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Union: **Wyoming Support Service Association**

Local:

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GEN 6556

COLLECTIVE BARGAINING AGREEMENT BETWEEN THE
WYOMING SUPPORT SERVICE ASSOCIATION AND
THE SUPERINTENDENT OF SCHOOLS

FOR

7/1 2005-2006
2006-2007
2007-2008
2008-2009
6/30

NYS PUBLIC EMPLOYMENT
RELATIONS BOARD
RECEIVED

JUL 14 2006

OFFICE OF THE CHAIR

This is the agreement between the Wyoming Support Service Association and the Wyoming Central School Superintendent of Schools to be effective July 1, 2005.

It is the intent and purpose of the above mentioned parties to set forth herein, the basic agreement covering salaries, wages, hours, employment classifications, other terms and conditions to be observed between the said parties.

This collective bargaining agreement between the parties supersedes any prior arrangement or understandings with respect to the items covered by this agreement.

This agreement will continue in effect for four consecutive years as further specified.

Certified by the President, Wyoming Central Board of Education

By: [Signature]
Its President Hereunto Duly Authorized

Certified by Wyoming Central School Support Service Association

By: [Signature] May E. Daniel
Its President Hereunto Duly Authorized

Certified by the School Superintendent

By: [Signature]
Its Superintendent Hereunto Duly Authorized

Approved by the Support Staff Association on 05/01/2006
Approved by the Board of Education on 4/13/2006
Approved by the Superintendent on 5/01/2006

Effective July 1, 2005 **RECEIVED**

JUL 17 2006

NYS PUBLIC EMPLOYMENT
RELATIONS BOARD

I. PROCEDURAL AGREEMENT

Pursuant to Article 14 of the State Civil Service Law, the Board of Education of Wyoming Central School hereby adopts the following agreement covering recognition of a Support Service *Association* and the methods by which negotiations shall take place with said organization.

A. AGREEMENT

This agreement made and entered into this first day of July 1, 2005, by and between the School Board of Wyoming Central (herein after referred to as the "Board") and the Wyoming Central Support Service Association (Herein referred to as the "Association").

B. NO STRIKE PLEDGE

Our organization does hereby agree to refrain from engaging in any employment discontinuance action.

C. RECOGNITION

We hereby petition the Board to recognize the Support Service Organization as exclusive representative on Support Service personnel and will submit satisfactory evidence that the organization in fact represents a majority of such employees. Such evidence shall be the form of notarized membership list. By virtue of satisfactory evidence submitted by the Support Service Association to the Board the Association does represent the majority of the Support Service employees in the district, we petition the Board to hereby recognize the Association as the official agent for all Full-Time and Part-Time employees of the district, namely, Cafeteria Staff (including Head Cook and Assistant Cook), Custodial Staff (exclusive of the Head Custodian), Bus Drivers, Bus Aides, Teacher Aide, Teacher Assistants (under the terms of a Memorandum of Agreement), School Nurse, Account Clerks and Typists. The Association shall submit to the Board by December 1 of each year, a notarized list of the active members of the Association. This recognition shall continue in effect so long as the Association's active membership contains more than fifty (50) percent of the total employees in the negotiating unit.

D. PRINCIPLES

1. SUPPORT SERVICE PERSONNEL - It is recognized that members of the Support Service Staff require special qualifications and that the success of the program in Wyoming Central depends upon the maximum utilization of the abilities of each employee.
2. RIGHT TO JOIN OR NOT TO JOIN - It is further recognized that employees have the right to join or not to join the Association, but membership shall not be prerequisite for employment or continuation of employment of any employee.

3. RIGHT TO MINORITIES AND INDIVIDUALS - Legal rights inherent in the State School Code and in the rulings and regulations of the Commissioner of Education affecting Certificated personnel are in no way abridged by this agreement.

E. AREAS FOR DISCUSSION AGREEMENT

This recognition constitutes an agreement between the Association and the Board to reach mutual understandings regarding matters related to terms and conditions of employment. The Support Service Association and the Board recognize that the Board is the legally constituted body responsible for the determination of policies covering all aspects of the Wyoming Central School public school system.

F. PROCEDURES FOR CONDUCTING NEGOTIATIONS

1. NEGOTIATION TEAMS - The Board of Education and/or their designee or consultants, will meet with representatives designated by the Association for the purpose of discussion and reaching mutually satisfactory agreements.
2. OPENING NEGOTIATIONS - Upon a request of either party for a meeting to open negotiations, a mutually acceptable meeting date shall be set to no more than 30 days following such request. In any given school year, such request shall be made on or before February 10. All issues proposed for discussion shall be exchanged by representatives prior to the first meeting. Additional items may be introduced with the agreement of both parties. All subsequent meetings will be arranged at a time agreeable to both parties. The second meeting and all necessary subsequent meetings shall be called at times mutually agreeable by the parties.
3. NEGOTIATION PROCEDURES - Designated representatives of the Support Services Association shall meet at such mutually agreed upon places and times with representatives of the Board for the purpose of effecting a free exchange of facts, opinions, proposals and counter proposals in an effort to reach a mutual understanding and agreement. Both parties agree to conduct such negotiations in good faith and to deal openly and fairly with each other on all matters. Following the initial meeting described in paragraph 2 above, such additional meetings shall be held as the parties may require to reach an understanding on the issues(s) or until an impasse is reached. Meetings shall not exceed three (3) hours and shall be held at a time other than the regular school day.
4. EXCHANGE OF INFORMATION - Both parties and/or the administrative head shall furnish each other, upon reasonable request, all available information pertinent to the issue (s) under consideration.
5. CONSULTANTS - The parties may call upon consultants to assist in preparing for negotiations, and to advise them during conference sessions. The expense of such consultants shall be borne by the party requesting them.

6. COMMITTEE REPORTS - The parties agree that, during the period of negotiations and prior to reaching an agreement to be submitted to the association and the Board of Education, the proceedings of the negotiations shall not be released unless such an issuance has the prior approval of both parties.
7. REACHING AGREEMENT- When consensus is reached covering the areas under discussion, the proposed agreement shall be reduced to writing as a memorandum of understanding and submitted to the Association and the Board of Education and/or their designee for approval. Following approval by a majority of the Association membership and by the Board of Education, the Board of Education and/or their designee will take such action upon the recommendation (s) submitted as are necessary to make them official.

G. IMPLEMENTATION AND AGREEMENT

This agreement shall become effective upon its approval by majority of the Association members and approval of the Board of Education. It may be amended by mutual consent of both parties with written evidence of said consent being presented by each party to the other.

H. LENGTH OF AGREEMENT

This agreement will take effect July 1, 2005 and remain in effect for four (4) consecutive years ending June 30, 2009.

II. NEGOTIATED AGREEMENT

A. PERSONNEL CLASSIFICATION

1. FULL-TIME EMPLOYEE - a ten or twelve month (hourly or salaried) employee who works thirty hours or more per week in any assigned or combination of assigned support service positions(s).
2. PART-TIME EMPLOYEE - a ten or twelve month (hourly or salaried) employee who works less than thirty hours per week in any assigned or combination of assigned support service positions(s).

B. SHORT TERM LEAVE

1. All new Full-Time employees must work at least 30 calendar days before being granted any sick/bereavement/personal leave benefits. New part time employees do not receive sick/bereavement/personal leave benefits until the second year of employment per IIB2c.

2. SICK/BEREAVEMENT/PERSONAL LEAVE

- a. FULL-TIME (12 month) employees will be granted 20 days per year which may be used for personal or family illness, bereavement, or personal business. After five consecutive days of absence for illness an employee may be required to provide a doctor's certification. Unused leave will accumulate to 225 days.
- b. FULL-TIME (10 month) employees will be granted 16 days per year which may be used for personal or family illness, bereavement, or personal business. After five consecutive days of absence for illness an employee may be required to provide a doctor's certification. Unused leave will accumulate to 175 days.
- c. PART-TIME employees in the second year of employment and thereafter, shall receive one-half (**8 days**) of the sick/bereavement/personal leave given a Full-Time, ten-month employee pro-rated for the hours worked.
- d. All requests for personal leave must be made at least five (5) working days in advance. Such requests must have the approval of the immediate supervisor before submitting to the Superintendent. Personal leave may not be used to extend any holiday or vacation period. In the event of extenuating circumstance, upon his/her discretion, the Superintendent may waive the above mentioned conditions for personal leave.
- e. PART-TIME custodial employees who are required to work Full-Time during the summer, and have completed their probationary period, are entitled to five additional sick/bereavement/personal leave days (based on an 8 hour day) prorated for hours worked not to affect the attendance bonus.
- f. Sick/bereavement/personal leave days granted for the year will be pro-rated for any full or part time employees who works a partial year (due to beginning employment after July 1st or ending employment before June 30th).

3. CHILD BEARING, CHILD REARING

- a. A leave of absence for child bearing and child rearing will be granted without pay for up to one year. An employee is eligible to use their accumulated sick, bereavement, and personal leave days. Such leave of absence for child bearing or child rearing shall be granted on the same basis as Section 6A, entitled Leave of Absence, with the exception that child bearing and child rearing will be for one year instead of six month. The employee will provide the appropriate medical or legal evidence to support such request. The time of the leave, commencing and terminating, shall be subject to approval by the Board of Education.

4. NOTIFICATION OF ACCRUED SICK/BEREAVEMENT/PERSONAL LEAVE.

- a. Each employee will receive a statement of sick/bereavement/personal leave days accrued as of the last day of the fiscal year.

5. NOTICE UPON RETURN FROM LEAVE

- a. Within one (1) day of return from sick or bereavement leave, each employee will file an absence report with the Superintendent indicating the reason for the leave, the date, and the employee's signature.

6. LEAVE OF ABSENCE

- a. Unpaid leave of absence for more than thirty (30) days, due to the unusual and extenuating circumstance, may be granted to employees. Such leave requests must be made, in writing, thirty (30) days in advance (if possible) of the effective date of leave and shall not last more than six (6) months. The request must be made to the Department Head or immediate supervisor and must specify the reason for the request. The employee must notify the Superintendent of Schools thirty (30) days prior to the end of the leave, of the employee's intent to return to work. The Board of Education will act on all such requests.
- b. Unpaid leave of absence will not be granted employees for vacation during the contract year except in extenuating circumstance at the discretion of the Board of Education and/or their designee.
- c. If an employee exhausts all paid accumulated leave as a result of an extended personal illness or injury and remains under physician's care, upon request to the District from such employee, the District may grant an unpaid health leave to the employee for a period not to exceed three (3) calendar school months.
- d. Whenever an employee is on an unpaid leave of absence for whatever reason, the District shall not be responsible for paying health insurance premiums for the duration of the unpaid leave. Any employee who is on unpaid leave may continue his/her health insurance coverage by paying the premiums after making arrangements to do so with the Superintendent or his designee in advance.
- e. All leave and benefit provisions of this contract will be counted towards the leave benefit provisions of the Family and Medical Leave Act of 1993, where applicable. FMLA leave and benefits will be applied for eligible employees if the contractual leave and benefits provide less than FMLA.

7. JURY DUTY

Any member of the Association who is summoned to serve on Jury Duty shall be granted necessary leave, on order of the court, unless, due to their position, arrangements can be made to waive duty or postpone to a more appropriate time.

A full deduction from daily pay shall be required if the employee is required to be in court as an interested party or defendant in any court. This may be chargeable to sick/bereavement/personal leave.

C. CONTRACTING

1. The Support Service organization recognizes the Board of Education's prerogative to enter into discussion and possible agreement with independent agencies for various services that may not be performed by employees of the district.
2. If the Board of Education decides to contract out a service, the employees involved will receive notification within 30 days. Also, the district will pay employees for the leave days accumulated (to include applicable sick/bereavement/personal and/or vacation days).

D. HOSPITALIZATION BENEFITS

1. FULL-TIME EMPLOYEES (Full-Time Employee is defined as someone who works 30 or more hours per week.)
 - a. The District health care coverage for support staff employees is provided by the Genesee Area Healthcare Plan (Basic Plan, deductible, Major Medical and Prescription Co-Pay). Effective July 1, 2005 through the remainder of this Agreement, the District will pay as follows:

	Family		Single	
	District	Employee	District	Employee
2005-2006	80%	20%	80%	20%
2006-2007	80%	20%	80%	20%
2007-2008	80%	20%	80%	20%
2008-2009	80%	20%	80%	20%

*Caps On District Contribution (beginning 2008-2009 and until renegotiated)

2008-2009 (and until renegotiated)	Family Cap \$11,500	Single Cap \$5,000
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b. District Paid Stipend for Non-participating Full Time Employees:

2005-2006	\$800
2006-2007	\$800
2007-2008	\$800
2008-2009	\$800

Note: All stipends beginning in 2006-07 to be paid in last check in June.

2. PART-TIME EMPLOYEES (Part time Employee, is defined as someone who works less than 30 hours per week.)

FTE will be calculated by the number hours scheduled per week divided by 30.

- a. Effective July 1, 1998, Part-Time employees will have the option of joining the District's Genesee Area Healthcare Plan (family or single policy). The District will contribute toward a single policy based on the schedule below. The employee will be responsible for the balance of the policy premium.

District Contribution for Part-Time Participating Employees*:

1st Year Employee/New GAHP Member	FTE x CYDCTSC x 50%
2 nd year Employee/New GAHP Member	FTE x CYDCTSC x 75%
3 rd Year and after Employee/New GAHP Member	FTE x CYDCTSC x 85%

CYDCTSC = Current Year District Contribution Toward Single Coverage

*Exception: Any part time employee who is currently receiving health insurance but for whom the District's percentage contribution is not currently being diminished by the FTE as a multiple (as shown above) will continue to have the District's contribution calculated without the FTE multiple.

Note: See attached MOA as it relates to two employees

- b. District Paid Stipend for Non-participating Part-Time Employees:

Part-Time Employees will receive a stipend pro rated by their number of scheduled Hours (i.e., scheduled hours divided by 30).

Employees hired part way through the year shall receive a prorated portion of the stipend.

An employee that voluntarily leaves part way through the year shall not receive this stipend. In the event the District terminates an employee during the year, the employee shall receive a prorated portion of the stipend.

3. Dental and/or Vision – All employees (full time and part time) will have the option of purchasing vision and/or dental coverage. The participating employee is responsible for the full cost of this coverage. Insurance premiums may be paid through the District's flexible spending plan on a pre tax basis.
4. Support Service employees will have the option to partake of any new health coverage benefits offered the instructional staff; however, the employee will pay the increased cost if this option is chosen.
5. Any new employee within 30 days of employment shall submit to the business office, on the proper form, notice of his/her intention to apply for insurance coverage. In the event that the employee elects not to apply for coverage within the thirty day period, he/she may do so once a year on the school's insurance anniversary date with the insurance company or upon a qualifying event.
6. Any employee whose services are terminated during the year by the district for non-disciplinary reasons is entitled to coverage for (1) month from termination date. Any employee who leaves employment of his/her own accord or for disciplinary reasons will not be entitled to coverage beyond the last day.

E. RETIREMENT SYSTEM MEMBERSHIP

1. Membership is mandatory for 12 month employees working 30 hours or more a week, regardless of position.
2. Membership is optional for all other employees.

F. PAYROLL INFORMATION

1. Support Service paychecks will be placed in mailboxes during the hours of nine and noon on payday.
2. Payroll dates will be determined along with the school calendar.
3. It will be necessary for employees to work for a period of no less than two (2) weeks before a paycheck can be issued.

G. VACATION BENEFITS FOR 12 MONTH FULL-TIME EMPLOYEES

1. Upon completion of 1 year of service 5 days

Upon completion of 2 years of service	10 days
Upon completion of 5 years of service	15 days
Upon completion of 6 years of service	16 days
Upon completion of 7 years of service	17 days
Upon completion of 8 years of service	18 days
Upon completion of 9 years of service	19 days
Upon completion of 10 years of service	20 days

2. All 12 month employees will be allowed to roll over into next year up to 5 days of unused vacation days.
3. An employee must have completed the required number of years of service before the vacation can be used. Vacation days must be used within the following year or the days will be lost.
4. The dates of vacation time must be scheduled through and approved by the Department Head one month in advance of the vacation whenever possible.
5. Vacation will be taken during those times when school is not in session for students or with the consent of the Superintendent upon written request.

H. HOLIDAY SCHEDULE

1. Ten-month, Full-Time, salaried employees follow the regular school calendar for vacation schedule (four paid holidays determined by the Association and Administration). Plus they are granted one (1) additional day for their birthday to be used within 30 days.
2. Twelve (12) month, Full-Time employees will receive thirteen (13) holidays determined by the Association and Administration. In addition, they are granted one (1) additional day for their birthday to be used within 30 days of same.
3. To be paid for a holiday, an employee, unless sick or taking a vacation day/days, must work the scheduled day before and the scheduled day after the holiday. An employee may be requested to substantiate an illness associated with this paragraph.
4. Part-Time employees are entitled to one day of holiday pay for their birthday to be used within 30 days of same.

I. UNIFORM ALLOWANCE

1. A \$75.00 clothing allowance will be granted per year for 10 and 12 month employees of the custodial department, cafeteria staff (such cost will be paid out of the school lunch fund) and nurse. All uniforms for which district employees have been reimbursed must be worn daily.

2. An invoice will be presented for all reimbursements in the case of uniform purchase.
3. Two shop coats will be made available for the use of all drivers in the bus barn.

J. GRIEVANCE PROCEDURE

A "grievance" is defined as a claimed violation, misapplication or misinterpretation of any express provision of this agreement.

An aggrieved party shall have the right to be represented by the Association at all steps of this grievance procedure.

Step 1 - An employee who claims a grievance shall present his/her grievance orally to the department head, within two working days after it occurs. After such grievance presentation, the department head shall communicate verbally his/her decision to the employee within two working days.

Step 2 - If the grieved employee is not satisfied with the department head's decision, he/she, within three working days after such decision, shall present, in writing, a request stating the specific nature of the grievance and all facts relating to it for review by the Superintendent.

Step 3 - The Superintendent shall hold a review of the grievance with the department head and the employee within five working days after notice of said written grievance has been received. A decision will be made by the Superintendent within two working days after the grievance has been reviewed.

Step 4 - If there is an unsatisfactory decision in Step 3 of the employee's grievance, said employee may appeal such decision to the Board for review. This appeal must be in writing, stating all specific information relating to the grievance and submitted within five working days after the Superintendent's decision.

The Board may request the department head and the Superintendent to submit written statements of facts relating to the grievance within three working days after receiving written notice of the grieved employee's request. The decision of the Board will be communicated, in writing, within five working days after the completed review.

Step 5 - If the aggrieved employee believes that his/her case has not been satisfactorily resolved by the Board, said employee may, under the limitations of the law, appeal to the Commissioner of Education, Civil Service Commission, or the courts.

K. PUBLIC EMPLOYEES FAIR EMPLOYMENT LAW

IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISIONS OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION OF AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS

THEREFORE, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAD GIVEN APPROVAL.

L. STAFF

1. CUSTODIAL STAFF

- a. When custodial personnel substitute for the Head Custodian or Custodial Worker, he/she will receive \$1.00 per hour above his/her regular rate of pay not to exceed the pay rate of the regular employee. If that employee stays in that position for 21 consecutive days, then the rate of pay will be negotiated.
- b. Employees required to work beyond a regular eight hour day will receive an additional \$.25 per hour for each hour over the regular eight hours if those hours do not result in the employee actually working more than 40 hours in a work week.

2. TRANSPORTATION STAFF

- a. All bus drivers are responsible for the safety and proper conduct of all passengers. This employee is also responsible for the daily checking of the operating condition of his/her assigned bus.
- b. A regular bus driver is a 10 month salaried employee. All regular drivers will receive the same salary rate for all assigned driving. Routes will be determined on the basis of seniority. Extra trips will be by a rotating seniority list. There will be no free trips.
- c. Money for an expense (except personal, i.e. meals) to be incurred by the driver on an authorized trip shall be paid in advance by the District Treasurer. Proper receipts and any remaining funds shall be returned promptly to the school office upon completion of the trip.
- d. After new driver has satisfactorily completed his/her probationary period he/she will be added to the list of drivers in order of seniority for extra trips.
- e. Sick and personal days for a driver who has a three runs a day (AM, noon, PM) will be divided into thirds such that the driver will be charged loss of sick/bereavement/personal days for only that portion of the day the employee will be absent.
- f. New bus driver trainees will receive \$75.00 upon successful completion of the basic 30-hour training course required by New York State.
- g. Bus drivers who complete their required Refresher I Course (2 hours)

and/or Refresher II (Course 2) will receive hourly wage of \$13.00 for attending these courses. Monitor/Bus Aid Training will be paid their normal hourly rate.

- h. Payment for trips for outside the school organization remains an open issue and shall be determined by the district in consultation with the association during the life of this agreement.

3. CAFETERIA EMPLOYEES

- a. When cafeteria personnel substitute for the Head Cook or Assistant Cook, he/she will receive a \$1.00 per hour above his/her regular hourly rate of pay not to exceed the pay rate of the regular employee. If that employee stays in that position for 21 consecutive days, then the rate of pay will be negotiated.
- b. Cafeteria employees/cafeteria school monitor will receive their lunch at no cost to the employee.

4. TEACHER ASSISTANTS

- a. The days of work for teacher assistants will be determined as stated in the Memorandum of Agreement between the Wyoming Central School District, the Wyoming Support Service Association and the Wyoming Teachers' Association dated August 10, 2004.

5. NURSE

- a. The School Nurse will maintain the Health Office and act as attendance officer for the District. The nurse's schedule will follow the regular school calendar and she will be on duty from 7:45 a.m. to 3:15 p.m.

M. GENERAL CONDITIONS OF EMPLOYMENT

1. NEW POSITIONS

When Civil Service positions are established by the Board of Education for which rates of pay are not contained in this agreement, such rates shall be subject to negotiations with the understanding that the new position will be represented by the Association.

- 2. Each employee must sign in and out.

- 3. If an employee is not reporting to work, the Department Supervisor will be informed as soon as possible before the absence will occur. In the event the Department Supervisor cannot be reached, the Superintendent will be notified

4. If any resignation or vacancy occurs during the life of this agreement, a new starting wage or salary will be set subject to negotiations with the understanding that this wage or salary will not be more than any other employee in the same position.
5. If a Support Service employee resigns and then wishes to be rehired, the employee is rehired as a new employee
6. On notice of resignation or termination of employment, an employee will not be paid for any accumulated personal, sick or vacation days unless authorized by the Board. Should an employee leave employment during the year, any benefits he was entitled to will be pro-rated based on the time worked.
7. Any employee receiving two unsatisfactory evaluations in a given year will not be eligible for a pay increase in the following year. If an employee does not agree with the evaluation, he/she may appeal by using the procedure set forth under Section J of this contract.
8. Any employee who works four hours is entitled to a fifteen minute break.
9. Any employee who works Full-Time is entitled to a fifteen minute AM and PM break and a 30 minute duty free lunch.
10. Perfect Attendance bonus:
 - Full-Time 12 month employee will receive an attendance bonus of \$275 for having one legal absence or less.
 - Full time 10 month employee will receive an attendance bonus of \$250 for having one legal absence or less.
 - Part time 12 month employee will receive an attendance bonus of \$150 for having one legal absence or less.
 - Part time 10 month employee will receive an attendance bonus of \$125 for having one legal absence or less.
11. Each employee's hours of work will be assigned by the Administration. Their hours of work may vary due to special activities in the school.
12. During holiday periods, summer vacations, and days when school is closed due to mechanical failure, the hours of employment will be at the discretion of the Superintendent.
13. Payment of time worked beyond the regularly scheduled hours must have prior approval of the Superintendent.
14. LONGEVITY - Employees are eligible for longevity pay payable at their anniversary date according to the following schedule.

5th year anniversary....\$100
10th year anniversary....\$150
15th year anniversary....\$250
20th year anniversary....\$250
25th year anniversary....\$300
30th year anniversary....\$350

15. All (10) month transportation employees days of work are determined by the scheduled days of school in session per Board calendar for all Wyoming students and Wyoming students tuitioned to respective high schools and BOCES Educational Programs.
16. An employee who loses his/her position due to layoff and/or job cuts will be entitled to reinstatement of prior years of service upon return to employment by the District. If this provision should to any extent conflict with the civil service law, the education law or any other applicable law, then said law shall take precedence over this provision.

N. RETIREMENT BENEFITS

1. EMPLOYEES HIRED PRIOR TO JULY 1, 1990

- a. The district agrees that any employee who has worked for twenty (20) consecutive years or more and retires at age of eligibility or older may convert unused accumulated sick leave (12 month employees up to 225 days; 10 month employees up to 175 days) for health coverage at the rate of one month for each accumulated sick day. Single premium coverage, as defined in D(1)A, will be paid based on the rate at the date of retirement. Family plan coverage may be carried by the retiree if he/she pays the premium difference

Qualified employees must have been a member of the District's health care plan for a minimum of two years prior to retirement in order to be eligible for this incentive.

- b. Any full-time support staff employee who retires when first eligible or older for full benefits under the New York State Employee's Retirement System and after twenty (20) years or more of service in the Wyoming Central School District will be entitled to receive an employer TSA/403(b) contribution of twenty dollars (\$20) for each accumulated and unused sick/personal leave day at the time of retirement, not to exceed 225 days for a full-time twelve (12) month employee or 175 days for a full-time ten (10) month employee.

2. EMPLOYEES HIRED ON OR AFTER JULY 1, 1990

Employees who retire with twenty (20) years or more of Service in the Wyoming Central School District will have accumulated and unused sick/personal days (12 month

employees up to 225 days; 10 month employees upto 175 days) converted to a dollar value, using the employee's rate of pay at retirement, which shall be deposited into employee's TSA/403(b) account as an employer contribution.

3. Under N(1) and N(2), employees have no option at the present time as to whether their Retirement Benefit is paid as a health insurance benefit or as a non-elective employer contribution. If applicable tax and benefit laws should change or clarify during the life of this agreement such that choice may be exercised without unfavorable tax consequences, the Association and the District agree to negotiate an amendment to article N(1).
4. In order to be eligible for any of the above retirement benefits, the unit member intending to retire must submit to the Superintendent a letter of resignation for retirement purposes at least five (5) months in advance of the intended date of retirement. This letter is irrevocable. The Superintendent at his/her discretion may waive the notification process due to extenuating circumstances involving personal hardship. This decision is non-grievable.
5. Employee's that are participating in the district's hospitalization plan prior to retirement may continue coverage in the district's plan, at their own expense, after retirement subject to plan eligibility.

O. ASSOCIATION BUSINESS

1. The President or his/her designee shall receive one paid business leave day per year, said leave not to come from accumulated sick or personal leave time.

P. WAGES AND SALARY SCHEDULE

2005-2006	2.0%
2006-2007	2.5%
2007-2008	3.0%
2008-2009	3.0%

Q. EXTRACURRICULAR

1. The Shared Decision Making Team shall include one member of the Support Staff who shall receive a yearly stipend of \$350.

R. DIRECTED PROJECT

1. One Teacher Assistant, as determined among Support Staff, will receive a stipend of \$350 for successful completion of a Directed Project designed to support the district's academic goals and standards for students. The Directed Project will be approved by the Superintendent. Directed Projects may involve curriculum work or student activities. This Directed Project stipend will sunset on June 30, 2006, at which time it is no longer in effect.

Wyoming CSD
Salary Schedule
Appendix A

	2005-06		2006-07		2007-08		2008-09	
	Probation	Regular	Probation	Regular	Probation	Regular	Probation	Regular
Percentage Raise		2.0%		2.5%		3.0%		3.0%
Clerical/Insturction								
Typist	9.18	11.65	9.41	11.94	9.69	12.30	9.98	12.67
Account Clerk	9.18	11.65	9.41	11.94	9.69	12.30	9.98	12.67
Teacher Assistant A		15,912						
Teacher Assistant B		20,400						
Teacher Assistant C		25,500						
Student Inerpreter	9.18	12.76	9.41	13.08	9.69	13.47	9.98	13.88
Teacher Aide	9.69	10.20	9.93	10.46	10.23	10.77	10.54	11.09
Custodial								
Custodial Worker	9.04	11.57	9.26	11.86	9.54	12.21	9.83	12.58
Cleaner	6.75	8.29	7.15	8.50	7.15	8.75	7.15	9.02
Summer Cleaner - Adult		7.25						
Summer Cleaner - Student		7.00						
Other Instuction								
School Monitor	6.75	7.61	7.15	7.80	7.15	8.03	7.15	8.27
School Lunch								
Head Cook	12.10	15.65	12.40	16.04	12.77	16.52	13.15	17.01
Assistant Cook	9.16	11.94	9.39	12.24	9.67	12.61	9.96	12.99
Food Service Helper	6.75	7.96	7.15	8.15	7.15	8.40	7.15	8.65
School Nurse								
Nurse (per year)	-	28,613	-	29,328	-	30,208	-	31,114
Transportation								
Bus Driver (per year)	10,926	12,677	11,199	12,994	11,535	13,384	11,881	13,786
Trips	15.44	17.66	15.83	18.10	16.30	18.64	16.79	19.20
Driver Training	11.19	12.81	11.47	13.13	11.81	13.53	12.17	13.93
Bus Aide	10.20	10.20	10.46	10.46	10.77	10.77	11.09	11.09

= adjusted for minimum wage requirements and then frozen

= increased by 2.0% plus \$166 over prior year

**MEMORANDUM OF AGREEMENT BETWEEN THE WYOMING CENTRAL
SCHOOL DISTRICT, THE WYOMING SUPPORT SERVICE ASSOCIATION
AND THE WYOMING TEACHERS' ASSOCIATION**

This Memorandum of Agreement is between the Wyoming Central School District (the "District"), the Wyoming Support Service Association (the "Support Unit"), and the Wyoming Teachers' Association (the "Teachers' Unit").

WHEREAS, the District has chosen to discontinue the civil service title of "Teacher Aide" and to instead employ persons within the certificated title of "Teaching Assistant," and

WHEREAS, the District has chosen to offer existing Teacher Aides the opportunity to convert from their present Teacher Aide positions to the forthcoming Teacher Assistant positions, and

WHEREAS, the current contract between the District and the Support Unit expires June 30, 2005 and does not recognized the Teaching Assistant position as a position represented by the Support Unit, and

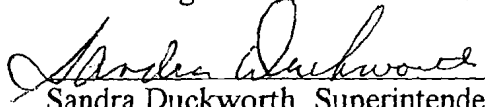
WHEREAS, the current contract between the District and the Teachers' Unit expires June 30, 2006 and does not recognized the Teaching Assistant position as a position represented by the Teachers' Unit,

NOW, THEREFORE, THE PARTIES HEREBY AGREE AS FOLLOWS:

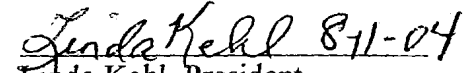
1. The Teaching Assistant position is hereby recognized as one within the Support Unit effective from the effective date of this agreement through June 30, 2006.
2. All parties understand that Teaching Assistants are subject to a three year probationary appointment; that Teaching Assistants participate in the Teachers' Retirement System; and that Teacher Aides participate in the Employees' Retirement System.
3. Current Teacher Aides may be hired into the forthcoming Teaching Assistant positions without the necessity of the District posting Teaching Assistant vacancies.
4. From the effective date of this agreement though June 30, 2005, Teaching Assistants shall receive the terms and conditions of employment that are provided to Teacher Aides under the current Support Unit contract.
5. Teaching Assistant terms and conditions of employment for the 2005-2006 school year shall be determined in negotiations between the District and the Support Unit.
6. The Teaching Assistant position is hereby recognized as one within the Teachers' Unit, effective July 1, 2006 and thereafter.
7. The removal of the Teaching Assistant position from the Support Unit and the addition of Teaching Assistants to the Teachers' Unit (effective July 1, 2006, as above provided) shall not, in and of itself, have any effect whatsoever upon Teaching Assistant terms and condition of employment. Rather, Teaching Assistant terms and


conditions of employment for July 1, 2006 and thereafter shall be determined in negotiations between the District and the Teachers' Unit.

8. This agreement shall not be interpreted as prohibiting the District from utilizing the civil service title of "Teacher Aide" at any future time.
9. The District makes no representation or assurance regarding the qualifications of current Teacher Aides to occupy the position of Teaching Assistant. The appointment of current Teacher Aides to Teaching Assistant positions shall be subject to the appointee holding the credentials required by state and federal law.
10. This agreement shall not establish past practice or be precedent setting in any way.


Sandra Duckworth, Superintendent
For the District
Dated: 8-10-04

Sue Gillette, Co-President
For the Support Unit
Dated: Sue Gillette 8-10-04


Linda Kehl, President
For the Teachers' Unit
Dated: _____


Michelle Greffrath, Co-President
For the Support Unit
Dated: 8-10-04

**MEMORANDUM OF AGREEMENT BETWEEN THE WYOMING
CENTRAL SCHOOL DISTRICT AND THE WYOMING
SUPPORT SERVICE ASSOCIATION**

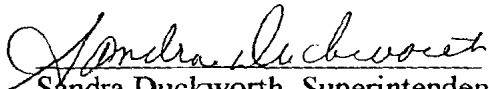
This Memorandum of Agreement is between the Wyoming Central School District (the "District") and the Wyoming Support Service Association (the "Support Unit").

WHEREAS, the District and the Support Unit are parties to a Memorandum of Agreement signed on August 10, 2004, and


WHEREAS, the parties have determined that modification and elaboration of the August 10, 2004 Memorandum of Agreement is in their mutual best interest,

NOW, THEREFORE, THE PARTIES HEREBY AGREE AS FOLLOWS:


1. To the extent that this agreement conflicts with the above referenced August 10, 2004 Memorandum of Agreement, this agreement shall prevail. Otherwise, the terms of the August 10, 2004 agreement remain in effect.
2. There will be three categories of Teaching Assistant within the District. Those categories shall be referred to as "Tier A," "Tier B," and "Tier C."¹
3. During the 2004-2005 school year, Tier A Teaching Assistants shall earn \$15,600; Tier B Teaching Assistants shall earn \$20,000; and Tier C Teaching Assistants shall earn \$25,000.
4. The work year for Teaching Assistants (in all Tiers) shall be 185 days, those days consisting of the 180 days designated by the District as instructional days, plus the additional 5 days designated by the District as Superintendent Conference Days.


Sandra Duckworth, Superintendent
For the District

Dated: 8-13-04


Sue Gillette, Co-President
For the Support Unit

Dated: 8-17-04


Michelle Gregrath, Co-President
For the Support Unit

Dated: 8-12-04

¹ These categories are not to be confused with the three "Levels" of Teaching Assistants established by § 80-5.6 of the Commissioner's certification regulations.

MEMORANDUM OF AGREEMENT
BY AND BETWEEN
WYOMING SUPPORT SERVICE ASSOCIATION
AND
THE SUPERINTENDENT OF SCHOOLS

May 1, 2006

It is agreed to and understood that with respect to the wording in Section II(D)2(a) of the bargaining agreement effective July 1, 2005, and running through June 30, 2009, the following two employees shall be recognized as the entire group of employees who are currently receiving health insurance without the District's percentage contribution being diminished by the FTE multiple. These employees will continue to have the District's health insurance contribution calculated without the FTE multiple:

1. Michael Swearingen
2. Nancy Estabrooks

The Wyoming Support Service Association and The Superintendent of Schools agree to the above terms and conditions.

Dated: 05/01/2006

Jaren L. Green
Co-President, Support Service

Dated: 05/01/2006

Mary E. Daniel
Co-President, Support Service

Dated: 5/01/2006

Andrew B. Luckworth
Superintendent of Schools

Dated: 5/01/2006

Ernst H. ...
President, Board of Education