



**Cornell University**  
**ILR School**

### **NYS PERB Contract Collection – Metadata Header**

This contract is provided by the Martin P. Catherwood Library, ILR School, Cornell University. The information provided is for noncommercial educational use only.

Some variations from the original paper document may have occurred during the digitization process, and some appendices or tables may be absent. Subsequent changes, revisions, and corrections may apply to this document.

For more information about the PERB Contract Collection, see <http://digitalcommons.ilr.cornell.edu/perbcontracts/>

Or contact us:

Catherwood Library, Ives Hall, Cornell University, Ithaca, NY 14853  
607-254-5370 [ilrref@cornell.edu](mailto:ilrref@cornell.edu)

#### **Contract Database Metadata Elements**

Title: **Elmira Heights Central School District and Elmira Heights Educational Support Staff Association (2003)**

Employer Name: **Elmira Heights Central School District**

Union: **Elmira Heights Educational Support Staff Association**

Local:

Effective Date: **07/01/03**

Expiration Date: **06/30/06**

Number of Pages: **34**

For additional research information and assistance, please visit the Research page of the Catherwood website - <http://www.ilr.cornell.edu/library/research/>

For additional information on the ILR School, <http://www.ilr.cornell.edu/>

GEN  
4986

Agreement between the

**SUPERINTENDENT OF SCHOOLS  
ELMIRA HEIGHTS CENTRAL SCHOOL DISTRICT**

and the

**ELMIRA HEIGHTS  
EDUCATIONAL SUPPORT STAFF ASSOCIATION**

EFFECTIVE  
JULY 1, 2003 THROUGH JUNE 30, 2006

Under the Provisions of the "Public Employees Fair Employment Act"

**RECEIVED**

DEC 23 2004

NYS PUBLIC EMPLOYMENT  
RELATIONS BOARD

75



**TABLE OF CONTENTS**

**ARTICLE 1 - RECOGNITION..... 1**  
     § 1.1 *Recognition • unit defined..... 1*

**ARTICLE 2 - DEFINITIONS ..... 1**  
     § 2.1 *Definitions..... 1*  
     § 2.2 *Gender and number..... 1*

**ARTICLE 3 - PROCEDURE FOR CONDUCTING NEGOTIATIONS..... 1**  
     § 3.1 *Negotiating team..... 1*  
     § 3.2 *Opening negotiations..... 1*  
     § 3.3 *Negotiation procedure..... 1*  
     § 3.4 *Exchange of information..... 1*  
     § 3.5 *Reaching agreement..... 1*

**ARTICLE 4 - PAYROLL DEDUCTIONS..... 2**  
     § 4.1 *Association dues deductions..... 2*  
     § 4.2 *Dues equivalency..... 2*  
     § 4.3 *Other payroll deductions..... 2*

**ARTICLE 5 - ASSOCIATION PRIVILEGES..... 2**  
     § 5.1 *Use of building facilities..... 2*  
     § 5.2 *Use of mail facilities..... 2*  
     § 5.3 *Copies of agreement..... 2*  
     § 5.4 *Right to representation..... 2*  
     § 5.5 *Right to post communications • access for representatives..... 2*  
     § 5.6 *Association leave days..... 3*  
     § 5.7 *Copies of Board agenda..... 3*  
     § 5.8 *Notification of job openings..... 3*

**ARTICLE 6 - REDUCTION IN FORCE ..... 3**  
     § 6.1 *Seniority defined..... 3*  
     § 6.2 *Layoff • reduction in hours worked..... 3*  
     § 6.3 *Written notification..... 3*  
     § 6.4 *Recall rights..... 3*

**ARTICLE 7 - EVALUATION ..... 3**  
     § 7.1 *Frequency • conference • copy..... 3*  
     § 7.2 *Evaluator specified..... 4*  
     § 7.3 *Written • form..... 4*  
     § 7.4 *Job description • explanation of standards..... 4*  
     § 7.5 *Completeness of personnel file..... 4*  
     § 7.6 *Complaints investigated..... 4*  
     § 7.7 *Suggestions for improving performance..... 4*

**ARTICLE 8 - PERSONNEL FILE..... 4**  
     § 8.1 *Access..... 4*  
     § 8.2 *Negative material..... 4*  
     § 8.3 *One file..... 4*

**ARTICLE 9 - DISCIPLINE AND DISMISSAL..... 4**  
     § 9.1 *Permanent competitive class employee..... 4*  
     § 9.2 *Noncompetitive and labor class employee..... 4*

§ 9.3	<i>Waiver</i> .....	4
§ 9.4	<i>Just cause</i> .....	5
§ 9.5	<i>Imposition of discipline.</i> .....	5
§ 9.6	<i>Dismissal</i> .....	5
§ 9.7	<i>Appeal to arbitration</i> .....	5
§ 9.8	<i>Arbitration schedule</i> .....	5
§ 9.9	<i>Attendance at hearings</i> .....	5
§ 9.10	<i>Effect of decision</i> .....	5
<b>ARTICLE 10 - INDIVIDUAL AGREEMENT</b> .....		<b>5</b>
§10.1	<i>No individual agreement.</i> .....	5
<b>ARTICLE 11 - WORKERS COMPENSATION</b> .....		<b>5</b>
§11.1	<i>Use of sick leave.</i> .....	5
§11.2	<i>Reimbursement of leave used</i> .....	5
<b>ARTICLE 12 - GRIEVANCE PROCEDURE</b> .....		<b>6</b>
§12.1	<i>Definitions.</i> .....	6
§12.2	<i>Stage 1</i> .....	6
§12.3	<i>Stage 2</i> .....	6
§12.4	<i>Arbitration</i> .....	6
§12.5	<i>Consolidation of grievances.</i> .....	7
<b>ARTICLE 13 - WORKYEAR/WORKWEEK</b> .....		<b>7</b>
§13.1	<i>Workyear</i> .....	7
§13.2	<i>Workday</i> .....	7
§13.3	<i>Part-time employees</i> .....	8
§13.4	<i>Bus drivers • attendant assignment</i> .....	8
§13.5	<i>Snow or emergency day</i> .....	9
§13.6	<i>Drivers and attendants • trip canceled.</i> .....	9
§13.7	<i>Half-day runs</i> .....	9
<b>ARTICLE 14 - HOLIDAYS</b> .....		<b>9</b>
§14.1	<i>Holidays</i> .....	9
§14.2	<i>Additional holidays for selected employees.</i> .....	10
§14.3	<i>Holidays occurring on a weekend.</i> .....	10
§14.4	<i>Loss of holiday pay for absence.</i> .....	10
<b>ARTICLE 15 - VACATIONS</b> .....		<b>10</b>
§15.1	<i>Vacation • twelve (12) month employee</i> .....	10
§15.2	<i>Vacation • eleven (11) month employee</i> .....	10
§15.3	<i>Notification of use of days</i> .....	11
§15.4	<i>Scheduling of days</i> .....	11
§15.5	<i>Anniversary date.</i> .....	11
<b>ARTICLE 16 - INSURANCE</b> .....		<b>11</b>
§16.1	<i>District provided coverage • district contribution</i> .....	11
§16.2	<i>Plan Document and Administrative Manual</i> .....	12
§16.3	<i>Appealing claims</i> .....	12
§16.4	<i>Confidentiality</i> .....	12
§16.5	<i>Continuation of coverage</i> .....	12
§16.6	<i>Timely payment of claims</i> .....	12
§16.7	<i>Effective date of coverage</i> .....	12
§16.8	<i>Coverage after termination</i> .....	12
§16.9	<i>Employees on leave</i> .....	13

§16.10	Coordination of benefits .....	13
§16.11	Eligibility .....	13
§16.12	Survivor's coverage .....	13
§16.13	Retiree's coverage .....	13
§16.14	Payment in lieu of coverage.....	13
<b>ARTICLE 17 - BEREAVEMENT LEAVE.....</b>		<b>14</b>
§17.1	Requirements .....	14
<b>ARTICLE 18 - PERSONAL LEAVE.....</b>		<b>14</b>
§18.1	Requirements .....	14
<b>ARTICLE 19 - SICK LEAVE .....</b>		<b>15</b>
§19.1	Requirements.....	15
§19.2	Accrued sick leave .....	15
<b>ARTICLE 20 - SICK LEAVE BANK .....</b>		<b>16</b>
§20.1	Bank established .....	16
§20.2	Committee rules and procedures.....	16
<b>ARTICLE 21 - JURY DUTY/COURT APPEARANCE.....</b>		<b>17</b>
§21.1	Requirements .....	17
<b>ARTICLE 22 - UNPAID LEAVE.....</b>		<b>17</b>
§22.1	Extended leave.....	17
§22.2	Short-term leave .....	17
<b>ARTICLE 23 - PARENTAL LEAVE.....</b>		<b>17</b>
§23.1	Duration • accrual of benefits .....	17
§23.2	Extension of leave.....	17
<b>ARTICLE 24 - RETIREMENT.....</b>		<b>17</b>
§24.1	Retirement plan.....	17
§24.2	Alternative available.....	17
<b>ARTICLE 25 - VACANCIES.....</b>		<b>18</b>
§25.1	Posting vacancies.....	18
§25.2	Consideration for position.....	18
<b>ARTICLE 26 - SALARY AND ADDITIONAL COMPENSATION.....</b>		<b>18</b>
§26.1	Salary .....	18
§26.2	Salary placement for newly hired employee .....	19
§26.3	Longevity .....	19
§26.4	Longevity • formula.....	19
§26.5	Longevity payments.....	20
§26.6	Pay period options .....	20
§26.7	Overtime. ....	20
§26.8	Out-of-title work.....	20
§26.9	Field trips. ....	20
§26.10	Working with asbestos. ....	20
§26.11	Emergency situations. ....	20
§26.12	Head bus driver .....	21
§26.13	Flexible benefit plan.....	21
§26.14	Extra trips.....	21

<b>ARTICLE 27 - CONTINUOUS EMPLOYMENT</b> .....	<b>21</b>
§27.1 <i>Employment continued summer and holidays</i> .....	21
<b>ARTICLE 28 - SUMMER EMPLOYMENT</b> .....	<b>21</b>
§28.1 <i>Bargaining unit work</i> .....	21
§28.2 <i>Notification of opening</i> .....	21
§28.3 <i>Terms and conditions of employment</i> .....	22
<b>ARTICLE 29 - TEACHER AIDE TRAINING</b> .....	<b>22</b>
§29.1 <i>Training</i> .....	22
§29.2 <i>Additional training</i> .....	22
<b>ARTICLE 30 - MISCELLANEOUS</b> .....	<b>22</b>
§30.1 <i>Zipper clause</i> .....	22
§30.2 <i>Savings clause</i> .....	22
§30.3 <i>Section 204-a of the Public Employees Fair Employment Act</i> .....	22
§30.4 <i>Notice of resignation</i> .....	23
§30.5 <i>Site based decision making • school improvement</i> .....	23
<b>ARTICLE 31 - SUPERVISION OF CLERICAL PERSONNEL</b> .....	<b>23</b>
§31.1 <i>Supervisor</i> .....	23
<b>ARTICLE 32 - RETIREMENT INCENTIVE</b> .....	<b>23</b>
§32.1 <i>Amount</i> .....	23
§32.2 <i>Eligibility</i> .....	23
§32.3 <i>Letter of resignation</i> .....	23
§32.4 <i>Payment</i> .....	23
§32.5 <i>Sunset clause</i> .....	23
<b>ARTICLE 33 - TEMPORARY EMPLOYEES</b> .....	<b>23</b>
§33.1 <i>Temporary employee defined</i> .....	23
§33.2 <i>Procedure for appointment</i> .....	23
§33.3 <i>Included in bargaining unit</i> .....	24
<b>ARTICLE 34 - DURATION</b> .....	<b>24</b>
§34.1 <i>Duration</i> .....	24
<b>APPENDIX A – SALARY SCHEDULES</b> .....	<b>25</b>

## ARTICLE 1 - RECOGNITION

**§ 1.1 Recognition • unit defined.** The Elmira Heights Central School District recognizes the Elmira Heights Educational Support Staff Association as the sole and exclusive representative for a unit consisting of all employees and excluding administrators and all others for the purposes under the law for the maximum time permitted by law.

## ARTICLE 2 - DEFINITIONS

**§ 2.1 Definitions.** As used in this Agreement, the term:

- (a) "Association" means the Elmira Heights Educational Support Staff Association.
- (b) "Superintendent" means the Superintendent of Schools of the Elmira Heights Central School District.
- (c) "Employee" means any person represented by the Elmira Heights Educational Support Staff Association as his negotiating representative.
- (d) "District" means the Elmira Heights Central School District.
- (e) "Board" means the Board of Education of the Elmira Heights Central School District.

**§ 2.2 Gender and number.** Whenever the context so requires, the use of words in this Agreement in the singular shall be construed to include the plural and words in the plural shall be construed to include the singular. Words, whether they be in the masculine, feminine or neuter gender, shall be construed to include all of the said genders unless the context would require that the gender apply to only one sex. By the use of the aforesaid genders, it is understood that it is for convenience purposes only and that said use is not to be interpreted to be discriminatory by reason of sex.

## ARTICLE 3 - PROCEDURE FOR CONDUCTING NEGOTIATIONS

**§ 3.1 Negotiating team.** The negotiating team of the respective Superintendent and Association will meet for the purpose of discussion and reaching mutually satisfactory agreements.

**§ 3.2 Opening negotiations.** Negotiations may be initiated at the written request of either party, but the first meeting shall be held not earlier than January 15th nor later than March 15th of the year in which this Agreement expires. All issues proposed for discussion shall be submitted in writing by the Association and the Superintendent or his designated representatives at the first meeting. No new items shall be introduced after submission of the initial package.

**§ 3.3 Negotiation procedure.** Negotiation teams of each party shall meet at such mutually agreed upon places and times for the purpose of affecting a free exchange of facts, opinions, proposals, and counterproposals in an effort to reach 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 meetings as described in §3.2 above, such additional meetings shall be held as the parties may require to reach an understanding on the issue(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. An agenda shall be developed for the following meetings as the last item of business of each meeting.

**§ 3.4 Exchange of information.** Both parties shall furnish each other, upon reasonable request, all available information pertinent to the issue(s) under consideration.

**§ 3.5 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 for approval. Following approval by a majority of the Association membership and by a majority of the Board, the Board will take such actions upon the recommendation(s) submitted as are necessary to make them official effective July 1 next.

#### **ARTICLE 4 - PAYROLL DEDUCTIONS**

**§ 4.1 Association dues deductions.** The Superintendent agrees to deduct for the Association, upon submission of a duly authorized payroll deduction card, regular membership dues at a rate established by the Association. Said authorization shall remain in full force and effect until revoked in writing by the employee. After each pay, the dues collected shall be transmitted to the Association. It is specifically agreed that the District assumes no obligations, financial or otherwise, arising out of the provisions of this Article, and the Association agrees that it will indemnify and hold the District harmless for any and all claims, actions, demands, suits, or proceedings by an employee or any other party arising from the deductions made by the District and remittance to the Association of the dues under this Article.

#### **§ 4.2 Dues equivalency.**

(a) It is recognized that the proper negotiation and administration of collective negotiating agreements on behalf of public employees entails expenses to the Association as the exclusive representation of the employees in the bargaining unit and that said expenses shall be shared by all employees in the bargaining unit benefiting from such agreements.

(b) An employee who chooses not to join the Association shall have deductions made from his salary in an amount equivalent to the dues levied by the Association. Said monies shall be deducted from the employee's salary and transmitted to the Association in the manner described in §4.1.

**§ 4.3 Other payroll deductions.** Upon receipt of a proper payroll deduction authorization form, the District will deduct from the salary of an employee deductions for the credit union, U.S. savings bonds, The United Fund, retirement contributions, IRC Section 125 salary redirections, tax-sheltered annuities (IRS 403-b accounts), and direct deposit at banks as available.

#### **ARTICLE 5 - ASSOCIATION PRIVILEGES**

**§ 5.1 Use of building facilities.** The Association shall be allowed the use of any room or building without cost upon application for such use in accordance with the policies of the District.

**§ 5.2 Use of mail facilities.** The Association shall have the right to use the inter-school mail for Association business.

**§ 5.3 Copies of agreement.** Copies of this Agreement will be printed at District expense and a copy shall be given to each employee and each new employee as he is hired. Ten (10) additional copies shall be provided to the Association President.

**§ 5.4 Right to representation.** The Superintendent recognizes the right of the employees to designate representatives of the Association to appear on their behalf to discuss salaries, working conditions, grievances, disputes pertaining to the terms of this Agreement, and other terms and conditions of employment. Said representatives shall also be permitted to appear at meetings and public hearings before the Board.

**§ 5.5 Right to post communications • access for representatives.** The Association shall have the right to post notices and other communications on bulletin boards maintained on the premises and facilities of the District. Representatives of the Association shall have access to the premises and facilities of the District for the purpose of transacting any necessary business regarding negotiations or disputes resulting from this Agreement, providing prior arrangements have been made with the District administration.

**§ 5.6 Association leave days.** Designated representatives of the Association shall be granted leave each year to attend to Association business with no loss of pay. The maximum number of days of leave granted per year shall be three (3). The Association shall advise the Superintendent at least forty-eight (48) hours in advance of the person (s) using the leave and the dates of said leave. Additional days, if requested by the Association, may be granted by the Superintendent, if the Association is able to justify the need for said additional days.

**§ 5.7 Copies of Board agenda.** A copy of the agenda for each meeting of the Board will be made available to the President of the Association, or his designee, at the same time that the agendas are distributed to the Board members.

**§ 5.8 Notification of job openings.** The Association shall be informed of all classifications and job write-ups at least three (3) days prior to the effective date of the planned modifications and shall receive at least seven (7) days advance notice of any change in conditions and terms of employment; i.e. classification or wages, except where such change is required because of an emergency or disaster over which the Board has no control.

## **ARTICLE 6 - REDUCTION IN FORCE**

**§ 6.1 Seniority defined.** For purposes of this article, seniority shall be defined as the length of continuous service with the District.

**§ 6.2 Layoff • reduction in hours worked.** If the District finds it necessary to reduce the work force, the following shall apply.

(a) The District will act to eliminate the position(s) or to reduce the hours worked in a specific job classification.

(b) Layoffs or reductions in hours worked within the job classification will be determined on the basis of seniority with the least senior employee being the first affected. If there is a reduction in time for an extra run that affects a bus driver working in excess of four (4) hours per day, the reduced time will be taken from the least senior bus driver assigned to extra runs, providing it is possible to do so.

**§ 6.3 Written notification.** In the case of a layoff or permanent reduction in work hours, the employee affected shall receive at least three (3) weeks written notification in advance of the action.

**§ 6.4 Recall rights.**

(a) An employee who is laid off shall be placed on a preferred eligibility list for recall rights for a period of four (4) years. Employees on the preferred eligible list shall be offered vacant positions within their job classification as such vacancies occur in the reverse order of layoff.

(b) If the District restores hours formerly reduced, the additional hours shall be restored to those employees whose hours were cut on the basis of seniority.

## **ARTICLE 7 - EVALUATION**

**§ 7.1 Frequency • conference • copy.** Each employee shall be evaluated at least once each year. The administrator completing the written evaluation shall schedule a conference with the employee to discuss the completed evaluation. At the conference, the employee shall be given a copy of the evaluation. The employee shall sign the evaluation as an indication that he has received a copy. The signature constitutes neither agreement nor disagreement.

§ 7.2 **Evaluator specified.** Evaluation of employees shall only be done by individuals certified in administration except in the case of cafeteria employees whose evaluations shall be done by the cafeteria manager. Cafeteria employees may also be evaluated by the cook manager. Any evaluations done by the cook manager, as well as any information contained in such evaluation, can not be used to discipline or dismiss an employee. Evaluations completed by the cook manager will follow the procedures contained herein.

§ 7.3 **Written • form.** Each evaluation shall be in writing on the evaluation form (Appendix D).

§ 7.4 **Job description • explanation of standards.** The District shall provide each employee with his job description as well as an explanation of the standards (found on evaluation form) by which he shall be evaluated.

§ 7.5 **Completeness of personnel file.** All materials, including written evaluations, related to the performance of an employee shall be contained in the employee's personnel file.

§ 7.6 **Complaints investigated.** Any complaints with respect to an employee's work performance shall be investigated for accuracy and then called to the attention of the employee in a timely manner. The employee shall be given the opportunity to explain and/or respond to any complaints.

§ 7.7 **Suggestions for improving performance.** If the evaluator indicates that the employee's performance needs improvement, the evaluator shall provide specific, reasonable suggestions for said performance to improve. In the event that the evaluator indicated improvement is needed, he will schedule at least two (2) subsequent evaluations within a reasonable time period to see if improvement is noted and suggestions have been implemented.

#### **ARTICLE 8 - PERSONNEL FILE**

§ 8.1 **Access.** Employees will have the right, upon request, to review the contents of their personnel file and to make copies of any documents in it with the exception of pre-hire documents. An employee will be entitled to have a representative of the Association accompany him during such review.

§ 8.2 **Negative material.** No material derogatory to an employee's conduct, service, character, or personality will be placed in his personnel file unless the employee has had the opportunity to review the material. The employee shall sign the copy to be filed, with the express understanding that such signature in no way indicates agreement with the contents thereof. The employee will also have the right to submit a written answer to such materials within ten (10) school days and his answer shall be reviewed by the administrator and attached to the copy file.

§ 8.3 **One file.** The District shall maintain only one personnel file.

#### **ARTICLE 9 - DISCIPLINE AND DISMISSAL**

§ 9.1 **Permanent competitive class employee.** Competitive class employees shall be entitled to the protections of this article after they have received a permanent appointment.

§ 9.2 **Noncompetitive and labor class employee.** Noncompetitive and labor class employees shall be entitled to the protections of this article after they have completed one year of service with the District.

§ 9.3 **Waiver.** The District and the Association agree to waive the procedures and rights afforded employees under section seventy-five of the New York State Civil Service Law and agree to an alternative discipline and dismissal procedure of just cause as hereinafter provided. The just cause

procedure shall be the sole and exclusive disciplinary and dismissal procedure for employees in the District who are entitled to the protections of this article.

**§ 9.4 Just cause.** No employee entitled to the protections of this article shall be disciplined or dismissed without just cause.

**§ 9.5 Imposition of discipline.** The District may impose discipline without a hearing. The District shall file a notice of imposition of discipline and the reason therefore simultaneously with the affected employee and the president of the Association. If the Association disputes the discipline, it may file a grievance with the Superintendent within ten workdays of receipt of the notice of imposition of discipline. The Superintendent must hold a hearing and render a written decision within ten workdays after the receipt of a grievance. The decision of the Superintendent shall be without opinion and shall state only whether the discipline is upheld, modified or annulled. If the Association does not accept the Superintendent's decision, it may invoke arbitration as provided in §9.7 of this article.

**§ 9.6 Dismissal.** If the District seeks to dismiss an employee, it shall serve charges on the employee with a copy of said charges sent to the president of the Association. Within ten workdays of the receipt of the charges, the Association may invoke arbitration as provided in §9.7 of this article. If arbitration is not invoked, the District may dismiss the employee and further proceedings hereunder shall be barred. The District may suspend an employee whom it seeks to dismiss pending the disposition of charges. The employee may be suspended up to thirty days without pay.

**§ 9.7 Appeal to arbitration.** Arbitration shall be invoked by filing a notice of intent to arbitrate simultaneously with the Superintendent and the American Arbitration Association as provided for in §12.4 of this Agreement.

**§ 9.8 Arbitration schedule.** Unless otherwise agreed to between the District and the Association, the arbitrator shall schedule a hearing within thirty calendar days of receipt of the notice of intent to arbitrate. Hearings and post-hearing matters shall be concluded within one hundred twenty calendar days after the first day of hearing. Hearings shall conform to the Voluntary Labor Arbitration Rules of the American Arbitration Association.

**§ 9.9 Attendance at hearings.** Except in the case of an employee who has been suspended without pay or benefits, no party-in-interest shall suffer a loss of pay or benefits by reason of attendance at or participation in a hearing. If the attendance of multiple witnesses is required, the District will provide a substitute for rotating coverage while a witness testifies.

**§ 9.10 Effect of decision.** The decision of the arbitrator shall be final and binding on all parties to the proceeding.

## **ARTICLE 10 - INDIVIDUAL AGREEMENT**

**§10.1 No individual agreement.** No individual agreement or arrangement between an employee and the District shall be in conflict with any provision of this agreement.

## **ARTICLE 11 - WORKERS COMPENSATION**

**§11.1 Use of sick leave.** If an employee is absent from work as a result of injury arising out of or in the course of employment, he will be paid his full salary for the period of such absence up to the amount of the employee's annual or accrued sick leave. The employee will sign over his compensation checks to the District.

**§11.2 Reimbursement of leave used.** An employee will be reimbursed credit for sick leave days charged equivalent to the amount of compensation received by the District.

## ARTICLE 12 - GRIEVANCE PROCEDURE

### §12.1 Definitions.

- (a) The term "grievance" means any alleged violation of the terms of this Agreement.
- (b) The term "grievant" means the Association or any employee.

### §12.2 Stage 1.

(a) The grievant must, within twenty-five (25) days after its occurrence, bring the grievance to the attention of his immediate supervisor and attempt to resolve the same informally with such supervisor. One representative of the grievant's choice may be present during discussions.

(b) If the matter is not resolved to his satisfaction during the informal attempt, the grievant must file a written statement of the grievance with his immediate supervisor within five (5) work days after the last conference between them which concludes the informal attempt. Such statement shall identify the grievant and be signed by him and dated. It must specify: (1) the specific provision of the agreement which was violated, (2) the time, place and events leading up to the grievance, (3) the management personnel allegedly responsible, (4) the remedy or redress which is sought, and (5) the attempt made to resolve such grievance informally and when and where each informal conference or discussion took place.

(c) Upon receipt of such written statement of the grievance, the immediate supervisor shall respond in writing within five (5) work days.

### §12.3 Stage 2.

(a) If the grievant is not satisfied with such response, or if no response is received within such five (5) work day period, he must, within five (5) work days after receiving such response, or within ten (10) work days of filing his written statement, file with the Superintendent copies of such papers together with any other papers which the grievant wishes to be considered and a notice or appeal indicating whether or not a hearing is requested. If no hearing has been requested, the Superintendent shall make such investigation as he deems necessary and render a written decision within ten (10) work days of the filing of such appeal.

(b) If a hearing has been requested, the Superintendent or his designated representative shall schedule a hearing within ten (10) work days of the filing of such appeal and shall render a written decision within ten (10) work days thereafter. All sides shall be given an opportunity to be heard, present evidence, call witnesses, and question all witnesses whose testimony is part of the evidence of the case at such hearing.

### §12.4 Arbitration.

(a) If the Association is not satisfied with the decision at Stage 2 and wishes to submit the grievance to arbitration, it must file a written notice to that effect with the Superintendent within ten (10) work days after receiving the decision. If no decision has been received by the Association within such ten (10) work day period, then such notice shall be filed within ten (10) work days of the date of the last day in which such decision was due to be received. Such notice shall specify the issues that are proposed for submission to arbitration. The Association shall within twenty (20) work days thereafter submit such grievance to arbitration in accordance with the rules of the American Arbitration Association. A copy of the request shall be forwarded to the Superintendent.

(b) The arbitrator shall have only the power to interpret what the parties to the agreement intended by the specific provisions in the agreement that are at issue.

(c) The arbitrator's decision shall be in writing and will set forth his findings, reasoning and conclusions on the issues submitted. He shall be without authority to make any decision that requires any act or course of action that is contrary to law or in conflict with any rules, regulations or decisions having the force and effect of law.

(d) The decision of the arbitrator shall be final and binding on both parties, subject to such legal or equitable relief there from as may be obtained through judicial process.

(e) The cost of the services of the arbitrator will be shared equally by the parties to the agreement. Every attempt shall be made to obtain a qualified arbitrator whose point of travel to the District does not exceed one hundred and fifty (150) miles.

**§12.5 Consolidation of grievances.** If more than one grievance has been filed, the Superintendent may at any time after Stage 1 of the grievance procedure, consolidate said grievances into one. This may be done where questions of fact and law are common to each of the grievances. Minor variations of fact shall not preclude the consolidation of such grievances when such variations are irrelevant for purposes of the decision.

### ARTICLE 13 - WORKYEAR/WORKWEEK

**§13.1 Work year.** The work year for employees will be as follows.

(a) <sup>1</sup>Aides, bus drivers, bus attendants, couriers, pool supervisors and registered nurses will work those days when students are in attendance. Notwithstanding the foregoing, registered nurses will also work on the superintendent's conference day held on the day before student attendance in September and may also be asked to work during the summer to assist with physical examinations. For any additional days worked beyond those when students are in attendance, registered nurses will receive additional salary at their regular rate of pay. The scheduling of any summer work will be mutually arranged between the nurse and the director of finance and support services, or his designee.

(b) <sup>2</sup>Cafeteria employees at Edison will work one hundred seventy-four (174) days and those at Cohen will work one hundred eighty (180) days.

(c) <sup>3</sup>Cooks will work one hundred eighty-two (182) days.

(d) Clerical typists will work either ten (10), eleven (11) or twelve (12) months.

(e) The head bus driver will work eleven (11) months.

(f) All other employees will work fifty-two (52) weeks per year.

**§13.2 Workday.** Except as otherwise provided herein, the established work hours per day for the position specified shall be as follows.

(a) Aides will work five and one-half (5.5) hours per day except for those aides assigned to work in the library who will work six (6) hours per day.

---

<sup>1</sup> For purposes of calculating the longevity set forth in Article 23.4 these job categories will be considered to have worked forty (40) weeks per year.

<sup>2</sup> *Ibid.*

<sup>3</sup> *Ibid.*

(b) Bus drivers and bus attendants will have a workday consisting of a two (2) hour run in the morning and a two (2) hour run in the afternoon. Included in the four (4) hour workday the District will provide time for the gassing and cleaning of the buses.

(c) Cafeteria employees, prior to the start of each work year, each cafeteria employee shall be notified of the number of hours to be worked each day.

(d) Clerk typists will work thirty-nine (39) hours per week during the months from September through June, inclusive. During the months of July and August, clerk typists will work six (6) hours per day. The above specified workday does not include a duty-free lunch. Clerk typists may be asked to work forty (40) hours per week when necessary and when the workload requires the additional time.

(e) The pool supervisor will work as directed by the superintendent or his designee. If the district wishes to alter the daily schedule of the swimming pool supervisor without reducing the number of hours worked in the normal work week, it may do so providing, however, that the swimming pool supervisor agrees to the change.

(f) Registered nurses shall work seven and one-half (7.5) hours per day.

(g) The courier will work three (3) hours per day.

(h) All other employees shall work eight (8) hours per day.

(i) Employees who work from three (3) to five (5) consecutive hours a day will have one (1) fifteen minute break within the workday. Employees who work five and one-half (5.5) consecutive hours a day will have one (1) twenty minute break or two (2) ten minute breaks as determined by their work schedule. Employees who work six (6) or more consecutive hours per day will have two (2) fifteen minute breaks within the workday.

**§13.3 Part-time employees.** A part-time employee is an employee assigned to work less than full-time as defined in §13.2(a) - §13.2(h).

**§13.4 Bus drivers • attendant assignment.**

(a) Prior to the start of the school year the District will determine the regular runs for the morning and afternoon portions of the workday. Unless there is a significant change in the composition of a run, each driver will retain his prior year's assignment.

(b) If a regular run becomes vacant, drivers may bid for the vacant run. The assignment will be made on the basis of seniority from among those bidding for the run.

(c) If the time needed to complete either the regular morning or afternoon run exceeds two (2) hours, additional pay will be granted.

(d) <sup>4</sup>If the additional runs, other than those occurring during the morning and/or afternoon regular runs are needed on a regular basis the following shall apply:

(1) The run will be open for bid with the assignment being given on the basis of seniority from those who apply.

---

<sup>4</sup> Those transportation personnel who are presently assigned to drive during the school day will continue with those runs as long as the runs are in effect.

(e) Extra trips (field trips, sports trips, etc.) involving five (5) or more students will be assigned using the following method:

(1) For extra trips that are scheduled between 8:00 a.m. and 2:00 p.m. on a day when school is in session, such trips will be assigned from those permanent drivers who have volunteered to do day trips or the head bus driver may take the trips. For the purposes of this subdivision, "permanent drivers" are those drivers, including substitute drivers, who have completed their probationary period in accordance with the Rules for the classified Civil Service of Chemung County and City of Elmira.

(2) For trips at any other time, a seniority list will be created by asking for volunteers among the permanent drivers, or the head bus driver may take the trips. The person whose name is on the top of the list will be given the first opportunity to drive an extra trip. The person whose name is second on the list will be given the second opportunity to drive, etc.

(3) Once a driver has taken a trip, his name will be moved to the bottom of the list.

(4) A driver unwilling to accept the extra trip or who removes his name from an assigned trip will have his name moved to the bottom of the list.

(5) If no permanent drivers are available or if available permanent drivers refuse an extra trip, then the District will assign the trip to a probationary bus driver based upon seniority.

(f) A driver and/or attendant who takes an extra trip will receive a minimum of one (1) hour of pay.

(g) In the event that the District does not anticipate having sufficient working buses or bus drivers available for a regular run or an extra trip and no buses are available from the Horseheads Central School District, the District has the right to lease bus transportation services from a private company up to one (1) week before such run or trip.

(h) The picking up or dropping off of students by parents or guardians will not be considered a loss of unit work.

**§13.5 Snow or emergency day.** When school is closed because of snow or other emergency reasons, the only employees required to report to work will be the maintenance employees, custodial employees, bus mechanics and those cleaners who have a twelve (12) month work year. If County officials have declared a state of emergency which prohibits travel in Chemung County or in an employee's county of residence, an employee will not be charged any leave time, nor will he lose any pay if he is unable to report to work.

#### **§13.6 Drivers and attendants • trip canceled.**

(a) If a driver or attendant reports to the departure site and has a scheduled trip canceled, he will receive pay for two (2) hours.

(b) If the trip is canceled in advance of the departure time, the bus driver will receive the next trip available that is unassigned on the trip list.

**§13.7 Half-day runs.** All bus drivers must drive all runs that occur on half-days that are scheduled on a District-wide basis. If a driver is unable to drive his run on a scheduled half-day for personal reasons, he must use a personal day.

### **ARTICLE 14 - HOLIDAYS**

**§14.1 Holidays.** All employees shall receive the following paid holidays.



- (a) New Year's Day
- (b) Martin Luther King, Jr. Day
- (c) Lincoln or Washington's Birthday
- (d) Good Friday
- (e) Veteran's Day
- (f) Memorial Day
- (g) Columbus Day
- (h) Thanksgiving Day
- (i) Day following Thanksgiving Day
- (j) Christmas Day

**§14.2 Additional holidays for selected employees.** In addition to the paid holidays specified in §14.1, the following shall be considered to be paid holidays for those employees assigned to work more than ten (10) months when the holidays falls within their assigned work year. The asterisk (\*) signifies that cleaners assigned to work forty-four (44) weeks per year shall receive pay for those holidays whether or not they fall within their workweek. The custodial and cleaning staff shall receive one (1) additional paid holiday designated as "Custodian Day."

- (a) One-half day on the day preceding New Year's Day
- (b) July 4th\*
- (c) Labor Day\*
- (d) One-half day on the day preceding Christmas Day

**§14.3 Holidays occurring on a weekend.** When a holiday occurs on Saturday or Sunday, the holiday will be granted on the Friday or Monday that the holiday is observed by the District.

**§14.4 Loss of holiday pay for absence.** In order to be paid for any of the holidays specified herein, an employee must be in attendance for his entire assigned shift on the day immediately preceding and the day immediately following the paid holiday unless the employee's absence is for an approved personal or vacation day. An employee who is sick on one or both of these days may only receive pay for the holiday under the conditions set forth in §19.1(e).

## ARTICLE 15 - VACATIONS

**§15.1 Vacation • twelve (12) month employee.** Employees will be entitled to paid vacation days in accordance with the following. Employees whose work year is twelve (12) months:

- (a) Newly hired employees will receive one-half (.5) day of vacation for each month employed during their first year (July first - June thirtieth) of employment.
- (b) Employees will be granted ten (10) vacation days for the second through fifth year of employment.
- (c) Employees will be granted one (1) additional day of vacation each year commencing with their sixth year of employment up to a maximum entitlement of twenty (20) days per year.

**§15.2 Vacation • eleven (11) month employee.** Employees will be entitled to paid vacation days in accordance with the following. Employees whose work year is eleven (11) months:

- (a) Newly hired employees will receive one-half (.5) day of vacation for each month employed during their first year (July first - June thirtieth) of employment.
- (b) Employees will be granted nine (9) vacation days for the second through fifth year of employment.

(c) Employees will be granted one (1) additional day of vacation each year commencing with their sixth year of employment up to a maximum entitlement of eighteen (18) days per year.

**§15.3 Notification of use of days.** Except in an emergency situation, each employee intending to use a vacation day shall notify his immediate supervisor at least one (1) week in advance.

**§15.4 Scheduling of days.** Employees will make every effort to schedule vacation days for times other than as follows.

(a) The last week of student attendance in June and the week immediately following that week.

(b) The first week of student attendance in September and the week immediately preceding that week.

**§15.5 Anniversary date.**

(a) For the purpose of crediting vacation, employees hired between July first and December thirty-first shall be assigned an anniversary date of July first. Employees hired between January first and June thirtieth shall be assigned an anniversary date of January first.

(b) Vacation entitlement shall be credited on an employee's assigned anniversary date each year, but said entitlement may, for administrative record-keeping purposes, be administered on a July first through June thirtieth basis.

## ARTICLE 16 - INSURANCE

**§16.1 District provided coverage • district contribution.**

(a) The District will provide health insurance through the Schuyler-Chemung-Tioga Health Care Plan (hereinafter called the "Plan"). Employees may enroll under either the family plan coverage or the individual plan coverage.

(b) The District will pay ninety percent (90%) of the premium equivalent for either individual or family coverage as selected by the employee. The employee will pay the remaining ten percent (10%) of the premium equivalent. However, in no event will the employee's contribution toward the premium equivalent exceed:

(1) Five percent (5%) of his annualized salary during the 2003-2004 fiscal year.

(2) Five and one-half percent (5.5%) of his annualized salary during the 2004-2005 fiscal year.

(3) Six percent (6%) of his annualized salary during the 2004-2005 fiscal year.

(c) Effective April 1, 2002, the parties agree to implement the following options available from the Plan.

- (1) Preferred Provider Option (PPO);
- (2) Emergency room co-pay options;
- (3) Office visit co-pay option;

(4) Prescription drug co-pay option.

**§16.2 Plan Document and Administrative Manual.** The Plan Document and the Administrative Manual are hereby incorporated by reference. In the event the Plan Document and the Administrative Manual conflict with specific provisions of this contract, it is understood and agreed that the contract provisions shall prevail and control.

**§16.3 Appealing claims.** Any complaints under the Plan with respect to its interpretation or application must be processed through the "Claim Review Procedure" set forth in the Plan Document. If a complaint is not settled to an employee's satisfaction, then within thirty (30) days of the written answer from the Plan Administrator, the Association may submit the issue directly to binding arbitration. The Association and the District agree that the submission of a dispute to arbitration should be only before an arbitrator under the Rules of the American Arbitration Association. The Plan Administrator will furnish the Association with all pertinent data related to the dispute, subject to the provisions of §16.6 below. The arbitrator's decision shall be in writing and will set forth his findings, reasoning and conclusions on the issue or issues submitted. The arbitrator shall be without authority to make any decision that requires the commission of an act prohibited by law. The decision of the arbitrator shall be final and binding on both parties. The cost of the services of the arbitrator will be shared equally by the District and the Association.

**§16.4 Confidentiality.** All data obtained by the Plan Administrator with respect to insurance claims shall be considered confidential and shall be made available to persons involved or connected with the Plan strictly on a need-to-know basis and such data shall be utilized for no other purpose than is necessary for the administration of the Plan and the payment of claims. No data with respect to an employee's insurance claim shall be released to a third party without the expressed, written consent of the employee affected. No health data obtained by the Plan may be used to discipline or dismiss an employee.

**§16.5 Continuation of coverage.** An employee who leaves the employment of the District, other than an employee who retires, or an employee whose services are terminated, shall be offered the right of conversion for health insurance coverage, regardless of insurability, at full cost and expense of the employee. If an employee or the District is unable to obtain coverage, the employee may continue to participate in the Plan at his own expense, in which case the District may require proof of rejection of insurance. If a former employee is offered health insurance, including coverage for pre-existing conditions, but chooses not to purchase same, the Plan shall not be obligated to provide coverage. The Plan will accept responsibility for the coverage of a pre-existing condition until the conversion plan coverage for said condition shall apply. All conversion rights that are extended to employees will also be extended to dependents.

**§16.6 Timely payment of claims.** Employees who submit claims in accordance with the procedures established by the Plan shall have said claims paid, to the extent of coverage provided, in a timely manner so that the employee shall suffer no financial loss as a result of the slow payment of a claim. An employee shall be considered to have suffered no financial loss if a claim is paid within thirty (30) days of receipt of the necessary data by the Claims Administrator.

**§16.7 Effective date of coverage.** For new employees, coverage under the Plan shall be automatic and will become effective on the first day of the month following the month in which he applies, unless the employee declines coverage in writing. A waiver of coverage shall be filed in the employee's personnel folder. An employee may reconsider and join the Plan at a later date by notifying the employer, in writing, of his desire for coverage. In the circumstance of a waiver, coverage under the Plan will become effective on the first day of the month following the month in which the employee applies.

**§16.8 Coverage after termination.** No health insurance will be provided beyond the employee's date of termination except as provided in §16.5 above or as required by Law.

**§16.9 Employees on leave.** An employee who is on unpaid leave because of unauthorized absence from duty, exhausting sick leave, educational, adoption or paternal leave, or extended leave, shall not receive any health insurance benefits unless the employee makes arrangements with the business office for full payment of his premium unless otherwise entitled to such benefits under the federal Family and Medical Leave Act.

**§16.10 Coordination of benefits.** Since it is not intended that any employee or dependent receive greater benefits than the actual medical or hospital expenses incurred, the amount of benefits payable under the plan will take into account any coverage the employee or his family members have under other "plans", that is, the benefits under this plan will be coordinated with the benefits of other "plans".

**§16.11 Eligibility.** It is understood that those employees who work twenty (20) hours or more per week for a minimum of a forty (40) week school calendar shall be covered by the health insurance plan.

**§16.12 Survivor's coverage.** It is understood that the unremarried spouse and dependent children of an employee or retired employee who is deceased are entitled (subject to the limitations and conditions of the plan) to continue coverage provided that the survivor(s) pay the full cost of the coverage.

**§16.13 Retiree's coverage.**

(a) The District shall provide health insurance coverage during retirement years (either individual or family coverage as selected by the retired employee) for any employee who retires from the employment of the District if the employee has had at least five (5) years of service, not necessarily continuous, with the District (ten [10] years for employees hired on or after July 1, 1987), if the employee is eligible for a pension from the New York State and Local Employees' Retirement System (NYSLERS), or if not a member of NYSLERS, would otherwise be eligible to receive a pension; and if the employee was entitled to health insurance coverage paid for by the District during the employee's years of employment. Such retired employees will be entitled to the health insurance plan health they had at the time of their retirement from the District. Effective July 1, 2005, retired employees will pay the same monthly flat dollar contribution they paid in their final year of employment with the District while covered under the District's health insurance plan.

(b) If the employee does not meet these requirements, it shall be considered that the employee has resigned rather than retired. In the case of resignation, the employee shall have conversion privileges only under §16.5 of this Agreement.

(c) Employees who have qualified for Social Security disability payments or who have qualified for disability retirement under the New York State Teachers' Retirement System or the New York State Employees' Retirement System and who have at least ten (10) years of service with the District, will be considered to be retired for health insurance purposes, regardless of age, in full satisfaction of §16.14 (a) above.

(d) Any retired employee who receives Medicare health insurance benefits as well as coverage under this section shall receive coverage that coordinates benefits with the Medicare insurance.

**§16.14 Payment in lieu of coverage.**

(a) An employee eligible for health care coverage who elects not to participate in the Plan shall receive an annual payment of seven hundred fifty dollars (\$750.00) in lieu of individual coverage or two thousand five hundred dollars (\$2,500.00) in lieu of family coverage, provided that the employee completes a waiver of health care coverage form and supplies the District with proof of health care

coverage in a plan other than the Plan. Payments made pursuant to the provisions of this paragraph shall be subject to all mandatory local, state and federal taxes.

(b) The payment shall be made at the end of the work year in the form of a voucher, with said payment to be in lieu of insurance.

(c) An employee who terminates his service before the end of the work year shall have his annual payment prorated.

(d) An employee who re-enters the Plan once he has elected to receive the annual payment shall have his payment prorated.

## **ARTICLE 17 - BEREAVEMENT LEAVE**

### **§17.1 Requirements.**

(a) All employees shall receive three (3) workdays' leave with pay, exclusive of weekends and holidays in the event of the death of any of the following members of the immediate family: spouse; parent or guardian; natural, step or adopted child; sibling; mother-in-law or father-in-law.

(b) All employees shall receive two (2) workdays' leave with pay, exclusive of weekends and holidays for the death of other family members as follows: sister-in-law, brother-in-law, niece, nephew, aunt, uncle, grandparent, grandchild, or any other relative who resided in the employee's household.

(c) The above leave days may not be accumulated from year to year. At the discretion of the Superintendent, additional time may be granted in extenuating circumstances.

(d) Any of the above leave days not taken consecutively will require prior notification whenever possible.

## **ARTICLE 18 - PERSONAL LEAVE**

### **§18.1 Requirements.**

(a) Employees other than new hires will receive two (2) personal days per year, non-accumulative, with supervisor's approval. New hires will receive two (2) personal days in their first year if they are hired prior to January 1st or February 1st for ten (10) or twelve (12) month employees, respectively. Employees hired after these dates will receive one (1) personal day in their first year.

(b) Personal leave may be taken on the day before or the day after a holiday, or personal leave may be used to extend a vacation, only if the employee has received prior written approval from the Superintendent. An employee wishing to use personal leave the day before or the day after a holiday, or the employee who wishes to use personal leave to extend a holiday or vacation, shall submit his request in writing to the Superintendent giving reasons for the use of the leave.

(c) No personal leave may be taken unless twenty-four (24) hours advance notice is given to the immediate supervisor. In emergency cases, notification regarding the reason for personal leave must be submitted to the immediate supervisor after such leave has been taken. Failure to submit written reason will result in loss of pay.

(d) Personal leave may not be used to gain financial compensation unrelated to District employment.

(e) Personal leave not used in the contractual year shall be added to sick leave accruals up to the maximum allowed.

## ARTICLE 19 - SICK LEAVE

### §19.1 Requirements.

(a) Employees other than new hires assigned to work ten (10), eleven (11) or twelve (12) months will receive ten (10), eleven (11) or twelve (12) sick leave days per year, respectively. New hires will be granted one day for each full month between their hire date and July 1, next.

(b) Unused sick leave will accumulate to a maximum of one hundred fifty (150) days.

(c) Employees who terminate their employment with the District prior to the end of the school year, shall have their sick leave pro-rated to the time worked and any days owed to the District shall be deducted from the final paycheck.

(d) Employees using sick leave on the day immediately preceding or the day immediately following a paid holiday will forfeit the pay for that holiday unless they provide the District with a physician's statement verifying illness for the day of absence.

### §19.2 Accrued sick leave.

(a) Any employee who has reached the maximum sick leave accumulation allowed shall not receive any notice of additional days until the employee has used sufficient sick leave to reduce his accumulation below the maximum accumulation amount. The maximum may not be exceeded, but as soon as an employee's sick leave accumulation falls below the maximum accumulation amount, he may continue to accumulate as before.

(b) Employees are not entitled to pay for accumulated sick leave upon retirement, or when leaving the employment of the District for any reason.

(c) The Superintendent may request from any employee who is absent in excess of three (3) consecutive school days a doctor's certificate setting forth the identity of the patient, the nature of the illness involved, and the need for the absence of the employee in order for the employee to be eligible for sick leave with pay for such absence. The filing of any willfully false statement by an employee shall be considered by the Board as grounds for disciplinary action in such form and manner as the Board may deem advisable.

(d) Sick leave is to be granted only for personal illness or disability for which an employee does not receive Workers' Compensation or District-provided disability insurance benefits. Sick leave may be used during the required waiting periods for Workers' Compensation or District-provided disability insurance benefits. At the discretion of the Superintendent, an employee may be given time off without loss, but chargeable to sick leave, for serious illness in the immediate family, e.g., husband, wife, son, daughter, and parents.

(e) If an employee becomes disabled either by sickness or accident and if medical prognosis indicates that the employee will be permanently disabled during this period of accrued sick leave, the District shall have the right to request in writing that the employee submit to a medical examination and make available all medical records to a physician of its own choosing. If the employee is determined by the District's approved physician to be permanently disabled, the employee shall within five (5) calendar days of such determination, commence to process the necessary action to exercise and obtain his rights to disability retirement. The employee shall have sixty (60) calendar days from the date of such determination to process to completion his eligibility for retirement. Upon acceptance of the employee for retirement, the District shall be notified in writing of said acceptance. The employee shall

upon the receipt of the first retirement or disability payment, notify the District of said payment and upon notice to the District shall be terminated as an employee and taken off the payroll and not allowed to use any more accumulated sick days.

(f) Failure to comply with any of the above provisions will result in the immediate termination of the employee, and discontinuance of all benefits.

## **ARTICLE 20 - SICK LEAVE BANK**

**§20.1 Bank established.** A sick leave bank is hereby established subject to the following:

(a) Effective July 1, 1996 each employee will have two (2) of his accumulated sick leave days transferred to the bank. If the employee does not have sufficient accumulated sick leave, the two (2) days will be taken from the employee's 1996-97 annual allotment. In addition, the district will fund the sick leave bank with an additional one hundred (100) days on July 1, 1996.

(b) A sick leave bank committee will be established to review and act upon requests for days from the bank. The committee shall notify employees of the composition of the committee by October 1 of each year.

**§20.2 Committee rules and procedures.**

(a) A sick leave bank committee of five (5) people will be established to review and act upon requests for days from the bank. The committee will consist of the Superintendent and his designee and three (3) members to be appointed by the Association. The quorum for this committee will be four (4) members. The committee will act in the absence of one (1) member.

(b) No employee will be entitled to apply for days from the bank unless he has exhausted his sick leave and vacation entitlement. Days granted from the bank will be granted retroactively after a five (5) consecutive workday waiting period, provided, however, that the committee may waive the waiting period at its discretion. In addition, the following guidelines will apply:

(1) Requests for the use of days may be submitted to any member of the committee.

(2) An employee may apply for a maximum of thirty (30) days at any one time.

(3) If an employee knows that he will need sick leave days for an illness, he may apply in advance for the days. In all other cases, the application will be made following the absence with a retroactive application if the days are granted.

(4) The committee reserves the right to request acceptable medical evidence from any employee applying for days from the bank.

(5) The committee will determine when additional days are to be taken from employees' sick leave to replenish the bank as well as the equitable method of sick days to be charged to each employee.

(c) Each newly hired employee will have one (1) of his annual sick leave day allotment credited to the sick leave bank upon hire.

(d) The bank will be maintained at a minimum level of seventy-five (75) days at all times.

(e) Whenever days are taken from employees' sick leave to replenish the bank, a notice will be sent to each employee.

(f) Sick bank leave may not be used to gain financial compensation unrelated to District employment.

## **ARTICLE 21 - JURY DUTY/COURT APPEARANCE**

**§21.1 Requirements.** Employees who are required to make court appearances or who are serving on jury duty shall be given leave with pay. Such employee shall reimburse the District any jury duty pay, less meal and travel allowance, as soon as received by the employee. The use of this leave will be limited to twice per year for non-district related family court appearances.

## **ARTICLE 22 - UNPAID LEAVE**

**§22.1 Extended leave.** An employee wishing to take an unpaid leave of absence for an extended period (i.e., two [2] weeks or more) will submit his request for such leave to the Superintendent. If the Superintendent recommends the leave and the Board approves the request, the leave will be granted.

### **§22.2 Short-term leave.**

(a) Except in an emergency situation, requests for unpaid leave for periods up to two (2) weeks must be submitted to the Superintendent no later than two (2) weeks prior to the date(s) requested.

(b) Except in an emergency situation, no employee will be granted more than two (2) requests per fiscal year for short-term unpaid leaves.

(c) The granting of short-term unpaid leave requests will be at the sole discretion of the Superintendent.

## **ARTICLE 23 - PARENTAL LEAVE**

**§23.1 Duration • accrual of benefits.** An employee will be entitled, upon request, to a parental leave at the discretion of the Board of Education. The unpaid leave will be for a period of up to one (1) year for an employee who has recently adopted or given birth to a child. During the unpaid leave the employee will retain all benefits, but will not accrue any additional service time. Employees' Family and medical Leave will be charged as required by federal or state law.

### **§23.2 Extension of leave.**

(a) Prior to the expiration of the leave, the employee may apply and may receive up to one (1) additional year of unpaid leave, if, in the judgment of the Superintendent, an extension of such leave is in the best interest of the District.

(b) An employee may apply for an extended, unpaid leave of absence beyond the above at the discretion of the Board of Education.

## **ARTICLE 24 - RETIREMENT**

**§24.1 Retirement plan.** The Retirement Plan provided by the District shall be Option 75-i and 41-j.

**§24.2 Alternative available.** The District shall provide an alternative to the NYSERS for those new employees whose membership in the system is optional. Participation in this plan shall be at the employee's option. An employee selecting this option may not elect to participate in the NYSERS concurrently with participation in this plan. The provisions of the alternative shall be as follows.



(a) Employees choosing this option shall establish a tax sheltered account with an IRS qualified provider.

(b) The employee shall contribute an amount in lieu of either NYSERS or FICA contributions.

(c) The District shall match the employee's contribution, not to exceed ten (10) percent of the gross annual salary. In no event shall the District's contribution be more than the District would pay if the employee were part of the NYSERS.

(d) Gross salary shall be increased by the District's contribution. Deductions for the tax sheltered account shall be made by the District and deposited directly in the employee's tax sheltered account.

(e) Employees shall be advised to discuss this option with a representative of the NYSERS before electing to participate.

## ARTICLE 25 - VACANCIES

### §25.1 Posting vacancies.

(a) When any job opening occurs in any given work classification, said opening will be posted in areas frequented by employees.

(b) Each posting will include the title of the position(s) to be filled, the job location and a brief description of the duties to be performed.

(c) A copy of each posting will be provided to the association president.

§25.2 Consideration for position. Current bargaining unit applicants will be given consideration along with any outside applicants.

## ARTICLE 26 - SALARY AND ADDITIONAL COMPENSATION

### §26.1 Salary. Salaries will be determined as follows.

(a) The salary schedules for 2003-2004, 2004-2005 and 2005-2006 school years are found in Appendix A. The parties have agreed to increase the total amount of base salary payroll for employees whose salaries are determined by the salary schedule by four percent (4%) in 2003-2004 (\$20,016), four and one-quarter percent (4.25%) in 2004-2005 (\$21,267), and four and one-half percent (4.5%) in 2005-2006 (\$22,518). The salary schedules will be increased accordingly.

(b) Employees whose credited service corresponds to that specified in the salary schedule(s) will be placed on step on the appropriate schedule (Appendix A) in accordance with their years of credited service. Each employee will advance one (1) step each year until he reaches the top step of his respective schedule.

(c) If the employee's assigned credited service is such that it exceeds the years of service (step) specified in the salary schedule for his position, the employee hourly rate will be determined as follows.

(1) For 2003-2004 his hourly rate, excluding longevity, will be increased by four and one-half percent (4.5%).

(2) For 2004-2005 his hourly rate, excluding longevity, will be increased by four and one-half percent (4.5%).

(3) For 2005-2006 his hourly rate, excluding longevity, will be increased by four and one-half percent (4.5%).

**§26.2 Salary placement for newly hired employee.**

(a) A twelve-month employee who commences work between July 1 and December 31 shall advance one (1) step on the appropriate salary schedule on July 1 of the next succeeding fiscal year in which he was hired.

(b) A twelve-month employee who commences work between January 1 and June 30 shall advance one (1) step on the appropriate salary schedule on July 1 of the second fiscal year next succeeding the fiscal year in which he was hired.

(c) An eleven-month employee who works at least twenty-four (24) of the forty-eight (48) workweeks in the fiscal year in which he was hired shall advance one (1) step in the appropriate salary schedule on July 1 of the next succeeding fiscal year in which he was hired.

(d) An eleven-month employee who works fewer than twenty-four (24) of the forty-eight (48) workweeks in the fiscal year in which he was hired shall advance one (1) step on the appropriate salary schedule on July 1 of the second fiscal year next succeeding the fiscal year in which he was hired.

(e) A ten-month employee who starts work between July 1 and January 31 shall advance one (1) step on the appropriate salary schedule on July 1 of the fiscal year next succeeding the fiscal year in which he was hired.

(f) A ten-month employee who starts work between February 1 and June 30 shall advance one (1) step on the appropriate salary schedule on July 1 of the second fiscal year next succeeding the fiscal year in which he was hired.

**§26.3 Longevity.** In addition to the compensation provided for above, all employees who have completed ten (10) years or more of continuous service, will receive a longevity stipend. An additional longevity stipend will be paid upon completion of fifteen (15) years or more of continuous service. The actual longevity stipend paid to an employee will be determined by the formula in §26.4 below and the following longevity base:

(a) After ten (10) years: Six hundred ten dollars (\$610). Effective July 1, 2005, the stipend will be increased to six hundred twenty-five dollars (\$625).

(b) After fifteen (15) years: Six hundred ten dollars (\$610). Effective July 1, 2005, the stipend will be increased to six hundred twenty-five dollars (\$625).

**§26.4 Longevity • formula.** The following formulas will be used to determine the amount of longevity to which the employee is entitled.

(a) Ten (10) month employee.

$$\frac{\text{number of weeks worked}}{40} \times \frac{\text{number hours/day}}{8} \times \text{longevity base}$$

(b) Eleven (11) month employee.

$$\frac{\text{number of weeks worked}}{44} \times \frac{\text{number hours/day}}{8} \times \text{longevity base} \times 1.1$$

(c) Eleven and one-half (11.5) month employee.

$$\frac{\text{number of weeks worked}}{48} \times \frac{\text{number hours/day}}{8} \times \text{longevity base} \times 1.15$$

(d) Twelve (12) month employee.

$$\frac{\text{number of weeks worked}}{52} \times \frac{\text{number hours/day}}{8} \times \text{longevity base} \times 1.2$$

**§26.5 Longevity payments.** Longevity payments, as specified above, shall be implemented with each employee's commencement of his eleventh (11th) year and sixteenth (16th) year of service, effective on his anniversary date.

**§26.6 Pay period options.** Both ten (10) and eleven (11) month employees shall have the option of choosing either a twenty-one (21) or twenty-six (26) pay period schedule. Twelve (12) month employees will receive twenty-seven (27) pays.

**§26.7 Overtime.** Overtime must be authorized in advance by the employee's immediate supervisor. Payment for overtime will conform to the requirements of the Fair Labor Standards Act.

**§26.8 Out-of-title work.** If an employee is assigned to perform out-of-title work for two (2) consecutive days or more, he shall be paid at the contractual rate for the assignment unless his hourly rate is higher.

**§26.9 Field trips.** An employee who is working on an extra trip shall be reimbursed for his meal expenses, upon submission of proof, such expenses subject to the following guidelines.

(a) The meal is eaten over a normal mealtime that will be defined as follows: Lunch from 11:00 a.m. to 1:00 p.m. and dinner from 5:00 p.m. to 7:00 p.m.

(b) Expenses shall not exceed seven dollars (\$7.00) for lunch and eleven dollars (\$11.00) for a dinner.

**§26.10 Working with asbestos.** Those employees who have been certified to work with asbestos materials shall have their hourly rate increased by one (1) dollar per hour during those times when they are working with such hazardous materials.

**§26.11 Emergency situations.**

(a) In the event of an emergency or a "break in" in a school, any employee called to investigate the situation shall be accompanied by either a police officer or another employee. The employee will refuse to enter the school unless this protection is provided.

(b) A minimum of two (2) hours pay shall be paid to any employee who is called to investigate an emergency.

(c) A substitute supervisor shall be designated to be responsible for emergencies in the absence of the building supervisor.

**§26.12 Head bus driver.** The salary for the position of head bus driver will be determined by placement on the appropriate step of the bus driver salary schedule plus an additional thirty cents (\$.30) per hour.

**§26.13 Flexible benefit plan.** Effective January 1, 1994, or as soon thereafter as possible, the District shall establish a qualified IRC Section 125 Flexible Benefit Plan subject to the following:

- (a) Participation in the Plan shall be voluntary.
- (b) Each participant may elect an annual salary deferral for an amount selected by the employee.
- (c) The Plan Administrator and the qualified used for the Plan will be jointly agreed to by the parties and shall be specified herein.
- (d) All costs for the administration of the Plan will be borne by the District.
- (e) The parties agree that at the end of each Plan year any remaining balance in the Plan will revert to the District.
- (f) Effective April 1, 2002, the District will make an annual contribution of fifty dollars (\$50) to the account of all employees receiving health care coverage. The payment will be specified for use by the employee for unreimbursed medical expenses. Effective September 1, 2002, the fifty-dollar (\$50) annual payment will be increased to one hundred fifty dollars (\$150).

**§26.14 Extra trips.** Bus drivers who are assigned extra trips shall remain at or near the location and be paid accordingly.

## **ARTICLE 27 - CONTINUOUS EMPLOYMENT**

**§27.1 Employment continued summer and holidays.** All bus drivers and other employees performing regular annual services, but less than twelve (12) months' continuous service yearly, shall be deemed to have continuous employment despite the lack of usual service during a customary school vacation or holiday recess and this contract does hereby continue, during the period hereof and for three (3) months after its expiration, such employment immediately following such vacation periods or holiday recess. The parties hereto agree that this Agreement constitutes compliance with Section 590 of the Labor Law as amended by the Laws of 1977.

## **ARTICLE 28 - SUMMER EMPLOYMENT**

**§28.1 Bargaining unit work.** Transportation of students involved in the twelve-month educational program established by Education Law and subject to the Commissioner's Regulations §200 shall be considered to be bargaining unit work. In connection with the transportation of these students, the following shall apply.

### **§28.2 Notification of opening.**

(a) As soon as possible after it has determined that such positions shall be offered during a summer, the District shall have all positions posted to enable employees to apply. Posting of the positions shall be done in such a manner so as to ensure that all employees qualified to fill the positions will be able to apply in a timely manner.

(b) The posting shall include the specific requirements for the positions, to include necessary licenses.

(c) In order to be considered to be qualified for such positions, an employee must apply for a position that is the same as his regular ten-month assignment and have the necessary licenses or qualifications to comply with any State regulations. The District, at its option, may require that applicants have prior experience working with handicapped students.

(d) Appointments will be made based on seniority from a list of those who have applied and who are available for the entire summer term.

(e) If fewer qualified employees, see §28.2(c), apply for positions than those available, the District may fill remaining positions from outside the bargaining unit. In this event, the Association shall be notified.

### **§28.3 Terms and conditions of employment.**

(a) Except as otherwise provided herein, all terms and conditions of the existing agreement shall apply to those employees employed in this program.

(b) For purposes of entitlement to sick leave, employees working in this program shall be entitled to one (1) additional day.

(c) Each employee working in the program shall receive an hourly wage.

(d) Each non-unit employee hired in accordance with §28.2(e) shall be paid in accordance with the salary schedules in effect.

## **ARTICLE 29 - TEACHER AIDE TRAINING**

**§29.1 Training.** On or before the first day of student attendance each school year, all teacher aides will be required to attend up to five (5) hours of training in working with physically handicapped students; e.g., wheel chair-bound, mobility impaired or physically challenged. Aides who attend this training will receive their hourly rate of pay.

**§29.2 Additional training.** An aide who is assigned to work with a student who has been identified as being handicapped may request additional training.

## **ARTICLE 30 - MISCELLANEOUS**

**§30.1 Zipper clause.** The parties agree that all negotiable items have been discussed during negotiations leading to this Agreement and, therefore, agree that negotiations will not be reopened on any item, whether contained herein or not, during the life of this Agreement.

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

**§30.3 Section 204-a of the Public Employees' Fair Employment Act.** 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 THEREFOR, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

**§30.4 Notice of resignation.** To resign in good standing, an employee must give the District at least ten (10) working days prior written notice. An employee who fails to comply with the required advance notification may be denied re-employment with the District.

**§30.5 Site based decision making • school improvement.** The District recognizes Association unit members are important stakeholders in any school improvement planning. The District agrees that Association unit members will be included on any school improvement or shared-decision making teams.

### **ARTICLE 31 - SUPERVISION OF CLERICAL PERSONNEL**

**§31.1 Supervisor.** Clerical employees shall be responsible to and under the jurisdiction of the building principal in which the employee works.

### **ARTICLE 32 - RETIREMENT INCENTIVE**

**§32.1 Amount.** Any employee who retires and who meets the eligibility requirements set forth herein will be paid a lump sum retirement incentive payment equal to the difference between the employee's hourly rate and the hourly rate for the entry salary for the employee's job classification multiplied by the number of hours in the employee's work year.

**§32.2 Eligibility.** In order to be eligible for this benefit the employee must:

- (a) have worked for the District for at least ten (10) years.
- (b) be eligible to collect a benefit from the New York State Employees' Retirement System or the Social Security Administration.
- (c) retire on or before June 30, 1998.

**§32.3 Letter of resignation.** Employees who elect to use this benefit will provide the District with a letter of resignation for purposes of retirement at least thirty (30) days prior to the effective date.

**§32.4 Payment.** The lump sum incentive payment will be made to the employee within thirty (30) days of the effective date of retirement. At the employee's option, this payment may be deferred until the January second following his retirement date.

**§32.5 Sunset clause.** Notwithstanding any provisions contained herein to the contrary, this article will terminate on June 30, 1998.

### **ARTICLE 33 - TEMPORARY EMPLOYEES**

**§33.1 Temporary employee defined.** A temporary employee for purposes of this Agreement will mean an employee who is appointed to replace an employee in an encumbered position. Per diem substitutes are not to be included in this definition.

**§33.2 Procedure for appointment.**

- (a) When an employee is granted an unpaid leave, the District will act to appoint a temporary employee to fill the encumbered position.
- (b) If an employee is absent on either sick leave and/or compensation or disability, the District will, after thirty (30) consecutive workdays of absence, appoint a temporary employee to fill the encumbered position.

§33.3 **Included in bargaining unit.** Temporary employees, as described above, will be considered to be members of the bargaining unit and as such will be covered by all of the terms and conditions set forth herein.

**ARTICLE 34 - DURATION**

§34.1 **Duration.** The duration of this Agreement shall be for a period to commence July 1, 2003 and to end June 30, 2006.

In witness thereof, the parties hereby have hereunto set their hands and seals the day and year first above written.

Debra Palmer  
WITNESS

Mary Beth Fiore  
SUPERINTENDENT OF SCHOOLS

August 17, 2004  
DATE

Debra Palmer  
WITNESS

Randy M. Hawk  
ASSOCIATION PRESIDENT

Aug 17, 2004  
DATE

**APPENDIX A – SALARY SCHEDULES**

<b>BUS DRIVER</b>			
<b>Step</b>	<b>2003-04</b>	<b>2004-05</b>	<b>2005-06</b>
1	\$10.00	\$10.24	\$10.48
2	\$10.22	\$10.46	\$10.72
3	\$10.44	\$10.69	\$10.95
4	\$10.67	\$10.93	\$11.19
5	\$10.91	\$11.17	\$11.44
6	\$11.15	\$11.41	\$11.69
7	\$11.39	\$11.66	\$11.95
8	\$11.65	\$11.92	\$12.21
9	\$11.90	\$12.18	\$12.48

<b>BUS MECHANIC</b>			
<b>Step</b>	<b>2003-04</b>	<b>2004-05</b>	<b>2005-06</b>
1	\$16.09	\$16.52	\$16.95
2	\$16.36	\$16.83	\$17.30
3	\$16.59	\$17.12	\$17.62
4	\$16.96	\$17.36	\$17.92
5	\$17.34	\$17.74	\$18.17
6	\$17.69	\$18.13	\$18.57
7	\$18.07	\$18.51	\$18.99

<b>CAFETERIA</b>			
<b>Step</b>	<b>2003-04</b>	<b>2004-05</b>	<b>2005-06</b>
1	\$8.80	\$8.99	\$9.18
2	\$8.99	\$9.20	\$9.39
3	\$9.19	\$9.40	\$9.61
4	\$9.39	\$9.61	\$9.82
5	\$9.60	\$9.83	\$10.07
6	\$9.81	\$10.04	\$10.29
7	\$10.03	\$10.26	\$10.51
8	\$10.27	\$10.49	\$10.75
9	\$10.73	\$10.74	\$10.98
10	\$11.18	\$11.22	\$11.25

<b>CLEANER</b>			
<b>Step</b>	<b>2003-04</b>	<b>2004-05</b>	<b>2005-06</b>
1	\$8.94	\$9.18	\$9.42
2	\$9.14	\$9.34	\$9.59
3	\$9.31	\$9.56	\$9.76
4	\$9.54	\$9.75	\$9.99
5	\$9.95	\$9.99	\$10.19
6	\$10.35	\$10.42	\$10.44
7	\$10.72	\$10.84	\$10.92
8	\$11.07	\$11.23	\$11.36
9	\$11.39	\$11.59	\$11.76



<b>CLERK</b>			
<b>Step</b>	<b>2003-04</b>	<b>2004-05</b>	<b>2005-06</b>
1	\$8.70	\$8.93	\$9.16
2	\$8.85	\$9.09	\$9.33
3	\$9.02	\$9.25	\$9.50
4	\$9.19	\$9.42	\$9.67
5	\$9.34	\$9.60	\$9.85
6	\$9.51	\$9.76	\$10.03
7	\$9.68	\$9.94	\$10.20

<b>CLERK TYPIST</b>			
<b>Step</b>	<b>2003-04</b>	<b>2004-05</b>	<b>2005-06</b>
1	\$10.00	\$10.26	\$10.52
2	\$10.22	\$10.46	\$10.74
3	\$10.44	\$10.69	\$10.95
4	\$10.67	\$10.93	\$11.19
5	\$10.91	\$11.17	\$11.44
6	\$11.15	\$11.41	\$11.69
7	\$11.39	\$11.66	\$11.95
8	\$11.65	\$11.92	\$12.21

<b>COOK</b>			
<b>Step</b>	<b>2003-04</b>	<b>2004-05</b>	<b>2005-06</b>
1	\$11.28	\$11.58	\$11.88
2	\$11.47	\$11.80	\$12.12
3	\$11.70	\$12.00	\$12.35
4	\$11.93	\$12.24	\$12.57
5	\$12.25	\$12.48	\$12.82
6	\$12.55	\$12.81	\$13.07
7	\$12.85	\$13.13	\$13.41

<b>COURIER</b>			
<b>Step</b>	<b>2003-04</b>	<b>2004-05</b>	<b>2005-06</b>
1	\$7.42	\$7.62	\$7.82
2	\$7.54	\$7.76	\$7.98
3	\$7.68	\$7.89	\$8.13
4	\$7.83	\$8.03	\$8.26
5	\$7.96	\$8.19	\$8.41
6	\$8.10	\$8.33	\$8.57
7	\$8.25	\$8.47	\$8.72

<b>CUSTODIAN</b>			
<b>Step</b>	<b>2003-04</b>	<b>2004-05</b>	<b>2005-06</b>
1	\$15.49	\$15.90	\$16.31
2	\$15.76	\$16.20	\$16.65
3	\$16.11	\$16.48	\$16.96
4	\$16.47	\$16.86	\$17.26
5	\$16.81	\$17.23	\$17.65
6	\$17.17	\$17.59	\$18.04
7	\$17.52	\$17.96	\$18.41
8	\$17.84	\$18.33	\$18.80

<b>HEAD CUSTODIAN</b>			
<b>Step</b>	<b>2003-04</b>	<b>2004-05</b>	<b>2005-06</b>
1	\$19.66	\$20.11	\$20.56
2	\$20.10	\$20.55	\$21.01
3	\$20.55	\$21.00	\$21.47
4	\$21.01	\$21.47	\$21.95
5	\$21.48	\$21.96	\$22.44
6	\$21.97	\$22.45	\$22.94

<b>LPN</b>			
<b>Step</b>	<b>2003-04</b>	<b>2004-05</b>	<b>2005-06</b>
1	\$9.32	\$9.56	\$9.80
2	\$9.53	\$9.75	\$9.99
3	\$9.73	\$9.96	\$10.19
4	\$9.95	\$10.18	\$10.41
5	\$10.17	\$10.41	\$10.64

<b>MAINTENANCE</b>			
<b>Step</b>	<b>2003-04</b>	<b>2004-05</b>	<b>2005-06</b>
1	\$13.84	\$14.21	\$14.58
2	\$14.08	\$14.46	\$14.85
3	\$14.37	\$14.71	\$15.11
4	\$14.67	\$15.02	\$15.37
5	\$14.97	\$15.33	\$15.69
6	\$15.28	\$15.65	\$16.02
7	\$15.58	\$15.97	\$16.35

<b>POOL SUPERVISOR</b>			
<b>Step</b>	<b>2003-04</b>	<b>2004-05</b>	<b>2005-06</b>
1	\$7.84	\$8.05	\$8.26
2	\$7.97	\$8.19	\$8.41
3	\$8.16	\$8.33	\$8.56
4	\$8.35	\$8.53	\$8.71
5	\$8.54	\$8.73	\$8.91
6	\$8.73	\$8.92	\$9.12
7	\$8.91	\$9.12	\$9.32

<b>RN</b>			
<b>Step</b>	<b>2003-04</b>	<b>2004-05</b>	<b>2005-06</b>
1	\$14.75	\$15.14	\$15.53
2	\$15.01	\$15.41	\$15.82
3	\$15.25	\$15.68	\$16.11
4	\$15.53	\$15.93	\$16.39
5	\$15.92	\$16.23	\$16.65
6	\$16.30	\$16.63	\$16.96
7	\$16.69	\$17.04	\$17.38

<b>TEACHER AIDE</b>						
<b>Step</b>	<b>2003-04</b>		<b>2004-05</b>		<b>2005-06</b>	
	<b>Service</b>	<b>Hourly</b>	<b>Service</b>	<b>Hourly</b>	<b>Service</b>	<b>Hourly</b>
<b>1</b>	1	\$7.75	1	\$7.94	1	\$8.13
<b>2</b>	2	\$7.92	2	\$8.14	2	\$8.34
<b>3</b>	3	\$8.10	3	\$8.32	3	\$8.54
<b>4</b>	4	\$8.34	4	\$8.50	4	\$8.73
<b>5</b>	5	\$8.59	5	\$8.76	5	\$8.93
<b>6</b>	6	\$9.01	6	\$9.02	6	\$9.19
<b>7</b>	7	\$9.42	7	\$9.47	7	\$9.47
<b>8</b>	8	\$9.91	8	\$9.91	8	\$9.94
<b>9</b>	9	\$10.69	9	\$10.69	9	\$10.69
<b>10</b>	10,11	\$11.33	10	\$11.33	10	\$11.33
<b>11</b>	12	\$11.76	11,12	\$11.90	11	\$11.90