

lease, discontinuance or disposal of any part of its buildings, equipment, services and materials.

- C. The failure to enumerate such retained rights, powers, authority and prerogatives in this Agreement shall not be construed as a waiver of any such rights, powers, authority or prerogatives.

ARTICLE V UNION DUES AND AGENCY FEES DEDUCTIONS

- A. The Union shall certify to the Business Manager, in writing, the current rate of the membership dues for payroll deductions. The Union shall give the Business Manager thirty (30) days written notice prior to the effective date of any rate changes in the dues.
- B. The District agrees to deduct dues, fees and assessments from each employee that belongs to the Union or the equivalent Agency Fees for non-Union members, as authorized in writing by the employee.
- C. The dues, fees and assessments for the organization shall be deducted in installments, beginning with the second payroll date in September.

ARTICLE VI GRIEVANCE PROCEDURES

A. Definitions

1. Grievance – A grievance shall be any claimed violation of the terms and conditions of employment specified in this Agreement.
2. Grievant – A grievant shall be any unit employee or the entire Union.
3. Day – Days shall mean work days, excluding weekends and holidays.
4. Immediate Supervisor – Immediate supervisor shall mean the administrator with the most immediate supervisory authority over the aggrieved party or his/her designee.
5. Superintendent – The District's Superintendent of Schools.
6. Board – The District's Board of Education.

B. General Procedures

1. All grievances shall be in writing and include the name and position of the grievant, articles of the contract allegedly violated, the general nature of the grievance, and the redress sought.

2. Except for informal decisions at Step 1, all decisions shall be rendered in writing and shall be forwarded to the President of the Union and the grievant.
3. In the event that any grievance is settled, pursuant to this procedure, such adjustment shall be final and binding upon the grievant, but does not create a precedent or ruling binding upon either Party in future proceedings.
4. If any provision of this grievance procedure or any application thereof to any employee or group of employees in the unit shall be finally determined by any court to be contrary to the law, then such provision or application shall be deemed invalid, but all other provisions or applications will continue in full force and effect.
5. Grievances shall be submitted to Step 1 within fifteen (15) days of the act, event or occurrence giving rise to the grievance.
6. Failure by the grievant or Union to process said grievance within the time frames set forth herein shall be considered a bar and there shall be no right to process the grievance any further.
7. Should the employer or its representatives not process the grievance in a timely fashion, the grievant may move to the next step of the grievance process as though an answer denying the grievance had been received within the stated time frame.
8. All grievance business will be conducted outside the employees' work time when reasonably possible.
9. To facilitate settlement of differences, the Board and the Association agree to make available any and all relevant and material documents concerning the grievance.

C. Step Procedures

Step 1 – Informal

1. The grievance shall first be discussed between the grievant and his/her Union representative in order to determine the merit of the grievance. The grievant and/or Union representative will then discuss the grievance with the grievant's immediate supervisor in an effort to settle the matter informally.
2. If the grievance is not settled informally, the Union, and/or the grievant, shall reduce the grievance to writing and present it to the grievant's immediate supervisor within five (5) days of the supervisor's informal decision. No more than five (5) days after the written grievance is presented, the supervisor will

render a decision in writing and forward it to the grievant and the Union President.

Step 2 – Superintendent

If the grievant is not satisfied with the written decision at the conclusion of Step 1, a written appeal of the decision may be filed by the grievant or the Union with the Superintendent within ten (10) days after the grievant or Union has received such written decision. Within five (5) days after receipt of the appeal, the Superintendent or duly authorized representative shall schedule a meeting with the grievant, his/her representative and other parties of interest. The Superintendent shall notify the grievant and the Union of the date and time of the meeting within seven (7) days of the Superintendent's receipt of the appeal. The Superintendent shall render a decision in writing to the grievant and the Union President within ten (10) days after the conclusion of the hearing.

Step 3 – Board

If the grievant is not satisfied with the decision of the Superintendent, an appeal may be filed in writing to the Board within five (5) days after receiving the Superintendent's decision.

The Board or a committee thereof shall hold a hearing at its next regular Board meeting after receipt of the written appeal, with the aggrieved party and his/her representative.

Within five (5) days after conclusion of the hearing, the Board's written decision with reasons given shall be transmitted to the aggrieved party.

ARTICLE VII PAID LEAVE AND LEAVE WITHOUT PAY

A. Definitions:

“Day(s)” means the particular workday of an employee. For example, an employee who regularly works 3 hours per day shall receive paid leave for a 3-hour day.

“Immediate Family” is defined as spouse, child, mother, father, grandparents, sister, brother, mother-in-law, father-in-law, sister-in-law and brother-in-law of the employee.

“Full-Time Employee(s)” are employees who regularly work 7 or more hours per day for 5 days per week, or those employees who work 35 hours or more per week.

“Part-Time” Employee(s)” are all employees not meeting the requirements of a full-time employee described above.

B. Sick leave for all employees in the bargaining unit will accrue at one (1) day per month.

- C. Ten (10) month employees may use up to five (5) days of their earned annual sick leave for illness in the immediate family; twelve (12) month employees may use up to six (6) days of their earned annual sick leave for illness in the immediate family.
- D. Twelve (12) month employees may accumulate their unused paid leave days up to a maximum of 220 days, 10-month employees may accumulate their unused paid leave days up to a maximum of 185 days. Accumulated paid leave days may only be used for the employee's personal sickness.
- E. An employee must notify his or her immediate supervisor as soon as possible when requesting leave for personal sickness or immediate family sickness.
- F. An employee granted leave for personal sickness or immediate family sickness may be asked to submit additional justification for the leave. For example, a treating physician's statement of patient's condition and prognosis.
- G. Bargaining unit members will be granted three personal business days per year. Unused personal days will accumulate to the employee's accumulated sick leave. Two personal business days may not be used together on consecutive workdays.
- H. Absent extenuating circumstances, the employee must notify his/her supervisor, in writing as far in advance as possible, but not less than two (2) days prior to the date of requested leave.
- I. In an emergency situation, the two working days written notice requirement may be waived by the Superintendent. In such cases, the employee must provide the Superintendent with satisfactory reason(s) why the two working days written notice requirement notice was not possible.
- J. Personal business days shall not be taken within three (3) days prior to or after a scheduled vacation or holiday.
- K. Personal business leave days may be used immediately prior to or after a scheduled vacation or holiday for extenuating reasons such as, but not limited to, attendance in court, funeral outside the family, family weddings, graduation, impassable roads, accidents, taking or picking up a child at college, with prior approval of the Superintendent.
- L. Not more than one personal business day will be granted on a particular day for each group depending on availability of substitutes.
- M. Leave Without Pay – At the discretion of the Superintendent, an employee who has exhausted all of his or her paid leave days may request leave without pay. Prior approval must be obtained from the Superintendent. The employee must submit a written request to the Superintendent describing in detail the necessity for unpaid leave at least two working days prior to the date of requested leave. In an emergency situation, the two

working days written notice requirement may be waived by the Superintendent. If no leave is granted, the employee must report to work.

N. Bereavement Leave

1. Up to five (5) consecutive days leave per occurrence, non-cumulative year to year, shall be available in the event of death in the employee's immediate family. Immediate family is defined as: parent/in-law parent, children, spouse, grandparents, and siblings. Extensions of such leave shall be at the sole discretion of the Superintendent.
2. Up to two (2) days leave per occurrence, non-cumulative year to year, shall be available in the event of death of the employee's aunt, uncle, niece, or nephew. Extensions of such leave shall be at the sole discretion of the Superintendent.
3. Leave for death of persons of other significant relationship shall be at the discretion of the District Superintendent.

O. In the event of an extreme emergency (terminal illness of a parent, spouse, or child), the Superintendent may at his/her discretion grant the use of accumulated personal sick leave to unit members after all other appropriate leaves have been exhausted. The Superintendent will determine the number of days. The decision to grant or deny the use of sick leave and the number of days granted shall not be grievable.

**ARTICLE VIII
PAID HOLIDAYS**

A. Full-time, 12-month employees will have the following days off as paid holidays:

1. Independence Day
2. Labor Day
3. Columbus Day
4. Veterans Day
5. Thanksgiving Day
6. Day after Thanksgiving Day
7. Christmas Day
8. Day after Christmas
9. New Year's Day Observance
10. Martin Luther King, Jr. Day
11. President's Day
12. Good Friday
13. Memorial Day

B. Holidays that fall on Saturday will be observed on Friday and holidays that fall on Sunday will be observed on Monday.

- C. Should school be in session on any of the above holidays, the District will attach an unobserved holiday to the employee's vacation time, or schedule observance on another day, whichever is deemed by the District to be most feasible.
- D. To be eligible for holiday pay, the full-time, 12-month employee must work the last scheduled work day before the holiday and the next succeeding work day except when the employee is on vacation or on one of the approved leaves of absence.

**ARTICLE IX
HEALTH INSURANCE**

- A. Eligible employees may enroll in the Jefferson-Lewis et. al. School Employees' Health Plan (the "Plan"). The Union agrees to the Memorandum of Understanding ("MOU") of 1998, which holds that the level of benefits are determined by the Board of Trustees of the Plan and changes in the Plan shall not be litigated in any forum.
- B. Only full-time employees, those who regularly work 35 or more hours per week, are eligible to enroll in the Plan.
- C. The preceding paragraph notwithstanding, current employees who were hired prior to January 1, 1997, who were eligible* for the Plan prior to January 1, 1997, and have continuously been employed by the District are eligible to enroll in the Plan.

*[Employees who regularly worked 20 or more hours per week and whose annual salary was greater than \$10,000 were eligible prior to January 1, 1997.]

- D. The District will contribute 90% and the employee will contribute 10% toward the total premium cost for an employee enrolled in an Individual Plan. The District will contribute 80% and the employee will contribute 20% toward the total premium cost for an employee enrolled in a Family Plan.
- E. Eligible employees may enroll within 30 days of hire or by June 1, to be eligible for coverage by July 1.

**ARTICLE X
DENTAL INSURANCE**

Eligible employees may enroll in the Dental Insurance Program administered by the Syracuse office of Blue Shield ("Dental Program").

- A. Only full-time employees, those who regularly work 35 or more hours per week, are eligible to enroll in the Dental Program.
- B. The preceding paragraph notwithstanding, current employees who were hired prior to January 1, 1997, who were eligible* for the Dental Program prior to January 1, 1997, and have continuously been employed by the District are eligible to enroll in the Plan.

*[Employees who regularly worked 20 or more hours per week and whose annual salary was greater than \$10,000 were eligible prior to January 1997.]

- C. Individual and Family plans are available with the District contributing 50% and the employee contributing 50% of the total premium costs.
- D. New full-time employees may enroll in the Dental Program within 30 days of employment and after that on 9/1 and 3/1 each year. A position must last more than 90 days with a salary statement for minimum eligibility.

ARTICLE XI FLEXIBLE SPENDING PLAN (IRS CODE SECTION 125)

The District shall provide a flexible spending plan, in accordance with the provisions of the Internal Revenue Service Code, Section 125. Such plan shall include a premium payment account, unreimbursed medical (including dental and vision) expenses account, and dependent care expense account.

ARTICLE XII DIRECT DEPOSIT

The District shall provide direct deposit of an employee's payroll check, or part thereof, to the financial institutions of the employee's choice, provided the institution is ABA-affiliated. A request for a change in you direct deposit needs to be completed and submitted to the Business Office 30 to 45 days in advance of the payroll date.

ARTICLE XIII INJURY ON THE JOB

Compensation Insurance – Employees are insured against accidental injury that happens while at work for the District. The following rules are necessary to coordinate the policy:

- A. Notify your supervisor immediately following the accident. He/she will give you directions for reporting, etc.
- B. The Supervisor or the employee should then immediately report the accident to the Business Office.
- C. If an employee wishes to be paid sick leave for the time lost from work, then a waiver of compensation wage reimbursement must be signed in the Business Office. Any money received by the District will be calculated at a daily rate and will be credited to sick leave used.

**ARTICLE XIV
PERSONNEL RECORDS**

- A. The official personnel file on each member shall be kept in the District Office. No other official file of personnel matters will be maintained by the District.
- B. Members shall have the right, upon verbal request during the subsequent twenty-four hour school day, to review their personnel file. They shall be supplied a copy of any documents contained therein not previously furnished. A member is entitled to have another member of the local Association present during such a review.
- C. Members shall receive copies of all material, which could be used in a disciplinary or evaluative manner. The member shall sign such documents to be placed in the personnel file. Such signature indicates only that the member has seen the material. If the member wishes, he may submit a written response to any material placed in his file. Such written response shall be attached to the pertinent document and become part of the member's official file.
- D. The member shall have the right to answer any material filed and his answer shall be attached to the file copy. The member shall have ten (10) school days, exclusive of the summer vacation period, from the date of his/her examination of the contested material to answer such material. The member and the person responsible for the initial material being filed shall sign the response.
- E. No material in a member's file will be released to other than District personnel in the course of their duties without that member's permission.

**ARTICLE XV
DUE PROCESS**

No bargaining unit member will be disciplined or dismissed from service without being afforded due process. Bargaining unit members shall have: 1) the right to be given notice of the District's concerns, 2) the right to meet with the District and respond to the District's concerns, and 3) the right to have a union representative at such meeting(s). It is understood by and between the parties to this Agreement that the underlying principle of due process is fundamental fairness.

**ARTICLE XVI
MISCELLANEOUS**

- A. Retirement Credit for Unused Sick Days – Bargaining unit members eligible to retire under the New York State Retirement System, retiring at the minimum age or later with three months prior notice after at least fifteen years of service for the District shall be remunerated at the rate of \$24 per eight-hour day for each day of accumulated unused

sick leave to a maximum of 190 days. A proration will be necessary for employees working less than eight hour days.

- B. Bargaining unit members may have the entire paycheck or portion thereof, direct deposited in an institution of their choice, provided the institution is ABA affiliated.
- C. Position Related Course Completion – The District will reimburse bargaining unit members for direct expenses (for example, tuition, books, and course fees) for courses related to the member's position in the District. Courses must be taken through accredited institutions. The member must receive prior approval of the course reimbursement from the Superintendent. The District will reimburse the employee only after proof of satisfactory completion of the course, meaning a passing grade, and paid receipts.
- D. In-Service Workshop – Employees can be required to attend or do their normal work as authorized by their supervisor on District Conference Days at no additional pay.
- E. Early release of students due to emergency – 10-month secretaries are to work one hour after the closing of school.
- F. Salary Payment Schedule – Bargaining unit members who are 10-month employees and do not get paid by the hour may elect to have their salaries on a 10-month, 22 payment plan; or a 12-month, 27 payment plan with the last check being equal to six payments.

Example: \$10,000 yearly salary on a 10-month, 22 payment plan = \$454.54 gross salary per check.

\$10,000 yearly salary on a 12-month, 27 payment plan = \$370.37 gross salary per check for all checks except the last. The last check in June would be a gross of \$1,851.85.
- G. Safety Work Shoe Policy – Transportation mechanics, custodial maintenance personnel, and Transportation and Building & Maintenance Supervisor must wear steel toed safety work shoes as a condition of employment. A maximum of one pair of shoes per year. The employee will be reimbursed at 100% to a maximum of \$100. The school district will pay all shipping costs if ordered through the supervisor. The style of shoe to be ordered or reimbursed is subject to the approval of the supervisor.
- H. Bus Garage uniforms – The District orders by lease agreement and will pay 50% of five uniforms per week, which is three clean uniforms per week.
- I. Custodial Uniforms – The District will reimburse those employees required to wear custodial uniforms up to \$60 per year in February for the purchase of supervisor-approved uniforms.

- J. Cafeteria Uniforms – The District will reimburse those employees required to wear cafeteria uniforms up to \$60 per year in February for the purchase of supervisor-approved uniforms.

**ARTICLE XVII
TRANSPORTATION DEPARTMENT WORKING CONDITIONS**

A. Available Bus Routes

The District will create a seniority list of drivers for assignment of bus runs.

1. Regular Routes – When a regular bus route becomes available, regular full-time drivers will have the first opportunity to be assigned to the route. The decision to fill the position will be based on seniority. Seniority is defined as the date that the individual was hired as a regular full-time bus driver. If a regular full-time driver refuses or is unavailable for a run, their name will go to the bottom of the list. Substitute drivers will be considered for a bus route only if no regular full-time driver has requested the route.
2. Mid-Day Routes – For additional mid-day routes (such as BOCES, Special Education Routes and Headstart) when they become available, regular full-time drivers will have the first opportunity to request the bus runs based on seniority. Seniority will be based on the hire date as a regular full-time bus driver. If a regular full-time driver refuses or is unavailable for a run, their name will go to the bottom of the list. Sub drivers will be assigned only if no regular full-time bus drivers have requested the route.
3. Summer Routes – When a summer bus route becomes available, regular, full-time drivers will have the first opportunity to be assigned to the route. Seniority is defined as the date the individual was hired as a regular full-time driver. If a regular full-time driver refuses or is unavailable for a run, their name will go to the bottom of the list. Sub drivers will be assigned only if no regular full-time bus drivers have requested the route.

The following statement applies to numbers 1-3 above under Available Bus Routes:

- However, there may be situations when the administration and Board need to consider other factors when considering bus run assignments rather than basing the assignment only on seniority.

- B. Request for Changing Bus Routes – Requests for a change in bus run(s) for the following year must be made in writing and submitted to the Transportation Supervisor for consideration by June 30th.
- C. Call In – Any regular full-time driver will be paid a two hour minimum of \$26 for being called in to drive.

- D. 30-Hour Course – All regular full-time bus drivers are required to take a 30-hour course and will be paid at the rate of \$50 upon completion.
- E. Extra-Curricular Late Run – Extra-curricular late runs leave the high school each day. The rate of pay is \$29.48 per night, \$14.74 per hour for each hour over two hours. Each September after the bus driver's meeting, drivers will be assigned late run service. Regular full-time drivers will be given the opportunity to drive the late bus. Subs will not be assigned as long as regular full-time drivers are available, even if some people will drive the full year. Therefore, drivers on late runs should not sign up for extra trips during that time, unless the trip falls on a weekend or a holiday when there is no late run. Late run hours will not be counted toward hours used for assigning extra trips.
- F. Extra Bus Runs
1. Regular drivers will be assigned trips before substitutes. Substitutes may be used when necessary to fill trips not taken by regular drivers.
 2. The transportation supervisor will try to give all regular drivers equal opportunity for extra trips. Extra driving will be assigned in three seasons. The dates of the seasons will be September 1 – November 30; December 1 – March 31; and April 1 – June 30. At the beginning of each period, drivers will start with zero extra driving time.
 3. Drivers will be paid every two weeks for extra trips. Before receiving payment, bus drivers must:
 - a. Make out a trip sheet for extra driving. The sheet should include the name of group or organization, destination of the trip, miles and the number of hours you expect to receive pay for, and the number of passengers transported. These reports should be turned in to the transportation office by 8:30 a.m. on Wednesday before pay day. Failure to comply may exclude the driver from being assigned extra runs.
 - b. A bi-weekly report form will be made out in the Transportation Office. A copy of this report will be enclosed with the driver's check.
 - c. A driver who takes any extra trip during their regular route time will be deducted the route time hours.
 4. Extra driving – As far as possible, all extra driving is assigned on a week to week basis. On Wednesday afternoon, a weekly driver notice is given to each driver in the line-up. The notice contains the extra driving for the following week. If the driver does not receive one, they should request one. This notice may be out early depending on vacations and other circumstances.

5. If a driver desires any extra driving, return the sheet to the transportation supervisor by 9 a.m. on the following morning.
6. On Thursday, the list of runs not selected by drivers will be posted in the bus garage. Drivers may sign up for these runs. Selecting runs from this posting does not count towards accumulated extra driving time.
7. On Friday afternoon, the sheets are returned to those drivers who are assigned extra runs. The circled runs are the ones which have been assigned to the driver.
8. The driver is responsible for notifying the school personnel if the bus is returning later than expected when on a field trip during the day. The driver should contact the transportation supervisor first by phone or radio.
9. On extra runs, the chaperone is responsible for maintaining discipline on the bus. If the driver feels he/she cannot drive safely because of student activity, they are to ask the chaperone to handle the problem. The driver then needs to decide if it is necessary to contact the transportation supervisor or an administrator regarding the seriousness of the situation. If the chaperone is not successful, it is expected that the driver will stop the bus and assist in the discipline problem. It is the driver's responsibility to return the students safely.
10. On extra runs, a driver is entitled to take one passenger of his/her choice for whom the driver will accept the responsibility. The passenger should be instructed that interference with the driving process will not be accepted. The driver must list the passenger's name on the "Bus Driver's Daily Report."
11. Management reserves the right to assign certain trips that are scheduled during a regular work day to a full-time mechanic/driver so long as no extra or overtime pay will be realized by that driver/mechanic.
12. Drivers will be paid their regular rate of pay during the hours of their regular run, whether they are driving their regular run or a special run. During the time outside their regular run hours, when drivers have elected to drive a special run, they will be paid the Trip Rate (\$15 per hour).

ARTICLE XVIII VACATION LEAVE

- A. All full-time 12-month employees who have completed the below listed required service shall be entitled to the indicated vacation days with pay:
- After one (1) full year of service – 5 days
 - After three (3) full years of service – 10 days
 - After eight (8) full years of service – 15 days
 - After fifteen (15) full years of service – 20 days

Current employees with over 20 vacation days are grandfathered and will not lose those days or earn additional days.

- B. Vacation days will be awarded on July 1, for use during that school year – July 1 – June 30.
- C. Employees who have been employed with the District at least one (1) year and who resign their employment shall have their earned vacation time pro-rated and remunerated at the time of separation.
- D. Vacation time will be taken when the work situation of the employee permits the absence. All employees shall seek written approval for requested vacation days through their immediate supervisor and the Superintendent on the official District leave request form.
- E. All vacation time shall be taken in the fiscal year after it has been awarded. Employees may carryover up to five unused vacation days upon written approval of the Superintendent. All carried over vacation time must be used by the end of the first full week of July, or else it will be lost.

ARTICLE XIX LAYOFF/RECALL

- A. In the event the District determines that there is a need to layoff unit members serving within the title teaching assistant, who were appointed on June 7, 2004, pursuant to a single Board resolution, the District shall use total length of District employment, in education and civil service positions, to determine seniority.
- B. The following applies only to Competitive Class positions:
 - 1. Seniority, layoff, recall and reduction in hours shall be performed in accordance with the New York State Civil Service Law.
- C. The following applies to Non-Competitive and Labor Class positions:
 - 1. In the event the District determines there is a need to layoff unit members, such layoff shall be accomplished by the least senior unit member within a given title being laid off first. Seniority shall be defined as the length of continuous service with the District in the title affected.
 - 2. Unit members shall be recalled to vacancies in titles, which they have been laid off, in the inverse order of layoff. A unit member shall remain on an active recall list for a period of two (2) years from the time of layoff. A unit member shall forfeit his/her right to recall if he/she refuses to accept a position that is offered.

**ARTICLE XX
JURY DUTY**

- A. The employee shall submit to the Superintendent or his/her designee, a copy of the jury duty summons immediately after receiving the summons.
- B. The Union recognizes and the employee shall cooperate with respect to the right of the employer to seek an exemption from jury duty service of any employee.
- C. If an employee is relieved from jury duty at a time when there is time remaining in his or her shift, the employee shall call his or her immediate supervisor for the purpose of determining whether the employer desires the employee to complete his or her shift.

**ARTICLE XXI
SALARY**

2008-2009: Each bargaining unit member will receive a 3.77% increase over their 2007-2008 base hourly rate. Teaching Assistants will receive an additional \$250. Total increase is 4%.

2009-2010: Each returning bargaining unit member will receive a 3.78% increase over their 2008-2009 base hourly rate. Teaching Assistants will receive an additional \$250. Total increase is 4%.

2010-2011: Each returning bargaining unit member will receive a 3.79% increase over their 2009-2010 base hourly rate. Teaching Assistants will receive an additional \$250. Total increase is 4%.

**ARTICLE XXII
SAVINGS CLAUSE**

If any provisions of this Agreement or any application of this Agreement to any employee or group of employees shall be found contrary to law, or would tend to impinge upon or reduce in any way the duties or responsibilities of the Board of Education as defined in Sections 1709, 1711, 1950 or other sections of the Education Law pertaining to the duties and responsibilities of the Board of Education, then such provision or application shall not be deemed valid or subsisting, except to the extent permitted by law, but all other provisions or applications will continue.

**ARTICLE XXIII
ZIPPER CLAUSE**

The parties agree that all terms and conditions of employment of concern have been discussed during the negotiations leading to this Agreement and that negotiations will not be reopened at any time on any item whether contained herein or not before the date negotiations are reopened for a successor Agreement. This Agreement may be added to, deleted from, or modified only through the voluntary mutual consent of both parties in a written and signed amendment to this Agreement.

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

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED THIS 5th DAY OF January, 2009.

FOR THE DISTRICT:

Helen Smithling

Date: January 5, 2009

FOR THE UNION:

Helen Parkham

Date: Jan. 5, 2009