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GEN / 5095

Agreement

Between the

GENEVA CITY SCHOOL DISTRICT

And the

CIVIL SERVICE EMPLOYEES ASSOCIATION, INC.,
LOCAL 1000, AFSCME, AFL-CIO,
Geneva City School District Employee Unit #7851
Ontario County Local 835



July 1, 2007- June 30, 2008

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NYS PUBLIC EMPLOYMENT
RELATIONS BOARD

8/6/7 298
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PREAMBLE

The Geneva City District, hereinafter referred to as the "District" and the Civil Service Employees Association, Inc., Local 1000, AFSCME, AFL-CIO, Ontario County Local 835, Geneva City School District Employee Unit 7851, hereafter referred to as the "Association," pursuant to the principles of the "Public Employees Fair Employment Act" do hereby agree as follows:

ARTICLE I **Recognition**

The District, pursuant to the procedures as outlined in Article XIV of the Civil Service Law, entitled the "Public Employees Fair Employment Act" has recognized the Civil Service Employees Association, Inc., Local 1000, AFSCME, AFL-CIO, Unit, Ontario County Local 835, Geneva City School District Employees Unit 7851, as the sole and exclusive bargaining agent for all employees in the defined bargaining unit for the purpose of negotiations under the Public Employees Fair Employment.

ARTICLE II **Bargaining Unit**

The non-instructional negotiating unit includes all full and part-time secretarial, clerical, maintenance service, custodial, transportation, food service, school nurses, psychometrist, home school advisors, and all other non-instructional personnel, A.V. Technician, and Teacher Aides and Teaching Assistants. This unit shall not include the school lunch manager, facilities manager, and secretary to the Superintendent of Schools.

Included in the unit are: All full-time and part-time non-instructional employees in the following job classifications: cleaner, custodian, senior custodian, head building custodian, secretary, typist, stenographer, senior account clerk, typist, building maintenance helper, building maintenance mechanic, laborer, food service helper I, food service helper II, cook, baker, cook manager, school bus driver, automotive mechanic, head automotive mechanic, registered school nurse, home school advisor, school psychology technologist, teacher aide, teacher assistant, audio visual technician, monitor, messenger, stock clerk, student supervisor, senior payroll clerk, payroll clerk, grant aide, photocopy machine operator, family aide, census taker, groundskeeper, automotive mechanic-driver, internal suspension monitor, account clerk typist, coordinator of family services, lifeguard, computer service assistant, customer service representative and library aide and all other non-instructional personnel.

Excluded from this unit: Employees in other negotiating units, Superintendent of Schools, Assistant Superintendent for Business, Assistant to the Superintendent, Principals and Assistant Principals, School Lunch Manager, Transportation Supervisor, Facilities Manager, Building Maintenance Supervisor, Secretary to the Superintendent of Schools, Secretary to the Assistant Superintendent for Business, Director of Special Programs and Pupil Personnel Services, BOCES personnel, bus driver trainees and all seasonal, temporary, and substitute persons, Assistant to the Superintendent for Human Resources, Secretary to Assistant to the Superintendent for Human Resources, Assistant Superintendent of Curriculum and Instruction. Also excluded are all other employees.

ARTICLE III

Association

- A. The District hereby agrees to deduct bi-weekly from the pay of each employee an amount of money in payment of uniform dues in the Association, and any insurance premiums under an Association-operated insurance plan, for those employees who have authorized in writing, such deductions by the District. The District further agrees to transmit said deductions bi-weekly to the Civil Service Employees Association, 143 Washington Ave., Albany, NY 12228 by check payable to the aforementioned Association and/or to the appropriate insurance corporation designated by such Association.
- B. Membership in the Association shall be voluntary and the District agrees that there shall be no discrimination, interference, restraint, or coercion by the District or any of its agents against any employee because of his membership in the Association or because of any lawful activities on behalf of the Association and its fellow members.
- C. The Association shall have the right to post dated notices and other communications on bulletin boards maintained on the premises and facilities of the District provided, however, that the content is not derogatory or controversial.
- D. The CSEA Field Representative may visit employees on the job so long as work performance is not affected. The Superintendent will be notified whenever the CSEA Field Representative is on school grounds.
- E. All Association business by employees will be conducted outside the employee's regularly assigned working day, except as approved by the superintendent.
- F. The President of the Geneva Unit of the Ontario County Local, Civil Service Employees Association, Inc. or his or her designee(s) shall be allowed a leave of absence of fifteen (15) working days with pay and without loss of leave credits in each contract year for the purpose of attending seminars, conventions, conferences, and/or other types of meetings of the Association, of any one of its subdivisions or of an organization with which the aforementioned Association is affiliated.
- G. On the effective day of this agreement, the employer shall supply to the President of the Unit - a list of all employees in the bargaining unit showing the employees full name, job title, work locations, membership status, and first date of employment. Such information shall hereafter be provided to the President of the Unit by October 1 of each year.
- H. A representative committee of support staff employees shall be appointed to represent each building or general area of employment to meet with the Superintendent of Schools and School Business Official at times mutually agreed upon to maintain an open line of communication regarding items of concern to employees of the support staff negotiating unit.

ARTICLE IV

Strikes

No public employee or Association shall engage in a strike and no public employee or Association shall cause, instigate, encourage, or condone a strike.

ARTICLE V

Salaries and Wages

A. 2007-2008 School Year: Each unit member who returns to service on July 1, 2007 (or on the first day of school in September, 2007) will receive an increase of 4% per hour (including any step movement on the matrix) in the unit member's 2006-07 hourly rate or salary, whichever applies.

• Starting rates are to increase by 2% per hour at step 1 of the matrix.

B. Starting Rates of Pay:

The District may pay a new employee in maintenance positions, teaching assistants, and home school advisor more than the starting rate and up to step ~~5A~~ of the wage/salary matrix due to the employee's experience.

C. Shift Differential

1. Any employee working the major portion of his hours between 6:00 p.m. - 6:00 a.m. daily, shall receive a night shift differential of \$600.00 annually.
2. During vacation periods, those individuals receiving night shift differential shall work nights on those nights when events are scheduled in their building, providing the event is scheduled on the employee's regularly scheduled work day.

D. Longevity

1. Effective July 1, 2004 the salary increments for longevity purposes are included for all full-time employees of the District as follows:

10 years:	\$400
15 years:	\$500
20 years:	\$600
25 years:	\$700

Each full time 10-month, 11-month or 12-month employee shall receive the full amount without prorating the amount on the basis of, for example, 10/12ths of this amount.

The method of computation is as has been paid in the past; for example, a full-time 15-year employee obtains \$500 for service beyond 15 years, not \$900.

2. Salary increments for longevity purposes for employees working less than full time are pro-rated on the basis of the ratio of each employee's standard work schedule to full time:

Example: Employees working 20 hours/week, 12 months, after 10 years would earn, \$200.00; after 15 years, \$250.00; and after 20 years, \$300.00.

3. Longevity payments will be initiated on the employees anniversary date and will be pro-rated over the year on a per pay period basis.
 4. Effective with the start of the 2006-07 school year the longevity payments will become part of the unit employee's total base wages. For example, if during the 2006-07 school year the employee has been employed for 15 years, s/he will have the \$500 stipend become part of his/her total wages on which a negotiated percentage increase would apply.
- E. Substitutes shall be paid the rate set by the District.
- F. Mileage Reimbursement
Unit employees who are required to use personal vehicles for school district business shall be reimbursed at the current US Internal Revenue Service rate per mile upon submission of the requested reimbursement on the appropriate District form.
- G. Nurse Issues
The District agrees to reimburse each school nurse for the cost of malpractice insurance up to \$200 per school year. The District will provide each school nurse with a lab coat once per school year.
- H. Tax Sheltered Annuities
The District agrees to deduct from the paychecks of unit members who authorize payments to tax sheltered annuity vendors.
- I. Head Start
The following Head Start workers receive a stipend of \$1,035 each school year the teaching assistants assigned to the program and the coordinator of family services.

ARTICLE VI

Special Working Conditions

- A. Bus Drivers:
1. An allowance of fifteen (15) minutes will be included in each regularly scheduled bus driver's day prior to a.m., noon, or p.m. trips, for the purpose of performing thorough inspection of the vehicle the driver is scheduled to operate. (Thorough inspection shall follow a routine written procedure and shall be part of the driver's daily report.) Visual checks shall be performed as needed, at the driver's discretion.
 2. Extra Trips
 - a. There is established an extra trip rate which is to be set for each driver at the driver's regular rate of hourly pay, with a minimum of \$10.54 and maximum of \$15.14 per hour for the life of this Agreement.

- b. The extra trip rate would apply to waiting time while on an extra trip.
- c. There is established an extra trip minimum "call in" of 1.5 hours, however, the minimum "call in" does not apply where an extra trip extends a regular run for the driver. In those cases where a scheduled extra trip has been canceled and the driver is prevented from completing his/her regular run, the driver is to receive his/her normal hourly rate of pay for that period of time he/she would have normally worked on that day.
- d. Bus Drivers Waiting Time: Extra trips: All drivers hired since July 1, 1986 will receive the equivalent of step 1 for waiting time.

Waiting time will be the time between the end of a regular run and the beginning of an extra trip. This time will apply only when an extra trip is to start within 1/2 hour of the end of the regular run.

Waiting time clause is not intended to have an effect on overtime payment for driving time in excess of eight (8) hour per day or forty (40) hour per week.

- 3. Necessary meals are reimbursable up to \$8.00 each, for a driver required to be away from home all day or leave before 5:00 p.m. and return at 7:00 p.m. or after. Receipts must be obtained from the restaurant serving the driver.
- 4. Drivers who successfully complete an accredited bus drivers training course at the request (or upon approval) of the District, will be paid at the minimum driver rate for hours of attendance.
- 5. All Regular Bus Drivers will clean and wash the bus they are normally assigned to drive. Busses shall be cleaned in accordance with good practice and as weather conditions demand. An annual allowance of \$250.00 (effective July 1, 1990) will be provided. The \$250 allowance will be paid in the final paycheck for the school year.
- 6. The District agrees to provide bus drivers with protective type of over-garment to protect bus drivers' clothes while fueling and checking oil and other liquids.
- 7. Extra Trips
 - a. Extra trips will be scheduled on the basis of a rotating list of bus drivers to be maintained by the District.
 - b. At the beginning of each school year, the list shall be prepared on the basis of seniority. As extra trips become available, they will first be offered on the basis of seniority to bus drivers. Once a driver has been offered the opportunity of an extra trip, the driver will be rotated to the bottom of the list. The driver will then be eligible for another extra trip when the driver again reaches the top of the list.
 - c. Bus Mechanics who are also qualified as drivers may be included on the list for extra trips at their request. Those Mechanics who qualify for the list shall

then be eligible for extra bus trips provided such driving duties do not conflict with their Mechanic's duties as assigned by the District.

8. Automotive Mechanics and Head Automotive Mechanic Uniforms.

The District shall pay the cost of existing uniform service for the Head Automotive Mechanic and Mechanic.

B. Cafeteria Workers:

1. During periods of reduced cafeteria operation in any location, cafeteria employees in that location will be scheduled in such a manner as to divide the available work equally, to the extent practical.
2. All Cafeteria workers will receive an initial uniform allowance of \$103.50 which must have a purchase order from the business office. This allowance will be granted during the first year of employment to all cafeteria employees who are permanent in the cafeteria. The employee must present proof of purchase to the School Lunch Manager as to the disposition of these funds. The only acceptable items to be purchased with these funds are uniforms and shoes.

Effective September 1, 2005, the clothing allowance for cook and cook manager is to go to \$155 per year.

After the first year of employment, all permanent cafeteria employees are subject to the following:

- If the employee works four (4) hours or less on a regular basis, the employee may receive up to \$104 per year for uniform and shoe replacement costs upon submission of proof of the actual cost incurred;
 - If the employee works more than four (4) hours on a regular basis, the employee may receive up to \$129 per year for uniform and shoe replacement costs upon submission of proof of the actual cost incurred.
 - If employment terminates in less than six (6) months after the start of the school year in which an allowance has been given, the allowance paid for that year will be deducted from the person's final paycheck.
3. All Cafeteria workers called to work functions outside the regular school day shall receive one and one half times their regular hourly rate for such duty.

C. General

- a. Each employee covered under this contract who are assigned to work on a temporary basis to a job that pays more per hour than the employee's rate of pay; then in that case the employee will receive a temporary raise in pay rate as follows:
 - i. Food Service Helper 1 working for a Food Service Helper 2: \$.25 per hour
 - ii. Food Service Helper 2 working for a Cook: \$.25 per hour

- iii. Cook working for a Cook Manager: \$.25 per hour
- iv. Food Service Helper 1 working for a Cook: \$.50 per hour
- v. Custodial and Maintenance: \$1.00 per hour
- vi. Cleaner working for Head Custodian: \$2.00 per hour

The parties have agreed to institute fixed rates of pay for situations where a cleaner is assigned to do the work of a custodian; where a custodian is assigned to do the work of a head custodian; where a food service worker 1 is assigned to do the work of a food service worker II; where a food service worker II is assigned to do the work of a cook and where a cook is assigned to do the work of a cook manager.

- b. In the case of hourly employees, day to day substitute situations will be allowed only when the substitution results in at least an additional one half (1/2) hour of employment for the substitute.

D. Ten Month Employees

Any ten (10) month employees required to work in their regular job assignment before or after the regular school year working period will be afforded all normal benefits accruing to that position.

E. Maintenance and Custodial Employees

- 1. All maintenance employees, custodians and cleaners will be supplied with work uniforms, which will be cleaned and maintained by the employer. When maintenance and groundskeeper attain permanent status each is to be issued one (1) set of winter coveralls. Effective with the 2005-06 school year, each maintenance mechanic, head custodian, building maintenance worker and groundskeeper will receive \$100 per year for coverall and outerwear allowance with proof of purchase. No shorts to be worn on job.
- 2. Overtime shall be distributed according to a seniority roster, insofar as duty requirements allow.

F. Clerical Employees

All full time clerical employees including typists, stenographers, and account clerks scheduled to work the months of July and August shall work a seven (7) hour work day during those months only.

ARTICLE VII

Emergency Closing Days

A. Emergency Closing Days

- 1. First, Second and Third Emergency Closing Day in the school year (effective July 1, 2005).
 - a. When school is closed to students for an emergency as declared by the Superintendent, each unit employee shall be paid for the day and, in addition, each employee who is required to work on this day will receive one (1) compensatory vacation day.

- b. Emergency closing days which fall within the unit member's approved vacation period shall not be considered as the compensatory vacation day, but shall be considered as part of the approved vacation period.
 2. Fourth and following Emergency Closing Day in the school year.
 - a. Ten (10) month employees will not report to work and will not be compensated for the day. They may elect to charge the day to accrued personal or compensatory time.
 - b. Eleven (11) and twelve (12) month employees are to report to work and will receive the regular pay for the time worked (i.e. there will not be compensatory vacation time awarded for the third and following emergency closing day). If travel to work is unsafe, employees must immediately inform their supervisor prior to normal arrival time at work. A unit employee who cannot report to work at the regular starting time should try to get to work as soon as reasonably possible, and the employee will be compensated for the actual hours worked. If, due to the weather, an 11 or 12 month employee is not able to get to work, the employee may request that the time lost be treated as accrued personal, compensatory or vacation time.

B. Delayed Starting Time

On those work days when the normal starting time for school for students is delayed due to poor weather or other emergency reasons, unit employees who have no direct student responsibilities will report to work at the regular starting time, unless notified differently by their supervisor or unless prevented from coming to work because law enforcement has closed the roads. During delay, these employees may use compensatory time, personal leave or vacation leave. Nurses should report to work during delays.

Because the weather or the roads may improve over the course of the workday and because work is generally available for those with no direct student responsibilities, when a unit employee with no direct student responsibilities is not able to report to work at the regular starting time due to the bad weather or road conditions, the employee should try to get to work as soon as reasonably possible thereafter.

In all cases, except where the employee has been directed specifically not to come to work, the employee will be paid for the actual hours worked during a delayed starting time.

Unit employees who have direct student responsibilities are not required to come to work during the period of the delay, but are to report when the delay has ended. During delay, these unit employees with direct student responsibilities (e.g. teaching assistants, some teacher aides, cashiers in cafeteria for breakfast) may use compensatory time or personal leave.

Should the delay turn into an emergency school closing the provisions of Section A. above will apply.

C. Early Dismissal of Students

In situations where the Superintendent (or designee) declares that there is to be an early dismissal of students, those unit employees scheduled for evening work are to report at the regularly scheduled time or as otherwise assigned by their supervisor. For example, the supervisor may direct all staff to report during the day shift times.

ARTICLE VIII
Hours of Work - Work Week - Overtime
- Compensatory Time

- A. Hours of work and the work week shall be determined by the Facilities Manager, Transportation Supervisor, or School Lunch Manager together with the Building Principal according to a prepared schedule which shall not include more than forty (40) hours in any work week, except as required to maintain the normal operations or in the case of any emergency.

Except for emergency needs (such as snow removal and other emergency considerations) the District will provide a two (2) calendar weeks notice with regard to changes in the regular working hours of unit employees. This notice provision will not apply to work during the summer months.

All overtime must be authorized by the Facilities Manager, Transportation Supervisor, or School Lunch Manager or the Building Principal.

- B. The District agrees to pay time and one half of the employees' regular straight time rate for all hours worked in excess of any eight (8) hour day or forty (40) hour work week. Holidays not worked shall be considered a day of work for the purpose of computing salary.
- C. To the extent permitted by law, in lieu of overtime pay provided in Section B above, an employee may elect to take compensatory time off. An employee can accumulate seventy-five (75) straight time hours of compensatory time. All such compensatory time off shall also be at a rate of time and one half for each hour of overtime work required by the District.

Compensatory time off shall be taken at times mutually convenient to the District and the employee.

All authorized compensatory time except for one week (one week equals 40 hours) must be used by the end of the fiscal year (i.e. June 30th) in which the compensatory time was earned. If the unit member has more than 40 hours to his/her credit on June 30th, the District will pay out the value of this compensatory time as of its value on June 30th. Should the unit member have authorized and unused compensatory time consisting of time of up to one week at the conclusion of the fiscal year, the unit member must use this unused time within sixty (60) calendar days after the close of the fiscal year (i.e. by August 29th). If after August 29th there is any compensatory time from the prior fiscal year to the credit of any unit member this time will be computed at a value as of June 30th of the prior fiscal year and paid out to the unit member.

Employees regularly assigned as the sole custodian of the building shall not have the option to elect compensatory time in lieu of overtime pay.

- D. When a regular twelve (12) month unit member is called out to serve in a non-scheduled or emergency situation, the assignment will be for no less than two (2) consecutive hours of duty, unless otherwise stated in this Agreement.

ARTICLE IX

Retirement

- A. Effective July 1, 1984, all eligible employees will become members of the New York State Retirement System Section 75-i.
- B. To the extent permitted by Section 41-J of the New York State Retirement and Social Service Law, sick leave accumulated under the terms of this Agreement may be applied as additional service credit for an eligible unit member who chooses to retire.

ARTICLE X

Health Insurance

- A. Health Care Plan.
 - 1. Each unit employee who works twenty (20) or more hours per week is eligible for employer contributions to the District's health care program.
 - 2. In order to determine the eligibility for the health care program, a bus driver can add the times of the regular assigned runs to late bus runs. Eligibility in terms of meeting this 20 hours per week must be maintained to obtain this health care benefit.
 - 3. Each unit employee who works less than twenty (20) hours per week is eligible to join the District's health care program. The employee must pay the entire cost of such membership on the terms established by the District, which are generally that deductions from the employee's paycheck will be authorized when school is in session. The member will prepay by the first of the month when school is in summer recess.
- B.
 - 1. The District will continue to offer a plan through the Non-Monroe County Municipal School District Plan (NMCMSDP) called the "Traditional Plan," which used to be called the "Rochester Plan," and includes the following:

<u>Under Age 65</u> <u>(Employees and Retirees)</u> 120 Blue Cross Blue Shield Surgical-Medical Blue Million Preferred Plan Full Hospital Out Patient Consultations	<u>Over Age 65</u> <u>(Employees and Retirees)</u> Blue Cross 65 Blue Shield 65 Surgical-Medical Blue Million Preferred Plan Full Hospital Out Patient Consultations
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Consultations
Lesion Rider
Emergency First Aid
Full Maternity Hospital
Full Maternity Doctor

Lesion Rider
Emergency First Aid

2. Effective on July 1, 2005 or within a reasonable time after approval of the agreement, and after any open enrollment period, a new plan is to be offered called Non Monroe County Municipal School District Plan (NMCMSDP) Point of Service Plan called Blue Point 2 Select with a three-tier drug plan at \$5 generic/\$20 preferred brand/\$35 non-preferred brand name drug, with a \$15 employee co-pay for most doctor visits.
 3. For unit employees who work 20 hours or more hours per week who change from the Non Monroe County Traditional Plan to the Blue Point 2 Select Plan the District agrees to pay \$100 for the 2005-06 year if the change is made in that year; and the District agrees to pay \$100 to each employee who changes to the Blue Point 2 Select Plan during the 2006-07 school year or who remains in the Blue Point 2 Select Plan (who was previously in the Non Monroe Traditional Plan.).
- C. Effective no later than August 1, 1986, the employer will add the Blue Shield X-Ray Rider to both single and family contracts. Any increase in the Blue Shield X-Ray Rider above \$1.00 per month single and \$2.00 per month family, will be paid by the employee through payroll deduction.
- D. Employee Contribution.
1. For unit employees appointed on or after July 1, 2005, who are eligible for health insurance, which is paid for in part by the employer, the employee's contribution is to be 10% of the cost of the plan chosen and the school district's contribution is 90%.
 2. For eligible unit employees who were hired before July 21, 1994, effective no later than November 1, 2005, the District agrees to pay ninety-five (95%) percent of the cost of a single, two-person (if offered), family no spouse (if offered) and family health care plan and the employee is to pay five percent (5%) of the cost of the plan. For the 2004-05 school year, the District paid the total cost of health insurance for this group of employees.
 3. For eligible unit employees who were hired after July 21, 1994 and prior to July 1, 2005, the District agrees to pay ninety-five percent (95%) of the cost of a single, or two-person, or family or family no-spouse health care plan.
 4. Any eligible unit employee may change enrollment into the Blue Point 2 Select or into the Non Monroe Traditional Plan during an open enrollment period with no increase in the rates of employee/employer contribution. For example, an employee paying 5% and enrolled in the traditional Non-Monroe plan may, during an open enrollment period, switch to the Blue Point 2 Select plan and the employee's contribution rate will remain at the 5% rate.

- E. In order to be eligible for health insurance at retirement, the unit member must have worked ten (10) consecutive years for the Geneva City District.
- F. All employees hired on or after July 1, 1986, who subsequently retire from the school will be entitled to receive single health insurance coverage paid by the District.
- G. Health Insurance Premium-Flexible Spending Account
The unit employee's contributions, if any, to the cost of the health care program will be deducted from the participating employee's paycheck as a flexible spending account benefit resulting in pre-tax treatment to the extent permissible by law. This program shall be in full compliance with the US Internal Revenue Code and any pertinent Revenue Regulations. Any language in this Agreement which is not in compliance with the law and regulations is not effective to the extent that it is not in compliance.
- H. Flexible Spending Accounts - Medical Expenses and Dependent Child Care
The District agrees to offer flexible spending accounts in full accord with Federal and State laws and regulations under which unit employee can elect to contribute a portion of the unit members wages/salaries to accounts for unreimbursed medical expenses to a maximum of \$1,500 per plan year and for dependent child care to the maximum amounts allowed by law. The District agrees to pay the start up fee and the administrative costs. The District has the right to select a third party administrator or may choose to self-administer these accounts, but the Union will be consulted with regard to the administrator prior to selection.
- I. As the cost of providing health insurance is increasing, the District and the CSEA agree to form a committee to study the issue of health insurance for the purpose of finding a more economical way, if any, to provide health care to unit members or to the entire school district.

The District agrees to appoint two (2) persons to this committee and the CSEA agrees to appoint two (2) persons to this committee. The committee will review the existing plan and freely discuss options and alternatives trying to find a way to curb the cost of health care while maintaining the current eligibility of unit employees to join any such health care plan.

There is nothing that prevents this committee from also meeting with representatives of other stakeholders in the current health care plan to discuss the issues involved in the health care plan.

ARTICLE XI

Sick Leave

- A. All employees shall accrue one (1) day of sick leave for every month of employment completed with the District during their first year of employment. Thereafter, sick leave days shall accrue at the start of each school year according to past practice. Unused sick leave days may, therefore, accumulate at a rate of 10, 11, or 12 days per year dependent upon the number of months of employment of each employee. The maximum accumulation of unused sick leave days shall be one hundred sixty five (165) days. For purposes of pay, a sick leave day shall be equivalent to the regularly scheduled work

day of the employee involved at the employee's straight time hourly rate of pay.

- B. Regular part time employees shall be entitled to a pro-rated sick leave benefit based on the practice within the District.
- C. Sick leave days are provided so that employees will receive pay for absence only as the result of personal illness or injury except as otherwise provided in Section D. below.

The Superintendent of Schools or a designee may require a physician's statement verifying absences for illness or injury where the employee is absent for three (3) or more consecutive days or where a pattern of absences is demonstrated. Failure to supply a satisfactory physician's statement may result in disallowance of sick leave pay.

- D. A total of ten (10) days of accumulated sick leave may be used in each school year for care of illness in the immediate family. In the case of a death in the immediate family, up to five (5) days of accumulated sick leave may be used for each such death. The immediate family shall include husband, wife, son, daughter, father, mother, brother, sister, in-laws or grandparents of employees, and any relative residing with the employee. The Superintendent may, upon request and at his discretion, grant additional use of accumulated sick leave days for care of illness or death in the immediate family.
- E. Absences for sick leave which span an emergency closing day will be considered as sick leave. Absences for sick leave which start or terminate with the emergency closing day shall be considered as an emergency closing day.

An emergency closing day is a day during which school is not in session because of the hazards of a winter storm or other designated emergency.

- F. Sick leave taken by the employee as the result of an on-the-job injury shall be reinstated to the credit of the employee to the extent that the compensation carrier reimburses the employer for wages paid during the employee's absence from the job. This shall be computed by dividing the daily wages of the employee into the total reimbursement. The quotient shall equal the number of days sick leave credit to be reinstated. Less than one half day shall not be considered. More than one half day shall be credited as a full day. No more than the number of sick days applied to the absence because of the injury may be reinstated.

ARTICLE XII

Advanced Sick Leave/Sick Leave Bank

Any permanent employee may make an application to borrow against future sick leave entitlement, subject to the following conditions:

- A. Applications for advancement of sick leave days may be made to the Superintendent by any member who has suffered a prolonged serious illness or injury (as defined hereinafter) whose accumulated sick leave has been exhausted, and who has no other source of coverage such as income protection insurance, accident and health insurance, catastrophe insurance, etc., which would provide an income equal to the member's salary.

- B. For purposes of this Section, the term "serious illness or injury" shall be defined as one which is generally regarded as such by those in the medical profession. Any dispute as to whether or not an illness or injury is "serious", as used herein, shall be resolved by the school physician. The purpose of this Section is to provide an advancement of sick leave in extraordinary circumstances where the seriously ill or injured member has no other significant means of income which creates a bona fide economic hardship. It is not intended to cover absences of 10 work days or less, in excess of accumulated sick leave or situations where there is no serious or prolonged illness or injury.
- C. The member's physician shall submit to the Superintendent a written statement certifying the nature of the disability and the estimated length of the member's absence from work. The Superintendent reserves the right to have a physician of choice examine the applicant.
- D. The Superintendent may, on a discretionary basis, advance an eligible member up to thirty (30) days of sick leave from the member's anticipated future sick leave entitlement. In no event shall any decision of the superintendent to grant or deny a sick leave advance be subject to the grievance procedure set out in Article XIX of this Agreement.
- E. In the event that a member voluntarily leaves the employ of the District or is terminated before earning back the advanced sick leave, the District may elect to deduct from the member's terminal pay the value of the remaining advanced days. As a condition of receiving the advancement, the member shall execute a written authorization for such a deduction. The value of such days shall be calculated at the member's daily rate of pay at the time of separation or termination - i.e. 1/200th of the annual salary for a 10 month employees 1/220th's for 11 month employees and 1/260th's for 12 month employees.
- F. Leave Donation Program
1. The leave donation program is to be utilized only when there is a catastrophic illness/injury to a unit member. The bank cannot be utilized for family illness/injury or any injury/illness that is subject to a workers' compensation claim.
 2. A unit employee must be employed by the District for more than one (1) year in order to attempt to use the bank.
 3. A unit member must exhaust all sick and other paid leaves. A unit member must also wait five (5) working days beyond the exhaustion of any leave to participate in the leave donation program.
 4. If a unit member has a catastrophic illness/injury and has exhausted his/her accruals, then the officers of the Association may initiate the Leave Donation Program by soliciting employees of the bargaining unit to donate vacation or sick leave to be utilized by the bargaining unit member who qualifies for this program.
 5. Eligibility to Donate:

- a. In order to donate vacation credits, an employee must have a minimum balance of ten (10) vacation days. In order to donate sick time, the employee must have a minimum of twenty-five (25) sick days.
 - b. Each bank can have no more than 360 hours
 - c. There are no maximum numbers of times a donor may make donations to an eligible recipient.
 - d. At no time may a donor go below their minimum accruals of five (5) vacation days or twenty (20) sick days due to donations.
6. Administration of Program – A committee of one (1) person appointed by the CSEA Local President and one (1) person appointed by the Superintendent are to administer the Leave Donation Program.

ARTICLE XIII

Leaves of Absence

- A. Long Term Leave of Absence Without Pay - A leave of absence for personal illness without pay, not to exceed one (1) year, may be granted by the District to support staff. Where a leave or leaves of absence without pay for personal illness have been granted for a period which aggregates one (1) year, a further leave of absence for personal illness shall not be granted unless the employee returns to his position and serves continuously therein for three (3) months immediately preceding the subsequent leave of absence. Absence on leave for more than one (1) year except as permitted herein, shall be deemed equivalent of a resignation.
- B. Jury Duty & Court Appearance Leave - A leave of absence for jury duty shall be granted support staff upon presentation of proof of call and it shall be the policy of the District to allow the employee to serve on jury duty and elect one of these basis:
1. Be on jury leave with pay from the District and refund payment received as juror to the District.
 2. Be on jury leave without pay from the District and retain payment as a juror.
 3. Court Appearance Leave. When a unit member has been subpoenaed and when the matter is in connection with the duties of a member which do not concern the member as a party (for example, this leave does not cover a situation where a unit member has a matter or suit pending against the District), the member shall receive his/her regular hourly wage or salary, as the case may be, and that amount of time necessary shall not be deducted from sick or personal leave time of the unit member.
- C. Additional Leaves - Additional provision for leaves of absence as may be provided under the regulations of the Ontario County Civil Service Commission will be considered at the time of application for said leave of absence and, if granted, shall not exceed one (1) year.
- D. Personal Leave -
1. All employees shall be eligible for two (2) days of personal leave for compelling

personal reasons left to the integrity of the individual. It is understood and agreed that the purpose of personal leave is to permit an employee to attend to personal matters which cannot be accomplished during other than normal working hours and such leave is not to be used for recreational reasons. Personal leave shall not be used to extend holiday or vacation periods except with the permission of the Superintendent of Schools.

2. The employee requesting a day of personal leave shall afford sufficient prior notification for approval of the day of leave by his principal or immediate supervisor.
 - a. Personal leave, if approved, may be taken in hourly segments.
3. An emergency closing day which interrupts a scheduled personal leave day shall be considered as such and will not be deducted from the personal leave allotment of the employee, on the first and second emergency closing day.
4. Unused personal days at the end of the fiscal year shall be accumulated to sick leave, provided the employee has not reached the maximum number of accumulated sick days permitted in Article XI, Section A.

ARTICLE XIV **Health and Safety**

The District shall continue to make reasonable provisions for the health and safety of its employees during the hours of their employment. The District agrees to provide protective devices and other equipment necessary to protect the employees from sickness and injury. Each unit employee agrees to abide by safe working practices and to wear any protective devices or other equipment in a proper manner.

ARTICLE XV **Promotions and Transfers**

- A. Positions that are competitive in nature will be filled in accordance with the New York State Civil Service Law, the New York State Civil Service Rules and Regulations, and the Rules of the Ontario County Civil Service Commission. Whenever a permanent full time competitive position becomes vacant, the District shall so notify the Unit President by inter-school mail and either post the vacancy on the bulletin boards within the District.
- B. Whenever a permanent full time non-competitive or labor class position becomes vacant, the District shall so notify the Unit President by inter-school mail and post the vacancy on the bulletin boards within the District and on the District's website.

Vacancies are to be posted on bulletin boards with job title, number of weekly and daily hours of work; minimal qualifications and added skills, abilities, qualifications and experience; starting pay (or range of starting pays in accord with the Agreement) and where, when and how to apply for the vacancy.

Only those Board-appointed employees that have successfully completed their initial probationary period may respond to the notice of vacancy for consideration of these non-competitive or labor class positions.

C. If qualifications and abilities are equal, then an employee's seniority shall be the determining factor in filling non-competitive and labor class positions in the District. When considering seniority, an employee transferring from a former department to a new department must be in the new department for two years before the District will consider his or her seniority for purposes of a promotion within the new department.

D. Transfer of Employees:

1. When transfer of an employee within job classification is considered to be in the best interest of the school district, the employee shall be notified in writing and by personal interview of the reasons for such transfer. When the decision is unacceptable to the employee, grievance procedures may be employed.

2. During the student calendar, a teacher aide will not be given a lateral transfer unless the transfer results in a minimum increase of one half hour daily. However, any teacher aide who has successfully completed the probationary period may apply during the summer recess period prior to August 31 for any vacant teacher aide positions for the following school year.

E. Each unit employee who is promoted shall be paid an increase based upon the stated pay for the new position as increased by providing pay for the same years of experience as held in the former position; or an increase of at least five hundred (\$500) dollars per work year or twenty-five (\$.25) cents per hour more than currently paid, whichever is greater.

However, no employee so promoted can be paid at a rate that exceeds the rate of pay of a more senior employee, working in the same title.

Per clarification of November 19, 1982, the above section pertains to promotion within department only.

F. Any unit member who applies for a vacancy in the unit will be notified of the determination of the position within a reasonable and prudent period of time.

ARTICLE XVI

Job Security/Discipline

A. Probationary Employees

1. Each unit employee shall serve a twenty six (26) week probationary period except for teaching assistants.

2. Probationary employees including probationary teaching assistants, are not entitled to any Section 75 nor other rights to file a grievance leading to arbitration with regard to the dismissal/discipline of a probationary unit member.

- B. Each unit employee who successfully completes his/her probationary period and is protected by Section 75 of the Civil Service Law will be accorded Section 75, Civil Service Law rights in cases where discipline or discharge is sought.

Before an employee is charged in writing pursuant to Section 75 of the Civil Service Law, the facts and circumstances involved will be reviewed and discussed with the CSEA field representative.

- C. For all other employees, including teaching assistants, the District has the right to discipline and discharge a unit employee for misconduct and/or incompetence. Any such employee who has been disciplined may seek redress in accordance with the grievance procedure contained in this agreement.

ARTICLE XVII

Holidays

- A. The District agrees to designate 13 paid holidays for all 12 month employees, designate 12 paid holidays for all 11 month salaried employees, and designate 11 paid holidays for 10 month employees.
- B. One holiday designated for each 12 month employee shall be taken at the convenience of the employee, with notice and at a time when no replacement is required.
- C. Holidays are to coincide with the School Calendar for the school year for all employees covered under this Agreement. To be eligible for a paid holiday, an employee must work the scheduled work day immediately before and after the holiday except where the employee is absent on an approved paid leave day.
- D. If an unused emergency closing day remains in the school calendar after the winter season, it will be added to the Memorial Day weekend as appropriate to the school calendar.

ARTICLE XVIII

Vacations

- A. Vacation policy for support staff employees shall apply to twelve (12) month employees and shall be as follows:
 - 1. Vacation shall be scheduled within the contract year following the year in which it was earned. Employees are encouraged to use their vacation time, but it must be scheduled and approved by the supervisor. At the close of the fiscal year, no employee will be allowed to carry forward more than ten (10) days of unused vacation. In the case of employees with over 10, but less than 20 years of service, an employee cannot have more than 25 days of vacation at any given time. In the case of employees with more than 20 years of service, an employee cannot have more than 30 days of vacation at any given time.

- a. In order to donate vacation credits, an employee must have a minimum balance of ten (10) vacation days. In order to donate sick time, the employee must have a minimum of twenty-five (25) sick days.
 - b. Each bank can have no more than 360 hours
 - c. There are no maximum numbers of times a donor may make donations to an eligible recipient.
 - d. At no time may a donor go below their minimum accruals of five (5) vacation days or twenty (20) sick days due to donations.
6. Administration of Program – A committee of one (1) person appointed by the CSEA Local President and one (1) person appointed by the Superintendent are to administer the Leave Donation Program.

ARTICLE XIII

Leaves of Absence

- A. Long Term Leave of Absence Without Pay - A leave of absence for personal illness without pay, not to exceed one (1) year, may be granted by the District to support staff. Where a leave or leaves of absence without pay for personal illness have been granted for a period which aggregates one (1) year, a further leave of absence for personal illness shall not be granted unless the employee returns to his position and serves continuously therein for three (3) months immediately preceding the subsequent leave of absence. Absence on leave for more than one (1) year except as permitted herein, shall be deemed equivalent of a resignation.
- B. Jury Duty & Court Appearance Leave - A leave of absence for jury duty shall be granted support staff upon presentation of proof of call and it shall be the policy of the District to allow the employee to serve on jury duty and elect one of these basis:
1. Be on jury leave with pay from the District and refund payment received as juror to the District.
 2. Be on jury leave without pay from the District and retain payment as a juror.
 3. Court Appearance Leave. When a unit member has been subpoenaed and when the matter is in connection with the duties of a member which do not concern the member as a party (for example, this leave does not cover a situation where a unit member has a matter or suit pending against the District), the member shall receive his/her regular hourly wage or salary, as the case may be, and that amount of time necessary shall not be deducted from sick or personal leave time of the unit member.
- C. Additional Leaves - Additional provision for leaves of absence as may be provided under the regulations of the Ontario County Civil Service Commission will be considered at the time of application for said leave of absence and, if granted, shall not exceed one (1) year.
- D. Personal Leave -
1. All employees shall be eligible for two (2) days of personal leave for compelling

personal reasons left to the integrity of the individual. It is understood and agreed that the purpose of personal leave is to permit an employee to attend to personal matters which cannot be accomplished during other than normal working hours and such leave is not to be used for recreational reasons. Personal leave shall not be used to extend holiday or vacation periods except with the permission of the Superintendent of Schools.

2. The employee requesting a day of personal leave shall afford sufficient prior notification for approval of the day of leave by his principal or immediate supervisor.
 - a. Personal leave, if approved, may be taken in hourly segments.
3. An emergency closing day which interrupts a scheduled personal leave day shall be considered as such and will not be deducted from the personal leave allotment of the employee, on the first and second emergency closing day.
4. Unused personal days at the end of the fiscal year shall be accumulated to sick leave, provided the employee has not reached the maximum number of accumulated sick days permitted in Article XI, Section A.

ARTICLE XIV

Health and Safety

The District shall continue to make reasonable provisions for the health and safety of its employees during the hours of their employment. The District agrees to provide protective devices and other equipment necessary to protect the employees from sickness and injury . Each unit employee agrees to abide by safe working practices and to wear any protective devices or other equipment in a proper manner.

ARTICLE XV

Promotions and Transfers

- A. Positions that are competitive in nature will be filled in accordance with the New York State Civil Service Law, the New York State Civil Service Rules and Regulations, and the Rules of the Ontario County Civil Service Commission. Whenever a permanent full time competitive position becomes vacant, the District shall so notify the Unit President by inter-school mail and either post the vacancy on the bulletin boards within the District.
- B. Whenever a permanent full time non-competitive or labor class position becomes vacant, the District shall so notify the Unit President by inter-school mail and post the vacancy on the bulletin boards within the District and on the District's website.

Vacancies are to be posted on bulletin boards with job title, number of weekly and daily hours of work; minimal qualifications and added skills, abilities, qualifications and experience; starting pay (or range of starting pays in accord with the Agreement) and where, when and how to apply for the vacancy.

2. Each year of employment, for vacation purposes, is the contract year, July 1 through June 30.
3. The first year employee shall be eligible for a full week of vacation if his date of employment is prior to January 1 and the employee may then take five (5) days after June 30. A first year employee who is hired after January 1, will receive a pro-rata share of the five (5) days which pro-rata share may be taken after June 30th. This employee hired after January 1, must, in addition, complete a one-year cycle from July 1 to June 30 and will then be eligible for a one week, five (5) day vacation as though the employee had completed one year of employment in Section B below.

B. Vacation Policy for twelve (12) month employees:

1. Upon completion of one (1) year of employment (1 week).
2. Upon completion of second through the ninth year (2 weeks).
3. Upon completion of the tenth through nineteenth year (3 weeks).
4. Upon completion of the twentieth and each year thereafter (4 weeks).

C. Vacation policy for support staff employees shall apply to eleven (11) month salaried employees and shall be as follows:

1. Vacation shall be scheduled within the contract year following the year in which it was earned. Employees are encouraged to use their vacation time, but it must be scheduled and approved by the supervisor.
2. Each year of employment, for vacation purposes, is the contract year, July 1 through June 30.
3. The first year employee shall be eligible for a full week of vacation if his date of employment is prior to January 1 and the employee may then take four (4) days after June 30. A first year employee who is hired after January 1, will receive a pro-rata share of the four (4) days which pro-rata share may be taken after June 30th. This employee hired after January 1, must, in addition, complete a one-year cycle from July 1 to June 30 and will then be eligible for a one week, four (4) day vacation as though the employee had completed one year of employment in Section D. below.

D. Vacation Policy for eleven (11) month salaried employees

Effective July 1, 1990 when an employee is appointed to an eleven (11) month salaried position he/she will earn vacation time as follows:

1. Upon completion of one (1) year of employment as an eleven (11) month salaried employee (4 days).
2. Upon completion of second through the ninth year as an eleven (11) month salaried employee (8 days).
3. Upon completion of the tenth through nineteenth year as an eleven (11) month salaried employee (12 days).

4. Upon completion of the twentieth and each year thereafter (16 days).

ARTICLE XIX

Grievance Procedure

- A. Under this Agreement a grievance is a dispute or controversy between an employee and the District arising out of the application or interpretation of this Agreement.
- B. Working days shall mean aggrieved employee's working day.
- C. Every grievance shall be settled in accordance with the following procedure:

Step 1

Grievance shall be presented orally by the aggrieved employee to his immediate supervisor with the right to be represented by his Association representative, and shall make such presentation within ten (10) working days from the date of knowledge of the cause or occurrence giving rise to the grievance. If discussion of the grievance with the immediate supervisor does not resolve the grievance within three (3) days after presentation thereof, then, the employee may within ten (10) days from the date of initial response, proceed to Step 2. If the employee does not present a written grievance at Step 2 within the ten (10) day limit, the grievance shall be deemed abandoned.

Step 2

Upon approval of the Association grievance committee, the aggrieved employee shall submit his signed written grievance to the Assistant Superintendent for Human Resources or that person having equivalent responsibility. Within ten (10) working days after receipt of a written grievance, the Assistant Superintendent for Human Resources shall convene a meeting between the aggrieved employee, with the right to have present an Association representative so authorized in writing and the Assistant Superintendent for Human Resources and/or other representatives of the District for the purpose of resolving the grievance. Five (5) days before the meeting the immediate supervisor shall give a written statement to the Assistant Superintendent for Human Resources relative to the written grievance. Not later than ten (10) working days following the date the meeting occurred, the Assistant Superintendent for Human Resources will deliver to the aggrieved employee and to the Association Unit President his/her decision on the grievance in writing. If the decision does not resolve the grievance, the employee may, within ten (10) working days after receipt of the decision, proceed with Step 3. If the employee does not proceed to Step 3 within the ten (10) day limit, the grievance shall be deemed abandoned.

Step 3

Upon approval of the Association grievance committee, the aggrieved employee shall submit the written grievance to the Superintendent of Schools. Within ten (10) working days after receipt of the written grievance, the Superintendent shall convene a meeting with the aggrieved employee, the Association representative if he represents the employee, for the purpose of resolving the grievance. The Superintendent may make such investigations as he deems necessary. If the grievance is not resolved as a result of this meeting, then not later than ten (10) working days following the date the meeting occurred, the Superintendent will deliver to the aggrieved employee and the Association Unit President his decision on the grievance in writing.

Step 4

- a. If the CSEA determines that the grievance remains unresolved, it may file a written demand for arbitration upon the District Clerk within fifteen (15) working days after receipt of the Superintendent's decision at Step 3. If the CSEA does not proceed to arbitration within the fifteen (15) working day limit, the grievance shall be deemed abandoned.
- b. Within five (5) working days after such written notice of submission to arbitration, the Board of Education and the Association will agree to request a list of arbitrators from the American Arbitration Association. 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/her decision in accordance with the rules of the American Arbitration Association or as otherwise agreed upon by the parties in any given case. The arbitrator's decision will be in writing and will set forth findings of fact, reasoning and conclusions on the issue(s) submitted to the arbitrator. The arbitrator has no power to modify, alter, add to or subtract from the provisions contained in the Agreement.
- 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 this agreement.
- e. The decision of the arbitrator shall be final and binding.
- f. The costs of arbitration shall be shared equally by the parties to arbitration.

ARTICLE XX **Lay-Off, Recall**

- A.
 1. In the event of a lay-off, displacement or recall from lay-off, seniority shall be defined as the continuous length of service since the last date of hire with the School District without regard to job classification. For lay-off purposes, an employee's seniority as defined above shall determine the order to be followed. For purposes of this Article, an employee's length of continuous service shall be calculated on the basis of the number of months such employee has been employed by the District since his or her date of hire.
 2. For example: a ten (10) month employee with ten (10) years of service has 100 months of seniority credit; and, a twelve (12) month employee with ten (10) years of service has 120 months of seniority credit.
 3. Layoffs, displacements, and recalls of employees shall then be accomplished in accordance with the procedures set forth in this Article on the basis of the total months of continuous service accrued by the employees covered under this agreement.

B.

1. When a layoff is to occur, job title positions are eliminated and the least senior employee(s) in that job title will be the first to be laid off. Any employee so laid off shall be able to displace an employee in a lower job title in which this laid off employee had previously served, or in a job title which is in a direct line of promotion, as established by the layoff units set forth in the appendix to this Agreement; provided however, that the employee who elects to displace another in a job title in which she/he had previously served must have more seniority (as defined as continuous length of service since the last date of hire with the District without refer to job classification) than the least senior employee in the job title and may only displace the least senior employee in that job category.

2. In the event that a teacher aide's job is abolished, the procedures in this Article apply, and in addition, the following will apply: In the event that e.g. a four (4) hour position is abolished, the person whose job is abolished, may, if she/he has more seniority displace the least senior four (4) hour teacher aide. The least senior four (4) hour person may in turn displace the least senior three (3) hour teacher aide if the four (4) hour aide has more seniority than the three (3) hour aide. The least senior three (3) hour aide may displace the least senior two (2) hour aide if the three (3) hour aide has more seniority than the two (2) hour aide. The least senior four (4) hour aide may not displace 2, two (2) hour aides nor may the least senior four (4) hour aide displace any three (3) hour aide. The proposal is made to clarify that the teacher aide whose position is abolished cannot displace anyone who works a greater number of hours and to clarify that teacher aide whose position is abolished can only bump the least senior teacher aide with the next fewer hours.

3. In the event that bus driver position(s) is abolished, the procedures in this Article apply, and, in addition, the following will apply: the bus driver whose position is abolished, may, if he/she has more seniority, displace that bus driver with less seniority and who has a regular bus route with that number of hours closest to and less than the number of hours regularly worked by the bus driver whose position has been abolished. Applying this language, the District is to compute the bus driver's (i.e. the one whose position is abolished) seniority date and the hours bid for the route on the for the school year. Once these computations are done, the bus driver whose job was abolished may displace. Any regular bus driver who is bumped may then displace another bus driver with less seniority than he/she and who has a regular run bus route with that number of hours closest to and less than those worked by the bumping bus driver.

C.

1. Any employee who is laid off and displaces an employee in a lower title shall be slotted into the seniority list of the lower title in accordance with his or her seniority. Any further lay-off of an employee shall be in accordance with the seniority the employee has as provided in subdivision A. If an employee is recalled to the position into which he or she moved, because of the exercise of his or her displacement rights, the employee shall be allowed to use his or her seniority to prevent another lay-off. In the aforementioned instance, an employee shall not be forced to accept the recall to such position. The employee's refusal to accept the recall shall not prejudice his or her right to be recalled to the position from which he or she was originally laid off. Such employee shall retain his or her rights to that position. The employer shall recall

employees to positions as provided in this subdivision B. An employee's seniority when laid off will be frozen at that level until the employee is recalled at which time the former employee's seniority will be retained.

2. An employee who is laid off and displaces an employee in a lower title shall be paid at a rate of pay in the lower title which is as equal as possible to the rate of pay he or she was receiving when the above events occurred. However, the employee shall not receive a rate of pay which is higher than the rate he or she received in the title from which such employee was laid off. An employee who is laid off and resumes his or her employment with the District following a recall to a title shall be placed on the step that he or she had achieved prior to the lay off in the category of the salary and hourly rate matrix that is in existence on the date he or she is recalled. Thereafter, the employee shall be provided all pay increases and/or steps which he or she is due. When an employee who is laid off continues his other employment with the District by exercising his or her displacement rights and is subsequently recalled to a higher title or to the title which the employee encumbered prior to the layoff, such employee shall be placed on the step of the existing salary and hourly rate matrix in the category denoted for the title which is commensurate with his other years of service. Thereafter, the employee shall be provided all pay increases and/or steps which he or she is due. Any pay increases provided herein shall be added to the salary or hourly rate of the affected employee. In addition, a laid off employee who returns to employment with the District shall have all his or her rights and benefits attained prior to the layoff returned only if they are currently offered to employees currently in the bargaining unit. The recalled employee must abide by the terms of the current Agreement if there have been any changes from the time the employee was separated from employment. An employee who is laid off because of the above displacement procedure shall have the right to displace the employee with the least seniority in the job title he or she encumbers or shall be allowed to use the displacement procedure herein to displace another employee with the least seniority in lower job titles.
 3. Recalls shall be in the inverse order of layoff. Any list of former employees who have been laid off will be kept as a recall list for four (4) years. After four (4) years on the recall list, the former employee's name will be stricken. If a former employee refuses recall to a comparable open position, the former employee will be stricken from the recall list.
- D. As used in the above paragraph, continuous length of service includes only those periods when an employee is on the employer's active payroll and those periods when an employee is: (a) absent from, and unable to perform the duties of, his position by reason of a disability resulting from occupational injury or disease; (b) such other periods of service, if any, as the Civil Service Law requires to be treated as part of the employee's continuous service. An employee's seniority will be frozen when on a long term leave of absence.
- E. Subject to the applicable provisions of law, if any, an employee loses seniority only when one or more of the following occurs: (a) he or she resigns (unless he or she is reinstated under applicable provisions of the Civil Service Law); (b) he or she is discharged; (c) he or she retires; (d) he or she refuses a recall.
- F. If two or more employees began work on the same date, their relative seniority shall be

determined first by the order of their appointment by the Board of Education. If they were appointed at the same time, then their relative seniority shall be determined by lot.

- G. The provisions of this Article shall only be applicable to employees covered by the Civil Service Law who are not subject to the provisions of Article 5, including Sections 80, 81, 86, and other sections of the New York Civil Service Law and the Rules and Regulations of the Ontario County Civil Service Commission of that Law. In the event of a layoff, all other employees shall be covered by appropriate provisions of the laws of the State of New York and the Rules and Regulations of the Ontario County Civil Service Commission.

ARTICLE XXI

Fingerprinting Costs

Effective July 1, 2005, each newly appointed unit employee who successfully completes the probationary period and who had to pay for the fingerprinting fee will be reimbursed by the District.

ARTICLE XXII

Training and Instruction

A committee of two (2) CSEA appointees and two (2) people chosen by the Superintendent will meet prior to budget adoption to explore training needs. This committee can expend \$4,000 for 2005-06 and \$4,000 for 2006-07.

ARTICLE XXIII

General Considerations

- A. The District and the Association acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make proposals with respect to any subject or matter not removed by law from the area of collective negotiations. This Agreement constitutes the agreement between the parties and no verbal statement or other agreement, except an amendment to this Agreement in writing, annexed hereto and specifically designated as an amendment of this Agreement shall supersede the provisions herein contained.
- B. Any proposed change in benefits employees had prior to entering into this Agreement, not agreed upon herein, shall not be effected without first notifying the Association Unit President by mail of such proposed change and the Association may exercise any rights it may have under this contract and the "Public Employees Fair Employment Act."
- C. No employee shall be subject to discriminatory treatment because of the employee's alleged involvement or lack thereof in the job action of October 13, 1976.
- D. Personal Injury and Property Protection
1. Whenever a member is absent from school as a result of a personal injury caused by an assault occurring in the course of his employment, the member will be paid

full salary (less the amount of any Worker's Compensation for salary) for the period of such absence but not to exceed 5 years. No part of such absence during the 5-year period will be charged to the member's annual or accumulated sick leave.

2. Reimbursement shall be made to the assaulted member for the reasonable cost of replacement of repair of clothing, dentures, eyeglasses, hearing aids, or personal property carried on the member's person which is damaged or destroyed at the time of the assault (less any reimbursement made by Worker's Compensation or other insurance for such items.)
3. The use of personal property and tools is strongly discouraged. Reimbursement shall be made to members for damage or destruction of personal property caused by willful acts of vandalism by students (while in school and on school property), where such students are not apprehended and restitution made, or where insurance does not cover the loss, values shall be determined by appropriate appraisal.

E. Committees

1. **Teacher Aide/Teacher Assistant Committee:** There is to be established a labor management committee to address concerns and issues relating to teacher aide and teaching assistant titles in the unit. This committee will have five (5) persons appointed by the Association President (4 of which are to be teacher aides or teaching assistants) and the Superintendent will have five (5) persons to appoint to this committee. The committee will begin meeting at mutually agreeable times within thirty (30) days of the approval of this Agreement. The committee will collect and exchange data such as wage and salary information and the duties and responsibilities of the positions of teacher aide and teaching assistant. The committee will look at the appropriateness of the current wage structure and the current duties and the responsibilities of these titles. The committee will issue a non-binding joint report with the recommendations to the Superintendent of Schools, with a copy to the Association President.
2. **Clerical Position Committee:** There is to be established a labor management committee to address concerns and issues relating to the clerical positions and titles in the unit. This committee will have three (3) persons appointed by the Association President (2 of which are to be clerical unit employees) and the Superintendent will appoint three (3) persons to appoint to this committee. The committee will begin meeting at mutually agreeable times within thirty (30) days of the approval of this Agreement. The committee will collect and exchange data on wages and the duties for these positions. The committee will make observations and non-binding recommendations to the Superintendent of Schools and to the Association President.

ARTICLE XXIV
Savings Clause

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 of the Agreement will continue in full force and effect.

ARTICLE XXV
Length of Agreement

- A. Neither party to this Agreement shall make or attempt to make any alteration, modification, change or variation of any of the items expressly and specifically covered herein.
- B. This Agreement shall, except as stated otherwise, become effective on July 1, 2007 and shall terminate as of the close of business on June 30, 2008.
- C. IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS, THEREFORE, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals of _____, 2007.

**The Geneva City School District Unit of the Ontario
County Local of the Civil Service Employees Association, Inc.**

By _____
Mark Yeckley, Unit President

By _____
Robert L. Leonard
Labor Relations Specialist, CSEA,
Inc.

Geneva City School District

By _____
Dr. Robert C. Young, Superintendent

At its regular meeting of _____, the Geneva City School District Board of Education approved the necessary funds for the implementation of this Agreement and authorized its President to sign the agreement on its behalf.

By _____
Mitchell Wilber, President
Board of Education

LAYOFF UNITS

Maintenance

- a. Building Maintenance Mechanic
- b. Building Maintenance Worker

Cleaner

Cafeteria

- a. Cook Manager
- b. Cook
- c. Baker
- d. Food Service Helper I
- e. Food Service Helper II

Transportation

- a. Head Automotive Mechanic
- b. Automotive Mechanic-Driver
- c. Automotive Mechanic
- d. Bus Driver – Salaried
- e. Bus Driver – Hourly

Support Personnel

- a. Teaching Assistant
- b. Aides
- c. Monitor
- d. Student Supervisor

February 8, 2007

Geneva City School District and Civil Service Employees Association, Inc.

Issue No.1. Duration.

This is a one (1) year agreement running from July 1, 2007 to June 30, 2008.

Issue No. 2. Salaries and Wages.

Article V. Salaries and Wages, Section A is to be rewritten as follows:

1. 2007-08 School Year. Each unit member who returns to service on July 1, 2007 (or on the first day of school in September, 2007) will receive an increase of 4.0% per hour (including any step movement on the matrix) in the unit member's 2006-07 hourly rate or salary, whichever applies.

- Starting rates are to increase by 2% per hour at step I of the matrix.

- *Shift Differentials are to remain at 2006-07 rates.

- *Extra-Trip Rate for Bus Drivers is to remain at 2006-07 level of minimum of \$10.54 and maximum of \$15.14 per hour.

- *Bus Driver meal payments are to remain at 2006-07 rate.

- *Rates for temporarily working out of title for food service and custodial maintenance are to remain at 2006-07 rates.

Issue No. 3. Committees.

1. Teacher Aide/Teacher Assistant Committee. There is to be established a labor management committee to address concerns and issues relating to teacher aide and teaching assistant titles in the unit. This committee will have five (5) persons appointed by the Association President (4 of which are to be teacher aides or teaching assistants) and the Superintendent will have five (5) persons to appoint to this committee. The committee will begin meeting at mutually agreeable times within thirty (30) days of the approval of this Agreement. The committee will collect and exchange data such as wage and salary information and the duties and responsibilities of the positions of teacher aide and teaching assistant. The committee will look at the appropriateness of the current wage structure and the current duties and responsibilities of these titles. The committee will issue a non-binding joint report with recommendations to the Superintendent of Schools, with a copy to the Association President.

2. Clerical Position Committee. There is to be established a labor management committee to address concerns and issues relating to the clerical positions and titles in the unit. The committee will have three (3) persons appointed by the Association President (2 of which are to be clerical unit employees) and the Superintendent will appoint three (3) persons to this committee. The committee will begin to meet at mutually agreeable times within thirty (30) days after the approval of this Agreement. The committee will collect and exchange data on wages and the duties for these positions. The committee will make observations and non-binding recommendations to the Superintendent and to the Association President.


UNLESS CHANGED AS SET OUT ABOVE, THE CURRENT LANGUAGE OF AGREEMENT WILL REMAIN IN NEW AGREEMENT.

ALL OTHER PROPOSALS OF EITHER SIDE ARE DROPPED.

ANY TENTATIVE AGREEMENT IS SUBJECT TO THE RATIFICATION OF THE CSEA AND THE APPROVAL OF ANY NECESSARY FUNDS BY THE BOARD OF EDUCATION.

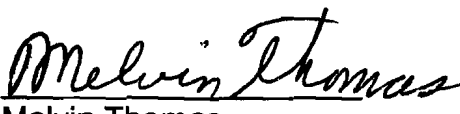
SIGNATURES:

For the District

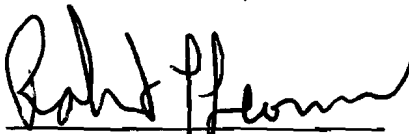

Robert C. Young, Jr.
Superintendent

Date: 2/8/07

For the CSEA, Inc.


Melvin Thomas
Unit President

Date: 3/14/07


Robert L. Leonard
Labor Relations Specialist
CSEA, Inc.

Date: 3/14/07