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Agreement

between

NORTH ROSE-WOLCOTT CENTRAL SCHOOL DISTRICT

and

NORTH ROSE-WOLCOTT SERVICE EMPLOYEES' ASSOCIATION

July 1, 1998 to June 30, 2002
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ARTICLE I
DEFINITIONS

Agreement - The document entitled Negotiated Agreement.
Association - North Rose-Wolcott School Service Employees' Association.
Association Committee - The committee representing the Association in negotiations with the School District.
Board of Education - The legislative body of the School District.
Chief School Officer - Superintendent of Schools
District Committee - The committee representing the Superintendent and the Board of Education in negotiations with the Association.

Full Time for Retirement Credit -
1. Hours per day - 6 or more
2. Hours per week - 30 or more
3. Months of work - 12

Regular Basis - A service employee who -
1. Works each school day or working day
2. Works on a 10, 11, or 12 month basis
3. Works 10 hours or more during a full week

Regular Full-Time Basis - A service employee who -
1. Works each school day or working day
2. Works on a 10, 11, or 12 month basis
3. Works 20 hours or more during a full week

ARTICLE II
RECOGNITION

A. The Board of Education of North Rose-Wolcott Central School District No. 1, Towns of Wolcott et al, recognize the North Rose-Wolcott Central School Service Employees' Association as the exclusive negotiating agent in the areas of clerical, custodial, groundskeeper, maintenance person, school lunch, transportation, automotive mechanic, head automotive mechanic, health aide, licensed practical nurse and teacher aide, monitor, messenger, except the secretary to the Business Executive, District Treasurer, secretaries to the Superintendent, District Office computer operator, purchasing clerk, payroll clerk, and those employees holding a position with district-wide responsibility and supervisory duties and such positions are director of school facilities and operation, district transportation supervisor, and school lunch manager.

B. Such recognition shall extend until January 1, 1972, and for successive periods of two years thereafter unless another employee organization submits to the Board of Education a competing claim of majority support and to or greater than 30% of the service personnel in
the above unit during the 30-day period to the above deadline or the two-year anniversary dates thereof. In which case, the matter will be resolved according to the procedures established by the Public Employment Relations Board pursuant to Article 14 (Section 205) of the Civil Service Law.

C. The Association certifies that it represents a majority of the service personnel employed by the School District and proof thereof will be submitted at request.

D. Pursuant to the provisions of the Civil Service Law of the State of New York (Public Employees' Fair Employment Act) the Association affirms that it does not assert the right to strike against any government, to assist or participate in any such strike, or to impose an obligation to conduct, assist, or participate in such a strike.

**ARTICLE III**

**MANAGEMENT RIGHTS, SAVINGS CLAUSE**

A. The Association recognizes that under the Laws of the State of New York and the Commissioner of Education's Rules and Regulations, the Board is legally responsible for the conduct of the educational program and the operations of the schools of the District. It is the intention of the parties that all of the rights, powers, and authority that the District had prior to the signing of this agreement are retained by the District and that, with the exception of specific provisions of this Agreement, the District shall have the right to manage its affairs. This Agreement constitutes the full and complete commitments of the North Rose-Wolcott Central School District to the North Rose Wolcott Service Employees' Association.

In the exercise of such rights above the Management of the District shall comply with the provisions of this Agreement.

B. **Savings Clause**

If any provision(s) of this Agreement or any applications of the Agreement shall be found contrary to law, then, such provision(s), or application(s) shall be deemed invalid, but that all other provisions or applications shall continue in full force and effect.

C. It is understood in the event that any of the terms of this agreement are contrary to any provisions of Federal, State, or local statutes or ordinances, or the Rules and Regulations of the Commissioner of Education, then such provisions of said statutes, ordinances, rules, or regulations shall prevail.

**ARTICLE IV**

**NEGOTIATION PROCEDURES**

1. The School District and the Association shall negotiate in good faith to reach agreement over the establishment or modification of terms and conditions of employment. Any and all agreements so negotiated shall apply to all members of the Service Employees
Negotiating Unit, as defined in Article II, employed by the School District regardless of membership or lack thereof in the North Rose-Wolcott Service Employees' Association. The Association shall be represented by a negotiating committee acting on its behalf.

2. Meetings shall be scheduled so as to provide minimal interference with school schedules.

3. All meetings shall be held in private session, open only to members of the negotiating committees from the Association and the School District, except that up to three (3) members of the Association may be invited by the Association Committee and up to three (3) people may be invited by the School District Committee - such guests to be either Board Members, Administrative Staff, or middle management.

4. Either committee may caucus at any time during negotiation sessions.

5. Any meeting may be adjourned at any time by an announcement by either party that it wishes to adjourn.

6. If deemed necessary by both parties, a stenographer may be hired and in such a case, the payment for the stenographer's services will be shared equally by the Association and the School District.

7. The Board of Education shall have the right to ratify the entire agreement reached between the bargaining team for the District and the bargaining team for the Association.

ARTICLE V
TERMS OF AGREEMENT

A. This Agreement shall become effective July 1, 1998, and shall continue in force until June 30, 2002, for the school years the Agreement is in effect. The parties agree that negotiations will not be reopened on any item whether contained herein or not during the life of the Agreement.

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

C. Negotiations for successor agreements shall begin in any year or not later than February 1st. At any time fifteen (15) days or more prior to February 1st, either party may request the opening of negotiations and mutually acceptable meeting place and date shall be set following such request.

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ARTICLE VI
GRIEVANCE PROCEDURES

A. Definitions
1. A "Grievance" is an alleged violation of this Agreement or any dispute with respect to its meaning or application.

2. An "aggrieved person" is the person or persons making the claim.

3. "Grievance committee" is the committee created and constituted by the Service Employees' Association.

B. Purpose
1. The purpose of the grievance procedure is to provide a procedure for resolution of disputes between employees and the employer regarding the meaning of terms of this Agreement.

2. The purpose of this procedure is to secure, to the lowest possible level, equitable solutions to the problems which may from time to time arise in the application or administration of this Agreement. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

3. Nothing herein contained shall be construed as limiting the right of any individual having a grievance to discuss the matter informally with any appropriate member of the administration and having the grievance adjusted without intervention of the Association.

4. Whenever used in this Agreement, the word "shall" or "will" is mandatory. The phrases "insofar as possible", "whenever possible", "should", and other like phrases, indicate contingency situation. The word "may" indicates discretionary action, and the exercise of such discretion is not subject to grievance proceedings.

5. The parties may engage in discussions to settle grievances between the parties at any time during the term of this Agreement.

C. Time Limits
1. The timely processing of grievances helps to settle them at the lowest level and that is helpful to both parties. The time limits contained in this procedure are to be respected but, in appropriate cases, the limits may be extended by mutual agreement.

2. Any alleged grievance shall be presented at Stage 1 within sixty (60) calendar days of the occurrence of dispute with regard to the alleged violation of this Agreement. Failure to initiate the Stage 1 procedure within the time limits shall constitute a waiver of the grounds for that grievance. Day = scheduled work days for twelve (12) month employees.
D. **Procedures**

1. Any service employee can initiate or continue to process a grievance with or without the support of the Association.

2. If a grievance affects a significant number of unit members from more than one building, or appears to be associated with system-wide policies, or has been alleged because of action taken by the Superintendent, the Business Executive, or the Board of Education, it may be submitted by the Association or aggrieved parties directly at Stage 3 or Stage 4 of the procedures, whichever is more appropriate.

**Procedural Stages**

**Stage 1: Informal to Supervisor**

The first procedural stage shall consist of the employee's presentation of his grievance to the district-wide supervisor responsible for his/her job category. The discussion and resolution of grievance at the first stage shall be on an oral and informal basis. If such grievance is not satisfactorily resolved within ten (10) days at the first stage, such employee may proceed to the second stage.

**Stage 2: Business Executive**

If the grievance is not resolved at the first stage, the employee may initiate a written grievance with the Business Executive within five (5) days after the close of Stage 1. If the grievance is not resolved within ten (10) school days after being presented, the employee may request that the matter be reviewed by the Superintendent of Schools of the District.

**Stage 3: Superintendent of Schools**

Within five (5) days after completion of Stage 2, the grievance may be submitted, in writing to the Superintendent of Schools by the aggrieved. If the grievance is not resolved within ten (10) school days, the employee may request a review of the grievance by the Board of Education.

**Stage 4: Board of Education**

If the matter remains unresolved, the grievance shall be presented in writing within ten (10) days of the close of Stage 3 by the aggrieved to the Board of Education for a decision. The decision of the Board of Education shall be rendered within fifteen (15) days after presentation of the grievance to them at a regularly scheduled Board meeting.

**Stage 5: Either Commissioner of Education or Arbitration**

If the employee is not satisfied with the decision of the Board of Education, he/she has two alternatives:

1. He/she may appeal to the Commissioner of Education under the Education Law, or,

2. He/she may file a demand for arbitration with the Clerk of the Board of Education within ten (10) calendar days after receipt of the decision of the Board of Education.
The employee may not apply for both remedies.

If the employee elects to process the grievance to arbitration, the following procedure shall be followed:

a. If the employee is not satisfied with the decision at Stage 4, the employee may submit the grievance to binding arbitration by written notice to the Clerk of the Board of Education specified above.

b. After receipt of the demand for arbitration, the employee may request a list of arbitrators from the American Arbitration Association. The parties will then be bound by the rules and procedures of the American Arbitration Association with regard to the selection of an arbitrator.

c. The selected arbitrator shall hear the matter promptly and will issue a decision thirty (30) calendar days from the date of the close of the hearing, as determined by the arbitrator. The arbitrator's decision will be in writing and will set forth findings of fact and conclusions with regard to the issue.

d. The decision of the arbitrator, if made in accordance with his jurisdiction and authority under the Agreement, shall be accepted as final and binding by the parties to this dispute.

e. The arbitrator shall be without power or authority to modify or alter the terms of the Agreement and shall have only the power to interpret what the parties to the Agreement intended by the specific clause in the Agreement which is at issue. After the decision has been rendered, and within a five (5) school day period, the parties shall meet to implement the ruling.

f. The costs of the services of the arbitrator, including expenses, if any, will be borne equally by the Board of Education and the Association or the aggrieved, if the Association has withdrawn its support of the aggrieved at any stage.

g. The Association agrees that during the processing of any grievance it shall take all steps necessary and appropriate to assure that all job responsibilities shall be fully and faithfully discharged by the persons involved until the grievance is resolved.

The Procedural Stages

Stage 1 - School Lunch Manager - (Food Service Helpers)
Transportation Supervisor - (Bus Drivers, Mechanics, Bus Monitors)
Director of School Facilities and Operations - (Custodians , Cleaners, Groundskeeper, Maintenance Person, Messenger)
Principal - (Clerical , Teacher Aides, Cafeteria Monitors, Health Aide, LPN)
ARTICLE VII
LEAVES OF ABSENCE

A. Sick Leave
1. All service personnel on a regular basis (see definition) will be granted twelve (12) days per year with full pay for all ten-month employees, thirteen (13) days for all eleven-month employees and fourteen (14) days per year with full pay for all twelve-month employees; with allowance to be cumulative.

2. During the first year of employment, an employee will have only the sick leave earned month by month (sick days per year/months worked) available as paid sick leave.

3. Sick leave in any school year will not be awarded until the employee works at least ten (10) days.

4. An employee moving from a part-time to a full-time position or more hours of work per day will have any accumulated sick leave adjusted to the equivalent of the new position.

5. Sick leave is a benefit only to the unit member who is sick or disabled not as a result of an on-the-job injury in the course and scope of employment. However, sick leave may be taken, if the employee has this leave to his/her credit during the initial waiting period for workers compensation benefits of no more than seven (7) days. Upon receipt of any workers compensation benefits covering these seven (7) days, the employee is to pay back the District for these sick days taken.

6. Family Illness Leave. In proper cases, the District agrees that a ten (10) month employee may take up to seven (7) Family Illness days per work year from the employee's sick leave and a twelve (12) month employee may take up to eleven (11) Family Illness days per work year from the employee's sick leave on those rare occasions when an employee has a sick child or an ill member of the employee's household or immediate family.

7. Doctor and Dental Appointments. Employee or Family - the time for such absences that are necessary will be taken from sick leave. Family refers to a member of the immediate family (definition of immediate family is found on section D.2. pg. 14).

B. Sick Leave Bank
The Board agrees to establish a Sick Leave Bank for the unit represented by the Association subject to the following terms, conditions, and procedures:
1. Each unit member represented by the North Rose-Wolcott Service Employees' Association may voluntarily contribute up to two (2) days in whole day units per year of accumulated sick leave into the Sick Leave Banks. The Sick Leave Banks for the Service Employees are:

**GENERAL** - those employees paid from the General Fund

- AND -

**SCHOOL LUNCH** - those employees paid from the School Lunch Fund

2. The maximum number of days or hours to be held in and available from the Sick Leave Bank in any one year shall not exceed 300 days from the General Bank and 400 hours from the School Lunch Bank. Newly hired persons in the unit after July 1, 1995, will be allowed to join the bank, but no one else may join or add days until and unless the total number of days and hours are depleted below the 300 day/400 hour bank limit. Membership may continue from year to year without having to rejoin the bank. Members may contribute at any time to the sick leave bank if the bank is below 300 days/400 hours.

3. Only unit members who are regular employees working a minimum of ten (10) hours per week may be eligible to contribute to the General Sick Leave Bank. School Lunch personnel will be eligible to participate and contribute to the School Lunch Bank if they work each school day on a regular basis (no minimum hours per week necessary).

4. Any unit member who has contributed to the Sick Leave Bank or who is on the waiting list for contributions is eligible to receive days from the bank. Contributions must have been made prior to the occurrence of any illness or disability for which the individual seeks days from the bank. Unit members must use all of their accumulated sick leave and sick leave allowance before applying to the Sick Leave Bank.

5. The contribution of sick days or hours to the Bank generally may take place between September 1st and September 30th, or between January 15th and February 1st, however, days or hours may be contributed at any time.

6. When a unit member has drawn from the Sick Bank and has only donated one (1) day, the employee must contribute another whole day unit of accumulated sick leave to be eligible to receive days from the Bank again.

7. a. The illness, injury or disability must be non-job-related and it must be of a prolonged nature, lasting more than fifteen 15 consecutive working days, or equivalent hours. Upon approval by the sick and committee and after the required 15 consecutive days off, the sick bank will begin reimbursement retroactive to the first day off that was not covered by the employee’s accumulated sick days. The Superintendent or designee may request physician
certification of medical condition before permitting the unit member to receive sick leave bank benefits and prior to the unit member’s return to work.

b. If a unit member returns to work after receiving days from the bank and subsequently has another unrelated illness/injury, the unit member must wait the 15 days as specified in 7.a. above.

g. Any unit member who has contributed one (1) sick day to the Sick Bank is eligible to receive up to 20 work days, or equivalent hours, from the Bank for each illness, injury or disability which prevents the unit member from working.

b. Any eligible unit member who has contributed two (2) sick days to the Sick Bank is eligible to receive up to 40 work days, or equivalent hours, from the Bank for each illness, injury or disability which prevents the unit member from working.

c. Any eligible unit member who has contributed three (3) sick days to the Sick Bank is eligible to receive up to 60 work days, or equivalent hours, from the Bank for each illness, injury or disability which prevents the unit member from working.

d. Any eligible unit member who has contributed four (4) sick days to the Sick Bank is eligible to receive up to 80 work days, or equivalent hours, from the Bank for each illness, injury or disability which prevents the unit member from working.

e. The parties acknowledge that the Association regards the sick leave bank to have a balance of some 402.25 sick leave days as of February, 1996. The District does not admit that its liability exceeds 300 days/400 hours for the banks. However, eligible unit employees who wish to contribute additional days may do so in accordance with, subsection 5, above.

On February 9, 1998, the parties agreed to return 89 days to the sick leave bank that had been lost by following the language in the 1995-1998 Agreement at Article VII, Leaves of Absence, section B, subsection 8. The balances of those employees will be adjusted accordingly.

f. Those former employees who have been laid off within the past three (3) years back from February, 1996 and who may return in the future and who donated days into the Bank will have the days subtracted from the Sick Leave Bank. If and when these employees return to service in the District in this negotiating unit, within four (4) years of the date of layoff, the former employee may rejoin the Sick Leave Bank using the days formerly donated.
When a unit member receives an allotment from the sick leave bank, there is a corresponding decrease in the balance listed for their name. For example, if an employee is listed with three (3) days and they receive 20 days from the bank, their listed balance would be reduced to two (2) days. (1 day for every 20 or a fraction thereof).

9. Other criteria and procedures for the utilization of the Sick Leave Bank are to be determined in meetings of the sick bank committee. The sick leave bank committee is to be comprised of 5 members appointed by the Association President and 1 member appointed by the Superintendent of Schools. Any action to approve leave must be by a majority of the members of the sick bank committee.

In a case where a unit member who is also a member of the Sick Leave Bank has exhausted the member's Sick Leave Bank award as determined by the committee, the unit member may make written application to the committee to draw up to fifteen (15) additional sick days/equivalent hours contained in the Bank. The committee shall meet and consider the request. Any action to approve leave must be by a majority of the members of the sick bank committee.

In addition, any Sick Leave Bank approved leaves will be noted in a document which is to be sent to the school business official. The records of the sick bank committee are the joint property of the Association and the District and are open to inspection by either party to this Agreement upon reasonable notice.

10. Whenever any eligible unit member retires, resigns, or is terminated, or is otherwise separated from service, no part of any sick leave to that employee's credit may be deposited into the Sick Leave Bank.

A unit member who retires may no longer withdraw sick days from the Sick Leave Bank for the purpose of obtaining service credit.

11. Whenever a unit member resigns, retires, is terminated or is otherwise separated, the unit member's name is deleted from the list, but the days donated remain in the bank balance. The exception to this is with regard to layoff and see 8.f. above.

12. The Sick Leave Bank may not be utilized by any employee until six (6) months have elapsed from the date the employee has donated days to the Sick Leave Bank. This provision may be waived at any time by the sick leave bank committee.

13. In the event that an employee is covered by income protection insurance, or working at another employment, the committee may refuse days or grant half days of sick leave during the employee's illness or disability.

C. Personal Leave

All service personnel may request up to two (2) days personal leave each year. In addition, regular full-time employees working twelve (12) months a year shall receive an additional
day. First-year employees will have one (1) day available after five (5) months' employment, a second day available after nine (9) months, if within the same school year which ends on June 30. The Board of Education has given the following guidelines for personal leave requests:

1. Each eligible staff member may request two (2) days per year with full pay for the purpose of transacting or attending to personal, legal, personal business, or family matters which require absence during school hours. Such leave shall be available for reasons of hardship or pressing need that cannot be satisfactorily dealt with at a time other than during normal hours of employment.

2. Except in emergencies, the member shall give notice to his/her immediate supervisor of his intention to take such a leave at least five (5) days prior to the effective date.

3. Extended vacations, recreation, a vocational interest, accompanying a spouse for vacation, travel or conferences, (driving anyone anywhere for vacation or recreational purpose), business other than personal, etc., shall not be considered pressing needs or reason for hardship.

4. Leave involving any outside responsibility for which the individual receives remuneration shall not be considered pressing need or reason for hardship.

5. Personal leave request must be submitted on the form provided by the School District.

6. When personal leave request is made for a day preceding or at end of a vacation or holiday period (and for workshop day) reason(s) for leave must be given. This includes a Friday before a weekend in which Monday is a holiday or vacation and the same for a Monday when the previous Friday is a holiday or vacation.

7. All personal leave requests which require that reasons be given will be approved or disapproved by the Business Executive.

8. Any unused personal leave days will be added to cumulative sick leave at the end of each year.

D. Bereavement Leave

All service personnel on a regular basis (1) (see definition) will be allowed up to three (3) days with pay for each death in the immediate family. This allowance may be extended at the discretion of the Business Executive. Request must be submitted on the form provided by the School District before approval will be considered.

1. Bereavement Leave in no way affects the provisions for personal illness and is not cumulative.
2. **Immediate Family** means: husband, wife, child, grandchild, and any other member of the same household; brothers and sisters; father and mother; father-in-law and mother-in-law; grandfather and grandmother; brother-in-law and sister-in-law.

E. **Other Absences for Personnel**
Absences not previously described in this policy will be discouraged, but, if approved, deduction of a day's absence from the employee's sick leave or personal leave shall be required. Advanced approval will be required by the Business Executive. Decisions made regarding other absences as stated in this section are not subject to formal grievance procedures.

F. **Professional Leave(s)**
The President of the Association and/or his/her designee shall be allowed a cumulative total of four (4) days annually of released time, with pay, for attendance at workshops or conferences of the county, state and/or national affiliates of the Association. These days shall not be deducted from any leave time available to employees under this agreement nor shall any unused days be accumulative from year to year.

G. **Long Term Leave of Absence Without Pay**
1. In concert with the Civil Service Law an employee who has successfully completed his/her probationary period and who is unable to perform the duties of his/her position by reason of a disability, other than a disability resulting from occupational injury or disease as defined in the workman’s compensation law, is entitled to long-term leave of absence without pay for one (1) year. The District must have at least thirty (30) calendar days advance written notification along with the reason for this leave, but in emergency situations the unit employee may request from the Board of Education to be relieved of the advance thirty (30) calendar day notice.

2. A long-term leave of absence may be granted to a unit member who has successfully completed his/her probationary period for reasons other than the ordinary disability of the unit member as specified in subsection G, #1, immediately above. In such a case, the District must have forty -five (45) calendar days advance written notification along with the reason for this leave, but in emergency situations the unit employee may request from the Board of Education to be relieved of the advance forty -five (45) calendar day notice. The leave application will be presented to the Superintendent for his/her approval or denial. The approval/denial of this leave while subject to the grievance procedure, is not subject to the arbitration provisions of the grievance procedure.

3. The unit member on such unpaid leave of absence does not accrue any additional seniority credit nor any credit for other benefits such as sick and personal leaves nor any health insurance benefits. If the unit member is eligible for Family and Medical Leave Act (FMLA) leave, the District will continue to pay that portion of the unit member’s health care premiums it pays to a similarly situated active unit employee, if any, consistent with the FMLA. The unit member remains obligated for his/her share
of the cost of the health care premium. On all other occasions, if the unit employee desires to remain in the District’s health insurance plan, the unit member must pay the total cost for the time on such an unpaid leave of absence. Upon return in accordance with this clause, the unit member would retain that seniority and benefits such as accumulated sick leave that the employee possessed prior to the start of the leave.

H. Holidays

1. Twelve (12) Month Employment & Eleven (11) Month Employees: Holidays allowed all regular full-time employees working eleven (11) or twelve (12) months paid on a salary basis:

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

If the holiday falls on a Saturday, the preceding Friday will be the day off. If the holidays falls on Sunday, the day off will be on Monday.

For the school years covered by this Agreement there will be one more paid holiday selected by the administration, giving five (5) days' notice.

2. Ten (10) Month Employees:

   a. 1998-99 School Year: Each regular full-time employee working ten (10) months will be allowed three (3) paid holidays being: Thanksgiving, Christmas, and New Year's Day.

   b. 1999-00 School Year: Each regular full-time employee working ten (10) months will be allowed five (5) paid holidays being Thanksgiving, Christmas, New Year's Day, Martin Luther King Jr. Day, and Memorial Day.

   c. 2000-01 School Year and following years: Each regular full-time employee working ten (10) months will be allowed six (6) paid holidays being Thanksgiving, Christmas, New Year's Day, Martin Luther King Jr. Day, Memorial Day, and Columbus Day.
I. **Vacations** - Twelve (12) month employees on a regular full-time basis (see definition) will be granted vacation as follows:

1. **New Employees' date of Appointment.** On the July 1st following the date of appointment, a formula will be used to prorate the number of vacation days earned during the time from date of appointment until the July 1st.

   The maximum earned allowance of vacation days is two (2) weeks which is ten (10) work days. For example: an employee who is appointed on April 1st worked the months of April, May and June which is three (3) months. To determine how much vacation time has been earned on the July 1st following appointment, the number of months worked becomes the numerator and twelve (12) becomes the denominator, here 3/12 which is multiplied by ten (10) days and the result is that this employee would have earned 2.5 vacation days on the July 1st following appointment.

   **Use of Vacation. New Employees.** The newly appointed employee must wait until the July 1st of the calendar year after appointment to actually use his/her vacation days. Newly hired employees may use his/her vacation time which has been earned on a prorated basis after the July 1st of his/her first year of employment. For example, if an employee were hired on April 1, 1998, then on July 1, 1998 that employee would have to his/her credit 2.5 vacation days.

2. **Years two (2) through five (5) years of service,** an employee is allowed two (2) weeks (10 working days) to be taken in the year following those years of service.

3. **Six (6) years and after - days of vacation allowed following years of service:**

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</table>

   Those current unit employees who, as of March 22, 1996, currently enjoy the benefit of five (5) weeks of vacation, having worked more than twenty (20) consecutive years will continue to be eligible for this benefit until the unit member retires.

4. **Vacations during the summer must be taken within the time limits from approximately the middle of July to approximately the middle of August as established by the Business Executive and approved by:**

   a. **Clerical - the immediate supervisor or administrator**
   b. **Custodians, Mechanics, and Others - Business Executive**

   Vacation at a time other than above will be at the discretion of the Business Executive.
5. Whenever a vacation period has started, there will not be any sick leave time granted for any day or days during that vacation, nor any extra vacation time because the administration permitted employees who were working extra time off.

6. Earned vacation mentioned in subsections 1, 2, and 3 above shall be computed on the date of original employment for each employee (Board approved date).

7. Should an employee retire or resign in any given year in the life of this contract, said employee shall receive paid vacation on a prorated basis.

8. Effective July 1, 1993, a unit employee who moves from a ten (10) month position to a twelve (12) month position receives 10/12th of credit for each full 10 months of service as credit for vacation eligibility. Unit employees in this category may take vacation days without waiting a year, but must have the advance approval of the employee's immediate supervisor.

All other unit employees are subject to the vacation leave as stated above in the Agreement.

J. Tuition Exemption for Children of Employees Who Work on A Regular Basis
Members of the bargaining unit who reside outside of the boundaries of the District may elect to have their dependent child or children attend school in the North Rose-Wolcott Central School District without the payment of tuition providing that:

1. No transportation is to be provided by the District;
2. Space is available;
3. A proper educational program exists;
4. No displacement of resident students will occur.

A request to attend must be submitted in writing to the Superintendent no later than April 1st for the following school year.

ARTICLE VIII
HEALTH PROGRAM, PHYSICAL EXAMINATIONS,
DRUG AND ALCOHOL TESTING FOR EMPLOYEES' WHO POSSESS COMMERCIAL DRIVER LICENSES

A. Health Insurance Program The District offers a health insurance program to qualifying members of the unit.

1. A group hospitalization plan is available to the employees of the negotiating unit. The current plan is the Non-Monroe County Blue Cross/Blue Shield with a major medical coverage called Blue Million. Effective on or about March 1, 1999, the
District agrees to provide the current BC/BS health care plan at the rate of 90% employer contribution and 10% employee contribution.

2. In the event that there are any premium increases in the BC/BS premiums during the life of this Agreement, such increases shall be shared by the District and the Association unit members in exact proportion to the base share paid by each (i.e. District - 90%, Unit Member - 10%).

3. Effective on or about March 1, 1999, the District will offer a drug program where the employee will pay a $5.00 co-payment per use for generic drugs and a $10.00 co-payment per use for brand name prescription drugs.

4. Health Care Program when active unit employee dies.
   a. The District agrees to continue the benefit for one (1) year to a deceased active unit member's spouse and/or dependent(s) if the unit employee has up to three (3) years of service to the District at the time of his/her death.
   b. The District agrees to continue the benefits for three (3) years to a deceased active unit member's spouse and/or dependent(s) if the unit employee has three (3) years of service or more to the District at the time of her/his death.

B. Employees who do not meet the requirements of a regular full-time employee may participate in the District's group medical insurance plan, but must first pay the total cost of the premium except as covered by Section F pro-ration below.

C. The District will act as sponsor to a dental and/or vision care rider during the life of this Agreement providing the minimum number of enrollees are available to constitute a group. Unit members electing to participate in the dental and/or vision care insurance program must pay the full cost of any premiums for such coverage.

D. If both the husband and the wife are employed by the District and they have no eligible dependents under the age of 21 years, both employees are required to carry single policy coverage as opposed to family coverage if it is less expensive for the District to furnish two single policies.

E. Unit employees participating in the District's health insurance program will receive a pamphlet describing the basic coverage of the program as well as the major medical or master medical coverage.

F. For those employees who work less than 37.5 hours a week, the District will pay a pro rata share of the employer's contribution rate as compared to the number of hours worked per week on a regular basis as compared to a full time employee working 37.5 hours per week. For example, an employee working 22 hours a week as compared with 37.5 hours a week of \((22/37.5) = 59\%\) times 90% employer contribution, and the District will pay 53.1% of the cost of health insurance program. The employee is responsible for the remaining cost.
G. **Continuation of Health Insurance Provisions After Retirement**

1. Any unit member who retires and who is eligible to participate in the District's health program, and who has had fifteen (15) years of service in the North Rose-Wolcott School District, shall be eligible to continue in the District's health program so long as such retired unit member shall continue to pay his or her required share of the premiums.

2. Starting on or about March 1, 1999, the District shall continue to pay for such retiree health care plan at the rate of eighty-five percent (85%) of the cost of the single health insurance, or eighty-five (85%) of the cost of family health insurance coverage, as provided above, for the period of five (5) years after the effective date of retirement or until such retired unit member reaches the age of 65 years, whichever period shall be longer provided, however, that should the minimum five (5) year period extend beyond the age of 65, then the District shall pay fifty percent (50%) of the cost of either single or family Medicare supplement coverage for the remainder of said five (5) year period.

3. Should a successor agreement not be reached as of the expiration date of this Agreement, the sections of this article and section relating to health insurance provisions relating to retirees shall continue until a successor agreement has been reached.

4. For those unit employees appointed after July 1, 1994 (see Article VIII, Section F of the Agreement), and who subsequently retire, the District will provide payment for the retired employee’s choice of a health care plan on the basis of a pro-rata share of the employer’s contribution rate (of 85%) computed on the basis of the number of hours worked per week (using a 3-year average prior to retirement) as compared to a full time basis of 37.5 hours worked per week.

5. For those unit members who retire during the life of this Agreement and who subsequently die while enrolled in the District's healthcare program, the deceased retiree's spouse and/or dependent(s) may continue in the District's health care program for a period of time of not more than a period of five (5) years after the effective date of retirement or until the deceased retired member would have reached the age of 65 years, whichever period shall be the shorter. The District agrees to pay that percentage set forth in Section H, subsection 2 or 4, whichever applies, and the retiree descendant's spouse and/or dependent(s) are to pay the remainder.

H. **Flexible Benefits**

Effectively within a reasonable time after the approval of this Agreement by the Board of Education, the District agrees to set up and administer a flexible spending account for each unit member who desires to participate in such a program.

These flexible-spending accounts must be in full compliance with any state and federal laws including the Internal Revenue Code and Revenue Regulations.
These flexible spending accounts may be established for medical reimbursement for medical expenses that are not covered by health insurance, for the employee portion of the District health plan premium cost and for dependent childcare. Each unit members shall have a medical reimbursement fund.

The plan year for such flexible spending accounts will be as determined by the District (i.e. fiscal year, calendar year, or otherwise).

Each unit employee who desires to participate in the flexible spending account must authorize the deductions of monies from the unit employee's payroll check in the form of payroll deductions.

I. Health Plan and Committee

Three members are to be appointed by the Association, three members are to be appointed by the Superintendent to investigate the currently available health plans.

J. Alcohol and Drug Testing Procedures

1. The Omnibus Transportation Employee Testing Act and the U.S. Department of Transportation regulations mandate that the District test operators of commercial motor vehicles for the use of alcohol or controlled substances starting on or about January 1, 1996. There are commercial motor vehicle operators who are subject to this law and regulation in this negotiating unit.

2. The District agrees to select a certified laboratory to test the affected unit employees and to bear the cost of mandatory testing for random, post-accident, reasonable suspicion and any return-to-duty testing. The Association and each affected employee agrees to submit to any authorized or mandatory test without first obtaining representation from the recognized employee organization.

3. Unit employees who are tested for random, post-accident, reasonable suspicion and return-to-duty testing will be in a pay status for the time necessary to complete the test sample.

4. Unit employees who engage in prohibited conduct are subject to discipline and discharge.

5. For controlled substance testing, a split sample method is to be used. If the initial test is positive, a split sample will be preserved. In accordance with the Federal regulations, the employee has the option of having the other portion of the split sample tested at a properly certified laboratory within the time line specified in the Federal regulations. The certification of laboratories is also governed by Federal regulation. If the second testing of the sample produces a negative result, the District agrees to pay for the second test. If the second test produces a positive result, the employee agrees to pay for the second test.
6. Unit employees who operate commercial vehicles are required to inform in writing the Superintendent of the taking of any prescription drugs. This is a continuing obligation of each unit employee who operates a commercial vehicle.

7. In the case of an adulterated or diluted sample where a re-test is ordered, a designated District employee of the same gender as the tested unit member is to be present to observe the collection.

8. Eligible unit employees may utilize the pertinent portions of the District’s Health Care Program and the benefits provided, to the extent that they are covered, for the referral, evaluation and treatment of the employee by a substance abuse professional as a result of the testing required by the Omnibus Transportation Employee Testing Act and the implementing Federal regulations.

9. Nothing in this Agreement is intended to be in conflict with the Omnibus Transportation Employee Testing Act and the Federal regulation which relates to the Act, however, should any portion of this Agreement be found to be in violation of the Act or regulations, that portion shall be void.

**ARTICLE IX**

**RETIREMENT**

A. Retirement Incentive for Accumulated Sick Leave
A unit employee must have 165 accumulated sick leave days to his/her credit to participate in this incentive. A unit member may apply all or part of the current year's allotment of unused sick leave days and personal days to reach the 165 day threshold.

Unit members retiring from the District after fifteen (15) years of continuous regular full-time service shall be entitled to a retirement incentive to be paid in the final year of employment. This retirement incentive shall be determined by multiplying $15 times the total number of accumulated sick leave days to a maximum of 225 days. That amount shall be added to the unit member's salary in the final year of service, provided the unit member has made written request for the incentive at least six (6) months prior to the effective date of retirement and submitted the request together with a letter of resignation for retirement purposes.

B. Retirement Benefit For Unit Members Not in ERS Retirement System
Unit members retiring from the District who are not in the New York Employee Retirement System and who retire after 15 years of continuous service shall be entitled to a retirement benefit to be paid within ninety (90) days after the effective date of retirement as follows:

If the unit member worked an average of 30 hours a week or more on a regular basis (final 3 years of service average) the District agrees to pay $20 for every accumulated sick leave day to the unit member’s credit over 150 days (i.e. for every day starting with day 151 and ending with 225 sick days);
If the unit member worked an average of 29 hours a week or less on a regular basis (final 3 years of service average), the District agrees to pay $13.33 for every accumulated sick leave day to the unit member's credit over 150 days (i.e. for every day starting with day 151 and ending with 225 sick days).

**ARTICLE X**

**SENIORITY, JOB SECURITY, LAYOFF & EMERGENCY CLOSING**

A. **Contract**

The District shall provide each unit member with a complete copy of this Agreement. The District shall provide the Association President with an additional five (5) copies of this Agreement.

B. **Employment Notice**

Upon initial acceptance of a unit position, the unit member shall be given a memorandum containing the job title and a job description or statement of duties and the rate of pay for that position. Such acceptance shall be subject to the approval of the Board of Education. Within ten (10) days of appointment by the Board, each unit member shall receive an official notice of employment.

C. **Discipline of Unit Members**

1. **Section 75, Civil Service Law:** Qualified competitive class and certain non-competitive civil service employees have those rights and protections as specified under Section 75 of the New York Civil Service Law, as amended, with regard to discipline and discharge from their positions with the District. A copy of Section 75 Civil Service Law if available upon request from the office of the Superintendent.

2. **Probationary Employees:** Probationary employees in the unit have no right to a hearing of any kind prior to or after their discipline and/or discharge.

3. **Other Employees:**

   a. **Those who have been employed in excess of one year.** Those non-competitive and labor class unit employees who have been employed for a period of more than one year are entitled to a Section 75 Civil Service Law hearing with regard to any matter of discipline or discharge.

   b. **Those who have been employed for less than one year.** Those non-competitive and labor class unit employees who have attained permanent status, but who are not covered by Section 75 of the civil Service Law will not be disciplined, reprimanded, fined, reduced in rank nor discharged without just cause.
1. In the event that Section 75 of the Civil Service Law does not apply to a permanent non-competitive or labor class employee, and in the event that this employee is discharged, disciplined, fined, or reduced in rank, the unit member shall be entitled, upon written request, to a written statement of reasons within five (5) work days after the employee has received notice that he/she is to be disciplined, fined, reduced in compensation or discharged. The Superintendent or the Business Executive is to furnish the statement of reasons to the employee.

2. Upon written request within ten (10) work days from the receipt of the reasons from the Superintendent or designee, the employee shall be entitled to a hearing on the discipline, fine, reduction in compensation or dismissal as the case may be, before the Board of Education for the purpose of affording the employee the opportunity to answer for the discipline or discharge. The employee is entitled to representation at such Board of Education hearing and may present such witnesses and proof he/she desires in an appropriate manner. After the hearing, the Board shall make a determination, based upon all of the evidence presented whether to exonerate the employee of any and/or all of the objectionable conduct or to sustain the decision of the Superintendent or the administration. The Board's decision is final and the matter is not subject to the grievance procedure nor to arbitration.

D. Seniority: Appointments, Layoff, and Recall

1. Appointment

   a. Competitive Class Positions. In full compliance with the Civil Service Law and the Wayne County Civil Service Rules, an employee in a competitive class position, may, when appropriate, be hired initially on a provisional basis until such time as the employee has qualified for the position by examination and placement on the appropriate list of eligible in a position where the District may appoint him/her. If that employee is selected for the position, the employee shall then commence a probationary period for a twenty six (26) week period or that period required by the Civil Service Law and Rules of the Wayne County Personnel Office after appointment by the Board of Education.

   b. Non-Competitive and Labor Class Positions. Each person who is appointed to a non-competitive or labor class position shall serve a probationary period for a twenty six (26) week period after appointment by the Board of Education.

After the successful completion of the probationary period the employee shall be deemed a permanent employee and shall acquire seniority retroactive to the employee's date of appointment by the Board of Education. The day of appointment will generally be fixed at the employee's first day of employment unless the employee is serving in a substitute or temporary capacity.
All employees hired prior to July 1, 1979 shall be provided with seniority rights and protection retroactive to their last date of hire.

2. Lay-Off and Call Back. The Association agrees that the District possesses certain managerial rights provided under Civil Service Law with respect to any actions involving abolition of position and reassignment. The District reserves the right to exercise its prerogatives in any of the aforementioned actions. A reduction in hours of work does not constitute discipline.

   a. Competitive Classes: Lay-Off and Call Back. All actions of the District involving abolition of positions, layoffs, recall, and reassignment shall be governed by Section 80 and 81 of Civil Service Law as amended.

   b. Non-competitive and Labor Classes: Layoff and Call Back. Layoffs in non-competitive and labor class positions will be made within job categories based on seniority of service as defined later in this section. Layoffs will occur in order of reverse seniority of service within a specific job category. Layoffs within a job category shall be implemented on a district-wide basis.

      i. The New York Civil Service Law and the Rules and Regulations of the Wayne County Personnel Office will govern non-competitive and labor class employees with regard to computation of seniority. Bumping and retreat are to be available to such non-competitive and labor class employees as if they were in a competitive class except that in no case will a reduction in hours trigger any bump and retreat rights for non-competitive and labor class employees. Further, in the situation where a unit employee retreats to a permanent position formerly held by that unit employee in order for that unit employee to retreat and displace a less senior unit employee, the prior service of the displacing unit employee must have been satisfactory.

      ii. In a case where a non-competitive or labor class employee is reduced in hours by more than an average of one (1) hour per day of work, the employee whose hours are reduced may, if he/she has more seniority, only displace the least senior unit employee in the job classification or the employee may accept the reduction in hours and be placed on a recall roster as stated below.

      iii. Seniority Definition: [For Non-Competitive and Labor Class Employees]

         a. As far as is consistent with the Civil Service Law and the Rules and Regulations of the Wayne County Office of Personnel (or Civil Service Commission), seniority is defined as length of continuous service with the Employer, not counting substitute service, for the purpose of layoff. Unpaid leaves of absence shall not be counted toward seniority for purposes of this section.

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b. As far as is consistent with the Civil Service Law and the Rules and Regulations of the Wayne County Office of Personnel (or Civil Service Commission), an employee loses his/her seniority only when one or more of the following occurs: he/she resigns (unless he/she is reinstated within the period permitted by a provision of the Civil Service Law applicable to him/her); he/she is discharged; he/she retires; or, he/she refuses a recall.

c. The relative seniority of two or more employees hired or appointed on the same date shall be in the order of their hiring or appointment by the hiring or appointing officer, according to the official minutes of the Board of Education; or, if that date be the same, then by lot. All competitive class employees hired on the same date shall have their relative seniority determined by their rank on the Civil Service list.

iv. Placement on Recall Roster and Recall Procedure (for non-competitive and labor class employees)

a. A unit employee who has been displaced by layoff shall be placed on a recall roster. The former employee shall be kept on the recall roster for a period of four (4) years or until the employee returns to service in a similar position in the same job classification, whichever is earlier. Persons on the recall roster are subject to recall to any vacant position covered by the unit in the job classification held by the person at the time of layoff.

b. An employee(s) who was assigned to a position in the job classification due to a layoff or as a reduction in hours; and whose reassignment to a position resulted in a reduction in hours or more than an average of one (1) hour per day of work is entitled to be placed on the recall roster for a period of four (4) years or until the person returns to service in a similar position in the same job classification with similar hours of per week, whichever occurs earlier. This employee(s) who has been reassigned is subject to recall to any vacant position occurring in the job classification in which the number of hours is within one (1) hour per day of the employee's initial assignment.

c. Recall shall be by inverse order of layoff i.e. the first to be laid off is the last to be recalled.

E. In the event the District determines a need to reduce the number of hours worked by non-competitive or labor class unit members in a specific job category, the Superintendent and Business Executive shall meet with Association representatives to discuss the proposed
reduction in hours. The Association representatives shall be given the opportunity to make
recommendations to alleviate any foreseeable problems and to express their opinion as to
why certain actions may not be in the best interests of unit members. The District’s
decision shall not be subject to the grievance and arbitration procedure, however, any
violation of the procedures set forth in this Article are subject to the grievance and
arbitration procedure.

F. The District shall notify the Association of a proposed reduction in hours ten (10) working
days (days that job category works) in advance of said reductions and shall meet at the
written request of the Association to implement the aforementioned dialogue.

G. Seniority Roster
The District shall provide a seniority roster by September 30th of each year. This
seniority roster shall be posted on all bulletin boards for forty-two (42) calendar days. All
unit employees shall have a forty-two (42) calendar day period within which to appeal
their posted seniority date of hire. Any date not appealed at the end of this forty-two (42)
day period shall automatically become the unit employee’s date of hire for seniority
purposes. Any corrections, deletions or additions will be provided to the Association as
they occur. This seniority roster shall include the beginning and ending dates of all
approved unpaid leaves of absence.

H. Emergency Closing Days
On days when a school is closed early for adverse weather or any other emergency
situation, unit employees may be dismissed early from work and receive full pay for the
day. Aides and clerical staff may be dismissed by the Building Principals, the Business
Executive, or the Superintendent. All other employees may be dismissed by the Business
Executive or Superintendent only. Any employee who is required to remain at work after
other employees have left will receive compensatory time for whatever amount of time the
employee is required to remain at work.

Cleaners working the night shift shall advise the head district custodian, the Business
Executive, or the Superintendent of adverse weather conditions or any other emergency
situation that affects their ability to get home safely. Unit members may be dismissed early
from work by the head district custodian, Business Executive or the Superintendent and
shall receive full pay.

Snow Days
On days when school does not open due to adverse weather conditions, power failure, etc.,
only those employees who are asked specifically to report to work i.e. to check the
buildings, emergency repair work, snow plowing, are required to come in. All service
employees will receive a full day’s pay. Those employees who are asked specifically to
report will receive additional pay (at their regular hourly rate) for the hours they worked.

I. Subcontracting
The District agrees to bargain the impact of any subcontracting for services currently
performed by unit members.

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J. **Substitutes**
Substitutes will be secured when necessary as determined by the administration and/or supervisor and will be paid an hourly rate equivalent to the first step of the appropriate salary schedule. Former employees who have retired and been rehired as substitutes will be paid at the rate determined by the Business Executive.

K. **Vacancies**
Notice of regular full-time and part-time vacancies in unit positions will be posted in the staff lounge and main office of each building with five (5) copies sent to the Association President so that current employees will have the opportunity to apply for other positions in the District. Such notice of vacancies shall be posted prior to any public advertisement of the position. All current employees applying for a position will be granted an interview.

L. **Newly Hired Employees**
Newly hired employees may be paid based on adequate preparation and/or experience. Newly hired employees shall not be paid at a rate higher than an employee of five (5) years in the same job description. Former employees rehired by the District shall not be subject to this limitation.

**ARTICLE XI**

**SALARY/WAGES**

A. **Career Increment**
Regular full-time employees (see definition) will receive career increments for full-time service in the North Rose-Wolcott Schools and the respective School Districts prior to the merger. The amount of the career increment will be increased each five (5) years. The schedule of payments follows:

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<th>After 25 Years</th>
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<td>10-month employees</td>
<td>$100</td>
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(Effective 7/90)

All employees are to receive the career increment in a separate lump sum check.

Any work day less than four (4) hours will be considered a half-day and consequently a half-year in computing time toward career increments. The career increment is payable each succeeding year until the next higher level of service has been served. The employee is responsible to notify the Business Office thirty (30) days prior to the completion of the 25th, 20th, 15th, 10th, or 5th year of service and each succeeding year thereafter.

B. **Payment During Jury Duty**
A service employee serving on jury during his period of employment with the school will receive his regular pay with no reduction but the amount the employee receives for jury
duty will be paid to the school. The reimbursement to the school will not include any expense reimbursement such as mileage.

C. **Direct Deposit of Payroll Checks**
Upon receiving a properly filled-out authorization form which form is acceptable to the District and the bank, unit employees can take advantage of the direct deposit of payroll checks for the following banks: Fleet Bank, NA, and the Lyons National Bank, and the WCTA Federal Credit Union.

Once begun, direct deposit of payroll checks will continue until such time as the unit employee furnishes the District's business office with a written request to stop such direct deposit. This written request will be honored within a reasonable period of time.

D. **Authorized Payroll Deductions**
The Board of Education agrees to authorize payroll deductions for transmittal to the credit union, the Lyons National Bank or the Fleet Bank, N.A., (and the Savannah Bank by July 1, 2000 if five or more people sign up for direct deposit and, subject to mechanical and electronic transfer availability) as followed in subsection 35 of section 1705 as followed in Subsection 35 of Section 1709 of the Education Law, under such orderly procedures as the following:

1. Deductions from employees' payroll check will be made only upon the written authorization of the individual employee.

2. All withholding shall be in even dollars of at least $5.00 per payroll.

3. Deductions will be made for all employees for a maximum of twenty-one (21) payrolls during the school year for 10-month employees and twenty-six (26) payrolls per year for 12-month employees.

4. When a deduction has been authorized it will be withheld from each subsequent payroll check during the year and continue in effect until a change is authorized by the employee.

5. New entrants and changes in withholding will be accepted for the first pay period of each month. Information for changes must be in the Business Office fourteen (14) days prior to the first payroll date in the month.

6. Cessation of payroll deduction will be accepted at any time. A signed authorization must be sent to the Business Office fourteen (14) days prior to the payroll date. The School District will honor any request by an employee to cease deductions regardless of his/her obligation to the financial institution.

7. Special deduction amount for the financial institution from the final check of an employee at the time of separation will not be accepted.
8. The financial institution will provide the school Business Office with duplicate lists of contributors and amounts - one copy of which will be submitted by the school with the remittance check.

9. Transmittal of amount withheld from employees will be made within five (5) days following each payroll period.

10. The School District will not become involved in any dispute between the financial institution and individual employees.

E. **Dues Deduction**
The District agrees to deduct any dues for the North Rose-Wolcott Service Employees Association consistent with a schedule of contributions to be agreed upon annually by the President of the Association and the Business Executive. The Association agrees to use an authorization for dues deduction card to be provided by and approved by the Business Executive.

F. **Tax Sheltered Annuities**
The Board of Education agrees to purchase annuities for employees in accordance with the provisions of Section 403(b) of the Internal Revenue Code of 1954, as amended.

Therefore, the Business Executive of the School District is authorized to approve, on behalf of the Board of Education, applications from employees for agreements with the School District for deduction from salary, the amount of such deduction to be remitted to the company specified by the employee in the agreement for the purpose of purchasing a non-forfeitable annuity contract or annuity account qualifying for purposes of Section 403(b). Payments withheld for the purposes established above will be paid over to any insurance company on a monthly basis within ten (10) days of the end of the month.

A deduction is to be an even dollar amount each payroll and is to be deducted for a maximum of twenty (20) or twenty six (26) payrolls during the school year(s). On the twenty (20) payroll basis, the last payroll of the school year this deduction will be made is the first payroll in June regardless of whether the deductions are made for a whole or part of the year.

An employee may terminate such agreement by submitting written notice to the Board two (2) weeks in advance of the termination date. An employee who terminates such agreement may not participate in this program again until the beginning of the following school year.

There is established a consolidation committee composed of two (2) unit members and two (2) person selected by the Superintendent to meet and select seven (7) TSAs from which all unit members must make a selection no later than February 1, 1997. After that date all unit members are eligible to join a program from only among the seven (7) vendors.
G. Wage Increases

1. **1998-1999 School Year**
Each returning unit member is to receive an increase of 4.0% in his/her basic hourly rate of pay or in his/her basic salary (i.e. clerical employees, mechanics, bus drivers who are not paid on an hourly basis) over that employee's basic hourly rate of pay for 1997-98. This wage or salary increase would be retroactive to July 1, 1998 or to the first date of actual work school for the 1998-1999 school year. A unit member's career increment is not to be included in the base salary/wage computation.

In addition, those bus drivers and mechanics who were paid less than $10.50 an hour in 1997-98 school year are to receive an additional $0.25 per hour. In addition, teacher aides receive $0.10 per hour beyond the 4% raise, if they were paid less than $7.00 per hour for the 1997-98 school year.

The computation for the basic hourly rate of pay would not include shift or other differentials, extra bus trips, activity run, college course credits and the like.

Starting rates for all unit positions are to be increased by 2%.

The pay raise for the 1998-99 school year is retroactive to July 1, 1998 and is to be paid in a lump sum separate check to unit members entitled to the pay raise.

2. **1999-2000 School Year**
Each returning unit member is to receive an increase of 3.4% in his/her basic hourly rate of pay or in his/her basic salary (i.e. clerical employees, mechanics, bus drivers who are not paid on an hourly basis) over that employee's basic hourly rate of pay for 1998-99. Career increment is not to be included in base salary/wage computation.

The computation for the basic hourly rate of pay would not include shift or other differentials, extra bus trips, activity run, college course credits and the like.

Starting rates for all unit positions are to be increased by 2%.

3. **2000-2001 School Year**
Each returning unit member is to receive an increase of 3.4% in his/her basic hourly rate of pay or in his/her basic salary (i.e. clerical employees, mechanics, bus drivers who are not paid on an hourly basis) over that employee's basic hourly rate of pay for 1999-00. Career increment is not to be included in base salary/wage computation.

The computation for the basic hourly rate of pay would not include shift or other differentials, extra bus trips, activity run, college course credits and the like.

Starting rates for all unit positions are to be increased by 2%.
4. **2001-2002 School Year**
Each returning unit member is to receive an increase of 3.4% in his/her basic hourly rate of pay or in his/her basic salary (i.e. clerical employees, mechanics, bus drivers who are not paid on an hourly basis) over that employee's basic hourly rate of pay for 2000-01. Career increment is not to be included in base salary/wage computation.

The computation for the basic hourly rate of pay would not include shift or other differentials, extra bus trips, activity run, college course credits and the like.

Starting rates for all unit positions are to be increased by 2%.

H. **Summer Work**
Those ten (10) month unit members who work full-time during the summer recess may use and accrue sick and other leaves. For full time service in the summer a ten (10) month unit employee will be granted one (1) additional sick day for each month worked.

I. **Court Appearance Stipend**: When the presence of a unit member is required, by subpoena or otherwise, in court as a witness with regard to the employee's duty at a time other than normal working hours (e.g. night justice court) The District agrees to pay the employee thirty dollars ($30.00).

J. **Deduction of Pay**
Whenever it is necessary to dock a day or more pay from a unit employee, one day's pay will be deducted for each day that the employee is to be docked.

K. **Merit**
A differential may be added for merit. However, limited use will be made of merit and especially so in any year when funds for salary increases are limited.

Merit, when given, will be paid for only the one (1) year in which awarded. The merit amount may be paid in one (1) payroll or divided over the remaining payrolls in the school year in which awarded.

L. **Minimum Wage**
The District agrees to comply with all federal and state minimum wage requirements unless exempted from these requirements by law or court decisions. In the event the federal or state governments increase the minimum wage during the period of this contract, only those new and/or current employees below the newly established minimum wage will have their salaries adjusted to meet the new minimum.

M. **Overtime**
The overtime rate is one and one half times the regular hourly rate for each unit employee. The overtime rate will apply to all regular hours worked in excess of forty (40) in any work week. All overtime must be approved or requested in advance from the Business Executive. In emergency situations and without advance approval, overtime rate shall be paid when the hours are later approved by the Business Executive.
For those unit members who are bus driver/mechanic helper and who also drive bus, the overtime rate of time and one half for hours which have the advance approval and are worked in excess of forty (40) per week applies. When the bus driver is on an extra trip the overtime rate of time and one half does not apply to such hours.

Effective July 1, 1993, the District will no longer authorize any compensatory time in lieu of overtime.

N. Procedure to be Used In Determining Wages of Ten (10) Month Employees.
All ten (10) month regular full-time employees shall have their wages determined for the entire year by electing to be paid in 21 or 25 relatively equal installments.

For the purpose of establishing payroll periods providing relatively equal payment of wages throughout the school year, the wage/salary work year for:

1. Food Service Workers: Food service workers working four (4) or more hours on a regular basis:
   a. For the 1998-99 school year: Food service workers working will be based on approximately 175 work days plus three (3) holidays. The number of workdays computation is subject to early release days and conference days. The computation is to be: the hourly rate x (times) 178 days divided by 21 or 25 payroll periods which is to yield a relatively equal paycheck throughout the work year subject to additions and/or subtractions; and
   b. For the 1999-2000 School Year: Food service workers working four (4) or more hours on a regular basis will be based on approximately 175 work days plus five (5) holidays (180). The number of work days computation is subject to early release days and conference days.
   c. For the 2000-2001 and 2001-2002 School Year: Food service workers working four (4) or more hours on a regular basis will be based on approximately 174 or 175 work days plus six (6) holidays (181). The number of work days computation is subject to early release days and conference days.

2. Bus drivers and teacher aides.
   a. For the 1998-1999 school year, bus drivers and teacher aides will be based on a 180 work days plus 3 holidays (183). The computation is to be the hourly rate X (times ) 183 days divided by 21 or 25 payroll periods which is to yield a relatively equal paycheck throughout the work year subject to additions and/or subtractions.
   b. For the 1999-2000 school year, bus drivers and teacher aides will be based on a 180 work days plus 5 holidays (185). The computation is to be the hourly rate
X (times ) 185 days divided by 21 or 25 payroll periods which is to yield a relatively equal paycheck throughout the work year subject to additions and/or subtractions.

c. For the 2000-2001 and 2001-2002 school year, bus drivers and teacher aides will be based on a 180 work days plus 6 holidays (186). The computation is to be the hourly rate X (times ) 186 days divided by 21 or 25 payroll periods which is to yield a relatively equal paycheck throughout the work year subject to additions and/or subtractions.

Adjustments for missed work (subtractions) or for extra work (additions) will be made during the course of the work year generally in the next payroll period.

O. Litigation
Whenever any service employee is involved in any litigation and/or criminal charges resulting from performing duties for the School District, the District will pay the employee at his/her regular rate of pay for time spent in such litigation or proceedings, upon dismissal of or acquittal of such charges. Unit members are required to notify the Superintendent or Business Executive within twenty-four (24) hours of any notice of claim or filing of charges against them for anything that occurred while in the performance of their employment.

P. Mechanical Staff
The District will pay the membership fee for the head mechanic for the Finger Lakes Chapter of the NY Head Bus Drivers Association.

Q. Summer Hours. Effective with the Summer of 1996.
Summer hours will be determined by the District and will be posted two (2) weeks prior to July 1st of each school year and will continue to approximately August 22 of each school year.

Generally the District expects the summer custodial/maintenance work day to be eight and one half hours of work with a one half hour unpaid lunch period and expects that the day time shift will be from 7:00 a.m. to 3:30 p.m. with a half hour unpaid lunch period. The time for the shift is subject to changes needed by operational concerns such as evening meetings or projects.

Generally, the District expects the summer clerical work day to be eight (8) hours and expects that the day time shift will be from 7:30 a.m. to 3:30 p.m. with a one half hour unpaid lunch period. The time for starting and ending times is subject to change to provide coverage with regard to answering telephones and other needed work.

R. Payment For Course Work
A unit member may apply in advance and in writing to the school business official for approval to take a course or training program. This application for course work is subject to the approval of the Superintendent or designee. If approved, the District will pay for
the cost of the course, however, it will not generally pay for mileage and other associated costs. The approval or denial is not subject to arbitration under the grievance procedure.

**ARTICLE XII**

**AIDES, MONITORS, HEALTH AIDES, LICENSED PRACTICAL NURSES**

A. **Starting Rate Per Hour For Teacher Aides and Monitors**

<table>
<thead>
<tr>
<th></th>
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</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$6.04</td>
<td>$6.16</td>
<td>$6.28</td>
<td>$6.41</td>
</tr>
</tbody>
</table>

B. Teacher aides are expected to work each day that teachers are in attendance at school.

C. **Health Aides & Licensed Practical Nurses - Starting Rate of Pay**

<table>
<thead>
<tr>
<th></th>
<th></th>
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<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$10.09 per hour</td>
<td>$10.29 per hour</td>
<td>$10.50 per hour</td>
<td>$10.71 per hour</td>
</tr>
</tbody>
</table>

Note: the position of health aide is a competitive civil service class employee classification. The job classification of health aide is a separate category from teacher aide.

D. **College Courses**

For each approved credit hour taken after January 1, 1979 to May 22, 1996, the District will pay $27.50.

E. **Transitional Items.**

1. Teacher aide II. After November 18, 1992, except for those individuals who were currently classified as a teacher aide II, or those listed in number "2" below, there will be no classification which is called teacher aide II.

2. Retroactive to July 1, 1992, the following individuals are to be considered to be teacher aide II: J. Davenport, P. Sanzotta, B. Thomas, S. Yonker, and M. Miner.

3. Any person hired after July 1, 1992, or any person called back to work as a teacher aide after November 18, 1992, would be a teacher aide.

**ARTICLE XIII**

**Bus Drivers**

A. **Starting Rate of Pay**

<table>
<thead>
<tr>
<th></th>
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<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$8.79</td>
<td>$8.97</td>
<td>$9.15</td>
<td>$9.33</td>
</tr>
</tbody>
</table>
Above amounts based on four (4) regular routes - two (2) each in a.m. and p.m., each school day of the year. Any driver with more than twenty-five (25) hours driving time per normal week will have his pay adjusted by prorating. Driving time and pre-trip inspection defined as that time the driver is responsible for the bus whether traveling with or without students from one building to another, or waiting for students to board or unload from the bus. Pre-trip inspection allowed fifteen (15) minutes per day as part of this time. Drivers to be present approximately fifteen (15) minutes prior to leaving on route in order to perform pre-trip inspection and cleaning of bus. After-trip inspections, cleaning the bus and reporting are to be done by drivers.

B. Activity Run
Payment will be made in the amount of $2.25 per quarter hour, minimum of $9.00 for anything less than one (1) full hour. This payment is only for the activity run which normally leaves the school at approximately 5:30 p.m. or for other inner-district dismissals when four (4) to six (6) buses are covering the whole District.

C. Trip Pay
The rate for all out-of-district trips such as field trips, athletic trips, community groups, etc., will be 1998-1999 $8.74 per hour; 1999-2000 $9.04 per hour; 2000-2001 $9.35 per hour; and 2001-2002 $9.67 per hour. Drivers who are requested to drive inner-district shuttles for special in-district functions after the first morning runs, but before afternoon dismissal will be paid at their regular hourly rate or at the trip rate, whichever is higher.

The rate of pay for overnight bus trips will be $8.74 ($9.04; $9.35; $9.67) per hour for all hours when the driver is on duty. The driver will receive one-half the hourly rate when he/she is resting or sleeping.

D. Meal Allotment
When a driver takes a bus trip in excess of fifty (50) miles and/or more than three (3) hours in duration, a meal allotment of $4.50 will be paid. when the trip exceeds six (6) hours there will be an additional payment of $4.00. In each instance a paid lunch receipt from the vendor must be attached to the claim form. The amount of reimbursement will be the lesser of the two.

E. Clothing Allotment
An allotment of $35.00 per year will be paid to each full-time bus driver and bus monitor. Any regular driver and bus monitor working less than full time per day will have the clothing allotment prorated.

F. Waiting Time
Payment for waiting time refers only to a delay in the picking up of students due to inclement weather in the morning or a delay in the take-home time in the afternoon.

G. First Aid
All bus drivers and all substitutes will be required to complete a first aid course within a certain time limit. The course requirement will be established by the School District and
will be equivalent to the Red Cross Multimedia Course. Each drive and substitute driver, upon satisfactory completion, will receive payment of $20.00.

H. Special License
The District agrees to reimburse each driver in the unit who is listed on its section 19A roster for the fee required when he/she renews or first obtains his/her New York State Commercial Driver's License.

I. Reporting Requirement
Any mechanic, bus driver/mechanic helper, regular bus driver or substitute bus driver must notify the Transportation Superintendent or the Assistant Superintendent for Business immediately if he or she receives a ticket or summons from any police agency for violation of vehicle and/or traffic laws. This applies when operating a school vehicle and/or their own personal car. Failure to report such an instance immediately, or no later than 24 hours from time of incidence, could result in disciplinary action and/or suspension from work.

J. Bus Monitors
The District will make a reasonable effort to employ bus monitors on handicapped bus runs of 180 days per year by reassigning them to in-district duties on days when they are not required to ride.

K. Mandatory Transportation Training
Each transportation unit member who is required to attend a mandatory transportation training session outside of the employee's regular working hours is to be paid a stipend of $40.00.

L. Sick days, personal days, snow and emergency closing days, and other compensated absences will be paid to transportation personnel based on the number of hours worked by the individual on a regular daily basis.

ARTICLE XIV
CLERICAL PERSONNEL

A. Starting Rate of Pay

<table>
<thead>
<tr>
<th></th>
<th>1998-</th>
<th>1999-</th>
<th>2000-</th>
<th>2001-</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>1999</td>
<td>2000</td>
<td>2001</td>
<td>2002</td>
</tr>
<tr>
<td>Starting Rate Per Hour for Clerk/Typist</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>A. Hourly</td>
<td>$6.89</td>
<td>$7.03</td>
<td>$7.17</td>
<td>$7.31</td>
</tr>
<tr>
<td>B. 10 Months</td>
<td>$11,369</td>
<td>$11,600</td>
<td>$11,831</td>
<td>$12,062</td>
</tr>
<tr>
<td>C. 12 Months</td>
<td>$13,436</td>
<td>$13,709</td>
<td>$13,982</td>
<td>$14,255</td>
</tr>
</tbody>
</table>

Schedules B and C are for 7 & 1/2 hours per day excluding lunch time.

Explanation of Schedules A, B, and C
Schedule A to be used for any member of the clerical staff who has been given permission or who has been hired to work only on days that teachers are in attendance at the school, or
for any part-time clerical positions. Part-time would refer to temporary employment projects or any positions that would not fit into Schedules B or C.

Schedule B to be used for any member of the clerical staff who has been given permission or who has been hired to work from September 1 to June 30, generally 1,650 hours.

Schedule C to be used for any member of the clerical staff who has been given permission or who has been hired to work on a twelve-month basis, generally 1,950 hours.

B. **Vacations**

Any vacation, whether paid or unpaid, must be taken at a time agreed by the administrator within the limits of the current Agreement.

**Schedule A**

No paid vacation.

**Schedule B**

No paid vacation.

**Schedule C**

To receive vacation per schedule for 12-month employees except for new or first year clerical employees. Clerical staff members under this schedule may be permitted a maximum of five (5) extra unpaid days of vacation per year. Those clerical staff members moving from the 11-month work schedule will be required to take one (1) extra week of vacation at no pay in addition to paid vacation they receive per vacation schedule for 12-month employees.

C. **Salary Basis of Payment**

**Schedule A**

Employees on this schedule may request to be paid on a salary basis if their number of hours per day and per week are on a regular basis.

**Schedule B**

Employees on this schedule will be on a salary for the ten (10) months they are working. However, they may request that payment be made on a twelve-month basis, in which case their annual salary for the ten (10) months will be divided by 26 for the amount that they will receive each pay day.

**Schedule C**

Will be on a salary basis divided over 26 payrolls per year.

D. **Schedule Basis**

Clerical staff members are to be placed on one of the schedules. There will be no prorating of the schedule to make less workdays except in the case of Schedule C as indicated under
Vacation. If a clerical staff member fails to fulfill the work schedule and exceeds vacation and other paid leave time, his/her pay will be deducted on a day-by-day basis.

E. Differentials

(1) Secretary
   Schedule A +25¢ per hour
   Schedule B +505 per year
   Schedule C +670 per year (2000-2001 and 2001-2002 $770 per year)

Secretary is a School District title for a clerical employee appointed or selected to be secretary to an administrator. The civil service title for a secretary may be a Stenographer, Sr. Stenographer, Clerk/Typist or other depending upon the requirements for the position.

(2) Stenographer - if required or desired +230
(3) Sr. Stenographer - if required or desired +170
(4) Account Clerk - if required +840-1500
(5) College Courses - for each approved credit hour taken after January 1, 1979 - to May 22, 1996 +27.50

F. Civil Service Title

All future staff members, except those with Stenographer, Senior Stenographer and Account Clerk civil service ratings are to obtain typist and clerk ratings. Any new clerical staff members must have both ratings before permanent appointment.

G. Floating Holiday

One (1) additional holiday when school is not in session will be granted at a time agreed by the immediate supervisor and clerical employee.

ARTICLE XV
CUSTODIAL PERSONNEL

A. Starting Rates Per Hour

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Cleaner</td>
<td>$6.41</td>
<td>$6.54</td>
<td>$6.67</td>
<td>$6.80</td>
</tr>
<tr>
<td>(2,080 hours =</td>
<td>(2,080 hours =</td>
<td>(2,080 hours =</td>
<td>(2,080 hours =</td>
<td></td>
</tr>
<tr>
<td>$13,333)</td>
<td>$13,603)</td>
<td>$13,874)</td>
<td>$14,144)</td>
<td></td>
</tr>
<tr>
<td>Maintenance</td>
<td>$6.56</td>
<td>$6.69</td>
<td>$6.82</td>
<td>$6.96</td>
</tr>
<tr>
<td>Differentials</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Night Cleaners (1)</td>
<td></td>
<td></td>
<td></td>
<td>$425</td>
</tr>
<tr>
<td>Bldg. Head Custodian</td>
<td></td>
<td></td>
<td></td>
<td>$700</td>
</tr>
<tr>
<td>1st Year In Position</td>
<td></td>
<td></td>
<td></td>
<td>$900</td>
</tr>
<tr>
<td>2nd Year in Position</td>
<td></td>
<td></td>
<td></td>
<td>$1200</td>
</tr>
<tr>
<td>3rd Year* In Position</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>High School Night Cleaners In Charge</td>
<td>$725</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>(includes night cleaner stipend)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Groundskeeper &quot;experienced&quot;*</td>
<td>$700</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

*"Experienced" means after three (3) full years of experience.
Messenger
Same starting rate as cleaner

Cleaners
(1) Night cleaners are those members of the custodial staff who work on evenings on days when school is in session.

(2) All amounts are based on forty (40) hours per week, excluding lunch time, for a full year of 52 weeks. Any less hours per week or less weeks per year will be prorated.

(3) High School Cleaners in Charge to be selected each school year by the director of buildings and grounds and the head building custodian for the high school.

B. Uniforms
The District will provide uniforms with jackets. Uniforms will be replaced on a fifteen (15) month basis by the laundry firm servicing the uniforms.

C. Flexible Work Week
The parties agree to address this issue in a side agreement in the form of a memorandum of agreement the general terms of which are to allow the District to try out a procedure where “trained” substitute employees may work on Saturdays in the high school on a regular basis to provide coverage while the building is in use for school community activities and to provide some cleaning duties as well. The parties understand that the result of this arrangement is a “try out” for this Agreement. The parties understand that there will be some impact upon the assignment of overtime, but the District also understands that this arrangement will not result in the elimination of all Saturday overtime or Sunday or holiday building checks.

ARTICLE XVI
MECHANICAL STAFF

A. Starting Rate of Pay Per Hour.

<table>
<thead>
<tr>
<th></th>
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<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Mechanic Helper</td>
<td>$8.22</td>
<td>$8.38</td>
<td>$8.55</td>
<td>$8.72</td>
</tr>
<tr>
<td>Bus Driver-Mechanic Helper</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Mechanic</td>
<td>$8.97</td>
<td>$9.15</td>
<td>$9.33</td>
<td>$9.52</td>
</tr>
</tbody>
</table>

Differential    Mechanic Foreman: $1,860 per year.

1. Salary amounts are based on forty (40) hours per week, excluding lunch time, for a full year of fifty-two (52) weeks. Any less hours per week or less weeks per year will be prorated.

2. Regular overtime hours will not be permitted unless approved in advance by the Business Executive.
3. The District will provide uniforms with jackets. Uniforms will be replaced on a fifteen (15) month basis by the laundry firm which services the uniforms.

4. Any advancement from the mechanic helper or mechanic helper-bus driver to the mechanic's schedule will be dependent upon appointment and civil service examination. The passing of a civil service examination in itself does not automatically cause an advancement.

ARTICLE XVII
SCHOOL LUNCH PERSONNEL

A. Starting Rate of Pay Per Hour

<table>
<thead>
<tr>
<th>Year</th>
<th>Rate Per Hour</th>
</tr>
</thead>
<tbody>
<tr>
<td>1998-1999</td>
<td>$6.04</td>
</tr>
<tr>
<td>1999-2000</td>
<td>$6.16</td>
</tr>
<tr>
<td>2000-2001</td>
<td>$6.28</td>
</tr>
<tr>
<td>2001-2002</td>
<td>$6.41</td>
</tr>
</tbody>
</table>

B. Differentials - Employees may receive an additional amount per hour as follows:

(1) Building Cook-Manager
    1st Year in Position  30¢
    2nd Year in Position  35¢
    3rd Year in Position  40¢
    5th Year in Position  45¢

C. Building cook-managers act as managers of the kitchen in their buildings and in addition must either act as assistant cooks or cashiers. The high school building cook-manager will receive an additional $0.05 per hour.

(2) Baker - 15¢ for all hours worked
(3) Cook - Other than cook-manager - 20¢
(4) Asst. Cook-other than cook-manager - 15¢
(5) Anyone other than cook-manager holding two positions to receive the sum of the differential.
(6) Head Cashier - 15¢

D. Uniforms
A payment of $100 will be made to each regular school lunch employee who has worked at least one (1) school year or its equivalent, toward the cost of providing proper uniforms. Such payment will be made prior to November 1st of each year. A new employee will have this $100 amount prorated as to the starting date of employment. Proper uniforms will be decided by the School Lunch Manager.

E. Hours Per Day
May be adjusted according to need at the discretion of the School Lunch Manager.
F. **Other School Affairs**

Payment for a dinner, banquet, or any before or after-school affair other than regular school lunch preparation which requires work after 2:00 p.m. on any weekday from September 1 to June 30 or for any Saturday, Sunday, or holiday work, will be at a rate of time and a half per hour of the regular wages. Also, the school lunch employees who work at an affair during a weekday to which all employees were invited, will be paid at the rate of time and a half per hour of the regular wages.

School lunch employees will be expected to be available for any approved dinner, banquet, or school affair requiring school lunch personnel. If sufficient, school lunch personnel volunteers are not available, school lunch personnel will be assigned on a rotating basis.

**ARTICLE XVIII**

**GENERAL**

The provisions of this Agreement pertaining to terms and conditions of employment for the members of the Service Employees' Negotiations Unit have been negotiated between the parties hereto in accordance with the negotiating procedure set forth herein and shall be effective July 1, 1998 until June 30, 2002.

The School District and the Service Employees Association will carry out the commitments contained herein and give them full force and effect during the life of the Agreement.

This Agreement contains the total items or matters negotiated and these or other items will not be negotiated or verbally changed in any way during the effective period of the Agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands this ___ day of September, 1999.

**NORTH ROSE-WOLCOTT SERVICE EMPLOYEES' ASSOCIATION**

[Signature]

President & Chief Negotiator, Georgianna Bartholomew

**NORTH ROSE-WOLCOTT CENTRAL SCHOOL DISTRICT**

[Signature]

Superintendent of Schools, Charles H. Kortz

[Signature]

Board of Education - President, Clifford Parton

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APPENDIX A
RETIREMENT INFORMATION

A. Retirement
New York State Employees' Retirement Plan (NYSERS) is available to service employees of the School District. Any full time employee (per definition as outlined in the definition section) is required to become a member. Others may elect to join the Retirement System. Those members joining on or after July 1, 1976 will have 3% of their salary deducted for their share of payment to the retirement system.

There are four so-called tiers in the New York State Employees' Retirement System Plan:

Tier 1 - Those members who joined the Retirement System Plan prior to July 1, 1973.

Tier 2 - Those employees who joined the plan between July 1, 1973 and July 1, 1976 are members of the new CO-ESC type retirement.

Tier 3 - Those members who joined the plan on or after July 1, 1976. Members of this plan will have 3% of their salary deducted for their share of retirement.

Tier 4 - Those members who joined the plan on or after September 1, 1983. Members of this plan will have 3% of their salary deducted for their share of retirement.

(The optional coverage 41J was approved by the Board of Education on November 14, 1977. Section 75i, New Career Plan, was approved by the Board of Education with an effective date of November 2, 1987.)

B. Full Time For Retirement Credit

1. Hours per day - 6 or more
2. Hours per week - 30 or more
3. Months of work - 12
MEMORANDUM OF AGREEMENT
STUDENT EMPLOYEES

THIS IS AN AGREEMENT,

Between the Superintendent of Schools for the North Rose-Wolcott Central School District (District) and the North Rose - Wolcott Service Employees’ Association (Association).

Whereas, the District and the Association are parties to a collective negotiating Agreement covering the period of July 1, 1998 through June 30, 2002; and

Whereas, the parties desire to provide an appropriate mechanism for the provision of student employees to augment and provide additional work in the custodial and maintenance functions of the school district as seasonal, temporary and casual employees;

Therefore the parties agree that if the District has a need to provide additional services in the summertime and at other times it could do so by the casual, seasonal and temporary employment of student employees in the custodial and maintenance areas of work. The parties intend that such employment be at minimum or near minimum wage rates of pay, that these casual, seasonal and temporary employees are not unit members and that they do not receive any of the benefits or terms and conditions negotiated in the Agreement.

For the North Rose-Wolcott Central School District

Charles H. Kortz, Superintendent

Date: 9-28-99

For the North Rose-Wolcott Service Employees’ Association

Georgianna Bartholomew, President

Date: 9/30/99
MEMORANDUM OF AGREEMENT
FLEXIBLE WORK WEEK

THIS IS AN AGREEMENT:

Between the Superintendent of Schools for the North Rose-Wolcott Central School District (District) and the North Rose - Wolcott Service Employees' Association (Association).

Whereas, the District and the Association are parties to a collective negotiating Agreement covering the period of July 1, 1998 through June 30, 2002; and

Whereas, the parties desire to provide an appropriate mechanism for the provision of what has been called a flexible work week to enable the District to provide coverage by District employees on Saturdays on a regular basis in order to allow the community better and more flexible use of the District's facilities, especially in the High School,

Therefore, the parties agree that the District is permitted to "try out" for the life of this Agreement, a procedure where "trained" substitute employees may work on Saturdays in the High School on a regular basis to provide coverage while the building is in use for school and community activities and to provide some cleaning duties as well.

The parties understand that the result of this arrangement is a "try out" for this Agreement. The parties understand that there will be some impact upon the assignment of overtime, but the District also understands that this arrangement will not result in the elimination of all Saturday overtime or Sunday or holiday building checks.

For the North Rose-Wolcott Central School District

Charles H. Kortz, Superintendent
Date: 9-28-99

For the North Rose-Wolcott Service Employees' Association

Georgiana Bartholomew, President
Date: 9/30/99
January 11, 1999

Gorgianna Bartholomew
President, North Rose-Wolcott
Service Employees Association
c/o Florentine Hendrick Elementary School
5751 New Hartford Street
Wolcott, NY 14590

Re: Side letter to Agreement between North Rose-Wolcott Central School District and North Rose-Wolcott Service Employee Association

Dear Georgianna:

As you know, the issue of staff development and inservice training for members of the Association has been discussed on many occasions during the negotiations leading to our tentative agreement on January 11, 1999. There were many proposals and ideas advanced by the Association during these negotiations, however, the parties were not able to agree upon a course of action that was mutually agreeable. While not part of the Agreement, the District intends in this side-letter to outline a process to start to address this issue.

In service training is an appropriate item for discussion in the monthly labor-management meetings between the parties. In addition, both the District and the Association will give consideration to establishing a small committee to work on the issue of inservice training for unit members. This committee will consider recommendations from both the Association and the District administration.

Sincerely,

Charles H. Kortz

Charles H. Kortz