
Employer Name: Niagara-Wheatfield Central School District

Union: Niagara-Wheatfield School Related (Non-Instructional) Personnel Association

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COLLECTIVE BARGAINING AGREEMENT

between

THE NIAGARA-WHEATFIELD CENTRAL SCHOOL DISTRICT

and

THE NIAGARA-WHEATFIELD SCHOOL RELATED PERSONNEL ASSOCIATION

July 1, 2002 - June 30, 2006
(Four Year Term)

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NYS PUBLIC EMPLOYMENT RELATIONS BOARD
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PREAMBLE

This Agreement is made and entered into this 7th day of May, 2003, by and between the Superintendent of Schools of the Niagara-Wheatfield Central School District and the Niagara-Wheatfield Non-Instructional Personnel Association.

ARTICLE 1: UNDERLYING CONSIDERATIONS

1.01: Mutual Promises. In consideration of the District's promises contained in this Agreement, the Union, on behalf of itself and all its members covered by this Agreement, hereby pledges to use every earnest and diligent effort to eliminate waste, inefficient operation and to cooperate in every reasonable way toward maintaining and advancing the District's services to its taxpayers.

1.02: FUNDING APPROVAL. IT IS HEREBY 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 BOARD OF EDUCATION HAS GIVEN APPROVAL.

1.03: No Strikes. During the term of this Agreement, neither the Union nor any of its officers, agents, or representatives nor any employees shall, in any way or for any reason: (a) engage in, encourage, aid, condone, or sanction any strike, any kind of work stoppage, any reduction in the quality or quantity of performance or any other impeding of work or the District's operations; or (b) prevent, attempt to prevent, or interfere with the right of any person or employee to gain access to any of the District's buildings or property.

1.04: Non-Discrimination. Neither the District nor the Union shall unlawfully discriminate against any employee or applicant for employment because of such person's race, color, religion, sex, age or national origin, or because such person is handicapped, a disabled veteran or a veteran of the Viet Nam era. All references in this agreement to the male gender shall apply equally to the female gender and vice versa.

ARTICLE 2: RECOGNITION

2.01: Exclusive Negotiating Representatives. The Board of Education, having determined that the Union is an employee organization as defined in Article 14, Section 201(5), of the New York State Civil Service Law, and that it represents a majority of all non-instructional personnel except those employees in the classifications listed below, and in consideration of the ban on strikes and work stoppages contained in this agreement, recognizes the Union as the exclusive negotiating representative of all employees in the negotiation unit, for the full period allowed by law.
2.02: **Definition of Employee.** The term "employee," whenever used in this agreement, shall mean an employee in the negotiation unit.

2.03: **Scope of Unit.** The scope of the unit shall include all of the job titles and position holders, whether full-time or regular part-time (i.e., regularly scheduled to work less than twenty hours per week) listed or referred to in the wage schedules incorporated into this agreement.

2.04: **Excluded Job Titles.** The following is a list of job titles which are excluded from the scope of the negotiation unit: substitute and other casual employees; temporary employees; seasonal employees; Superintendent of Schools; School Business Executive; Director of Human Resources; Director of Special Programs; Director of Curriculum and Instruction; School Lunch Manager; Assistant School Lunch Manager; Transportation Supervisor; Head Bus Driver (full-time); School Nurse Practitioner; District Treasurer; District Tax Collector; Director of School Facilities and Operations; Accountant; Secretary to the Superintendent of Schools; secretaries to the Director of Human Resources; secretary to the School Business Executive; Internal Claims Auditor; District Clerk; acting District Clerk.

2.05: **New Job Classifications.** If a new job classification is to be added to the unit, delete "the title", wages, terms and conditions of employment of that job classification shall be subject to negotiation by the negotiating committees of the Union and the District.

2.06: **Agency Fee.**

(a) The Union, having been recognized or certified as the exclusive representative for all employees included in the collective bargaining unit as set forth in the recognition article, shall be entitled to have monies deducted from the wages or salaries of employees of the aforementioned bargaining unit who are not members of the Union in an amount equivalent to the annual dues levied by the Union for employees who are members. (Substitute and temporary employees are not covered by this language.) Employees who are not Union members, and who do not make application for membership within thirty days after mutual ratification of this contract, shall have deducted from their wages the aforementioned dues in the same manner as members, provided the Union has established and maintained a procedure providing for the refund to any employee demanding the return of any part of any agency shop fee deduction which represents the employee's pro rata share of expenditures by the Union in aid of activities or causes of a political nature only incidentally related to terms and conditions of employment.

(b) The Union shall indemnify and hold harmless the District and its officials or employees from any cause of action, claim, loss or damages incurred as a result of the District's deduction of an agency fee from any employee. The Union shall have no right or interest in any agency fee deduction until such collected monies are actually paid to the Union. Upon forwarding by mail the payment of the agency fee deduction to the last known address of the Union, the District and its officers and employees shall be relieved from all liabilities to deduct such fees and deliver such deductions to the Union. The fees deducted shall be accompanied by a list indicating the names of
those employees from whom such deductions were made. All monies shall be turned over to the Union within thirty (30) days of collection.

2.07: **Union Business.**

(a) Annually, a total of one hundred (100) hours of pay shall be allowed for Union representatives to conduct Union business through attendance at professional meetings, conferences or workshops, when approved by the Superintendent or his authorized representative, with pay. Attendance at grievance hearings shall not be charged against this time. Parties to negotiate which Union officials will be eligible for leave from their assigned duties to conduct Union business.

(b) Duly authorized representatives of the Union shall be permitted to transact official organization business on school property at all reasonable times. The Union and the District agree to institute a form (Appendix I) by which Union leadership shall notify the Superintendent of schools that Union business leave has been used under Section 2.07(a) of the collective bargaining agreement. Any employee who holds a Union position authorized by this contract to receive leave from their assigned duties for Union Business must advise the employee’s immediate supervisor of such intended leave at least twenty-four (24) hours before the intended start of such leave, as long as the leave will not impair District operations. This Union business leave is only for professional meetings, conferences or workshops encompassed within subparagraph 2.07(a).

**ARTICLE 3: MANAGEMENT**

3.01: **General Description.** Except as specifically and expressly limited by provisions of this agreement, the District, board of education, Superintendent, and designated supervisory officials shall be solely responsible for the operation and management of the District and its personnel and to take whatever action is necessary to carry out the mission of the District.

3.02: **Specific Inclusions.**

These managerial prerogatives include, but are not limited to, the following:

(a) determine the mission, purposes, objectives and policies of the District;

(b) select, hire, appraise, train, and promote employees;

(c) fix and determine the qualifications, compensation, hours of work, and duties of employees and job titles covered by this agreement;

(d) determine the necessity for reducing work forces, recalling employees and filling any vacancy;

(e) create new jobs and classifications and to abolish any job or classification;
(f) assign, supervise and direct employees in their work;

(g) determine the extent that work will be performed by employees of the District or by others, subject to the Union's statutory rights;

(h) transfer or assign employees from one job classification to another;

(i) demote, suspend, discharge and discipline employees;

(j) make and implement rules for the conduct of the work and the maintenance of safety, order, discipline, efficiency and the protection of property and to issue any other directive intended to carry out the managerial functions of the District.

ARTICLE 4: DISPUTE RESOLUTION PROCEDURES

4.01: Purpose. The primary purpose of this procedure is to resolve grievances at the lowest practicable, administrative level, consistent with the specific and express terms of this agreement. The presentation and processing of grievances under this agreement shall be free from interference, coercion, restraint, discrimination or reprisal by either the District or the Union.

4.02: Definitions.

(a) Grievance. The word "grievance" is defined as a claim of violation, misapplication or misinterpretation of any express and specific provisions of this agreement.

(b) Immediate Supervisor. The term "immediate supervisor" shall refer to the following: director of school facilities and operations (custodial, maintenance, facilities, operations, and buildings and grounds employees); transportation supervisor, (transportation employees); school lunch manager (cafeteria employees); building principal (teacher aides and monitors); school business executive (business office staff); director of curriculum and instruction (curriculum and instruction office staff); school nurse practitioner/building principal (health office staff); building principal (clerical staff in school buildings).

4.03: Standards and Principles.

(a) Grievance forms must include the name and position of the aggrieved party the section of the agreement pertaining to the grievance, an informative statement of what happened and how the District allegedly violated, misapplied or misinterpreted, and the remedy sought by the grievant. The grievance form is attached as Appendix E.

(b) One set of the official written grievance record shall be maintained in the office of the Director of Human Resources for reference purposes, separate and apart from employee personnel files.
(c) A grievant shall have the right to be represented by the Union at each step of the procedure.

(d) The District and the Union agree to facilitate any investigation which may be required and to make available any and all relevant and material documents, communications and records which directly pertain to the grievance.

(e) Meetings of Union representatives with designated District representatives pertaining to the processing of grievances shall be held at times, places, and under circumstances established by mutual consent. All reasonable efforts will be made to avoid interruption of District operations and avoid involvement of students in any phase of the grievance procedure.

(f) During the course of any grievance proceeding, until a final determination has been reached, all proceedings shall be in private and any preliminary disposition will not be made public without the mutual consent of the Union and the District.

(g) Every dispute over which a grievance could be filed by employees or the Union shall be processed under this procedure. Recourse may not be instituted in any other forum, unless it is required or ordered by a court or administrative agency.

(h) It shall be the fundamental responsibility of supervisors at the administrative level to promptly take appropriate action within the limits of their authority upon grievances presented to them by employees under their supervision.

(i) It is the intention of the District and the Union that grievances be processed as rapidly as practicable. The number of days indicated at each level of the procedure should be considered as the maximum. Failure at any step to process the grievance within the stated time will result in the grievance being considered settled in accordance with the District’s action and the grievance shall be barred from further processing under this procedure. Whenever mutually agreed in writing, the time limits set forth herein may be extended.

(j) If the District fails to communicate its decision at any step of the procedure within the specified time limit, the aggrieved party shall be permitted to lodge an appeal at the next available step of the procedure within the time limit which would have been allotted if the District’s decision had been communicated on the last day of the specified time period.

(k) Time limits under the dispute resolution procedure shall be measured from the date of receipt of the grievance, an appeal, or a grievance answer. “Days” shall mean “work days,” rather than “calendar days,” and weekends or holidays when school is closed shall be excluded from the measurement of time under this dispute resolution procedure.

(l) No grievance will be entertained under this procedure and the matters complained of will be deemed settled in accordance with the action of the District unless the written grievance is filed at the first available step within ten days after the employee knew or should have known of the act or
condition on which the grievance is based. (Note: A shorter time period applies to grievances over discipline).

(m) If a group of employees have the same supervisor and are affected by the same act or failure to act by the District, they shall all sign the same grievance form and the matter shall be processed as though it were a grievance submitted by a single grievant. If the alleged violation pertains to a right of the Union as set forth in this agreement, the Union shall submit the grievance on its own behalf directly at Step 2.

(n) Prior to a formal filing of a grievance, the grievant has the right and the obligation to personally meet with the appropriate immediate supervisor in an effort to resolve the dispute.

(o) An employee shall perform all duties as required even though the employee may feel aggrieved.

4.04: Grievance Procedural Steps.

Step 1: Immediate Supervisor. The written grievance, with supporting facts and suggested remedy, will be presented to the grievant’s immediate supervisor not later than the tenth day after the act or failure to act occurred which is the subject of the grievance.

The grievant and the immediate supervisor will confer on the grievance. At the conference, the grievant may appear personally or with his unit representative. If the grievance is filed directly with the employee, the unit representative shall be given an opportunity by the immediate supervisor to attend the conference and to present the views of the Union with respect to the grievance. Other persons may attend only with the consent of the employee and the supervisor.

Within five (5) days after the written grievance is presented, the immediate supervisor shall submit a written answer to the grievant. A copy of the grievance answer submitted by the immediate supervisor shall be furnished to the grievant and grievance chair, director of human resources, Superintendent, and the unit representative, simultaneously.

Step 2: Director of Human Resources. If the grievance is not satisfactorily settled at Step 1, the grievant may submit the grievance to the Union grievance chair. If the grievance chair approves further processing of the grievance, a written appeal shall be filed with the Director of Human Resources within no more than five (5) days after the first step answer was issued. The appeal must contain a concise, comprehensive statement of the facts and occurrences involved, and the suggested remedy. A copy of this written appeal shall also be submitted to the grievant’s immediate supervisor at the same time.

In order to be considered a proper grievance at this step, the grievant or the Union grievance chair shall provide the Director of Human Resources with all material and relevant documents, communications and records pertaining to the grievance which were not previously furnished to the immediate supervisor.
The Director of Human Resources shall confer with the grievant and the Union grievance chair, or his designee, within eight (8) days after receipt of the appeal. Notice of the Director of Human Resources’ conference shall be given to the grievant and the Union grievance chair at least two (2) days in advance. If the conference is to be held during working hours, the grievant and the Union grievance chair, or his designee, shall be granted permission to attend without loss of pay.

At the conference, the grievant may appear personally or with the Union grievance chair, who may act on the grievant’s behalf. In the event that the grievant acts on his own behalf without representation, the Union shall have the right to send the Union grievance chair to present its views on the grievance. The Union President shall be eligible to attend Second Step Union grievance conferences, if it does not impair District operations, and with the approval of the Director of Human Resources.

At the conclusion of the conference at this step, the Director of Human Resources shall submit a written grievance decision to the grievant, immediate supervisor, and the Union grievance chair within ten (10) days after the conclusion of the conference.

4.05: Binding Arbitration. If the grievance is not satisfactorily settled at Step 2, the Union may appeal to arbitration, but not later than the fifteenth day after delivery of such answer to the Union grievance chair; otherwise, the grievance will be deemed resolved by the Director of Human Resources’ answer.

The Union’s appeal shall be by written notice to the American Arbitration Association and to the Director of Human Resources, specifically identifying the grievant by name, the date of the original grievance, the issue to be appealed to arbitration, and request the American Arbitration Association to furnish each party with a list of nine arbitrators.

If the request for arbitration has been timely filed in accordance with the procedures of this agreement, then and only then shall the arbitration be held in accordance with the voluntary arbitration rules of the Association, only insofar as they are consistent with the terms of this agreement.

If there is no mutual choice, then the American Arbitration Association shall furnish a second panel of nine arbitrators to the parties. If there is no mutual choice from the second list, an arbitrator shall be appointed in accordance with the rules and regulations of the Association.

Expenses of the arbitrator shall be borne equally by the parties.

The arbitrator’s award shall be final and binding if the award is not inconsistent with or contrary to any of the express terms of this agreement. The arbitrator has no power to add to, detract from, or change in any way the provisions of this agreement. The arbitrator shall have the power and authority to recommend the proper interpretation of this agreement, to decide whether or not the agreement has been violated, and to decide what the appropriate remedy shall be, if any. The
arbitrator has no authority to reverse the judgment of the District representatives which is predicated on a rational basis in those circumstances and situations which this agreement leaves to the judgment of those representatives.

**ARTICLE 5: DISCIPLINE**

5.01: Rules and Regulations.

(a) The District has the right to establish rules, regulations, and procedures for its employees to follow for the conduct of the work and the maintenance of safety, order, discipline, efficiency and the protection of property.

(b) These rules, regulations and procedures shall not be inconsistent with the terms of this agreement. They may be amended from time to time at the complete discretion of the District, but the Union will receive written notice of any such rules and changes prior to the effective date of implementation.

5.02: Administrative Procedures. The following disciplinary procedure shall apply to all bargaining unit employees in lieu of all rights and procedures specified in Civil Service Law, Section 75 and Section 76. Resort to Civil Service Law procedures shall be foreclosed and barred in favor of the grievance procedure in this agreement.

(a) The employee and the Union grievance chair shall receive written notice of the discipline issued, “or within a reasonable time after said issuance.” “Discipline” means written reprimand, suspension, fine, restitution or discharge.

An employee will be sent a copy of any memos or other items to be placed in their personnel file at the time that items are being placed in the employee’s personnel file. A cover memo with a copy to the employee will be sufficient proof that an item has been entered into the employee’s personnel file. Employees shall have the right to respond to any item placed in their personnel file.

An employee will be given a copy of documents pertaining to discipline to be placed in his personnel file and asked to sign and date as evidence of receipt. The employee’s signature indicates only receipt and not agreement with the contents. An employee may file a rebuttal statement in writing.

If an employee refuses to sign, the supervisor will note such refusal on the document and will place it in the employee’s file with a notation that the employee was presented with the document and refused to sign for it in receipt. Such refusal to sign will also be noted by a Union representative if a Union representative is requested to be present at such meeting by the employee involved. This Section does not imply or require the presence of a Union representative at every conference.
(b) A policy of progressive discipline shall apply, which levels are: 1) first written warning; 2) second written warning; 3) suspension with pay or suspension without pay; and 4) discharge. No employee shall be disciplined without just cause.

(c) Disciplinary action shall be predicated on one or more separate infractions or acts of misconduct by an employee. Progressive discipline shall apply but no prior warning notice to the employee is required if the cause of suspension with pay or suspension without pay or discharge is any of the following acts of misconduct for which suspension or discharge may be immediately imposed:

1) dishonesty or theft;
2) actual or threatened physical abuse or bodily harm to any employee, supervisor, student or other member of the public;
3) negligence resulting in serious accident;
4) openly defiant and egregious insubordination toward any supervisor;
5) violation of the no-strike clause;
6) willful destruction or misappropriation of property belonging to another employee or the District;
7) use, possession, distribution or being under the influence of drugs and/or intoxicants while on duty or on District property.
8) any activity which violates a criminal statute; if such activity occurs during working hours, or on District property or impacts on an employee's qualifications or fitness for employment, provided the employee has been convicted or pled guilty. The lack of a conviction or plea shall not preclude disciplinary action upon the underlying conduct if discipline could be imposed for any act or acts of misconduct listed above.

5.03: Discipline Grievances.

(a) During an employee's probationary period, the employee may be laid off or disciplined at the sole discretion of the District, without recourse to the grievance procedure.

(b) The employee shall have the right to file a grievance under this agreement to protest the absence of just cause for discipline. A grievance over suspension or discharge must be presented at Step 2 of the grievance procedure within no more than five (5) days after the date of the written notice of discipline was issued to the union grievance chair; other disciplinary grievances must be
presented at Step 1 of the grievance procedure within ten (10) days after the written notice of discipline was issued. If a grievance is not filed within the appropriate time period, the disciplinary action shall be deemed for just cause.

5.04: Drug/Alcohol Testing. No employee shall be discharged for a drug/alcohol testing reason without first being afforded an opportunity to discuss any extenuating circumstances before the Board of Education. Discipline and discharge resulting from the drug/alcohol testing program shall be subject to the contractual grievance/arbitration procedure.

ARTICLE 6: EMPLOYMENT CATEGORIES

6.01: Appointments before January 1, 1981.

(a) Full-time Employee. A full-time employee is an appointed employee regularly scheduled to work forty (40) to fifty-two (52) weeks per year and usually scheduled to work five (5), six (6), seven (7), or eight (8) hours per day, five (5) days per week.

(b) Part-time Employees. A part-time employee is an appointed employee working regularly scheduled short hours. Usually, a part-time employee is scheduled to work fewer than twenty (20) hours per week.

6.02: Appointments after January 1, 1981.

(a) No fringe benefits for part-time employees except as provided herein by specific reference to part-time employees.

(b) Full-time employees are those employees working forty (40) hours per week for forty (40) to fifty-two (52) weeks per year as custodial, building and grounds, mechanics and clerical employees (except for thirty-five (35) hour summer schedule for twelve (12) weeks).

(c) Full-time employees are those employees working forty (40) weeks per year, six (6) hours per day as teacher aides, monitors, personal care aides, bus attendants, health office assistants, cafeteria and transportation employees.

6.03: Temporary Appointments. Temporary appointments may be made for any legitimate operating purpose other than to evade the obligation to post vacancies in accordance with the requirements of this agreement. A temporary appointment will not exceed three (3) full calendar months, unless extended by the District for an additional three (3) full calendar months for a total of six (6) months. Any employee in a temporary assignment shall be paid pursuant to a rate set by the Board of Education in its sole discretion; however, said rate will not be higher than the current year’s Step 1 of the pertinent salary schedule.
6.04: **Substitutes.** A substitute employee is employed in the absence of an appointed, full-time or part-time employee. The substitute rate of pay will be set by the Board of Education and will not exceed the base rate of the particular classification in which the substitute is employed. A substitute will not receive fringe benefits.

6.05: **Provisional Employee.** A provisional employee is an employee appointed to a position pending the passing of Civil Service testing. This employee will be entitled to all benefits as stipulated in this agreement.

**ARTICLE 7: SENIORITY AND ITS APPLICATION**

7.01: **Seniority Units.** The seniority units and the job titles in each unit are listed in the annexed Appendix D as follows: 1) Clerical: payroll clerk, account clerk, stenographer, typist; 2) Cafeteria: motor equipment operator, cook manager, cook, food service helper, food service helper II; 3) Mechanics: lead auto mechanic, auto mechanic, laborer; 4) Bus Drivers: bus driver; 5) Buildings and Grounds, Maintenance and Custodians: head maintenance person, carpenter, electrician, secondary head custodian A (over 1500 students), secondary head custodian B (1500 or fewer students), head custodian C (elementary), courier/inventory clerk, lead cleaner, grounds keeper, custodian, cleaner, laborer; 6) Health Office: health office assistant, school nurse; 7) Aides/Monitors: teacher aide, school monitor, personal care aide, bus attendant.

7.02: **Definitions.**

(a) District seniority shall be acquired after an employee’s successful completion of the probationary period served after original hire, or rehire after a break in seniority or voluntary reclassification from full-time to part-time status, and shall be measured from the employee’s date of hire in a permanent position covered by this agreement. An employee’s District seniority shall be his date of appointment, subject to adjustment as required herein.

(b) Job classification seniority shall be acquired retroactive to the employee’s date of permanent appointment to a particular job classification covered by the agreement after successful completion of the trial period for that classification. An employee’s job classification seniority shall be his date of appointment, subject to adjustment as required herein.

(c) Unit seniority shall be acquired retroactive to the employee’s permanent appointment to any job classification within a given seniority unit, after successful completion of the trial period for that classification. An employee’s unit seniority shall be his date of appointment to any job classification covered by this agreement. The seniority units are: clerical; cafeteria employees; mechanics; bus drivers; buildings and grounds, maintenance and custodians; health office assistants and school nurses; and teacher aides, monitors and personal care aides and bus attendants.

If an employee holds part-time positions in two or more units, the seniority date of each unit position shall be from that position’s latest appointment date. If two (2) or more employees are tied using
this date, District seniority will be used. This applies to all employees so hired effective July 1, 1986.

7.03: **Probationary Period.**

(a) The length of the initial probationary period will be twenty-six weeks. Wherever the terms “probationary” or “probationary period” are used in this agreement, the reference shall apply only to the initial period of employment after hiring. Seniority will be recognized while an employee is serving a probationary period.

(b) The probationary period may be automatically extended by one day for each scheduled work day a probationary employee is absent.

7.04: **Impact of Absences.** Seniority shall not accumulate during the following periods and the employee’s seniority date shall be adjusted one calendar day for each calendar day of these absences: lay-off, unpaid absence, workers compensation or disability leave of absence after more than twelve months, disciplinary suspension.

7.05: **Tie-breaking Policy.** If two or more employees have the same seniority, the more senior will be determined by a comparison of the last five digits of the employee’s social security number, the highest number being the most senior employee.

7.06: **Seniority Forfeiture.** All seniority rights shall be forfeited and employment shall be permanently severed in the event of any of the following:

(a) discharge;

(b) resignation, subject to break in service rules;

(c) retirement under any retirement benefit plan;

(d) lay-off of more than forty-eight consecutive calendar months;

(e) abandonment, actual or constructive, of employment, due to no-call, no-show (AWOL) of five or more consecutive work days;

(f) refusal to accept recall from lay-off, if recall is to the same job classification from which laid off or bumped;

(g) failure to report to work pursuant to recall from lay-off pursuant to contractual requirements;

(h) failure to return to work on the first day after the expiration of any leave of absence; provided the employee has five work days to prove unavoidable circumstances beyond the employee’s control prevented a timely return to work.
7.07: Resignations.

(a) All resignations must be submitted in writing and shall specify the last day of work.

(b) It shall be the policy of the District to consider resignations submitted to and approved by the board of education as binding upon the person resigning.

(c) In the event that the person is applying for reemployment with the District, that person will be reclassified as a new employee in all respects.

(d) If an employee resigns from employment and is rehired on or after July 1, 1987, with an appointment to a permanent position which is within twelve (12) consecutive calendar months of the effective resignation date, there shall be no break in the employee's District seniority. Seniority shall not accumulate during this period of absence from employment.

(e) Notwithstanding past practice and the terms of section 7.07 (d), any employee that retires from the District as an employee and seeks post-retirement employment with the district shall not retain that employees' seniority status and shall be treated as a step one employee for all purposes.

7.08: Seniority Lists.

(a) There shall be separate seniority for full-time and part-time employees. Seniority lists shall be published within ninety (90) calendar days after the execution of this agreement and, annually, in September. A copy of the seniority lists will be furnished to the Union president and grievance chair and will be published on bulletin boards throughout the District.

(b) If an employee believes that any new information on a seniority list is not correct as to that employee, the employee must submit a written request for correction, which states what the employee believes to be the correct information, to the director of human resources. These requests must be submitted not later than the thirtieth calendar day after the list is posted; otherwise, the information on the list, as to that employee, shall be deemed absolutely final. If a timely request is filed but is not satisfactorily resolved, the dispute may be grieved by submitting the grievance directly at Step 2.

(c) A part-time employee who becomes a full-time employee will be placed on the full-time seniority list with all accumulated part-time seniority treated as full-time seniority. A full-time employee who becomes a part-time employee by reason of displacement, bumping, retreating or recall shall continue to accumulate full-time seniority and shall also be placed on the part-time seniority list with all accumulated full-time seniority treated as part-time seniority. This means that the employee shall be slotted on the seniority list in accordance with the employee's current seniority date. If a full-time employee, however, voluntarily becomes a part-time employee, the employee
shall begin a new period of District seniority on the part-time seniority list just as though the employee were a new employee of the District.

ARTICLE 8: FILLING VACANCIES

8.01: Vacancy. A vacancy in a job classification is created only when:

(a) The incumbent's employment is terminated for any reason, including death, resignation and retirement;

(b) When the incumbent bids out of the position; or

(c) The incumbent is absent due to temporary disability of at least twelve (12) months duration.

"Vacancy" shall also mean the creation of a new job classification, an increase in the number of regular position holders in a given job classification and a change in a position from part-time to full-time status or vice versa.

8.02: Posting Vacancies.

(a) Procedure for non-competitive and labor class posting. The Director of Human Resources will post District-wide a written notice of each vacancy in existing as well as newly created job classifications in the bargaining unit which the District decides to fill. The posting will include mention of the building where the vacancy exists where possible. The posting shall clearly set forth a description of the duties of the position, the starting wage, the building or job site of the position, and the hours of work, including shift identification. The District will first consider the bids of qualified employees in that job classification. Where consideration of candidates from the job classification fails to produce an acceptable candidate, the District will next consider candidates from within the unit, followed by candidates from the bargaining unit (See Appendix D). When said review fails to produce an acceptable candidate, the District may consider candidates from outside the bargaining unit. Notwithstanding the above language, the district shall have the right to fill a vacancy resulting from the service of a trial period with a temporary appointee, or substitute employee, without posting said vacancy during the trial period.

(b) The notice will remain posted in all buildings for at least five (5) work days, but this will not prevent the District from filling the vacancy on a temporary basis during the posting procedures.

(c) A vacancy will be posted within fifteen (15) work days after the District, through its representatives, decides to fill that vacancy with a permanent appointment.

(d) The District will post openings in the Food Services Cafeteria District-wide. Employees from the Food Service classification will be considered first for any vacancies. If no acceptable
candidates are obtained from within the Food Services classification, the District will then consider other candidates from outside Food Service, as per Section 8.02(a).

(e) **Procedure for competitive-class positions.** The District shall post competitive class vacancies as in 8.02(a) above. However, candidates will be considered as follows:

1. Qualified candidates from within the bargaining unit who are in the posted job classification or a higher classification from within the job unit where Civil Service Laws and Rules permit.

2. Failing an acceptable candidate from (e)(1) above, the District will seek a qualified candidate from an open competitive Civil Service list. Bids of bargaining unit employees on said list will be considered before those of non-bargaining unit candidates.

3. Should a Civil Service List be unavailable, the District shall have the right to appoint a candidate provisionally to fill the vacancy. Where possible, qualified bargaining unit employees will be considered first. The District shall have the right to select the provisional appointee to fill the vacancy under a probationary appointment if said provisional appointee has served in the position in a manner satisfactory to the District.

4. The filling of all competitive class vacancies herein shall be governed by Niagara County Civil Service Rules and Regulations.

(f) Prior to July 1 of each year, employees may provide written notice to the Office of Human Resources indicating automatic application for vacancies that may occur during July and August. Such notices shall state the position or positions for which the employee wishes to be automatically considered. The employee shall provide the Office of Human Resources with stamped, self-addressed envelopes in which postings may be mailed to the employee.

8.03: **Successful bidder.** The successful bidder will be determined by the District based on an single-appointment-applicant's District seniority as well as a supervisory appraisal of an applicant's qualifications, including the relative ability, physical fitness, training, experience, efficiency, attendance and work record with the District. If the District determines that two or more applicants are equally qualified for the vacancy, District seniority will determine the successful bidder. This procedure does not apply to the reassignment of routes among bus drivers. Calculation of seniority for applicants with dual appointments will be made according to Section 7.02(c).
8.04: Trial Period.

(a) Except as stated in paragraph (b), this term means a period of up to ninety work days after an employee has been assigned from one position to another under the posting procedure or any other permissible assignment other than layoff and bumping. The trial period may be automatically extended one day for each work day of absence during trial period.

(b) The successful bidder's trial period will be up to thirty (30) work days:

(1) if the new position is in the same job classification as the previous position; or

(2) if the new position is composed of more than one assignment, any of which is in the same job classification as the previous position; or

(3) if the new position is in any of the following job classifications: food service helper; monitor; cleaner.

(c) During the trial period, the employee's total work performance will be appraised by the District to determine whether the District will make the appointment a permanent one. The employee's former position must remain available if the employee is reassigned to that position during the trial period, either at the employee's request or because of the District's evaluation of the employee's work performance. Neither event shall be subject to the grievance procedure.

(d) The trial period will end upon the reassignment of the employee or the approval of a supervisory recommendation for permanent appointment. Said recommendation shall be made on or about the thirtieth (30th), sixtieth (60th) or ninetieth (90th) work day during the trial period, after written notice thereof to the incumbent employee.

8.05: Jurisdictional Change.

(a) If an employee moves from a competitive position to another competitive or non-competitive position, the competitive position vacated is not permanently filled until such time as the employee receives a permanent appointment in the new position.

(b) If an employee moves from a non-competitive position to a competitive position, he shall be entitled to protection of job under provision of Civil Service Law, Title B Appointments and Promotions; Sections 63, 64 and 65.

(c) If an employee moves from a non-competitive position to another non-competitive position, the appointed employee will have ninety days job protection to return to the original position if the employee chooses.
ARTICLE 9: LAY-OFF

9.01: **Effect on probationers.** During any term of probation, the District shall have the sole prerogative to determine the order or sequence of layoff and recall among probationers.

9.02: **Order of displacement.** If the District decides to reduce the number of full-time positions in a classification, the full-time employees with the least classification seniority therein shall be displaced therefrom. If the District decides to reduce the number of part-time positions in a classification, the part-time employees with the least classification seniority therein shall be displaced therefrom. In either instance, temporary and probationary employees in the classification shall be displaced first.

9.03: **Bumping options.** A displaced full-time employee shall have the following bumping options before exercising any rights to retreat as set forth in Section 9.05. If the displaced full-time employee has options (b) or (c), they must be exhausted or the employee will be treated as having resigned as of the employee's last day of work. A displaced employee who does not have either options (b) or (c) and cannot retreat, shall be laid off.

(a) Bump the least senior part-time employee in the same classification who has less District seniority; or

(b) Bump the full-time employee with the least classification seniority in the same or lower-rated classification in the same job family, who has less District seniority, only if the displaced employee can perform all the duties of the classification without training; or

(c) Fill a vacancy in the next lower-rated classification in the same job family as the displaced employee's classification, only if the displaced employee can perform all the duties of the classification without training.

9.04: **Right to retreat.**

(a) A displaced full-time employee who does not have either option 9.03 (b) or (c) may retreat to any lower-rated classification in which the employee formerly had classification seniority, if:

(1) there is a vacancy in that classification which the District desires to fill; or

(2) there is at least one employee in that classification who has less District seniority than the displaced employee; and

(3) the displaced employee can perform all the duties of the lower rated classification without training.
(b) If a displaced full-time employee does not exercise his rights to retreat, the employee will be treated as having resigned as of the last day of work.

9.05: **Effect on other employees.** A full-time employee who is displaced from a classification by reason of another employee having exercised bumping or retreating options shall, in turn, exercise the available bumping and retreating options or be regarded as having resigned as of the last day of work. If the employee has no such options available, the employee shall be laid off.

9.06: **Prior notice.** In the event of a layoff, the affected employees shall receive a two (2) week notice prior to being removed from the payroll.

**ARTICLE 10: RECALL**

10.01: **Recall list.** An employee who has been laid off shall be placed on a recall list for the job classification which he held at the time of the layoff. If an employee remains on the recall list without having been recalled for a period of forty-eight (48) consecutive calendar months, beginning with the month immediately following the month in which the employee was laid off, he shall be regarded as having resigned as of the last day of the forty-eighth (48th) month.

10.02: **Temporary assignments.** Nothing herein shall prohibit the District from temporarily filling a vacancy or new position prior to the date a recalled employee reports for work.

10.03: **Use of recall lists.**

(a) If a full-time or part-time vacancy (other than a temporary vacancy) occurs and the District desires to fill that vacancy, or if a new full-time or part-time vacancy is created, other than a temporary vacancy, the District shall first exhaust the recall list in that job classification by recalling the most senior qualified employee on the appropriate seniority list who was laid off or bumped from that classification. In the absence of any such employees, and if there is a vacancy the District intends to fill, the District shall use the posting procedures of this agreement.

(b) The recall procedure normally will be fulfilled by telephone, followed by a written confirmation of the recall by certified mail.

10.04: **Responsibility to inform.** Laid off employees have the responsibility to inform the Office of Human Resources, in writing, of their current address and telephone number.

**ARTICLE 11: COMPENSATION**

11.01: **Rates of pay.** The negotiated rates of pay for the term of this agreement for bargaining unit employees are listed in the annexed schedules.
11.02: **New hire pay rates.** Employees hired before each January 1st will advance to the next step of the salary schedule on the following July 1st. Employees hired between January 1st and June 30th will advance to the next step of the salary schedule on the second July 1st following their date of hire.

11.03: **Longevity increments.**

(a) Annual longevity pay for the term of this agreement is listed in Appendix F, the longevity schedule appended to this contract.

(b) Employees who have completed ten years of District seniority and have either a twelve (12) month assignment or a ten (10) month assignment of forty (40) or more weeks will be eligible to receive annual longevity payments in a lump sum on their benefit eligibility date.

(c) An employee will receive no credit toward longevity for the period between anniversary dates if the employee was absent from work for other than personal illness or injury, more than fifty percent (50%) of that year.

(d) Otherwise eligible employees, whose assignment is changed to a ten (10) or twelve (12) month assignment during any year, must first complete the number of credited months of seniority applicable to the new assignment before the next longevity increment will be paid. "Credited months of seniority" is the number of years of the employee's District seniority multiplied by the number of months of the new assignment.

(e) Unit members who retire between January 1 and June 30 and who are eligible for longevity payment for that fiscal year shall be entitled to one-half (1/2) of the appropriate amount, payable within thirty (30) days of retirement. An employee shall not receive prorated longevity pay if retirement occurs prior to January 1.

11.04: **Shift differentials.** The shift differentials for second and third shift workers are displayed on the appropriate wage schedules and shall apply and be payable only for hours actually worked.

11.05: **Premium pay for temporary transfers.**

(a) Employees required by management to work temporarily in a lower-rated job classification shall suffer no reduction in rates of pay during that assignment.

(b) If the temporary assignment is to a higher-rated job classification, the employee shall be certified for the higher pay rate after either four (4) consecutive or seven (7) non-consecutive days are worked in that temporary assignment. Once the employee has been certified for premium pay in a specific job classification in one school year, the employee will retain the certification for the balance of that year and the following school years until the school year in which the employee is not assigned to that specific classification.
(c) The premium pay rate shall be the next higher rate of the new job assignment that provides a forty cent ($0.40) per hour increase. If the transferred employee has ten (10) or more years job classification seniority in his regular job classification, the premium pay will be the pay rate of the employee's current step in his regular job classification assignment.

(d) Temporary assignments are the prerogative of supervision.

(e) If an employee is temporarily assigned to a higher-rated job classification for a period of at least four (4) consecutive work days or more, or a longer term temporary assignment, the employee shall be compensated at the higher rate for any holidays, vacation days, sick days, personal business days, or compensatory days off that fall within the period of temporary assignment. If the assignment is for less than four (4) consecutive work days, the employee shall be paid at her/his regular rate of pay.

11.06: Change in regular assignment.

(a) If an employee changes his/her classification to a higher paying classification within his/her present unit, s/he moves to the next higher pay rate than the rate s/he is receiving, provided the increase would provide a minimum of forty cents ($0.40) per hour. This also applies to job reclassification.

(b) If an employee returns to a lower paying classification within the same unit, s/he returns to the step s/he would have been on, in the lower paying classification, had s/he remained in that position.

(c) If an employee transfers from one unit to another unit, s/he will be placed on a pay step comparable to rate of pay s/he is on. However, an employee retains the District fringe benefits such as years of service, retirement, vacation and seniority.

(d) If an employee accepts a second concurrent appointment within or outside the unit (and thereby becomes a dual appointee) that second appointment shall start at a comparable rate.

11.07: In-service training, workshop or academic course work.

(a) Employees will be compensated at their hourly rate for attendance at in-service training and workshops taken with the approval of the Superintendent of schools. Exception: The present program approved by the State Education department for bus drivers will be continued to be recognized as per past practice. The District shall continue to pay the tuition cost of Bus Drivers undertaking the mandatory thirty (30) hour New York State Education Department program. If an employee leaves the District employment prior to the employees’ first anniversary of employment, the District may deduct the cost of such training from the employees’ final paycheck(s).
(b) In-service training must be at least twenty (20) hours.

(c) It is mutually recognized that specifically designated workshops, such as first aid, emergency aid, discipline, working with disabled and learning disabled children, and others would be mutually advantageous for both employee units and the District. To that end, efforts should be made to schedule conferences for specific non-instructional units whenever possible on teacher conference days. Compensation to be covered per subsection (a) herein.

(d) Tuition for academic course work taken at any accredited institution will be reimbursed provided the employee passes the course and that a grade report is turned in before the end of the semester following the course. The District will reimburse employees for the cost of tuition, up to the per-credit-hour rate established by Niagara County Community College, for up to six (6) credit hours per semester of course work completed successfully (i.e., C or better) at an accredited institution. In order to obtain such reimbursement, the employee must provide advance notice of enrollment in the course to the Superintendent of schools, and submit the grade report reflecting the grade to the business office before the end of the semester following the course.

(e) Employees assigned an extracurricular or coaching or proctor duties working with students or as proctors shall receive the same pay as noted in any contract negotiated by the District.

11.08: Overtime Compensation.

(a) Time worked over regularly scheduled forty (40) hours to be time and one-half.

(b) Time worked over each regularly scheduled eight hours to be time and one-half.

(c) To be paid every other Friday.

(d) Full-time employees should work a regularly scheduled work week.

(e) Compensatory Time. Employees who perform additional hours of service beyond their regularly scheduled work day shall select either overtime pay (at the rate required by federal law (FLSA)) or compensatory time. Scheduling of compensatory time shall be with the approval of the immediate supervisor. Employees are permitted to accrue up to a maximum of forty (40) hours of compensatory time. Upon accrual of forty (40) hours compensatory time, any further hours worked will be paid as overtime.

(f) A building and grounds employee whose normal work week would include working on Saturday, Sunday or both will receive seventy-five cents ($0.75) per hour additional for all hours worked on either Saturday or Sunday. In the event such employee works overtime as provided herein, on Saturday or Sunday, the overtime hours paid at time and one-half shall include the seventy-five cents ($0.75) per hour additional. A building and grounds employee whose normal work
week is Monday through Friday and works overtime, as provided herein on Saturday or Sunday, shall not receive the seventy-five cents ($0.75) additional per hour. An employee covered by subsection (f) of this article, who works on Easter Sunday, shall receive time and one-half pay for the hours worked.

(g) Employees are permitted to accrue comp time for hours worked in conjunction with the use of a whole or half sick day. Example #1: an employee who reports to work and works for two hours and then goes home sick, will be paid one full sick day, but will then accrue two hours of comp time for the time actually worked. Example #2: an employee who reports to work and works for five hours and then goes home sick, will be paid for four hours of actual work and ½ sick day, the employee will accrue 1 hour of comp time for the time over four hours. Overtime cannot be earned unless a full eight hours is actually worked.

(h) Buildings and Grounds Overtime Wheel. The Buildings and Grounds Department will assign overtime equitably by means of an overtime wheel, pursuant to the following provisions:

On July 1st of every school year, employees will be placed on an overtime wheel in the order of their District seniority, the most senior names listed first then going in order of seniority to the least senior. As overtime opportunities arise, assignments will be made according to seniority as indicated by position on the wheel, exclusive of key and code holders with overtime hours maintained and equitably distributed. Persons working overtime or refusing overtime hours will be charged with the number of hours worked. On July 1st of every school year, overtime hours worked in the previous year will not be carried over.

(i): any and all overtime worked must be approved by the employee’s immediate supervisor prior to being worked.

(j): The following hours will count as “time worked” for overtime purposes for the calculation of hours at time and a half:

1. Use of accrued compensatory time;
2. Use of accrued vacation time;
3. Use of personal business leave days;
4. Use of jury duty days;
5. Payment for emergency closure and snow days.

“The following hours will NOT count as “time worked” for purposes of calculating hours in excess of 40 or in excess of 8 for overtime purposes:

1. Sick leave (whether paid, unpaid, or sick leave bank days).
2. Unpaid leave of any kind;
11.09: **Emergency Call-In.**

(a) Employees shall be entitled to a minimum of four (4) hour emergency call-in allowance.

(b) This allowance shall be granted when an employee is called in for emergency work at hours other than those regularly scheduled but shall not include those necessitated by the absence of another employee.

(c) The employee shall receive four hours regular pay or the time actually worked at overtime rate, whichever is greater. However, if an employee is called in or assigned work by the supervisor immediately prior to beginning shift, he will receive a minimum of one (1) hour pay or time and one-half for time worked, whichever is greater.

11.10: **Special assignment pay: Cafeteria:** The statements at the bottom of schedules 3, 4 and 5 will mean that time and one-half regular rate will be paid for special assignments outside the regular school lunch program (including regular teacher lunches). Superintendent's conference days will qualify for time and one-half pay.

11.11: **Shift Change – Overtime -** The District shall not change an employee's shift for the purpose of avoiding the payment of overtime. This shall not preclude the changing of shifts for any other reason. The current past practice of overtime work at the employee's option during periods of snow removal shall remain in effect. Employees may, at their option, continue to work in excess of eight (8) hours of their regular or adjusted shifts, on overtime or compensatory time; or may, at their option end their shift after eight (8) hours.

**ARTICLE 12: VACATIONS**

12.01: **Vacation Benefits for 52-Week Employees.**

<table>
<thead>
<tr>
<th>District seniority</th>
<th>Paid vacation benefit:</th>
</tr>
</thead>
<tbody>
<tr>
<td>After 1 year</td>
<td>1 week</td>
</tr>
<tr>
<td>2 years</td>
<td>2 weeks</td>
</tr>
<tr>
<td>6 years</td>
<td>2 weeks + 1 day</td>
</tr>
<tr>
<td>7 years</td>
<td>2 weeks + 2 days</td>
</tr>
<tr>
<td>8 years</td>
<td>2 weeks + 3 days</td>
</tr>
<tr>
<td>9 years</td>
<td>2 weeks + 4 days</td>
</tr>
<tr>
<td>10 years</td>
<td>3 weeks</td>
</tr>
<tr>
<td>11 years</td>
<td>3 weeks + 1 day</td>
</tr>
<tr>
<td>12 years</td>
<td>3 weeks + 2 days</td>
</tr>
<tr>
<td>13 years</td>
<td>3 weeks + 3 days</td>
</tr>
<tr>
<td>14 years</td>
<td>3 weeks + 4 days</td>
</tr>
<tr>
<td>15 years</td>
<td>4 weeks</td>
</tr>
</tbody>
</table>

23
12.02: Vacation accumulation and eligibility.

(a) Eligible fifty-two week employees and eligible employees hired before January 1, 1981, who are not on an eight hour/day, forty hour/week schedule shall be granted vacation benefits based on their regularly assigned daily and/or weekly work schedules.

(b) Vacation benefits are earned and accrued from July 1 through June 30, at the rate of 1/12th for each month of employment, rounded to the nearest full month. A newly hired employee whose date of appointment is other than July 1 will accrue vacation benefits at the above rate, measured from his District seniority date to the following July 1, but this vacation benefit will not be scheduled for use until after completion of one year of District seniority.

(c) Employees who are transferred after July 1, 1985, from an assignment of forty but less than fifty-two weeks, to a fifty-two week assignment, during the school year, will accrue vacation benefits that year at the rate of 1/12th for each month of employment in the fifty-two week assignment, measured from the effective date of transfer to the following July 1, rounded to the nearest full month.

(d) For computation of vacation eligibility, employees who are transferred to a fifty-two week assignment from one of forty but less than fifty-two weeks, will be granted one year credit for each fifty-two weeks worked, rounded to the nearest whole year.

Example 1: Person A has ten years of forty-two-week full-time credit for 420 weeks (42 weeks x 10 years). This is 8.08 years, which rounds to 8 years vacation credit. Thus, A would receive 2 weeks + 3 days vacation on the next succeeding benefit effective date. The next year, A would receive nine years vacation credit for two weeks + four days vacation on the following benefit effective date.

Example 2: Person B has three years of fifty-two-week credit at three days per week (52 weeks x 3 years) x 6 = 93.6 or 94 weeks credit (see subsection (c) herein). Also, B has 8 years of 40-week credit = 8 x 40 = 320 weeks. Totally, B has 414 weeks = 7.96 years, which rounds to eight years vacation credit. See Example 1 above.

Example 3. Suppose A (example 1 above) transferred on 2/1 to the fifty-two-week position. Then, A would have 420 weeks + 9/1 to 1/31 (22 more weeks) or 442 = 8.5 years, which rounds to 9 years vacation credit. Thus, on the next benefit effective date, A would receive 2 weeks + 4 days vacation.
12.03: Vacation requests.

(a) Vacation requests must be approved by the employee's supervisor. Reasons for denial shall be given.

(b) Vacations will not be granted until earned and may not be taken in more than two periods unless approved by the employee's supervisor or the Superintendent.

(c) Vacation shall not be waived by an employee.

12.04: Vacation Pay. Vacation pay shall equal that amount that the employee would have received had he worked his regular schedule.

12.05: Carryover. An employee will be permitted to carry up to ten (10) eight (8) hour vacation days from one (1) year to the next if the employee's supervisor and the Superintendent approve. Application for a carryover of vacation benefits must be made on or before the last work day before June 15. An employee may carryover up to an additional five (5) vacation days if deferral of vacation time was made at the supervisor's request.

12.06: Death or termination. In the event of the separation or death of a regular appointed employee, vacation benefit due that employee is to be prorated.

12.07: Vacation accrual for 2020 Clericals:

Any clerical employee who works fifty-two (52) weeks per year and who works a reduced seven (7) hour day during the Easter, Christmas and summer recesses, shall be allowed to accrue and utilize vacation leave on an hourly basis in lieu of a daily basis. The intent of this provision is that when employees are on reduced schedule during Easter recess, summer recess, and Christmas recess, when such employees utilize vacation leave they will use seven (7) hours of accrued vacation time, rather than eight (8) hours of accrued vacation time.

ARTICLE 13: HOLIDAYS

13.01: Full-Time Employees.

(a) 52-Week Employee:

(1) Twelve-month (fifty-two week) employees will receive the following paid holidays: Fourth of July, Christmas Day, Labor Day, New Year's Day, Columbus Day, Patriot's Day, Veteran's
Day, Good Friday, Thanksgiving Day, Memorial Day, Day after Thanksgiving, Martin Luther King’s Birthday, Day before Christmas;

(2) December 26th is to be a paid holiday only for the fifty-two-week employees where the day after Christmas is a regular working day. December 31 to be a full-day holiday for fifty-two week employees, when December 31 falls on a regular work day.

(b) (1) 40-Week employees: Regularly scheduled 40-week employees (bus drivers, cafeteria staff, clerical, teacher aides, monitors, health office assistants and school nurses) will receive the following paid holidays: Columbus Day, New Year’s Day, Veterans’ Day, Patriot’s Day, Thanksgiving Day, Good Friday, day after Thanksgiving, Memorial Day, Christmas Day, Martin Luther King’s Birthday.

(2) In addition to those holidays noted in (b)(1) above, regularly scheduled forty-week employees may, at their option, receive pay for Christmas Eve provided they have available to them and elect to utilize one personal business leave day as provided in Section 16.01 of the agreement. It is understood and agreed that the use of personal business leave shall, in all other respects, remain unchanged.

(c) Forty-two-week But Less Than fifty-two-week employees: Regularly scheduled employees will receive the same paid holidays as forty-week employees plus Labor Day and the day before Christmas.

(d) If any full-time staff are required to work on the Martin Luther King Birthday holiday, another Friday or Monday will be scheduled for those employees to permit them to enjoy a long weekend.

13.02 Part-Time Employees.

(a) Any regularly scheduled part-time employee who works forty (40) or forty-two (42) weeks per year that are also regularly scheduled to work at least four (4) hours per day, twenty (20) hours per week, will be eligible for the following holidays with pay equal to the employee’s scheduled work hours not worked due to holiday observance: Christmas, Thanksgiving and Good Friday.

(b) Any regularly scheduled part-time employee can elect to apply his unused personal leave days as paid holidays. The election shall be exercised first for the following holidays before any others listed herein: Good Friday, Christmas, Thanksgiving, New Year’s.

(c) Any regularly scheduled part-time employee who works fifty-two (52) weeks per year shall receive the following holidays with pay equal to the employee’s regularly scheduled work hours not worked due to holiday observance: Good Friday, Christmas, Thanksgiving, New Years Day, Fourth of July and Labor Day.
13.03: Holiday Observance.

(a) When employees are scheduled to work on a holiday when the unit is not scheduled because it is a holiday, an attempt will be made to obtain volunteers from among the individuals who normally perform the work to be scheduled. If volunteers are unavailable, the supervisor shall make assignments on a rotating seniority basis.

(b) The day of actual holiday observance shall be mutually agreed by the Superintendent and the Union president or their designees, and the schedule will be published by the prior May 15.

(c) No other paid holidays will be granted.


(a) The rate of pay for each paid holiday will be regular pay.

(b) The rate of pay for each holiday worked shall be time and one-half for hours actually worked, plus the regular holiday pay.

(c) All paid holidays for those employees not on a full-time, fifty-two-weeks, eight hours per day schedule shall be prorated according to their regular assigned work.

ARTICLE 14: ANNUAL SICK LEAVE

14.01: Annual benefit.

(a) Each regularly scheduled forty-week but less than fifty-two week employee shall receive a total of thirteen (13) days paid sick leave per year.

Examples: (1) A forty-two week, six-hour per day employee would receive thirteen (13) six-hour sick days (see sections 14.01 (a) and 6.02 herein).

(2) An employee working forty-two three-day weeks (eight hours per day) would receive sixty percent of the full benefit (see section 14.01 (a)).

(b) Each regularly scheduled fifty-two week full-time employees shall receive eighteen (18) paid sick leave days per year. A part - time regularly scheduled fifty-two (52) week employee who works at least four (4) hours per day, but less than full-time, shall receive four (4) paid sick leave days per year.

Example: (1) A twenty-six (26) week, eight hour per day employee would receive nine (9) eight (8) hour sick leave days per year.
(c) Sick days for those employees not on a full-time, fifty-two-week, eight-hours per day schedule will be prorated according to their regular assigned work.

(d) New hires will accrue the paid sick time benefits for which they are eligible measured from their date of appointment to the following July 1, at the rate of 1/12th of the full benefit for each month of employment, rounded to the nearest full month.

(e) New hires and all eligible employees will have their annual benefit credited in advance on their first scheduled work day in the school year.

(f) When changing to a position with more or fewer hours, sick days shall be prorated on an hourly basis and rounded to the next higher one-half day (if necessary). Prorated accumulations may not exceed one hundred eighty days (180).

Examples:  
(1) Person A working six hours per day transfers to a position working eight hours per day. A had accumulated twenty six-hour sick days. Accumulated sick days for the eight-hour day position would be calculated thusly: 20 days x six hours/day = 120 hours. 120 hours divided by eight hours per day = fifteen eight-hour sick days.

(2) Person B working eight hours per day is transferred to a position working 6 hours per day. B had accumulated 20 eight-hour sick days. Accumulated sick days in the six-hour position would be calculated thusly: 20 days x eight hours per day = 160 hours. 160 hours divided by six hours per day = 26.67 or 27 six-hour days. (Note: Section 6.02 must be followed here. For example, if person B above was hired after January 1, 1981, there would be no further accumulation of sick days in the six-hour position. However, sick days already accumulated would not be lost).

(g) Part-Time Employees.

(1) Each regularly scheduled part-time employee shall be allotted a total of seven days of unpaid sick leave per year. These days shall not accumulate.

(2) In addition to the above allocation of paid sick leave days, each regularly scheduled part-time employee shall be granted up to three days of paid personal leave annually, prorated according to his/her regularly assigned work. Employees may use such days for personal business leave under the guidelines of Section 16.02, as paid sick leave or as a paid holiday per 13.02(b).
(3) **Incentive.** In addition to the allocation of paid days in (g)(1) above, and paid personal days in (g)(2) above, employees are eligible to receive an additional number of paid personal leave days per the chart below:

<table>
<thead>
<tr>
<th>No. Days Used in Any Contract Year*</th>
<th>Additional Paid Days For Next Year</th>
</tr>
</thead>
<tbody>
<tr>
<td>Perfect Attendance</td>
<td>3</td>
</tr>
<tr>
<td>1</td>
<td>2</td>
</tr>
<tr>
<td>More than 1</td>
<td>0</td>
</tr>
</tbody>
</table>

*Sick and/or Personal

(4) Maximum limit for paid personal leave days pursuant to Article 16 in any contract year—three days.

(5) Paid personal leave days may accumulate to a maximum of thirty.

(6) **Impact of sick leave or seniority.** Notwithstanding the provision of Section 7.04 regarding loss of seniority for each day of unpaid absence, **part--time employees shall not lose seniority credit for the first seven (7) days of unpaid sick leave absence in any one school year.** Part-time employees will lose seniority credit on a day-to-day basis for any days of unpaid sick leave absence in excess of the first seven (7) days of unpaid sick leave absence in any one school year. (See (g)(1) above).

14.02: **Sick leave usage.**

(a) Employees will be eligible for paid sick leave only when suffering from an illness or injury that would prevent the performance of his/her duties. Employees who fraudulently use or abuse sick leave in any regard, may be subject to disciplinary action including discharge.

(b) **Half or whole days only.**

(1) Sick days must be taken by half-days or whole days— not hours. Example: An employee who comes to work and in mid-morning goes home ill has the option of taking one full sick day or one-half day of sick leave and be deducted for the number of hours not worked in the morning. The same principle would apply if the employee left work ill in mid-afternoon. (See example in Section 11.09(g).)

(2) For those employees whose regular day is shorter than eight hours, one-half day of sick leave would be one-half the total number of hours worked per day.
(c) **Notice.**

(1) Notification of sick leave must be made by employees to their supervisor.

(2) Third shift employees. Sick call-off must be received by the facilities and operations office before 2:30 p.m. Such notice may be reduced or waived in case of an emergency. In such case, the employee's immediate supervisor may inquire into the nature of the emergency.

(3) Employees except third shift employees. An employee must have given notice of his/her absence due to illness to his/her immediate supervisor (or designee) as far in advance as possible, preferably at least one hour before the employee's regular shift starting time. The notice may be reduced or waived in case of an emergency. In such case, the employee's immediate supervisor may inquire into the nature of the emergency.

(d) **Accumulation of unused sick leave.** Unused sick leave for all employees may be accumulated to a maximum of one hundred-eighty days (180).

(e) **Use of unearned sick days.** All employees shall be credited with and may use their annual and accumulated sick leave allowances as of the first day of their employment year. Personnel terminating their service prior to the end of the school year not as a result of illness shall have deducted from their last pay warrant any pay received for used sick time that is unearned.

(f) **Use of accumulated sick leave time.**

(1) An employee anticipating a prolonged period of illness may use up accumulated sick leave with pay and then request a sick leave of absence without pay; or may save accumulated sick leave with pay and request a sick leave of absence without pay immediately upon the start of the absence.

(2) Employee requests for extraordinary unpaid leave of absence without pay must be submitted to the Superintendent in writing for appropriate action. Extraordinary unpaid leaves of absence shall not be granted for a period of longer than six (6) full months, except by action of the Niagara County Civil Service Commission.
(g) **Medical substantiation required.** An employee may be requested to furnish a medical certificate under the following circumstances:

1. for any personal illness which **equals** or exceeds three (3) consecutive work days;

2. where reasonable cause exists to believe that an employee may be abusing sick leave privileges (for example, calling off sick after being denied a time off request, or where review of the employee's record of sick leave usage demonstrates the existence of a pattern or practice). An employee required to obtain a doctor's statement must present same to the Superintendent or his designee within forty-eight (48) hours after the earlier of a) his/her return to work from an illness which **equals** or exceeds three (3) consecutive days, or b) after being directed by the Superintendent or his designee to submit such excuse. The District may require medical verification when the District has reason to suspect abuse.

(h) **Requirements for medical verification.** To meet the requirements of Section (g) above, a medical certificate must:

1. be signed by a person licensed to practice medicine;

2. state the date or dates on which the person signing the certificate **first** treated the employee for the illness or injury which resulted in the employee's absence **as well as any subsequent dates of treatment**;

3. state any duties and responsibilities that the employee is incapable of performing with the medical condition treated **such as but not limited to any and all restrictions on sitting, standing, walking, lifting; and any specific requirements as to the use of equipment such a standard shift and/or door opener equipment for bus drivers**;

4. **include any prognosis and expected date for full and/or partial recovery**;

5. **state the next scheduled treatment or appointment date**;

6. **state the probable date for return to work**.
The District reserves the right to verify any information contained in a medical verification form that conforms with the requirements of this section and attached is an appendix; Appendix (J, Page 90) for inclusion in the contract. District reserves the right to require this information for eligibility for such sick leave pay.

(i) The additional forms, Medical Evaluation Of Limitations; Appendix (K), (Page 91); Medical Authorization for Standard and Automatic Bus; Appendix (L), (Page 92); and Medical Clearance; Appendix (M), (Page 93); may only be utilized under the following circumstances:

1. Upon return from a Workers’ Compensation injury involving lost time in excess of three (3) days;
2. Upon any request for an accommodation due to an injury or illness;
3. Upon any request for consideration of light duty assignment;

14.03: Emergency family illness. Emergency illness in the immediate family may be charged against sick leave up to a maximum of twenty (20) days per year, provided the employee has earned enough sick days. "Emergency illness" is construed to be illness which could not be foreseen or anticipated, and which required immediate action on the part of the employee. "Immediate family" shall mean parent, child, husband, wife, parents of husband or wife, or any relative permanently residing in the personal household in which the employee also resides.

14.04: Reinstatement.

(a) An employee who takes a leave of absence of not more than ninety (90) calendar days shall return to the position held at the time the leave of absence began if such position then exists. Upon return from leave, those employees who take extended leaves of more than ninety (90) calendar days, shall return to a comparable position. An employee unable to work due to a workers’ compensation injury shall return to the position held at the time the leave began.

(b) In cases of illness which equals or exceeds three (3) consecutive work days, a doctor’s statement may be required to be submitted to authorize the return of the employee to work and to qualify the employee for pay. Reasonable notice (twenty-four (24) hours) that the employee is returning from sick leave must be made to the employee's supervisor. Failure to do so may result in additional lost time for the employee.

14.05: Reporting Absences. On a daily basis, if employees are unable to report to work, they must notify their respective supervisor prior to starting time. Supervisor will determine their policy of how the employee will notify the employer. Failure of the employee to notify the supervisor will result in a one (1) working-day loss of pay. The employee's supervisor may
require that the employees in the Transportation Department using the swipe card time-keeping system document the type of paid or unpaid leave used in a form for accounting purposes.

21. 14.06: **Workers' compensation leave:**

(a.) Days allowed for absence due to injuries suffered after July 1, 1976, **and up to the date of Board of Education ratification of April 2, 2003** on school District premises or in the line of duty covered by workers' compensation are subject to certification by a duly qualified physician as to duration of the disability and the return of the appropriate doctor's compensation form, shall not be deducted from sick time allowance. In such circumstances, the District will continue to pay the employee's regular salary and benefits for the period of disability. The amount of any weekly workers' compensation payment made for temporary disability due to said injury will be repaid to the District. The regular salary will not be paid for more than one hundred eighty (**180**) working days, after which the workers' compensation allowances will be assigned to the employee. **An employee may maintain paid medical insurance benefits, if otherwise so entitled, until terminated.**

(b.) Days allowed for absence due to injuries suffered **on and after the day after the date of Board of Education ratification referenced above of April 2, 2003** on school District premises or in the line of duty covered by workers' compensation are subject to certification by a duly qualified physician as to duration of the disability and the return of the appropriate doctor's compensation form, shall not be deducted from sick time allowance. In such circumstances, the District will continue to pay the employee's regular salary and benefits for the period of disability. The amount of any weekly workers' compensation payment made for temporary disability due to said injury will be repaid to the District. The regular salary will not be paid for more than one hundred twenty (**120**) working days, after which the workers' compensation allowances will be assigned to the employee. **An employee may maintain paid medical insurance benefits, if otherwise so entitled, until terminated.**

14.07: **Sick leave extension.** After vacation time, accumulated sick days and approved withdrawal from sick leave bank has been used, a permanent employee (40 to 52 weeks) who has served continuously for three years may apply to the board of education for additional sick leave extension with pay. Action on such requests is entirely controlled by the Board of Education.

14.08 **Sick leave accrual for 2020 Clericals:**

Any clerical employee who works fifty-two (52) weeks per year and who works a reduced seven (7) hour day during the Easter, Christmas and summer recesses, shall be allowed to accrue and utilize sick leave on an hourly basis in lieu of a daily basis. The intent of this provision is that when employees are on reduced schedule during Easter
recess, summer recess, and Christmas recess, when such employees utilize sick leave they
will use seven (7) hours of accrued sick leave time, rather than eight (8) hours of accrued
sick leave time.

ARTICLE 15: SICK LEAVE BANK

15.01: Purpose. The purpose of the sick leave bank is to provide additional sick days to the
enrolled participants who have suffered an illness or disability and have used all their accumulated
sick days. Benefits from the sick leave bank will be considered for personal illness or disability only.

15.02: Administration.

(a) The association will operate the sick leave bank for employees covered by this agreement.
Membership will be by donation in accordance with the guidelines established by the Union.

(b) The Superintendent will assist (that is, give permission for use of necessary office personnel)
in order to allow employees to utilize this benefit.

(c) The sick leave bank is not subject to the grievance procedure.

(d) The sick leave bank will be administered according to the guidelines herein. All
interpretations of these guidelines will be made by a committee of five (5) employees, hereinafter
referred to as Trustees, from various units appointed by the President of the Association and
approved by the Union's executive board. Sick leave bank guidelines will be given to each
employee; a copy of these guidelines shall be provided annually to the Superintendent of Schools.
Changes in procedure for administration of the sick leave bank will be affected by the Executive
Board of the Union.

15.03: Contributions. The initial donation and subsequent accumulation of sick days to the sick
leave bank will come exclusively from the non-instructional personnel in accordance with
guidelines. Donated sick days to the sick leave bank cannot be reclaimed.

15.04: Membership Guidelines.

(a) Membership in the sick leave bank is open to all employees covered by this agreement who
have been appointed by the board on a permanent basis and who are considered eligible for benefits.

(b) Application for membership (see attachment) is to be made between June 1 of the past school
year and October 1 of the current school year. Membership is effective when the application is
accepted by the trustees.

(c) New employees must join at the first available enrollment period after completing a year's
employment.
(d) Additional days may be donated to the sick leave bank by an employee upon retirement, not to exceed ten (10) days.

(e) The initial application for membership contains authorization to deduct a specified number of sick days each year. This authorization will be effective from year to year and there is no need to refile annually unless the employee chooses to change the donation. Sick days are to be shown in hours for record keeping purposes (e.g., employee working five (5) hours per day donates five (5) hour sick days).

(f) Members may terminate membership by written notification to the trustees. This must be done before October 1 to be effective that school year.

15.05: Application for benefits. Application for benefits must be submitted in writing to the sick leave bank trustees. A physician's verification of need for time off work is required. (See attached sample of form which will be supplied by the sick leave bank trustees.) Criteria used for individual evaluation of each case shall include but not be limited to (a) reason for request; (b) length of time requested; (c) employee's attendance record.

15.06: Exhaustion of other leave.

(a) A member requesting sick leave bank benefits must have exhausted all accumulated sick days and all but five vacation days. Forty (40) and forty-two (42) week employees can only receive benefits for time scheduled to work, i.e., cannot receive benefits for Christmas, Easter, etc., vacation or summer months when not designated to work.

(b) A member cannot use sick leave bank days while receiving pay under no-fault insurance.

15.07: Approvals.

(a) A majority vote of trustees of the sick leave bank is necessary to approve an application for benefits.

(b) Appeal from the trustee's denial of a request may be made to the Union executive board, whose decision shall be final and binding. Said decision shall be made by secret written ballot of the trustees.

(c) Sick Leave Bank benefits do not have to be repaid.

15.08: Maximum benefits. Maximum benefits for personal illness or disability can be granted by the trustees up to fifteen (15) days per year or ten percent (10%) of available days in the sick leave bank, whichever is less (e.g., if only one hundred days in bank, only ten (10) can be given). Stated maximum benefits can be extended with approval of the Union Executive Board.
15.09: **Notice to Administration.** The Superintendent of Schools shall annually receive a copy of the guidelines by which the sick leave is administered, and shall be entitled to immediate notice of changes effected in the administration of the sick leave bank. The Superintendent of Schools shall be provided with the requested data pertaining to employee contributions and withdrawals from the sick leave bank. Unit members may contribute up to three (3) days per year to the sick leave bank.

**ARTICLE 16: PERSONAL BUSINESS LEAVE**

16.01: **Benefit:** All regularly scheduled full time employees, and regularly scheduled forty (40) or more weeks employees may be granted up to three (3) days of paid personal leave annually. There shall be no accumulation of personal business days. Personal leave shall be deducted from accumulated sick leave.

16.02: **Usage.**

(a) **Purpose.** Personal leave is to be used for matters of urgent personal business which cannot be scheduled outside of regular working hours. Requests for personal leave shall, except in cases of emergencies or other unavoidable circumstances, be made to the immediate supervisor at least two (2) days prior to leave. The applicant need not specify the reasons for requesting a personal business day; nevertheless, as a condition of granting this paid leave, the applicant must certify and affirm that the applicant will use the leave only for matters of urgent personal business which cannot be scheduled outside of regular working hours.

(b) **Maximum approval for the same day.** A cap, as determined by the department supervisor or building principal, shall be established so as to provide for the maximum number of employees who may be approved for personal business leave use on the same day. Such number shall be published and a copy given to the Union by the department supervisor or building principal annually by September 15. Applications for the use of personal business leave shall be granted on a first-come, first-served basis. Total discretion for approval beyond the established cap is to be non-grievable.

16.03: **Without pay.** The above shall not preclude the granting of personal leave without pay where conditions do not warrant leave with pay.
ARTICLE 17: CHILD CARE

17.01: Purpose. Subject to the conditions set forth in this article, child-rearing leave shall be granted to any employee for the purpose of caring for a child who is newly resident in the employee's own home and remains resident in the home during the period of the leave. The duration of the child care leave shall be six months and in the case of a birth (or, in the case of a father, the first day the child is home) shall begin when an employee is medically cleared to return to work by her physician. In the case of an adoptive child the start date of such leave shall be the first day of residence and shall terminate six months after said date. The district shall have the right to request verification of any of the dates indicated in this section.

17.02: Advance written notice. Where the need for the leave can be reasonably anticipated in advance, as in the case of pregnancy, pending adoption, and the like, the employee shall give the Superintendent written notice of the impending need for the leave and as close an approximation as possible of the date when the employee requests the leave to begin.

17.03: Application.

(a) Actual application for the leave shall be submitted to the Superintendent at least thirty calendar days in advance of the first day of leave whenever possible and in no case later than the fifth actual day of absence, if immediate leave had to be taken without notice because of circumstances beyond the employee's control.

(b) The leave of absence will begin on the date specified by the employee in the application, unless changed by the employee with at least two weeks advance written notice to the Superintendent.

17.04: Without pay. Child-rearing leave is without pay or benefits of any kind.

17.05: Accumulation of seniority or service credit.

(a) Probationary service credit or seniority will not be granted for any period of time spent on child-rearing leave.

(b) When employees return from a child-rearing leave, they shall be recredited with all time accumulated benefits which they had accumulated as of the day prior to the first day of their leave.

(c) A regularly scheduled twelve-month employee who resumes active employment following a child-rearing leave of absence will be credited, for salary purposes, for a full year's service if the employee completed twenty-six (26) or more weeks of active service during the school year in which the child-rearing leave commenced.
(d) A regularly scheduled ten (10) month employee who resumes active employment following a child-rearing leave of absence will be credited, for salary purposes, for a full year's service if the employee completed twenty (20) or more weeks of active service during the school year in which the child-rearing leave commenced.

17.06: Notice of intent to return. An employee on leave shall confirm to the Superintendent in writing the employee's intent to return on the required day and such writing shall be delivered to the Superintendent not later than the sixtieth consecutive calendar day prior to the last day of the leave. Failure to give such notice on time shall be deemed to be a voluntary resignation by the employee which the Board of Education is entitled to accept effective as of the last day of the leave.

17.07: Failure to return. If the employee fails to file a timely leave application or a timely extension of leave application, or fails to resume active employment by the end of the granted leave period, the employee will be considered as having voluntarily resigned. The effect of any such resignation shall include permanent severance of employment with the District for all purposes under the law.

17.08: Return to same position. When employees return from child-rearing leave, they shall return to the same titled position they vacated at the beginning of the leave, but not necessarily in the same division or building location.

ARTICLE 18: BEREAVEMENT LEAVE

18.01: Duration. In the event that an employee is bereaved by the death of an immediate family member, such employee shall be granted a leave of absence, with pay, for a period not to exceed five (5) days. Bereavement leave shall be taken during the five (5) work days immediately contiguous with the death and funeral of the deceased.

(a) Immediate family defined. "Immediate family" shall mean the employee's parents, children, husband, wife, brothers, sisters, spouse's parents and any relative residing in the personal household in which the employee resides.

(b) Eligibility. All employees in the bargaining unit, including part-time employees, shall be eligible for this leave. Employees would be permitted to be absent with pay for two consecutive working days in the event of the employee's attendance at the funeral of a grandparent or grandchild. Employees would be permitted to be absent with pay for one (1) consecutive working day in the event of the employee's attendance at the funeral of a niece or nephew.

18.02: Other than immediate family. Only one day of bereavement leave per school year shall be granted for a funeral of other than the employee's immediate family for the purpose of attending the funeral or attending family matters at the site of the funeral. This leave day shall be deducted from sick leave.
ARTICLE 19: JURY DUTY

19.01: Jury service pay. Personnel whose names are drawn for jury duty and are unable to be excused will be paid their regular pay, but the pay they receive as a juror will be turned over to the District.

ARTICLE 20: EMERGENCY CLOSURE AND SNOW DAYS

20.01: Scheduled Employees.

(a) Closing of the School District. Employees scheduled to work on a day declared as an emergency day or snow day requiring the closing of all District schools shall be paid for up to four such days per year. There will be no pay for employees not regularly scheduled to work on such emergency or snow day.

(b) Closing of less than all District schools. When a single building or multiple buildings less than the whole School District are closed for emergency or snow days, employees in the closed schools may be given other assignments in the School District commensurate with their classification and abilities.

(c) After considering employee safety, the Superintendent of Schools will make a determination as to which essential personnel will be required to remain in the workplace (on overtime) on days when emergency school closing takes place.

20.02: Assignments. Employees arriving at school before knowing school is not in session shall be paid regular pay for the hours worked, plus regular pay for the emergency day. It is further understood it will be at the discretion of the Superintendent or his designee as to who will work. Overtime shall be computed as per Section 11.09 herein.

20.03: Supervision. Supervisors shall be given flexibility to assign personnel on emergency days. Personnel shall receive regular pay for hours worked plus emergency day pay.

20.04: Uniform directives. Directives from the Superintendent's office will direct the closing of schools in a consistent fashion.

20.05 Emergency Closing Days: Notwithstanding past practice, in the case of emergency closure, employees with pre-approved personal business days, pre-approved vacation days, pre-approved compensatory time days, or any type of sick leave days, shall not suffer any loss of accrued time credits on a day which is an emergency closure date for the entire District, or for that employee's individual building.
ARTICLE 21: INSURANCE

21.01: Social Security/Disability. All non-instructional employees are covered by Social Security, workers compensation and personal liability insurance as required by New York State and federal laws.

21.02: Group Health Insurance Plans.

(a) Benefit plans. The District shall set aside up to $32,000 for dental coverage premiums for employees. Should this amount not cover the entire premium, the employees shall pay the remaining premiums. In addition, the prescription program pro-ration shall apply for less than full-time employees. Optical coverage shall be added at the time such coverage is included in the District health insurance plans.

(b) Alternative plans. There shall be three Union members on any Superintendent's or other committee investigating alternate health insurance providers. There will be no change in carrier without mutual agreement.

Health coverage shall be through the Orleans-Niagara Health Insurance Consortium 80/20 Plan for eligible employees hired prior to July 1, 1995; such employees may elect coverage under the Community Blue I Plan available through the District. Health coverage shall be through the Community Blue I Plan for eligible employees hired on or after July 1, 1995. The Community Blue I Plan shall include the following riders:

B-13 nursing home and skilled nursing facility;

C-7 dependent 23 / student 23;

BR-3 extended medical care, but this rider shall be included only if extended medical care is not already included in the Community Blue I Plan;

Married couples in which each spouse is employed by the Niagara-Wheatfield Central School District shall be eligible for only one family plan; the other spouse shall receive the cash waiver. The waiver amount shall be $1,000/family or $500/single. The waiver payment shall be made twice yearly--in June and in December.

- Full-time, fifty-two week employees who work forty hours per week will be reimbursed for documented co-insurance payments made between July 1, 1995, and June 30, 1997.
21.02 (c) Traditional Indemnity Prescription Drug Co-Payments:

1. The District shall purchase riders through the Orleans-Niagara Health Insurance Consortium with prescription Co-payments of $0 generic and $7 brand name for all employees and retirees under traditional indemnity Blue Cross/Blue Shield effective July 1, 2003.

21.02 (d) HMO Prescription Drug Co-Payments:

1. The District shall purchase riders through the Orleans-Niagara Health Insurance Consortium with prescription Co-payments of $5 in-network for all employees and retirees under HMO coverage; effective July 1, 2003.

21.03: Ban on duplicate enrollments.

(a) Both spouses employed by the District: If both spouses are employed by the District, the District will pay for only one family plan.

(b) Ban when both spouses not employed by the District. This agreement prohibits enrollments at the District's expense if an employee or the employee's dependents are eligible for and elect coverage by any other group health insurance plan. For administrative purposes, dental and optical shall be considered separately from the basic group hospital, medical and prescription drug plan.

(c) Where a bargaining unit employee is eligible for coverage under another group health insurance plan, but elects coverage under the District's plan, the employee shall cooperate with the District in pursuing a contribution from the other employer toward the District's health plan premiums. The other (spouse's) employer's failure to contribute to the District's health plan shall not render the bargaining unit employee ineligible for District coverage.

(d) Where a bargaining unit employee elects alternate health insurance coverage pursuant to 21.03(b) above, the employee shall receive, in lieu of such coverage, an annual amount up to a maximum of $1,000, $500 payable in each of the last paychecks received in December and June. The employee may reenter the District's health insurance program upon thirty days advance written notice to the Director of Human Resources. Reentry shall be subject to the rules and regulations of the insurance carrier and further subject to a prorate rebate to the District of any pay in lieu of health insurance to the employee. (See Appendix B for waiver form and Appendix C for health application/continuation form.)

(e) This section (e) will apply only to employees hired prior to July 1, 1995. Notwithstanding other sections of this contract, an employee may carry the Niagara Wheatfield Group Health Insurance Plan as outlined in 21.02 at District expense as outlined in 21.04, 21.05 and 21.07 and another group health insurance plan under the following four conditions only:
(1) When a spouse is employed at a location where a Union welfare benefit plan makes no provision for a spouse to reject group health insurance coverage. To verify this condition and be eligible for coverage under the Niagara Wheatfield Group Health Insurance Plan, the employee or spouse must submit to the District a copy of a letter to the carrier or plan administrator requesting that health insurance be dropped under the plan as well as a copy of the response from the carrier or plan administrator stating that group health insurance coverage may not be dropped. If within sixty calendar days, the employee has not obtained a copy of the response from the carrier or plan administrator stating that group health insurance may not be dropped, an employee may carry the Niagara Wheatfield Group Health Insurance Plan on the basis of the employee’s good faith attempt to assist the District in verifying that the spouse may not reject group health insurance coverage. Nothing herein shall prohibit the District from attempting to verify that a spouse’s group health insurance coverage may not be dropped.

(2) Where a spouse’s death benefit includes payment of premiums for a group health insurance policy. A copy of a letter from the carrier or plan administrator verifying this condition must be submitted to the District for the employee to be eligible for coverage under the Niagara Wheatfield Group Health Insurance Plan. If within sixty calendar days the employee’s request for such a letter has not been satisfied, an employee may carry the Niagara Wheatfield Group Insurance Plan on the basis of the employee’s good faith attempt to verify this condition. Nothing herein shall prohibit the District from attempting to verify this condition.

(3) Where a spouse’s retirement benefit includes payment of premiums for a group health insurance policy. A copy of a letter from the carrier or plan administrator verifying this condition must be submitted to the District for the employee to be eligible for coverage under the Niagara Wheatfield Group Health Insurance Plan. If within sixty calendar days the employee’s request for such a letter has not been satisfied, an employee may carry the Niagara Wheatfield Group Health Insurance Plan on the basis of the employee’s good faith attempt to assist the District in verifying this condition. Nothing herein shall prohibit the District from attempting to verify this condition.

(4) Where a divorce decree orders the former spouse’s payment of premiums for the group health insurance policy. A copy of the divorce decree or a letter from the carrier or plan administrator verifying this condition must be submitted to the District for the employee to be eligible for coverage under the Niagara Wheatfield Group Health Insurance Plan. If within sixty calendar days the employee’s request for such a letter has not been satisfied, an employee may carry the Niagara Wheatfield Group Health Insurance Plan on the basis of the employee’s good faith attempt to assist the District in verifying this condition. Nothing herein shall prohibit the District from attempting to verify this condition.

21.04: Basic plan premium payments.

(a) Full-time employees. The District will pay the entire monthly premium required to obtain and maintain the basic group health plans (other than the drug plan) in effect for eligible full-time employees during the term of this agreement.
(b) **Part-time employees:** The following schedule shall apply for the basic group health plan coverage (other than the drug plan) for employees appointed after January 1, 1981: four (4) hours per day, less than six (6), employee will pay fifty percent (50%) and the Board of Education will pay fifty percent (50%). Six (6) hours per day, less than eight (8), employee will pay twenty-five percent (25%) and the Board of Education will pay seventy-five per cent (75%). Eight (8) hours per day, the Board of Education pays one hundred per cent (100%). **Employees who work less than twenty (20) hours per week are eligible for the district’s health insurance program if and only if they pay 100% of the premium cost and remain current (no more than thirty (30) calendar days in arrears) with their required premium payments.**

### 21.05: Drug Plan Premium Payments.

(a) **Full-time employees.** The District will pay the entire monthly premium required to obtain and maintain the prescription drug coverage in effect for:

1. all full-time employees who are scheduled for fifty-two (52) weeks and at least 2020 hours, and
2. those who are scheduled for forty (40) or more weeks at least eight (8) hours a day.

(b) **Part-time employees.** The District will pay a portion of the monthly premium required to obtain and maintain the prescription drug coverage in effect for part-time employees according to the following schedule:

<table>
<thead>
<tr>
<th>Scheduled Hours/Week</th>
<th>District Pays</th>
<th>Employee Pays</th>
</tr>
</thead>
<tbody>
<tr>
<td>35 or more</td>
<td>87.5%</td>
<td>12.5%</td>
</tr>
<tr>
<td>30 or more</td>
<td>75.0%</td>
<td>25.0%</td>
</tr>
<tr>
<td>25 or more</td>
<td>62.5%</td>
<td>37.5%</td>
</tr>
<tr>
<td>20 or more</td>
<td>50.0%</td>
<td>50.0%</td>
</tr>
<tr>
<td>Under 20</td>
<td>00.0%</td>
<td>100.0%</td>
</tr>
</tbody>
</table>

(c) **Employees who work less than twenty (20) hours per week are eligible for the district’s prescription drug insurance program if and only if they pay 100% of the premium cost and remain current (no more than thirty (30) calendar days in arrears) with their required premium payments.**

### 21.06: Continuation of Group Insurance—Layoff.** Employees who are terminated due to excessing of staff shall be entitled to two months of health insurance coverage paid by the District. Following this period, the District shall allow the excessed employee to participate in the District health insurance program for up to one year or as required by COBRA regulations, whichever is longer, subject to cancellation at such time as the employee becomes employed. Payment shall be made by
the employee by the first of the month for which coverage is purchased or the employee shall automatically be dropped from the plan.

21.07: **Continuation of group insurance-- retirement.**

(a) Employees, who for at least five full years before retirement, were regularly assigned to annual schedules of forty or more weeks may convert their unused sick leave days into a monetary value to continue paying basic health insurance coverage after retirement. Coverage and premiums are to be paid only during the life of the retired employee and after age sixty-five premiums will be paid for complimentary coverage. The surviving spouse shall have the option of either receiving any cash value remaining after the death of the retiree or continued health insurance coverage until the retiree's fund is exhausted.

(b) The total number of unused sick leave days shall be multiplied by the daily rate the employee is receiving at the time of retirement and then divided by two (2). The resulting figure will be the total amount available to continue paying health insurance after retirement. Each month, the total premium cost will be deducted from the above resulting figure until the total amount available has been used, at which time the employee may choose to continue paying the premiums through the District at the employee's expense. A cash option is also available which would pay eighty percent (80%) of the total amount of medical insurance continuation payments as calculated above, in cash to the person retiring in one (1) lump sum subject to taxes.

(c) In the event the retired employee is working for an employer that provides health insurance coverage, the payment made by the District shall terminate. If a national health insurance program is enacted to replace the present or future health insurance, this program shall be void and all accumulated days shall be lost, providing the same or similar coverage is provided.

(d) Once an employee is out of this program, the employee cannot return.

(e) For purposes of Section 21.07, only, employees may accumulate sick leave up to two hundred (200) days. For any current District employee in excess of one hundred eighty (180) days accumulation, said employees personal maximum cap of accumulated sick leave days shall be set for that individual by the number of accumulated sick leave days standing to his or her credit on July 1, 2000. This shall be the maximum individual cap for each of these individuals. Any days utilized after July 1, 2000 by these individuals, shall deplete the amount subject to payment, but the cap shall remain in place for each individual.

(f) Retirement credit (see Section 22.04 below) shall not be affected by Section 21.07.

(g) For non-covered employees, spouses who are ineligible for coverage pursuant to 21.03(a), such employees shall have the option of applying their unused sick leave toward their spouses' family plan in retirement or taking the cash option based on their individual sick leave days accumulation.
21.08 Unpaid Leave of Absence: An employee that requests a leave of absence pursuant to the Family Medical Leave Act shall be entitled to medical insurance continuation as per the law and regulations of the FMLA. For all employees not covered by the FMLA, and for all leaves not covered by the FMLA, such employees shall be entitled to medical insurance coverage for the partial month in which the leave begins, and shall be required to pay medical insurance premiums to maintain medical insurance coverage for any months thereafter, pursuant to COBRA rules.

ARTICLE 22: RETIREMENT

22.01: NYSLERS: The District shall participate as an employer in the New York State Employees Retirement System with all benefits to be determined by the laws, rules, and regulations of said system. The current options for Sections 75 – (i), and 41 – (j) shall remain in effect for the employees covered by these options.

22.02 Retirement Fund

(a) The District agrees to establish a non-elective employer contribution pursuant to IRS section 403 (b) and the rules and regulations adopted pursuant to this section, for those employees who are “eligible” and who “retire” as those terms are hereinafter defined with at least twenty-five (25) years of District service. This contribution shall be eight thousand five hundred dollars ($8,500) for an employee who retires with at least twenty-five (25) years of District service but less than thirty (30) years of District service, and shall be ten thousand dollars ($10,000) for an employee who retires with thirty (30) or more years of District service. These payments shall be established as of the date of signature after ratification of a successor agreement and shall be non-retroactive, and cover only eligible employees who retire after that date. For employees with the years of service as indicated herein and who also meet all the other requirements in paragraphs a, b, and c, and who have retired between the dates of July 1, 2002; and the date of Board of Education ratification of April 2, 2003, the contribution rate shall be at fifty percent (50%) of the rates as listed in this paragraph.

(b) “Eligible employee” defined: In order to be eligible for receipt of this non-elective employer contribution, an employee must have at least twenty-five (25) years of continuous service with the District and also be eligible for the immediate receipt upon resignation for retirement purposes of pension benefits from the NYSSLERS and for at least five (5) full years prior to retirement, must be regularly assigned to annual schedules of forty or more weeks per year, and of at least twenty hours per week.
(c.) "Retire" defined – "Retire" for purposes of this article shall mean the cessation of employment with the District and the immediate receipt of pension benefits from NYSSERS. Post-retirement employment shall not preclude receipt of this benefit so long as there is continued receipt of NYSSERS benefits.

(d.) Employees who receive this non-elective employer contribution are eligible for participation in the district's health insurance program (subject to the rules and regulations of the Providers) and are permitted, but not required, to use said funds to maintain health insurance through said plan.

(e.) The benefits generated by section 21.07 of the current contract shall be paid into this fund as non-elective employer contributions based on the current formula of eighty percent (80%) of the cash value of the amounts generated by the current formula in 21.07 (b) and (e), for any employees who are otherwise eligible for a non-elective employer contribution.

ARTICLE 23: CAFETERIA, MAINTENANCE, TRANSPORTATION TERMS AND CONDITIONS

23.01: Uniform allowance—cafeteria. Effective July 1, 1999, a yearly uniform allowance is to be given to cafeteria personnel in September as follows: cook, $125.00; food service helper, $105.00; motor equipment operator, $105.00; health office assistant, $105.00. In addition, terry cloth aprons will be provided. This allowance shall be prorated for new employees and for employees leaving during the year. Any prorated amount owing shall be deducted from such employee's last pay warrant. Uniforms must be worn by all cafeteria employees during working hours in accordance with the cafeteria manager's uniform policy.

23.02: Uniform allowance—maintenance. Effective July 1, 1999, a $125.00 yearly uniform allowance will be provided to head custodians and custodians, all permanently appointed employees of the buildings and grounds department, and maintenance and custodial units except to lead cleaners, cleaners and cleaner-monitors.

23.03: Uniform allowance—transportation. Effective July 1, 1999, a $215.00 yearly uniform allowance will be provided to each full-time bus garage mechanic, mechanic helper and laborer. The employees shall be responsible for laundering or cleaning these uniforms. The annual allowance shall be prorated for new employees and for employees whose employment ends during the year. In the latter instance, any advance payment of an allowance shall be deducted from the employee's final pay warrant. The uniform must be worn during working hours in accordance with the instructions of the Transportation Supervisor.
23.04: **Smocks--Clerical.** One (1) smock-type garment shall be provided by the District for each office with a photocopier for clothes protection of clerical employees.

23.05: **Maintenance Personnel--Miscellaneous.**

(a) Custodial personnel assigned to weekend and holiday building checks shall be paid a minimum of two hours pay at the applicable rate for each day (Saturdays, Sundays and holidays), or, if extra time is necessary, time and one-half (whichever is greater). The senior high school head custodian shall be provided a uniform. Other chlorine handlers shall have access to protective clothing when handling chlorine. Buildings to be checked as required by the director of facilities and operations.

(b) The District will replace broken and worn tools which are personally owned and supplied by each maintenance worker. Each maintenance worker will be required to account for his own tools. District and personal tools shall be conspicuously and permanently labeled.

(c) One cleaner (second shift) at each elementary school shall be designated by the director of facilities and operations as the shift leader and shall receive an extra $.11/hour while serving as shift leader. Seniority and qualifications shall be considered in determining shift leaders. Qualifications and duties shall be developed by the director of facilities and operations.

(d) Any personnel receiving uniforms at the District’s expense on July 1, 1999 will continue to receive uniforms, but shall not receive a uniform allowance.

23.06: **Posting and work assignments--Transportation.**

(a) **Automotive mechanic.** An automotive mechanic should be on duty at all times at the bus garage when buses are operating for regular day school.

(b) **Vacancies.** All personnel vacancies or newly formed runs must be posted by the Human Resources office. Seniority and qualifications shall be applied to determine the new appointee. Posting as it applies to a specific route will be the responsibility of the transportation supervisor.

(c) **Posting Procedures.**

(1) When a route vacancy for a bus driver exists, the vacant route will be posted district-wide and externally for five days by the Human Resources Office. The qualified regularly appointed driver with the most seniority who bids during the posting period will receive the assignment.
(2) If no regularly appointed driver applies during posting time for the route vacancy, substitutes may be considered and/or the district may hire externally.

(e) Appointed driver absence: regular runs. The transportation supervisor will fill vacancies caused by absence of a regularly assigned driver with available part-time drivers or substitutes, or in an emergency, with garage personnel who are qualified drivers. In the case of mid-day runs, the mid-day extra work wheel will first be exhausted before making assignments in accordance with the previous sentence. Reassigned part-time drivers or garage personnel will receive their regular rate of pay. Drivers shall not give up any part of their regular assignment to accept extra work, except as specifically provided in the extra work wheel provisions of this agreement.

(f) Preparation of Routes: Preparation of routes and lists of passengers will be accomplished annually at the bus garage under the supervision of the transportation supervisor.

(g) Warm-up time: From November 1 to April 1 or the beginning of Easter vacation, whichever comes first, when weather conditions warrant, the transportation supervisor may approve up to fifteen additional minutes warm-up time. Any problems associated with the scheduling of this additional time shall be discussed between the transportation supervisor and a designated representative of the Union.

(h) Punch-In Time: Bus Drivers: Punch-in time for bus drivers shall be ten (10) minutes in advance of the route starting time as determined by the head bus driver, except for the period November 1 to April 1 (per Section 23.06.g herein). Payment for time under this “ten minute time” not covered under the normal 1/4 hour payroll provisions shall be handled by a procedure mutually agreed upon by the payroll office, the director of human resources, and the transportation supervisor.

(i) Reimbursement for CDL: Bus Drivers: Effective July 1, 1999, the District shall reimburse all permanently appointed employees who must drive a bus for the difference between the cost of a regular drivers license and a commercial drivers license upon the next renewal of said license after their permanent appointment.

23.07: Pay for extra and parochial routes: transportation. Payment for bus drivers who drive parochial or special routes on days when Niagara-Wheatfield schools are not in session shall be as follows:

(a) Bus drivers on parochial routes may drive their regular route and then be released from duty on such days.

(b) If the employee does not work the full designated time, the employee will be paid only the time of the parochial or special route.
23.08: Pay for canceled trips - transportation.

The District will make every effort to contact Drivers to notify of trip cancellation. However, if a trip is cancelled, either with or without notice, the driver has the option of accepting either three (3) hours pay or the next available unassigned trip.

23.09: Safety eye-glasses. Prescription safety eye glasses will continue to be supplied to mechanics, mechanic helpers and laborers for work in the bus garage upon recommendation of the transportation supervisor to the Superintendent or his designee.

23.10: Safety shoes—maintenance and transportation.

(a) Upon purchase of approved safety shoes by employees in the job classifications listed below and reimbursement by the District to the employees for said purchase in accordance with 23.10(b) below, the wearing of such safety shoes by the employees shall be a condition of employment. The District recommends that the employees listed below wear safety shoes while on the job: lead auto mechanic, auto mechanic, all laborers, carpenter, auto mechanic helper, stores clerk, plumber, head maintenance person, painter, maintenance helper, groundsperson, electrician.

(b) Reimbursement schedule: Effective July 1, 1999, $70.00 annually.

23.11: Subcontracting transportation. In the event that the District and the association agree on the decision and the impact of the decision to contract transportation services to an outside concern, references to transportation employees contained in this agreement shall be deleted for abolished positions. A reference to this deletion shall be included in any final memorandum of agreement concerning the decision or impact.

23.12: Lunch period: cafeteria. Each day cafeteria staff who work a minimum of six hours per day shall receive a duty-free paid lunch period of not less than thirty (30) minutes, scheduled at the discretion of the cafeteria manager. Cafeteria staff working at least four hours but less than six hours shall be entitled to 15 minute paid break period. Cafeteria staff who work less than four hours shall not be entitled to any paid break period. In addition, all cafeteria staff shall receive a free lunch.

23.13 Bus Route Changes- Consequences –

(a.) Vacancies will be posted as the route was constructed prior to it becoming vacant, unless a change to that run is necessitated by circumstances beyond the District’s control. Routes will be reviewed for transportation department efficiency purposes on an annual basis. Route integrity will be upheld whenever possible. Once a vacancy is filled per,
Section 23.06 (d) the route cannot be changed, unless such change is necessitated by circumstances beyond the District’s control.

(b.) If a run must be reduced due to circumstances beyond the District’s control, the following procedure shall apply:

1.) Prior to the School Year (July first to first day of October):

   a.) If the reduction is known to be necessary prior to the beginning of the school year, the run will be reconstructed to be made whole in appointed hours with non-bid on pieces of work.

   b.) It shall then be bid if vacant, or maintained by the incumbent if not.

   c.) Should there not be enough non-bid on work to make the position whole in hours, the incumbent may exercise their contractual bumping rights. If there is no incumbent in the position under these circumstances, the reduced position may be posted as is.

2.) After the beginning of the School Year (1st day of October to June 30):

   a.) If the reduction of a run is necessitated due to circumstances beyond the District’s control after the start of the school year, the affected employee may exercise bumping rights, to bump a less senior person with the same or fewer than their appointed hours prior to reduction.

   c.) If a run must be increased at any time due to circumstances beyond the District’s control, and the increase is for thirty (30) minutes or more, or if the increase changes the benefit status of the run, the run will be considered a vacancy, and thus posted and bid per Article 23.06(c) and (d) of the Collective Bargaining Agreement. If any increase in a run causes a dual position holder to be scheduled beyond eight (8) hours in a day, that person may exercise their bumping rights, to bump a less senior person with the same or fewer than their appointed hours at the Transportation Department prior to the increase. If any increase in a run causes a single position holder to be bumped from their run by a person with greater seniority, that person may exercise their bumping rights, to bump a less senior person with the same or fewer than their appointed hours at the Transportation Department prior to the increase.
ARTICLE 24: MISCELLANEOUS

24.01: **Physical Examinations.** All personnel who are required to undergo annual physical examinations must use one of the school physicians or a doctor requested by the employee as appropriate to the nature of the examination and approved by the District. The examination shall conform to District standards. Additional blood work, lab tests, and other medical procedures which are not part of the District's standard examination and any fees which are in excess of the amount paid to the District's physicians shall be paid by the employee. The District will assume the cost of a chest x-ray, if one is required, performed at a testing facility selected by the District; or by an approved employee physician otherwise, the employee will pay the full cost of chest x-rays. The District will assume the cost of these annual and pre-employment physicals which are performed by one of the school physicians, and will reimburse employees for such physicals, if performed by other than a school physician, up to the amount which the District would pay to the school physician for such physical.

24.02: **Work opportunities during Superintendent conference days.** The Union and the District have no intention to discourage employee attendance at all Superintendent conference day activities, but employees who are not required and voluntarily choose not to attend the conference day will be offered their normal day's work before the District employs substitutes to perform that person's work.

24.03: **Flextime work schedule.** Administrators may develop and implement flexible work schedules during summer recess which are acceptable to their subordinates. These schedules may include variable daily starting and quitting times and four-day work weeks for individual employees. These arrangements are not permitted if they result in curtailment of District services or reduction of employee normal weekly work hours or precipitate overtime expense to the District. Adoption of a flextime schedule will not change an employee's existing full-time or part-time status.

24.04: **Mileage.** Unit members who are required to use their personal vehicle in the performance of their duties shall be paid the IRS rate. Required forms shall be submitted quarterly.

24.05: **Tax-sheltered annuities.** Employees shall have the privilege of having tax-sheltered annuities deducted from their salary using the companies currently involved at Niagara-Wheatfield. The District's only responsibility shall be to deduct and transmit the funds designated by the employees. If an error in a deduction is made, the District agrees to promptly correct the error as soon as it is brought to the attention of the payroll department. Except for such an error on the part of the District, the Union and any individual employees involved with tax -- shelter annuity deductions hereby hold harmless the District for any and all liability or legal expenses incurred in connection with the tax-sheltered annuity program.

24.06: **Amendment of contract.** No provision of this agreement may be deleted, waived or changed, and no provision may be added to this agreement by implication or by any other means other than a written, dated amendment to this agreement signed by authorized representatives of the Union and the District.
24.07: **Complete agreement.** This agreement constitutes the entire and complete record of the binding commitments between the Union and the District. From and after the execution date of the agreement, no other document shall constitute a binding commitment between the parties unless both of the following conditions are satisfied:

(a) It is dated on or after the execution date; and

(b) It is signed by duly authorized representatives of the Union and the District.

24.08: **Past policies and practices.** The District is not obliged to continue any practice or policy except to the extent, if any, set forth expressly in a particular provision of this agreement.

24.09: **Supremacy of contract.** This agreement supersedes any rule, regulation, policy or practice of the District, the continuance of which would violate an express provision of this agreement.

24.10: **Bargaining during the term of agreement.** During the term of this agreement, neither the Union nor the District shall be required to negotiate with the other respecting any matter, whether covered in this agreement or not, but this shall not preclude negotiations by mutual agreement on any matter, or the negotiation for a successor to this agreement.

24.11: **Printing of contract.** The Union and the District will share the costs of printing the contract 50/50, provided that copies are distributed to employees within no more than thirty working days after the contract is executed. If later, the District will pay 100% of the printing cost.

24.12: **Conference Days:** On Superintendent conference days, employees not regularly scheduled to work shall not be paid. Employees not regularly scheduled to work may not use sick time, personal leave time or compensatory leave time accruals. Employees scheduled to work shorter hours who call in sick or attempt to use personal or compensatory time shall be paid only for the number of hours of leave they would have received had they worked the hours scheduled to be worked.

24.13: **Clerical Assignments during recess periods:**

Such employees who are normally assigned to a seven (7) hour work day during recess periods of summer, Christmas and Easter will be allowed to work over seven (7) hours if said time has been authorized by their immediate supervisors in writing on an "as needed" basis.
ARTICLE 25: TOBACCO

25.01: **Use of tobacco products.** Effective **July 1, 2002,** unit members shall refrain from the use of tobacco products on all school District property.

ARTICLE 26: REASONABLE SUSPICION DRUG & ALCOHOL TESTING

26.01 **Definitions.** The following terms, when used within this Article of the Collective Bargaining Agreement, shall be defined as follows:

(a) **Alcohol** means the intoxicating agent and beverage alcohol, ethyl alcohol, or other low molecular weight alcohols, including methyl or isopropyl alcohol.

(b) **Alcohol Use** means the consumption of any beverage, mixture or preparation containing alcohol.

(c) **Authorized District-wide Administrator** shall mean either the Superintendent, Assistant Superintendent, Director of Human Resources or School Business Executive.

(d) **Covered Employees** means all employees in the SRP unit not subject to testing under federal regulations. This Article shall not pertain to employees that are covered by the federal regulations which require more comprehensive drug testing than this particular Article. In the case of any employee who is subject to testing under federal regulations, federal regulations shall control.

(e) **Prohibited Alcohol Concentration** means the alcohol in a volume of breath expressed in terms of grams of alcohol per 210 liters of breath as indicated by a test of an individual's blood or urine. A prohibited concentration of alcohol shall be any alcohol concentration of 0.05 or greater.

(f) **Prohibited Drug Use** shall mean use of marijuana, cocaine, opiates, amphetamines, or phencyclidines. The District shall establish a program which provides for testing for these prohibited drugs and drug metabolites. No employee shall use, distribute, dispense, possess or manufacture any prohibited drugs or alcohol while on duty or while on District property or in a District-owned vehicle, or a privately owned vehicle being used for District business during employee’s work hours.

(g) **Reasonable Suspicion.** The District determination that reasonable suspicion exists to require a covered employee to undergo an alcohol and/or drug test shall be based on specific, contemporaneous, articulable observations concerning the appearance, behavior, speech or body odors of an employee, or an employees admitted or discovered use or possession of prohibited drugs or alcohol on District premises while on duty. The required observation shall be made by a supervisor, either directly by said supervisor or after said supervisor has been advised by either a
student or another employee or another person of potentially suspicious behavior. If so advised by a person other than the supervisor, the supervisor must have personally made a determination regarding reasonable suspicion. Prior to said testing, the reasonable suspicion determination must be communicated to an authorized District-wide Administrator who is responsible for authorizing a drug and/or alcohol test. A supervisor may not require testing without authorization of a Districtwide authorized Administrator. If a District-wide Administrator authorizes testing, he/she will send the Union President a written record of the articulable observations upon which the testing decision was based within two (2) business days of said authorization.

(h) **Refusal to Submit** to a drug or alcohol test means that an employee fails to provide adequate breath and/or urine for testing without a valid medical explanation after he or she has received notice of the requirement to be tested pursuant to this contractual procedure, or engages in conduct that clearly obstructs the testing process. Refusing to submit to an alcohol or prohibited drug test may result in disciplinary action. Any violation of the terms of this article by a covered employee may be grounds for disciplinary action in a progressive manner.

(i) **Substance Abuse Professional (SAP)** means a licensed physician (medical doctor or doctor of osteopathy) or a licensed or certified psychologist, social worker, employee assistance professional or addiction counselor (certified by the National Association of Alcoholism and Drug Abuse Counselors Certification Commission), with knowledge of and clinical experience in the diagnosis and treatment of drug and alcohol-related disorders.

26.02 **Reasonable Suspicion Testing.** The District and the unit agree that the District shall have the right to require employees to engage in drug and alcohol testing upon reasonable suspicion of a supervisor which is afterwards approved and authorized by a Districtwide Administrator, of inappropriate alcohol or prohibited drug use either while on duty or in violation of the prohibitions of this policy. The employee's supervisor must have reasonable suspicion as herein defined and authorization of a Districtwide official. However, the Districtwide official authorizing the test does not need to make an independent personal verification of the reasonable suspicion determination. This test shall be at the District's expense.

26.03 **Preliminary Meeting.** If an employee receives a positive test result, a preliminary meeting shall be held with a representative of the employer and the employee and his or her representative to determine whether the employee chooses to participate in a program of evaluation by a substance abuse professional and any resulting recommended rehabilitation program recommended by that substance abuse professional. In a first instance of reasonable suspicion, the employee may choose not to participate in any evaluation by a substance abuse professional. Such evaluation is mandatory for second instances and beyond. Participation in a rehabilitation program is mandatory upon the second instance and beyond.

26.04 **Rehabilitation.** An employee who participates in a rehabilitation program or a detoxification program at his or her expense shall be allowed to charge sick leave, compensatory leave, or vacation leave credits while such employee participates in a rehabilitation or detoxification program. If no leave credits are available, such employee may be placed on a leave of absence
without pay for the period of rehabilitation or detoxification not exceeding six (6) months. Upon certification of successful completion of said program, the employee shall be returned to his or her position.

26.05 Discipline. The District reserves any and all rights to discipline employees for just cause, up to and including dismissal, if said employee tests positively and said employee has been found to have engaged in conduct which constitutes just cause for discipline. Nothing in this policy shall preclude the right of the District to impose discipline, up to and including dismissal, against an employee pursuant to the District's existing disciplinary authority, based on just cause and subject to employee rights in Article 5 herein.

26.06 Right to Representation. The employee will be entitled to consult with a Union representative when asked to undergo a test upon reasonable suspicion, but this right shall not cause a delay in the testing procedure, nor shall failure to exercise this right invalidate test results or preclude discipline based on test results. The failure to obtain counsel or representation in this particular instance shall not be grievable or arbitrable.

26.07 Costs of Tests: Challenging of Test Results. Testing will be performed by an outside agency in order for impartiality and confidentiality to be maintained. Both prohibited drug and alcohol tests will be conducted by certified and qualified professionals. In both instances, a confirmation test will be conducted should the initial test prove positive. In the case of alcohol testing, all testing shall be done by either breathalyzer and/or blood test. In the case of testing for prohibited drugs, urine specimen collection may be observed at the discretion of the testing agency and all specimens will be separated into two (2) samples. If the initial sample tests positive, then the employee has the right to request that the split sample be tested by a laboratory of his or her choosing (within seventy-two (72) hours of being notified by the medical review officer) at the employee’s expense. If the results of the second test show that the initial test result was a false positive, the District will assume the cost of the second test and employee will be reimbursed for any work time used for the second challenging test. The District shall pay for all costs associated with the administration of the alcohol or prohibited drug tests.

26.08 Payment of Wages: Test Time. The District shall pay the employee for the time required to undergo the reasonable suspicion testing, but the District shall not be obligated to pay employees for any follow-up testing, or evaluation by a substance abuse professional. An employee may use accumulated credits for any recognized rehabilitation program recommended by a substance abuse professional if that employee has accrued sick leave credits standing to his or her credit. All time spent administering the initial reasonable suspicion testing, including travel time, will be paid at the employee’s regular rate of pay or their overtime rate if applicable. Employees will be on the payroll up to the time that an initial positive test result has been achieved as a result of reasonable suspicion testing.

26.09 Call In Procedure. If an employee is called to report to duty, for overtime duty or other than his usual start time, the employee is obligated to acknowledge the use of alcohol or any drug or other substance which might impair the employee’s ability to perform his job duties. In such cases, the
employee will not be required to report to work. This section, however, shall in no manner, reduce, eliminate or otherwise affect any existing duty of employees to be reasonably available and capable of reporting to work at their usual start time without any drug or alcohol impairment.

26.10 **Unpaid Leave of Absence.** If the employee is not terminated by appropriate disciplinary proceedings for misconduct, an unpaid leave of absence will be allowed for follow-up testing and treatment if directed by a substance abuse professional on an in-patient or out-patient basis, provided that the employee may use accumulated sick leave, vacation and/or personal time in accordance with current Collective Bargaining Agreement provisions.

26.11 **Statutory Implications.** Nothing in this policy shall be construed to diminish any rights which may apply to employees under the Family and Medical Leave Act or other relevant laws, nor shall granting of any time off by the District be considered in any way, a recognition of Americans with Disabilities Act (ADA) status of any such employee by the District.

26.12 **Reinstatement.** Reinstatement to an employee’s position in a second instance after rehabilitation will be made upon certification that the employee has satisfactorily completed a rehabilitation program and that a substance abuse professional recommends return to regular assignment. The employee’s supervisor retains the right to assign and manage personnel in accordance with the Civil Service Law and the Collective Bargaining Agreement.

26.13 **Confidentiality.** Employees’ alcohol and prohibited drug test results and records will be maintained under strict confidentiality by the District, the drug testing laboratory, the alcohol testing facility and the medical review officer. The results cannot be released to any party except a substance abuse professional without the written consent of the employee. Statistical records and reports will be maintained by the District and the alcohol and drug testing provider. Records concerning an employee’s treatment for alcoholism or drug-related or substance abuse problems shall remain separate from personnel files. However, nothing herein shall prohibit the introduction of test procedures and results in any drug or alcohol disciplinary grievance, arbitration or associated litigation.

26.14 **Training.** Supervisors responsible for determining, through direct observation, whether an employee is capable of performing his or her duties or making a determination of reasonable suspicion shall have appropriate training pursuant to federal regulations. The Director of Human Resources or his or her designee shall arrange for training of all supervisors who may be utilized to determine “reasonable suspicion” as defined herein.

26.15 **Distribution and Dissemination of Policy.** The Director of Human Resources shall distribute to all employees covered by this Agreement, a copy of this Article of the Contract and appropriate educational materials that explain the requirements of the drug and alcohol testing procedures prior to the start of the alcohol and prohibited drug testing program. Union representatives shall also be notified of the distribution of this information.
26.16 Relief From Duty. Employees who are suspected of being unfit for duty may not remain at the workplace. Such situations which result in a positive determination of reasonable suspicion should be documented in writing immediately. An employee who is impaired shall not be allowed to drive home from the workplace. After reasonable suspicion issues have been resolved, as well as testing arranged for and accomplished, an employee may arrange transportation home with a member of his or her family or friend of the employee or in a taxi at the employee’s expense. If all other alternatives are exhausted, a District supervisor may allow an employee to be driven home by a District employee either in his own vehicle or in a District vehicle. An employee being sent home under the influence of alcohol or prohibited drugs, who was not allowed to remain at work, shall not be considered to be a disciplinary suspension for that day. The employee may be entitled to charge any accruals for any portion of the day that he is sent home. After removal is achieved, the supervisor will review whether disciplinary charges and/or suspension and/or other administrative actions are appropriate.

26.17 Consequences of a Positive Test. Positive test results for an employee shall be defined as a refusal to take a prohibited drug test or alcohol test, refusal to give a sample or positive test results as determined by testing and confirmation. If a positive test results without any other form of misconduct that would give rise to discipline, the following are the potential consequences:

POSITIVE TEST FOR PROHIBITED DRUGS OR DRUG METABOLITES OR ALCOHOL CONCENTRATION OF .05 OR GREATER:

(a) First Instance - Mandatory referral to EAP; Voluntary referral to a SAP; Voluntary rehabilitation program as may be recommended by the SAP, with verification to the employer;

(b) Second Instance - Up to thirty (30) days suspension and mandatory referral to EAP; Mandatory referral to a SAP; Mandatory rehabilitation program as recommended by the SAP, with verification to the employer;

(c) Third Instance Within Two (2) Years of Second Instance - Termination.

The District reserves any and all rights pursuant to Article 5 of this Agreement and Section 26.05 to discipline employees up to and including termination for any just cause for any misconduct that may have occurred by the employee, despite the fact that the employee may have been impaired by either a prohibited drug or alcohol at the time of the misconduct, if said misconduct would otherwise warrant any type of discipline. Refusal or failure to comply with any mandatory rehabilitation program upon any instance of a positive test shall be considered to be misconduct constituting grounds for discipline.
ARTICLE 27: SCHOOL NURSE POSITION

27.01 Creation of New Positions. Any school nurse positions created shall be a forty (40) week position with either a seven (7) hour position if the position is not a traveling nurse position, or, either a six (6) hour position or a six and one half (6.5) hour if the position is a traveling nurse position.

27.02 Upgrade of Positions.

(a) That the District shall create school nurse positions on a gradual basis as each incumbent of the Health Office Assistant title leaves employment. The Health Office Assistant titles that become vacant may be replaced with School Nurse titles and School Nurse positions will be created in lieu of Health Office Assistant positions as per District discretion. If any current Health Office Assistant who is an Licensed Practical Nurse (L.P.N.) completes the education and licensure requirements for a registered nurse (R.N.) and actually receives her Registered Nurse’s license, that Health Office Assistant position will be upgraded to a School Nurse position on July 1st following the receipt of said license. Such upgrade will be done with the Health Office Assistant being placed on Step 5 of the School Nurse schedule or on a step which results in an increase of at least $1.50 per hour, whichever results in the greater increase, but not both. Such employee shall advance on the salary schedule as per normal past practice after placement on said schedule.

(b) The District will agree to post for a transfer, any health office assistant position which is either created or becomes vacant. The District will fill the vacancy by posting for transfer. The District will then be allowed to, if anyone transfers into that vacancy, create the next vacancy as a school nurse position.

ARTICLE 28: TRANSFERS

28.01: District Right To Transfer. The District has the right to transfer employees. The posting and trial period provisions of Article 8 do not confer on an employee a vested right to a particular work location.

28.02: Notice of Transfer. If the District intends to transfer an employee within the employee’s job classification from one building to another due to job performance (either positive or negative), the District will give notice of the proposed transfer to the employee and the Association President no less than five (5) working days before the proposed effective date of the transfer and will, upon request received within two (2) working days after receipt of that notice, meet with the employee and/or a designated Association official to discuss the reason(s) for the transfer.
28.03: Meeting. For all transfers of an employee within the employee's job classification from one building to another, other than those covered in Section 28.02, the District will notify the employee and the Association President of the transfer as soon as practicable, but not necessarily before the transfer is made. Upon request received within two (2) working days after receipt of that notice, the District will meet with the employee and/or a designated Association official to discuss the reason(s) for the transfer.

28.04: Procedure. When transferring an employee within the employee's job classification to a different building, the District will first determine whether there is an available vacancy which is, in the District's judgment, suitable for the employee to be transferred to. If there is none, the District will next determine whether there is an employee currently holding a position which is, in the District's judgment, suitable for the employee to be transferred to, who will volunteer to exchange positions with the employee to be transferred. If there is none, the District will transfer the employee to the position of an employee holding a position which is, in the District's judgment, suitable for the employee to be transferred to, and if there are multiple such suitable positions, the position of the least senior employee shall be chosen.

28.05: Grievances Regarding Continuation.

A. The District's decisions and actions to transfer employees are not subject to the grievance and arbitration provisions of this Agreement. However, if an employee who has been transferred within the employee's job classification from one building to another continues in the transferred position for more than ninety (90) calendar days after the effective date of the transfer, the employee may file a grievance (with appeal to arbitration) on the sole issue of whether the District had any valid reason to continue the transfer after the ninetieth (90th) calendar day.

B. A claim that the District has failed to follow the procedures of this Article 28 is subject to the grievance and arbitration provisions of this Agreement.

28.06: Written Notices. All notices/notifications and requests under this Article 28 shall be given in writing.

28.07: Posting. Nothing in this Article 28 shall be construed to relieve the District of the requirements of Article 8 concerning the posting of vacancies, provided that the District may exercise its right to transfer an employee to a vacant position prior to posting that position, but thereafter shall post the position from which the employee was transferred in accordance with the provisions of Article 8.

28.08: Transportation Dept. Nothing in this Article 28, except 28.01 and the first sentence of 28.05A, shall be applicable to the Transportation Department. Nothing in this Article 28, except 28.01 and the first sentence of 28.05A, shall be applicable to changes in job locations and/or assignments within an employee's job classification within the same building.
ARTICLE 29: EXTRA WORK WHEELS
TRANSPORTATION DEPARTMENT

29.01. The District and the NWSRP hereby agree to create a "Mid-day Extra Work Wheel" an "A.M. Trip Wheel," a "P.M. Trip Wheel" and a "Weekend/Overnight Trip Wheel;" pursuant to the following terms, conditions, definitions and procedural rules. These wheels will become effective on September 1, 2002.

29.02. Mid-Day Extra Work Wheel -

   a. Definition - For purposes of this Article, midday extra work shall be defined to be work as defined herein which begins after 9 a.m. and finishes before 2 p.m. In order to be able to sign up for work on this midday extra work wheel, employees must have no conflicting assignment between the hours of 9 a.m. and 2 p.m. Assignments that are made pursuant to this wheel may include but not be limited to BOCES runs, ISS, early dismissals, private and parochial pickups and drop-offs and any other pieces of mid-day work which occur during regular school hours other than field trips. This midday extra work wheel shall also be used to cover assignments of drivers with regularly assigned mid-day runs who are absent due to illness or other reasons.

   b. Operation - The midday extra work wheel shall be a weekly wheel and appointed bus drivers may sign up for an entire week by 12 noon on the preceding Friday for the week which follows and begins on Monday at 9 AM and ends Friday at 2 PM. The period for signing shall close at 12 noon on Friday. Once the signing period is closed, the names of appointed bus drivers will be ranked for bidding pursuant to this article in order of their district seniority date for single appointment drivers and by unit seniority date for dual appointed drivers. Pieces of work will be assigned on a daily basis by using the wheel for the entire week and will generally be assigned by 12 noon on the school day preceding the piece of work. It is the employee's responsibility to physically personally sign the sign up list for said wheel. This wheel shall rotate by the district seniority date for single appointment drivers and by unit seniority date for dual appointed drivers and each new week, the wheel will start with the driver who is next in seniority following the driver who received the last assignment in the previous week. Taking an assignment or refusing an assignment shall constitute an employee's turn at the wheel. In the case of assignments covering the same time period, the assignment reasonably believed by the Transportation Supervisor or Head Bus Driver to be the longer assignment shall be assigned to the more senior driver.
29.03 A.M. Trip Wheel -

a. Definition - For purposes of this Article, “A.M. Trips” shall be defined to be those trips starting before 2:00 p.m. If an A.M. trip is outside of the zone indicated on the attached map, hereby incorporated by reference as Appendix J as if fully set forth herein, it will be posted as an “A.M. Trip – Outside the Zone-either “One Way” or “Driver Remains”. For trips outside the zone, drivers may give up their entire regular A.M. portion of their route or any other conflicting portions of their route in order to be assigned said trips. If an A.M. trip is inside of the zone indicated on the attached map, Appendix J, it will be posted as an “A.M. Trip – Inside the Zone.” In order to be able to sign up for trips which are posted as “A.M. Trip- Inside the Zone”, employees must have no regular assignment which conflicts with the any part of the trip.

b. Operation - The “A.M. Trips” work wheel shall be an individual posting for each trip. Those trips will be posted as soon as possible and the sign-up period shall close at 12:00 noon on the school day preceding the day of the trip. Once the list is closed, appointed drivers’ names will be ranked for bidding pursuant to this article in order of their district seniority date for single appointment drivers and by unit seniority date for dual appointed drivers. Each new list will start with the driver in the new list who is next in seniority following the driver who received the assignment from the last list. Said trips will generally be assigned by 12:00 noon on the school day preceding the trip. It is the employee’s responsibility to physically personally sign the sign up list for said trip. This wheel shall rotate by district seniority date for single appointment drivers and by unit seniority date for dual appointed drivers. Taking an assignment or refusing an assignment shall constitute an employee’s turn at the wheel. In the case of assignments covering the same time period, the assignment reasonably believed by the Transportation Supervisor or Head Bus Driver to be the longer assignment shall be assigned to the more senior driver.

29.04 P.M. Trip Wheel -

a. Definition - For purposes of this article, “P.M. Trips” shall be defined to be any trips starting after 2:00 p.m. If a P.M. trip is outside of the zone indicated on the attached map, hereby incorporated by reference as Appendix J as if fully set forth herein, it will be posted as a “P.M. Trip – Outside the Zone- Drop- Off, Remain, and Return.” For trips outside the zone, drivers may give up their entire regular P.M. portion of their route in order to be assigned said trips. If a P.M. trip is inside of the zone indicated on the attached map, Appendix J, it will be posted as a “P.M. Trip – Inside the Zone.” If the most senior appointed driver on the wheel has a conflict with his regular route, that driver shall complete his regular route and the Transportation Supervisor or Head Bus Driver may take whatever steps are necessary to accomplish the conflicting part of the trip (usually the “drop-off”) and the non-conflicting part of the trip will then be assigned, by seniority, to the most senior driver on the wheel. If the most senior driver on the wheel has no conflicting assignment, that driver may be assigned the
entire trip.

b. Operation – The "P.M. Trips" work wheel shall be an individual posting for each trip. These trips will be posted as soon as possible and the sign-up period shall close at 12:00 noon on the school day preceding the day of the trip. Once the list is closed, appointed drivers' names will be ranked for bidding pursuant to this article in order of their district seniority date for single appointment drivers and by unit seniority date for dual appointed drivers. Each new trip assignment will start with the driver next in seniority on the new list following the driver who received the assignment from the last list. Said trips will be assigned pursuant to these sign-up sheets by noon on the school day preceding the trip. It is the employee's responsibility to physically personally sign the sign up list for said trip. This wheel shall rotate by district seniority date for single appointment drivers and by unit seniority date for dual appointed drivers. Taking an assignment or refusing an assignment shall constitute an employee's turn at the wheel. In the case of assignments covering the same time period, the assignment reasonably believed by the Transportation Supervisor or Head Bus Driver to be the longer assignment shall be assigned to the more senior driver.

29.05. Weekend/Overnight Trip Wheel -

a. Definition - For purposes of this Article, "Weekend/Overnight Trips" shall be defined to be any trips which extend over either a weekend or any part thereof or entail overnight accommodations. In order to be able to sign up for a posted trip on this "Weekend/Overnight Trips" work wheel, the driver shall be allowed to give up their entire regular route in order to sign up on the wheel for said trip.

b. Operation – The "Weekend/Overnight Trips" wheel shall be an individual posting for each trip. These trips will be posted as soon as possible and the sign-up period shall close at 12:00 noon on the school day preceding the day of the trip. Once the list is closed, appointed drivers' names will be ranked for bidding pursuant to this article in order of their district seniority date for single appointment drivers and by unit seniority date for dual appointed drivers. Each new trip assignment will start with the driver next in seniority on the new list following the driver who received the assignment from the last list. Said trips will be assigned pursuant to these sign-up sheets by noon on the school day preceding the trip. It is the employee's responsibility to physically personally sign the sign up list for said trip. This wheel shall rotate by district seniority date for single appointment drivers and by unit seniority date for dual appointed drivers. Taking an assignment or refusing an assignment shall constitute an employee's turn at the wheel. In the case of assignments covering the same time period, the assignment reasonably believed by the Transportation Supervisor or Head Bus Driver to be the longer assignment shall be assigned to the more senior driver.
29.06. General Provisions -

A. Emergency assignments - Unavailability - The following terms and conditions apply to all of the above wheels covered by this Article of the collective bargaining agreement. Emergency assignments for purposes of this subdivision shall be defined as those which are necessitated by the refusal or unavailability of the person assigned pursuant to operation of the relevant wheel. Emergency assignments other than those for which the District has less than two (2) hours prior to pull-out time to make the assignment may be made by the supervisor to the next person on the wheel in seniority order who is able to unconditionally accept the trip when requested. If the next person is either not available or refuses, or cannot be contacted, the supervisor shall attempt to make assignments from the relevant wheel, and shall attempt to assign the trip to at least five (5) persons from the relevant wheel. If a person on the wheel either is not available or refuses, or cannot be contacted, the next person on the wheel shall be contacted. If the first five people on the wheel are either unavailable, or refuse, or cannot be contacted, or in the event the District has less than two (2) hours to make the trip assignment prior to the pull-out time of the trip, the District may make the assignment to any available personnel without regard to names on the wheel and said assignment may be made from available personnel present at the garage, or accessible by telephone, substitutes, or mechanical staff, without regard to seniority or preference of one group over another, or one individual over another.

B. Emergency assignments - Other - Emergency assignments for purposes of this subdivision shall be defined as (1) those trips which the Transportation Department did not know about until after 12:00 noon on the school day before the trip, or (2) those assignments of trips where no appointed driver has signed for on the relevant wheel. The District shall establish an "Emergency Assignments Trip Wheel" for said assignments. This Emergency Assignments Trip Wheel shall be an annual work wheel and employees may sign up for an entire school year by September 10 of that school year. The period for signing shall close at 12 noon on September 10, (or if Sept. 10 is a weekend day, the next school day). Once closed, the names will be ranked in order of district seniority for single appointment drivers, and in order of unit seniority for dual appointed drivers. Any persons wishing to add their names after September 10 will be added for that school year in the order of addition but after all the names ranked in seniority order. Each emergency trip assignment other than those for which the District has less than two (2) hours to make the assignment will start with the driver next in seniority on the emergency trip wheel following the driver who received the last assignment from the emergency assignments trip wheel. This wheel shall rotate by district seniority date for single appointment drivers and by unit seniority date for dual appointed drivers. Taking an assignment or refusing an assignment shall constitute an employee's turn at the wheel. In the case of assignments covering the same time period, the assignment reasonably believed by the Transportation Supervisor or Head Bus Driver to be the longer assignment shall be assigned to the more senior driver. Emergency assignments may be made by the supervisor to the next person on the wheel in seniority order who is able to unconditionally accept the trip...
when requested. If the next person is either not available or refuses, or cannot be contacted, the supervisor shall attempt to make assignments from the emergency wheel, and shall attempt to assign the trip to at least five (5) persons from the emergency wheel. If a person on the wheel either is not available or refuses, or cannot be contacted, the next person on the wheel shall be contacted. If the first five people on the wheel are either unavailable, or refuse, or cannot be contacted, or in the event the District has less than two (2) hours to make the trip assignment prior to the pull-out time of the trip, the District may make the assignment to any available personnel without regard to names on the wheel and said assignment may be made from available personnel present at the garage, or accessible by telephone, substitutes, or mechanical staff, without regard to seniority or preference of one group over another, or one individual over another.

C. Cancellation of trips - If a trip is canceled for any reason the matter is covered by section 23.08.

D. This new Article of the collective bargaining agreement replaces Sections 23.06, subdivisions (b.) rotating of runs, and (f.) extra runs. These are the only two (2) subdivisions replaced by this article and these subdivisions (except for the first sentence of 23.06(f.)) are hereby deleted from the contract. Both parties also hereby agree to delete the title of "Mechanic Helper" from Section 23.06(a) and to change the word "shall" to the word "should" in that section.

ARTICLE 30: OTHER
OVERTIME WHEELS

30.01 Overtime Wheel for Teacher Aides, Monitors and Food Services Personnel

A. “Overtime” and “extra work” as used in this section shall be defined to mean extra work opportunities which occur during the school year, necessitating additional hours of duty, outside the regularly assigned hours of duty. This wheel shall not apply to summer work.

B. If the opportunity for extra work occurs, necessitating overtime in the opinion of management, such opportunity to work overtime shall be offered to the employee holding the position who would normally do the work on regular straight time, during regular business hours. If there is more than one (1) employee who would normally do the work in question, the work opportunity shall be offered to said employees in order of seniority.

C. If the employee who would normally do the work refuses the overtime,
management may reschedule the work to be done at another time, not necessarily on
time. If the work in the opinion of the District management may not be rescheduled,
then the opportunity to work overtime shall be offered to other employees within the same
title, within the same building, on a seniority basis with the most senior being asked first
and upon refusal, continuing in seniority order within the same title, within the same
building.

D. If all employees within the same title, within the same building, refuse the
opportunity to work overtime, management may reschedule the work to be done at another
time, not necessarily on overtime. If the work, in the opinion of the District management
may not be rescheduled, the Director of Human Resources shall obtain a person to
accomplish the work by using the District-wide seniority list for that title, in seniority
order. If the person or persons requested refuse assignments, the next person or persons
on the list will be contacted until a person accepts the assignment; provided that the
District is not obligated to request an employee, who has already been asked and refused
pursuant to paragraphs B and C above to work overtime a second time for the same
opportunity. The next available assignment will be to the next person in seniority order on
the list, following the person last assigned. If all persons refuse the District may then take
whatever steps are necessary to accomplish the work. The SRPA does not waive any claim
to exclusivity should the District accomplish the work with personnel who are not from
within the bargaining unit.

E. Any allegations of inappropriate assignments of overtime opportunities shall
be grievable through the arbitration stage of the grievance procedure. Any remedy of such
grievance shall be limited to the assignment of the next available overtime opportunity,
provided that the next available opportunity occurs within ninety (90) calendar days of the
assignment. If the next opportunity does not occur within ninety (90) calendar days of the
assignment, the remedy shall be limited to the payment of the number of overtime or extra
work hours worked, at the appropriate rate, to the appropriate person who should have
been offered the overtime, or extra work opportunity. Only one (1) employee, the next
person on the list, shall be paid, on each occasion, unless the overtime or extra work
involved the assignment of more than one person to work overtime or extra work.

30.02 Overtime Wheel for Clerical Employees

A. "Overtime" and "extra work" as used in this section shall be defined to
mean extra work opportunities which occur during the regular school year, (and during
the summer months for fifty-two (52) week employees,) necessitating additional hours of
duty, outside the regularly assigned hours of duty. This wheel shall not apply to
assignments of summer work to forty (40), forty-two (42), or forty-four (44) week
employees.
B. If the opportunity for extra work occurs, necessitating overtime in the opinion of management, such opportunity to work overtime shall be offered to the employee holding the position who would normally do the work on regular straight time, during regular business hours. If there is more than one (1) employee who would normally do the work in question, the work opportunity shall be offered to said employees in order of seniority.

C. If the employee who would normally be assigned the work refuses the overtime, management may reschedule the work to be done at another time, not necessarily on overtime. If the work in the opinion of the District management may not be rescheduled, then the opportunity to work overtime shall be offered to other employees within the clerical unit, as one unit, within the same building, on a seniority basis with the most senior being asked first and upon refusal, continuing in seniority order within the clerical unit, as one unit, within the same building.

D. If all employees within the same building within the clerical unit, refuse the opportunity to work overtime, management may reschedule the work. If the work, in the opinion of the District management may not be rescheduled, the Director of Human Resources shall obtain a person to accomplish the work by using the District-wide clerical seniority list, in seniority order, with all clerical titles considered to be within one unit. If the person or persons requested refuse assignments, the next person or persons on the list will be contacted until a person accepts the assignment; provided that the District is not obligated to request an employee, who has already been asked and refused pursuant to paragraphs B and C above to work overtime a second time for the same opportunity. The next available assignment will be to the next person in seniority order on the list, following the person last assigned. If all persons refuse the District may then take whatever steps are necessary to accomplish the work. The SRPA does not waive any claim to exclusivity should the District accomplish the work with personnel who are not from within the bargaining unit.

E. If the overtime or extra work occurs during the summer months for fifty-two (52) week employees, the above rules will be applicable to only the fifty-two (52) week employees working those months.

F. Any allegations of inappropriate assignments of overtime opportunities shall be grievable through the arbitration stage of the grievance procedure. Any remedy of such grievance shall be limited to the assignment of the next available overtime opportunity, provided that the next available opportunity occurs within ninety (90) calendar days of the assignment. If the next opportunity does not occur within ninety (90) calendar days of the
assignment, the remedy shall be limited to the payment of the number of overtime or extra work hours worked, at the appropriate rate, to the appropriate person who should have been offered the overtime, or extra work opportunity. Only one (1) employee, the next person on the list, shall be paid, on each occasion, unless the overtime or extra work involved the assignment of more than one person to work overtime or extra work.

30.03 Overtime Wheel for Bus Mechanics, Bus Attendants and Transportation Laborer

A. For Purposes of this Section of the collective bargaining agreement “overtime” or “extra work” shall be defined to mean overtime or extra work opportunities which occur within the title of Bus Mechanic, Bus Attendant and Transportation Laborer and shall specifically exclude bus driving. If the opportunity for overtime or extra work within title other than driving a bus occurs, necessitating overtime or extra work in the opinion of management, such opportunity to work overtime or extra work shall be offered to all employees within the same title, on a seniority basis with the most senior being asked first and upon refusal, continuing in seniority order within title. This wheel does not apply to summer work for employees who are not fifty-two (52) week employees.

B. If all employees within title refuse the opportunity to work overtime or extra work, the district may reschedule the work, or take whatever action necessary to accomplish the work, within its own judgment and discretion. The SRPA does not waive any claim to exclusivity should the District accomplish the work with personnel who are not from within the bargaining unit.

C. Any allegations of inappropriate assignments of overtime opportunities shall be grievable through the arbitration stage of the grievance procedure. Any remedy of such grievance shall be limited to the assignment of the next available overtime opportunity, provided that the next available opportunity occurs within ninety (90) calendar days of the assignment. If the next opportunity does not occur within ninety (90) calendar days of the assignment, the remedy shall be limited to the payment of the number of overtime or extra work hours worked, at the appropriate rate, to the appropriate person who should have been offered the overtime, or extra work opportunity. Only one (1) employee, the next person on the list, shall be paid, on each occasion, unless the overtime or extra work involved the assignment of more than one person to work overtime or extra work.

30.04 Overtime Wheel for Health Office Employees

A. Emergency overtime situations-In the case of a medical emergency which requires overtime, no wheel shall apply in the district shall take any and all steps to deal
with the emergency medical situation. The SRPA does not waive any claim to exclusivity should the District accomplish the work with personnel who are not from within the bargaining unit.

B. If the opportunity for non-emergency overtime or extra work occurs, necessitating overtime in the opinion of management, such opportunity to work overtime shall be offered to the employee holding the position who would normally do the work on regular straight time, during regular business hours. If there is more than one (1) employee who would normally do the work in question, the work opportunity shall be offered to said employees in order of seniority.

C. If the employee who would normally be assigned the work refuses the overtime, management may reschedule the work to be done at another time, not necessarily on overtime. If the work in the opinion of the District management may not be rescheduled, then the opportunity to work overtime shall be offered to other employees within the same title, within the same building, on a seniority basis with the most senior being asked first and upon refusal, continuing in seniority order within the same title, within the same building.

D. If all employees within the same title, within the same building, refuse the opportunity to work overtime, management may reschedule the work. If the work, in the opinion of the District management may not be rescheduled, the Director of Human Resources shall obtain a person to accomplish the work by using the District-wide seniority list for that title, in seniority order. If the person or persons requested refuse assignments, the next person or persons on the list will be contacted until a person accepts the assignment; provided that the District is not obligated to request an employee, who has already been asked and refused pursuant to paragraphs B and C above to work overtime a second time for the same opportunity. The next available assignment will be to the next person in seniority order on the list, following the person last assigned. If all persons refuse the District may then take whatever steps are necessary to accomplish the work. The SRPA does not waive any claim to exclusivity should the District accomplish the work with personnel who are not from within the bargaining unit.

E. Any allegations of inappropriate assignments of overtime opportunities shall be grievable through the arbitration stage of the grievance procedure. Any remedy of such grievance shall be limited to the assignment of the next available overtime opportunity, provided that the next available opportunity occurs within ninety (90) calendar days of the assignment. If the next opportunity does not occur within ninety (90) calendar days of the assignment, the remedy shall be limited to the payment of the number of overtime or extra work hours worked, at the appropriate rate, to the appropriate person who should have
been offered the overtime, or extra work opportunity. Only one (1) employee, the next person on the list, shall be paid, on each occasion, unless the overtime or extra work involved the assignment of more than one person to work overtime or extra work.

F. For purposes of this overtime wheel article only, School Nurses and Health Office Assistants shall be considered to be in the same title for assignment of overtime purposes.

ARTICLE 31: DURATION

31.01: Term. This agreement shall become effective July 1, 2002, unless otherwise expressed or intended and shall remain in effect until June 30, 2006. If a new agreement is not in effect by the latter date, the terms of this agreement shall remain in full force and effect until superseded by a new negotiated agreement in accordance with PERB rules, regulations and decisions.

31.02: Ratification. This agreement has been ratified by the parties whose undersigned representatives have been duly authorized to execute this agreement.

FOR THE DISTRICT:

JUDITH H. HOWARD, ED.D.
SUPERINTENDENT OF SCHOOLS

May 7, 2003

DATE

FOR THE UNION:

KATHY AUL
SRP UNION PRESIDENT

5-5-03

DATE

MAUREEN KAUS,
BOARD OF EDUCATION PRESIDENT

May 7, 2003

DATE

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APPENDIX A
MEMORANDUM OF AGREEMENT

Accumulation and Use of Compensatory Time for Part-Time Employees

It is agreed by and between the Niagara Wheatfield Central School District ("District") and the Niagara-Wheatfield School Related Personnel Association ("Union") that Section 11.06(a), "Compensatory Time," of the 1991-1994 Agreement shall be interpreted as follows:

A. Bargaining unit employees, whether full-time or part-time, who perform additional hours of service beyond their regularly scheduled workday have the option of selecting either:

(i) Pay at the appropriate rate (straight time to and including eight hours in any one workday or forty hours in any one workweek) or

(ii) Overtime pay, at the rate of time and one-half (3/2) the employee's regular hourly rate for all time worked beyond eight (8) hours in any one day or forty (40) hours in any workweek; or

(iii) The equivalent amount of compensatory time subject to the following limits:

(a) 240 hours for full-time employees;
(b) two weeks of scheduled hours for part-time employees (a 24 hour per week employee could accumulate 48 hours).

B. Part-time employees who accrue compensatory time may use such time to receive pay at the normal number of hours per day, for sick leave, personal business leave (subject to the requirements of §16.02) or any other appropriate leave for which an employee would not normally be paid. Such day(s) shall count as "deduct" days pursuant to §14.01(g)(6) and §7.04 when compensatory time is used to provide pay for such day(s).

C. Part-time employees who are scheduled to work 52 weeks per year shall be allowed to take, subject to the agreement of his/her supervisor, up to two (2) weeks of vacation time per year without having such time deducted from his/her seniority. Accrued compensatory time may be used, at the option of the employee, to provide pay, at the normal number of hours per day, for such vacation time.

D. Compensatory time earned, accrued and used shall be reported to the Principal Account Clerk on a quarterly basis on the regular Compensatory Time Report form. It shall be the responsibility of the employee and the supervisor to ensure that the Quarterly Report is submitted in a timely manner.

For the Niagara Wheatfield School Related Personnel Association

by: ________________________
Date: 3/10/93

For the Niagara Wheatfield Central School District

by: ________________________
Date: 3/10/93

For the Niagara Wheatfield Board of Education

by: ________________________
Date: 3/10/93
1. I affirm that I am eligible for coverage under a group health plan through the employer of my spouse, other family member or as a result of other employment as follows:

- single coverage
- two person coverage
- family coverage

2. I hereby waive my right to health insurance which I would otherwise be entitled to as follows:

<table>
<thead>
<tr>
<th>HEALTH INSURANCE</th>
<th>RIDERS</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>EMPLOYEE WORKS:</strong></td>
<td><strong>DISTRICT PAYS:</strong></td>
</tr>
<tr>
<td>4-4.95 hrs/day</td>
<td>50%</td>
</tr>
<tr>
<td>5-5.95 hrs/day</td>
<td>62.5%</td>
</tr>
<tr>
<td>6-6.95 hrs/day</td>
<td>75%</td>
</tr>
<tr>
<td>7-7.95 hrs/day</td>
<td>87.5%</td>
</tr>
<tr>
<td>8 hrs/day</td>
<td>100%</td>
</tr>
<tr>
<td>Full-time for Position</td>
<td>100%</td>
</tr>
</tbody>
</table>

3. In exchange for waiving my right to such coverage for the entire year, the District will pay directly to me, the appropriate amount as follows:

<table>
<thead>
<tr>
<th>EMPLOYEE WORKS</th>
<th>DISTRICT PAYS TO EMPLOYEE</th>
</tr>
</thead>
<tbody>
<tr>
<td>4-4.95 hrs/day</td>
<td>$500.00</td>
</tr>
<tr>
<td>5-5.95 hrs/day</td>
<td>$750.00</td>
</tr>
<tr>
<td>8 hrs/day</td>
<td>$1,000.00</td>
</tr>
</tbody>
</table>

4. Waiver payments for a full year of coverage will be made in two (2) equal installments semi-annually. Waiver payments for less than a full year shall be prorated.

5. I accept this arrangement during the term of my active employment with the District, but may re-enter the District's health insurance plan upon thirty (30) days' advance written notice to the School Business Executive. Re-entry shall require a proration of any waiver payments for the period of re-entry.

6. I understand that my election to waive health insurance coverage followed by an election to reinstate such coverage is limited to once per year.

7. I/we have read the above and swear or affirm it is true to the best of my/our knowledge.

Employee Signature: ___________________________ Employee Printed Name: ___________________________ Date: ____________

Sworn to and subscribed before me this _____ day of __________, 2001.

______________________________
NOTARY PUBLIC
APPENDIX B

NIAGARA WHEATFIELD CENTRAL SCHOOL DISTRICT
and
NIAGARA WHEATFIELD SCHOOL RELATED PERSONNEL

HEALTH INSURANCE WAIVER AGREEMENT

(a) \textbf{Waiver}

I, \underline{______________________}, an employee of the Niagara Wheatfield Central School District ("District"), do hereby agree to waive my right to Health Insurance under the terms of the Collective Bargaining Agreement between the District and the Niagara Wheatfield School Related Personnel Association. \textbf{I CERTIFY THAT I AM CURRENTLY COVERED BY ADEQUATE HEALTH INSURANCE THROUGH MY SPOUSE, OTHER FAMILY MEMBER, OR AS A RESULT OF OTHER EMPLOYMENT.} In exchange for waiving my right to such coverage for the entire year, the District will pay, directly to me, the appropriate amount, noted below, pursuant to Article 21.03(c) ("Ban on Duplicate Enrollment") for waiver of the individual or family plan. Prorated payments will be made pursuant to the schedule outlined below.

(b) \textbf{Reinstatement of Health Insurance Coverage}

I understand that I may elect, at any such time during the year, to reinstate my health insurance coverage. Such coverage will then be provided as soon as possible following receipt of written notification by the District. Lastly, I understand that my election to waive health insurance coverage, followed by an election to reinstate such coverage is limited to once per year.

(c) \textbf{Calculation of Waiver Benefit}

The maximum waiver sum received by any employee shall be determined by taking the percentage contributed by the District for that employee toward the Basic Plan Premium (Article 21.04) and applying that percentage to the maximum waiver amount listed in Section 21.03(c). [Example: District contributes 75% toward Basic Plan for family coverage for an employee -- maximum waiver is 75% of $1000, or $750.]
(d) **Prorated Waiver Payments**

(1) **Waiver for Full Year** - If I drop health insurance coverage by June 21st and do not reinstate it for the entire school year following, I will receive 50% of my waiver sum in December, and the remaining 50% in June.

(2) **Waiver for Less Than Full Year** -- If I drop health insurance before the 15th of any month, I will be credited with a full month for purposes of the waiver. I will thereinafter receive 1/12 of the appropriate waiver sum for each month I waive health insurance. Payment will be made in the last paycheck issued in December and any remainder due me as a result of my health insurance waiver for previous months shall be paid to me in the last paycheck issued in June.

Date: ____________________________  Employee Signature

______________________________  Witness Signature

Witness - Print Full Name

* * * COMPLETED FORM TO BE FILED IN THE BUSINESS OFFICE * * *

---

FOR OFFICE USE ONLY

Eligible for reimbursement?  Y [ ]  N [ ]

Date of Eligibility______________________________

# Hrs Per Day ____________  Proration by _____%

Amount Due: $______________
APPENDIX C

NIAGARA WHEATFIELD CENTRAL SCHOOL DISTRICT
and
NIAGARA WHEATFIELD SCHOOL RELATED PERSONNEL

HEALTH APPLICATION/CONTINUATION FORM

Please submit this form, completed and signed, by ________________________.
(Date)

PART I: LIST DEPENDANTS OR FAMILY MEMBERS COVERED BY
THE DISTRICT'S HEALTH INSURANCE PLAN:

(Please Print Legibly or Type)

<table>
<thead>
<tr>
<th>NAME</th>
<th>EMPLOYER/ADDRESS</th>
<th>SOCIAL SECURITY NO.</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
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<tr>
<td></td>
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<td></td>
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<td></td>
</tr>
</tbody>
</table>

PART II: BAN ON DUPLICATE ENROLLMENT

Pursuant to the ban on duplicate enrollment contained in Section 21.03 of the
contract between the District and the Niagara Wheatfield School Related Personnel
Association ("Union"), I hereby certify:

(a) That I am not eligible for health insurance coverage under any
other group insurance plan.

(b) If I am eligible for health insurance coverage under any other
group insurance plan, I must inform the District of which
coverage I elect to take -- the District's or the other group. If
I elect the other group, I may be eligible for a waiver bonus as
provided in Section 21.03(c) of the contract.
I understand that I must report any changes in the above information (Part I or Part II) within one calendar month of the change.

I hereby certify that the above information is correct, and that I understand the Ban on Duplicate Enrollment provision noted in Part II above:

__________________________________________  ___________________
Signature                                      Date

__________________________  __________________
FOR OFFICE USE ONLY

Date Received  __________________  By Whom  __________________
APPENDIX D

SENIORITY UNITS & JOB TITLES

Clericals
- Payroll Clerk
- Account Clerk
- Stenographer
- Typist

Cafeteria
- Motor Equipment Operator
- Cook Manager
- Cook
- Food Service Helper
- Food Service Helper II

Mechanics
- Lead Auto Mechanic
- Auto Mechanic
- Laborer

Bus Drivers
- Bus Driver

Buildings & Grounds
- Maintenance, and Custodians
  - Head Maintenance Person
  - Carpenter
  - Electrician
  - Head Custodian A (over 1500 students)
  - Head Custodian B (1500 students or less)
  - Head Custodian C (elementary)
  - Courier/Inventory Clerk
  - Lead Cleaner
  - Grounds Keeper
  - Custodian
  - Cleaner
  - Laborer
  - Cleaner/Monitor

Health Office
- Health Office Assistant

Aides/Monitors
- Teacher Aide
- School Monitor
- Personal Care Aide
- Bus Attendant
### GRIEVANCE FORM

<table>
<thead>
<tr>
<th>Date of Grievance</th>
<th>Grievant</th>
<th>Building</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

#### Nature of Grievance:
- **(What happened, who was involved, when did this take place, what contract sections were violated)**

#### Remedy Sought (Desired resolution):

---

**Grievant's Signature**

**Date**

**Distribution:**
- Original - Union Grievance Chair
- Supervisor
- Superintendent
- Unit Representative
- Grievant
- District Clerk

---

**First Step Answer:**

**Supervisor's Signature**

**Date**

**Union response to first step answer**
- Accepted: **Yes [ ]**
- **No [ ]** - Appeal to second step

**Signatures:**
- Employee or Union Rep
- Grievance Chair

**Date**

**Distribution as on page one.**

---

**Second step answer:**

**Superintendent’s Signature**

**Date**

**Union response to second step answer:**
- Accepted: **Yes [ ]**
- **No [ ]** - Appeal to arbitration

**Signature: Union Grievance Chair**

**Date**

**Distribution as on page one.**
### Longevity Schedule - 7/1/02 - 6/30/06

<table>
<thead>
<tr>
<th>Years</th>
<th>40 hrs/wk</th>
<th>35 - 39.99</th>
<th>30 - 34.99</th>
<th>20 - 29.99</th>
</tr>
</thead>
<tbody>
<tr>
<td>10-15.99</td>
<td>$168.00</td>
<td>$139.00</td>
<td>$119.00</td>
<td>$80.00</td>
</tr>
<tr>
<td>16-22.99</td>
<td>$316.00</td>
<td>$277.00</td>
<td>$237.00</td>
<td>$158.00</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Employees</th>
<th>25 - plus</th>
</tr>
</thead>
<tbody>
<tr>
<td>25 - plus</td>
<td>$498.00</td>
</tr>
</tbody>
</table>

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03/11/03
### Uniform Allowance Schedule
2002 - 2006

#### Cafeteria Unit
<table>
<thead>
<tr>
<th>Position</th>
<th>2002 - 2006</th>
<th>Allowance</th>
</tr>
</thead>
<tbody>
<tr>
<td>Motor Equip Operator</td>
<td></td>
<td>$105.00</td>
</tr>
<tr>
<td>Cook Manager</td>
<td></td>
<td>$0.00</td>
</tr>
<tr>
<td>Cook</td>
<td></td>
<td>$125.00</td>
</tr>
<tr>
<td>Food Svce Hlpr</td>
<td></td>
<td>$105.00</td>
</tr>
<tr>
<td>Food Svce Hlpr</td>
<td></td>
<td>$60.00</td>
</tr>
</tbody>
</table>

* Please note you are only entitled to one uniform allowance within a specific unit
* This allowance shall be pro-rated for new employees and for employees leaving during the year.

#### Transportation Unit
<table>
<thead>
<tr>
<th>Position</th>
<th>2002 - 2006</th>
<th>Allowance</th>
</tr>
</thead>
<tbody>
<tr>
<td>Auto Mechanic</td>
<td></td>
<td>$15.00</td>
</tr>
<tr>
<td>Auto Mechanic Hlpr</td>
<td></td>
<td>$15.00</td>
</tr>
<tr>
<td>Bus Driver</td>
<td></td>
<td>$0.00</td>
</tr>
<tr>
<td>Laborer</td>
<td></td>
<td>$15.00</td>
</tr>
<tr>
<td>Lead Auto Mechanic</td>
<td></td>
<td>$25.00</td>
</tr>
</tbody>
</table>

* Please note you are only entitled to one uniform allowance within a specific unit
* This allowance shall be pro-rated for new employees and for employees leaving during the year.

#### Buildings & Grounds
<table>
<thead>
<tr>
<th>Position</th>
<th>2002 - 2006</th>
<th>Allowance</th>
</tr>
</thead>
<tbody>
<tr>
<td>Hlhd Maintenance Pst</td>
<td></td>
<td>$125.00</td>
</tr>
<tr>
<td>Electrician</td>
<td></td>
<td>$125.00</td>
</tr>
<tr>
<td>Carpenter</td>
<td></td>
<td>$125.00</td>
</tr>
<tr>
<td>Groundskeeper</td>
<td></td>
<td>$125.00</td>
</tr>
<tr>
<td>Stores Clerk</td>
<td></td>
<td>$125.00</td>
</tr>
<tr>
<td>Hlhd Custodian A</td>
<td></td>
<td>$125.00</td>
</tr>
<tr>
<td>Hlhd Custodian B</td>
<td></td>
<td>$125.00</td>
</tr>
<tr>
<td>Hlhd Custodian C</td>
<td></td>
<td>$125.00</td>
</tr>
<tr>
<td>Custodian</td>
<td></td>
<td>$125.00</td>
</tr>
<tr>
<td>Laborer</td>
<td></td>
<td>$125.00</td>
</tr>
<tr>
<td>Cleaner</td>
<td></td>
<td>$60.00</td>
</tr>
</tbody>
</table>

* Please note you are only entitled to one uniform allowance within a specific unit
* This allowance shall be pro-rated for new employees and for employees leaving during the year.

#### Health Office Unit
<table>
<thead>
<tr>
<th>Position</th>
<th>2002 - 2006</th>
<th>Allowance</th>
</tr>
</thead>
<tbody>
<tr>
<td>Hlhd Office Ass</td>
<td></td>
<td>$125.00</td>
</tr>
<tr>
<td>School Nurse</td>
<td></td>
<td>$125.00</td>
</tr>
</tbody>
</table>

* Please note you are only entitled to one uniform allowance within a specific unit
* This allowance shall be pro-rated for new employees and for employees leaving during the year.
<table>
<thead>
<tr>
<th>Position/Step</th>
<th>1</th>
<th>2</th>
<th>3</th>
<th>4</th>
<th>5</th>
<th>6</th>
<th>7</th>
<th>8</th>
<th>9</th>
<th>10</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Account Clerk</strong></td>
<td>$11.75</td>
<td>$12.20</td>
<td>$12.72</td>
<td>$12.98</td>
<td>$13.51</td>
<td>$13.76</td>
<td>$13.91</td>
<td>$14.05</td>
<td>$14.25</td>
<td>$15.70</td>
</tr>
<tr>
<td><strong>Payroll Clerk</strong></td>
<td>$11.59</td>
<td>$12.20</td>
<td>$12.82</td>
<td>$13.20</td>
<td>$13.61</td>
<td>$13.76</td>
<td>$13.91</td>
<td>$14.05</td>
<td>$14.25</td>
<td>$15.70</td>
</tr>
</tbody>
</table>

With Proposed Increase

<table>
<thead>
<tr>
<th>Position/Step</th>
<th>1</th>
<th>2</th>
<th>3</th>
<th>4</th>
<th>5</th>
<th>6</th>
<th>7</th>
<th>8</th>
<th>9</th>
<th>10</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Stenographer</strong></td>
<td>$11.56</td>
<td>$12.16</td>
<td>$12.77</td>
<td>$13.15</td>
<td>$13.53</td>
<td>$13.69</td>
<td>$13.84</td>
<td>$14.00</td>
<td>$14.18</td>
<td>$15.93</td>
</tr>
</tbody>
</table>

Steps 1-9 = $.17 Increase
Step 10 = $.48 Increase

With Proposed Increase

<table>
<thead>
<tr>
<th>Position/Step</th>
<th>1</th>
<th>2</th>
<th>3</th>
<th>4</th>
<th>5</th>
<th>6</th>
<th>7</th>
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Steps 1-9 = $.20 Increase
Step 10 = $.48 Increase

With Proposed Increase

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Steps 1-9 = $.23 Increase
Step 10 = $.51 Increase

With Proposed Increase

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Steps 1-9 = $.26 Increase
Step 10 = $.52 Increase
### Transportation Unit - 2001 - 2002

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### With Proposed Increase

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- Steps 1 - 9: $.17 increase
- Step 10: $.48 increase

#### Transportation Unit - 2003 - 2004

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- Steps 1 - 9: $.20 increase
- Step 10: $.49 increase

#### Transportation Unit - 2004 - 2005

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- Steps 1 - 9: $.23 increase
- Step 10: $.51 increase

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- Steps 1 - 9: $.26 increase
- Step 10: $.52 increase
With Proposed Increase

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Steps 1 - 9 = $.17 increase
Step 10 = $.48 increase

With Proposed Increase

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Steps 1 - 9 = $.20 increase
Step 10 = $.49 increase

With Proposed Increase

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Steps 1 - 9 = $.23 increase
Step 10 = $.51 increase
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Steps 1 - 9 = $.26 Increase
Step 10 = $.52 Increase
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<tbody>
<tr>
<td>Laborer</td>
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<tr>
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Steps 1 - 9 = $1.17 Increase
Step 10 = $0.48 Increase

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Steps 1 - 9 = $0.20 Increase
Step 10 = $0.49 Increase

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**Final Version**
2/4/03

**Proposed Increase** 4.00%
## Buildings & Grounds - 2004 - 2005

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Steps 1 - 9 = $0.23 Increase

Step 10 = $0.51 Increase

## Buildings & Grounds - 2005 - 2006

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Steps 1 - 9 = $0.26 Increase

Step 10 = $0.52 Increase
### Health Office Unit - 2001 - 2002

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### With Proposed Increase

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Steps 1 - 9 = $1.17 increase
Step 10 = $1.18 increase

### Health Office Unit - 2002 - 2003

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Steps 1 - 9 = $1.20 increase
Step 10 = $1.21 increase

### Health Office Unit - 2003 - 2004

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Steps 1 - 9 = $1.23 increase
Step 10 = $1.24 increase

### Health Office Unit - 2004 - 2005

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Steps 1 - 9 = $1.26 increase
Step 10 = $1.27 increase

### Health Office Unit - 2005 - 2006

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Steps 1 - 9 = $1.29 increase
Step 10 = $1.30 increase

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Proposed Increase: 4.00%
### Aide/Monitor Unit - 2001 - 2002

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### With Proposed Increase 2001 - 2002

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Steps 1 - 9 = $0.17 Increase
Step 10 = $0.48 Increase

### Aide/Monitor Unit - 2003 - 2004

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Steps 1 - 9 = $0.20 Increase
Step 10 = $0.49 Increase

### Aide/Monitor Unit - 2004 - 2005

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Steps 1 - 9 = $0.23 Increase
Step 10 = $0.51 Increase

### Aide/Monitor Unit - 2005 - 2006

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<th>Position/Step</th>
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</table>

Steps 1 - 9 = $0.26 Increase
Step 10 = $0.52 Increase
APPENDIX I

UNION BUSINESS LEAVE
SRP CONTRACT SECTION 2.07

Employee: ____________________________

Department: __________________________

Date of Union Business Leave Taken: __________________________

Time Left: ____________________________

Time Returned: __________________________

TOTAL TIME: __________________________

Nature of Union Business: __________________________

EMPLOYEE’S SIGNATURE __________________________ DATE __________________________

UNION PRESIDENT’S SIGNATURE __________________________ DATE __________________________

EMPLOYEE’S SUPERVISOR’S SIGNATURE __________________________ DATE __________________________
Employee Name: ___________________________ Date: __________

Position: _____________________________

Please provide the following information at the time of the appointment and return to employee. Thank - You.

Diagnosis: _____________________________

Date of Injury/Illness: _____________________________

Date(s) Treated: _____________________________

Current Treatment(s)/Recommendations: ________________________________________________

Prognosis: _____________________________

Return To Work Date: _____________________________

Restrictions/Limitations: ________________________________________________

Length of time restrictions to be in effect: _____________________________

Next Appointment: _____________________________

Comments: ________________________________________________

Physician: _____________________________ Telephone #: _____________________________ Date: __________

Printed Name: _____________________________ Address: _____________________________ Date: __________
APPENDIX K
NIAGARA WHEATFIELD CENTRAL SCHOOL DISTRICT
HEALTH SERVICES

MEDICAL EVALUATION OF LIMITATIONS

1. Employee’s Name ___________________________ Social Security No. ____________

2. Position Title: ________________________________________________________________

3. Brief description of what position requires employee to do physically:

4. Functional and environmental requirements of employee’s position. (circle)
   (Completed by employee’s supervisor)

A. FUNCTIONAL REQUIREMENTS
   Heavy lifting/carrying (45 pounds and over)
   Moderate lifting (15-44 pounds)
   Light lifting (under 15 pounds)
   Straight pulling ( hours)
   Pulling hand over hand ( hours)
   Pushing ( hours)
   Reaching above shoulder
   Both hands required
   Sitting ( hours)
   Walking ( hours)
   Standing ( hours)
   Crawling ( hours)
   Kneeling ( hours)
   Repeated bending ( hours)
   Climbing, legs only ( hours)
   Climbing, use of legs and arms
   Both legs required
   Operation of truck or other motor vehicle
   Ability for rapid mental and muscular coordination simultaneously
   Near vision at or near 20/20
   Far vision at or near 20/20
   Ability to distinguish basic colors
   Hearing (aid permitted)
   Hearing without aid
   Specific hearing requirements (specify)
   Emotional/Mental Stability (specify on reverse side)
   Other (specify)

B. ENVIRONMENT
   Outside ( hours)
   Excessive heat
   Excessive cold
   Excessive humidity
   Excessive noise
   Dust
   Fumes, smoke, or grass
   Slippery or uneven walking surfaces
   Working around machinery with moving parts
   Working around moving objects or vehicles
   Working on ladders or scaffolding
   Working below ground
   Unusual fatigue factors (specify)
   Working with hands in water/chemicals
   Vibration
   Working closely with others
   Working alone
   Protracted or irregular hours of work
   Other (specify below)

Physician Statement: The above named individual (is; is not) able to work under the conditions circled above.

______________________________
Physician Signature

______________________________
Date

______________________________
Address

______________________________
Telephone
APPENDIX L

NIAGARA WHEATFIELD CENTRAL SCHOOL DISTRICT
MEDICAL AUTHORIZATION FOR STANDARD AND AUTOMATIC BUS

Patient Name: ___________________________ Diagnosis: ___________________________

Date of Original Injury: ________________ Next Appointment: ________________

Please check/complete all that apply.

_____ May drive standard bus ______ hours/day.

_____ May not drive standard bus.

_____ May drive automatic bus ______ hours/day.

_____ May not drive automatic bus.

_____ Able to drive without restrictions.

_____ Restrictions in effect until ____________.

_____ May operate manual door opener.

_____ Not able to operate manual door opener.

If an automatic bus is not available, employee can drive a standard/manual
controlled vehicle to complete shift.

Please circle: YES  NO

__________________________  ____________________
Physician's Signature  Date

__________________________  _______________
Printed Name:  Phone:

__________________________
Address:

Formal
School Bus Driver Physical Performance Test Guidelines

Medical Clearance

Employee Name: ________________________________  Position: ______________

Standard #1:  Climb and descend bus steps.
Measurement:  Climb and descend the bus steps 3 times within 30 seconds.

Standard #2:  Have quick reaction time from throttle to brake.
Measurement:  Demonstrate the ability to alternately activate the throttle and brake controls ten times in 10 seconds.

Standard #3:  Repeatedly depress clutch and/or brake pedals.
Measurement:  Depress and hold the brake pedal a minimum of 3 seconds, 5 consecutive times. In vehicles equipped with a clutch, the driver must depress and hold the clutch pedal for the duration of the brake pedal test.

Standard #4:  Repeatedly open and close a manually operated bus entrance door.
Measurement:  Manually open and close the bus entrance door 3 consecutive times.

Standard #5:  Operate hand controls simultaneously and quickly.
Measurement:  Demonstrated while the vehicle is in motion, with the driver operating a minimum of 2 hand controls on both sides of the steering wheel, while maintaining control of the vehicle at all times. Each response must be completed within 8 seconds of the request.

Standard #6:  Exit quickly oneself and students from an emergency door.
Measurement:  Starting in a seat belted position, leave the driver’s seat and exit the bus from the rear most floor level emergency door exit within 20 seconds.

Standard #7:  Carry or drag individuals in a bus emergency procedure.
Measurement:  Demonstrate the ability to drag or carry a 125 pound object 30 feet in 30 seconds.

The above named individual (is, is not) able to perform the above performance tests.

Comments: ________________________________________________________________

Date ___________________________  Physician Signature ___________________________  Phone ___________________________

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