Contract Database Metadata Elements


Employer Name: Rush-Henrietta Central School District

Union: Facilities and Mechanics Chapter, Paraprofessional Chapter, Bus Drivers Chapter, Administrative Support Professional Chapter, Rush-Henrietta Employees Association (RHEA) Coalition Unit

Effective Date: 07/01/08

Expiration Date: 06/30/11

PERB ID Number: 6087

Unit Size:

Number of Pages: 74

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

For additional information on the ILR School - http://www.ilr.cornell.edu/
AGREEMENT

between the

RUSH-HENRIETTA
CHIEF EXECUTIVE OFFICER

and the

RUSH-HENRIETTA
EMPLOYEES' ASSOCIATION,
COALITION UNIT

Facilities and Mechanics Chapter
Paraprofessionals Chapter
Bus Drivers Chapter
Administrative Support Professionals Chapter

7/1  6/30
2008 – 2011

RECEIVED
NYS PUBLIC EMPLOYMENT
RELATIONS BOARD
DEC 3 1 2009
ADMINISTRATION
# TABLE of CONTENTS

## 2008 - 2011

**General Articles**

<table>
<thead>
<tr>
<th>Article</th>
<th>Title</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Recognition and No-Strike</td>
<td>1</td>
</tr>
<tr>
<td>2</td>
<td>Negotiation Procedures</td>
<td>1</td>
</tr>
<tr>
<td>3</td>
<td>Consultation</td>
<td>2</td>
</tr>
<tr>
<td>4</td>
<td>Dues Deduction</td>
<td>3</td>
</tr>
<tr>
<td>5</td>
<td>Performance Appraisal</td>
<td>3</td>
</tr>
<tr>
<td>6</td>
<td>Probationary Period</td>
<td>4</td>
</tr>
<tr>
<td>7</td>
<td>Leave of Absence</td>
<td>5</td>
</tr>
<tr>
<td>8</td>
<td>Group Life Insurance</td>
<td>5</td>
</tr>
<tr>
<td>9</td>
<td>Health Insurance</td>
<td>6</td>
</tr>
<tr>
<td>10</td>
<td>Jury Duty</td>
<td>7</td>
</tr>
<tr>
<td>11</td>
<td>Bereavement Leave</td>
<td>7</td>
</tr>
<tr>
<td>12</td>
<td>Personal Leave</td>
<td>8</td>
</tr>
<tr>
<td>13</td>
<td>Grievance Procedure</td>
<td>9</td>
</tr>
<tr>
<td>14</td>
<td>Savings Clause</td>
<td>12</td>
</tr>
<tr>
<td>15</td>
<td>Employer's Prerogatives</td>
<td>12</td>
</tr>
<tr>
<td>16</td>
<td>Procedure for Requesting Reclassification of a Position</td>
<td>13</td>
</tr>
<tr>
<td>17</td>
<td>Workers' Compensation</td>
<td>14</td>
</tr>
<tr>
<td>18</td>
<td>Retirement</td>
<td>14</td>
</tr>
<tr>
<td>19</td>
<td>Vacancies and Transfer Policies</td>
<td>16</td>
</tr>
<tr>
<td>20</td>
<td>Child-Bearing - Child-Rearing Leave</td>
<td>17</td>
</tr>
<tr>
<td>21</td>
<td>Agency Fee</td>
<td>17</td>
</tr>
<tr>
<td>22</td>
<td>Just Cause</td>
<td>19</td>
</tr>
<tr>
<td>23</td>
<td>Travel Allowance</td>
<td>20</td>
</tr>
<tr>
<td>24</td>
<td>Continuing Education</td>
<td>20</td>
</tr>
<tr>
<td>25</td>
<td>Newly-Hired Employees</td>
<td>20</td>
</tr>
<tr>
<td>26</td>
<td>Retirement Plan and Social Security</td>
<td>21</td>
</tr>
<tr>
<td>27</td>
<td>Employee Assistance Program</td>
<td>21</td>
</tr>
<tr>
<td>28</td>
<td>Safety Committee</td>
<td>21</td>
</tr>
<tr>
<td>29</td>
<td>Payroll Deductions</td>
<td>21</td>
</tr>
<tr>
<td>30</td>
<td>Duration</td>
<td>22</td>
</tr>
<tr>
<td>31</td>
<td>Sick Leave Reserve</td>
<td>22</td>
</tr>
<tr>
<td>32</td>
<td>Promotions</td>
<td>23</td>
</tr>
</tbody>
</table>

## APPENDIX A

**FACILITIES and MECHANICS CHAPTER**

<table>
<thead>
<tr>
<th>Article</th>
<th>Title</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Hours of Work</td>
<td>24</td>
</tr>
<tr>
<td>2</td>
<td>Physical Examinations</td>
<td>24</td>
</tr>
<tr>
<td>3</td>
<td>Sick Leave</td>
<td>25</td>
</tr>
<tr>
<td>4</td>
<td>Holidays</td>
<td>26</td>
</tr>
<tr>
<td>5</td>
<td>General Provisions</td>
<td>27</td>
</tr>
<tr>
<td>6</td>
<td>Wages</td>
<td>28</td>
</tr>
<tr>
<td>7</td>
<td>Emergency Closings</td>
<td>31</td>
</tr>
<tr>
<td>8</td>
<td>Seniority, Layoff and Recall</td>
<td>31</td>
</tr>
<tr>
<td>9</td>
<td>Vacations</td>
<td>33</td>
</tr>
<tr>
<td>10</td>
<td>Exceptional Contribution Program</td>
<td>34</td>
</tr>
<tr>
<td>11</td>
<td>Promotions</td>
<td>35</td>
</tr>
<tr>
<td>12</td>
<td>Release Time</td>
<td>35</td>
</tr>
<tr>
<td>13</td>
<td>Health Care Fund</td>
<td>35</td>
</tr>
<tr>
<td>14</td>
<td>License Fees</td>
<td>36</td>
</tr>
<tr>
<td>15</td>
<td>Tuition Reimbursement</td>
<td>36</td>
</tr>
</tbody>
</table>
## APPENDIX B
### PARAPROFESSIONALS CHAPTER

<table>
<thead>
<tr>
<th>Article</th>
<th>Title</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Hours of Work</td>
<td>37</td>
</tr>
<tr>
<td>2</td>
<td>Physical Examinations</td>
<td>37</td>
</tr>
<tr>
<td>3</td>
<td>Sick Leave</td>
<td>38</td>
</tr>
<tr>
<td>4</td>
<td>Holidays</td>
<td>39</td>
</tr>
<tr>
<td>5</td>
<td>General Provisions</td>
<td>40</td>
</tr>
<tr>
<td>6</td>
<td>Wages</td>
<td>40</td>
</tr>
<tr>
<td>7</td>
<td>Seniority, Layoff and Recall</td>
<td>42</td>
</tr>
<tr>
<td>8</td>
<td>Training Program</td>
<td>43</td>
</tr>
<tr>
<td>9</td>
<td>Definitions</td>
<td>43</td>
</tr>
<tr>
<td>10</td>
<td>Emergency Closings</td>
<td>44</td>
</tr>
<tr>
<td>11</td>
<td>Work Breaks</td>
<td>44</td>
</tr>
<tr>
<td>12</td>
<td>In-Service</td>
<td>44</td>
</tr>
<tr>
<td>13</td>
<td>Assignments</td>
<td>45</td>
</tr>
<tr>
<td>14</td>
<td>Health Care Fund</td>
<td>45</td>
</tr>
<tr>
<td>15</td>
<td>Tuition Reimbursement</td>
<td>45</td>
</tr>
<tr>
<td>16</td>
<td>Event Supervision</td>
<td>46</td>
</tr>
</tbody>
</table>

## APPENDIX C
### BUS DRIVERS CHAPTER

<table>
<thead>
<tr>
<th>Article</th>
<th>Title</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Hours of Work</td>
<td>47</td>
</tr>
<tr>
<td>2</td>
<td>Physical Examinations</td>
<td>47</td>
</tr>
<tr>
<td>3</td>
<td>Sick Leave</td>
<td>48</td>
</tr>
<tr>
<td>4</td>
<td>Holidays</td>
<td>50</td>
</tr>
<tr>
<td>5</td>
<td>General Provisions - Definitions</td>
<td>50</td>
</tr>
<tr>
<td>6</td>
<td>Wages</td>
<td>52</td>
</tr>
<tr>
<td>7</td>
<td>Layoffs</td>
<td>54</td>
</tr>
<tr>
<td>8</td>
<td>Emergency Closings</td>
<td>55</td>
</tr>
<tr>
<td>9</td>
<td>Release Time</td>
<td>55</td>
</tr>
<tr>
<td>10</td>
<td>Fingerprinting</td>
<td>55</td>
</tr>
<tr>
<td>11</td>
<td>Health Care Fund</td>
<td>55</td>
</tr>
<tr>
<td>12</td>
<td>License Fees</td>
<td>56</td>
</tr>
</tbody>
</table>

## APPENDIX D
### ADMINISTRATIVE SUPPORT PROFESSIONALS CHAPTER

<table>
<thead>
<tr>
<th>Article</th>
<th>Title</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Sick Leave</td>
<td>57</td>
</tr>
<tr>
<td>2</td>
<td>Vacations</td>
<td>58</td>
</tr>
<tr>
<td>3</td>
<td>Work Week - Work Year</td>
<td>59</td>
</tr>
<tr>
<td>4</td>
<td>Overtime</td>
<td>60</td>
</tr>
<tr>
<td>5</td>
<td>Breaks</td>
<td>60</td>
</tr>
<tr>
<td>6</td>
<td>Promotions</td>
<td>61</td>
</tr>
<tr>
<td>7</td>
<td>Emergency Closings</td>
<td>61</td>
</tr>
<tr>
<td>8</td>
<td>Wages</td>
<td>61</td>
</tr>
<tr>
<td>9</td>
<td>Holidays</td>
<td>63</td>
</tr>
<tr>
<td>10</td>
<td>Professional Standards Program</td>
<td>64</td>
</tr>
<tr>
<td>11</td>
<td>Unemployment Insurance</td>
<td>65</td>
</tr>
<tr>
<td>12</td>
<td>General Provisions</td>
<td>65</td>
</tr>
<tr>
<td>13</td>
<td>Layoff and Recall</td>
<td>66</td>
</tr>
<tr>
<td>14</td>
<td>Workshops</td>
<td>66</td>
</tr>
<tr>
<td>15</td>
<td>In-Service</td>
<td>67</td>
</tr>
<tr>
<td>16</td>
<td>Release Time</td>
<td>67</td>
</tr>
<tr>
<td>17</td>
<td>Health Care Fund</td>
<td>67</td>
</tr>
<tr>
<td>18</td>
<td>Tuition Reimbursement</td>
<td>67</td>
</tr>
<tr>
<td>19</td>
<td>Classification</td>
<td>68</td>
</tr>
<tr>
<td>20</td>
<td>Summer Employment</td>
<td>68</td>
</tr>
</tbody>
</table>
Article 1
Recognition and No-Strike

Section 1:
Pursuant to the New York State Public Employees Fair Employment Act, as amended, the Board of Education of the Rush-Henrietta Central School District has recognized the following Associations as the exclusive bargaining agents for the employees within their bargaining units:


2. Rush-Henrietta Employees’ Association, Paraprofessional Chapter as the exclusive negotiating representative for the negotiating unit consisting of all full-time, regular part-time, and part-time employees employed as school aides, teacher aides, teaching assistants and youth assistants, Sentry I, and (selected) Accompanists, excluding all other employees and job classifications.

3. Rush-Henrietta Employees’ Association, Bus Drivers’ Chapter as the exclusive negotiating representative for the negotiating unit consisting of all full-time bus drivers, regular bus drivers, part-time bus drivers, and bus monitors, but excluding substitute bus drivers and substitute bus monitors, the Director of Transportation, Supervisors and all other employees.

4. Rush-Henrietta Employees’ Association, Administrative Support Professionals Chapter, as the exclusive negotiating representative for the negotiating unit consisting of all full- and part-time competitive and non-competitive administrative support employees, but excluding the Secretary to the Superintendent of Schools and Secretary of Human Resources.

Section 2.
Employees within the negotiating units shall hereinafter usually be referred to as “employee(s).”

Section 3.
The Associations agree that they will not cause, condone, sanction or take part in any strike, walkout, slowdown or work stoppage within the Central School District No. 1 of the Towns of Rush, Henrietta, Pittsford and Brighton, Monroe County, New York.

Article 2
Negotiation Procedures

Section 1.
As provided for in Article 30 of this Agreement, either party may request the commencement of negotiations for a successor Agreement.

Coalition
Section 2.
Neither the Superintendent nor the Associations in any negotiations shall have individual control over the selection of the negotiating process or the negotiating representatives selected by the other. Both the Superintendent and the Associations may select its negotiating representatives from within or outside the school district.

Section 3.
If such renegotiation has been requested and if there be any unresolved issue(s) by one hundred and twenty (120) days prior to the expiration date of this Agreement, then either party may declare the existence of an impasse and thereby invoke the impasse procedures of the New York State Public Employment Relations Board.

Section 4.
It is agreed by and between the parties that any provisions 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.

Section 5.
It is understood and agreed that this Agreement may be modified or amended during its term only through mutual agreement in a written and signed amendment to this Agreement.

Section 6.
No later than 45 days following the ratification of the contract, the District shall distribute to each Association President enough copies of the negotiated agreement to equal the number of potential unit members. Each President shall also require twenty (20) additional copies.

Article 3
Consultation

It is mutually agreed between the parties that the goal of the Employer is to provide the best possible education to the students of the District.

The Associations acknowledge that, with respect to policy matters, the Superintendent and Administration cannot delegate their decision-making responsibility.

The Superintendent acknowledges that the employee should be encouraged to assist the Superintendent and Administration in a consultative capacity and that sound administration constantly seeks recommendations and information.

The Superintendent and the Associations acknowledge that such consultation must occur through existing administrative channels.

It is therefore mutually agreed between the parties that the Superintendent shall, in the formulation of those policies in which the employees express particular interest, seek to encourage suggestions and recommendations to be made by the staff through proper administrative channels.

Coalition
Administrative channels are mutually recognized as the appropriate vehicle for the submission, refinement and continued study of information and recommendations made by the employees.

If the Presidents of the Associations find that the above channels are not functioning, he/she may approach the Superintendent directly and transmit the recommendation and information.

After transmittal to the Superintendent, the Presidents of the Associations may submit to the President of the Board a written request for allotment of time on the Board’s agenda to discuss the matter specified in the request. A copy of the request shall be sent to the Superintendent.

**Article 4**

**Dues Deduction**

Section 1.
The employer agrees to deduct from the wages of employees who are members of the Association, the dues of such Association as the individual employee individually and voluntarily shall authorize the Employer to deduct and to transmit the monies thus deducted to the Association.

Section 2.
Authorizations for such deductions shall be in writing on a form provided by the Association, signed by the individual and placed on file in the Employer’s Business Office.

Section 3.
Authorized dues deductions for each chapter shall be made in equal amounts commencing on a date agreed upon by each Association and the Superintendent.

Section 4.
The Association agrees to hold the Employer and its agents harmless from any and all liability which may occur from the implementation of the foregoing policy.

**Article 5**

**Performance Appraisal**

Section 1.
The Superintendent and the Associations agree that a properly administered appraisal program is desirable and that such program should be a constructive attempt to aid employees to develop toward their full potential.

Section 2.
All employees shall have an annual performance appraisal. In addition, teaching assistants in their probationary employment period (toward tenure) will be observed/evaluated in the same manner as stipulated for probationary teachers within the district. A copy of all written appraisals shall be forwarded to the Human Resources Office for inclusion in the employee’s personnel file.

Coalition
Section 3.
All appraisals shall be discussed with the employee before placing the written appraisal in his/her official personnel file. The official personnel file shall be maintained in the Employer’s Human Resources Office.

The employee shall acknowledge receipt of the written appraisal by signing a copy and returning it to his/her supervisor within fifteen (15) working days. A written response may be submitted for inclusion in the file within fifteen (15) working days of receipt of the written appraisal.

Section 4.
Each employee shall, upon request and by appointment, be permitted to review his/her official personnel file as maintained in the Human Resources Office. Such review shall not include reference information supplied by previous employers or other sources.

When any material is to be placed in the employee’s personnel file, the employee will be forwarded a copy. The employee is to sign the copy and return it together with any response to the Human Resources Office within fifteen (15) working days of receipt. That signed copy and any response will be placed in the employee’s personnel file.

An employee must be informed of any materials that have been removed from his/her personnel file.

Section 5.
An employee whose annual performance appraisal results in an overall “below average” rating shall first discuss such rating with the person who appraised the employee.

If the matter cannot be resolved during such discussion, the employee may appeal his/her appraisal to a review panel consisting of the Assistant Superintendent for Business and Executive Director of Human Resources.

The findings and recommendations of the review panel shall be submitted to the Superintendent of Schools for review and transmittal to the Board of Education.

Article 6
Probationary Period

Section 1.
Each regular full-time employee (excluding teaching assistants) and regular bus driver shall be considered a probationary employee for the first year of employment dating from his/her last day of hire by the Employer. Probationary employee(s) may be terminated without any charges being made, without the giving of a hearing, without being given reasons for the termination and without recourse to this Agreement.

Section 2.
Regular part-time and part-time employees are not subject to a probationary period and may be terminated without any charges being made, without the giving of a hearing, without being given reasons for the termination, and without recourse to this Agreement.
Article 7

Leave of Absence

Section 1.
A leave of absence without pay may be granted to a regular full-time employee and regular bus driver who has been continuously employed for a period of not less than three (3) years. Such an unpaid leave of absence shall not exceed one (1) year in duration and will be granted when, in the opinion of the Employer, the leave will benefit the District and there is a reasonable expectation that the recipient will return to his/her employment in the District upon the expiration of such leave.

Section 2.
An employee within section 1 who wishes to make application for an unpaid leave of absence shall submit a written request to his/her supervisor setting forth the time when the requested leave would commence, the time when the requested leave would terminate, and the use to which the requested leave would be put. This written request shall be submitted to the employee’s supervisor for forwarding to the Superintendent of Schools.

Section 3.
All employees are entitled to a general leave of absence for the performance of military duty.

a. All employees must be reinstated upon termination of military duty provided application is made for reinstatement within ninety (90) days after termination of duty.

b. All employees who are members of the organized militia or reserves are entitled to a leave for the duration of ordered military duty. They are also entitled to receive their salary for a period of thirty (30) days.

Section 4.
An employee within Section 1 on an approved unpaid leave of absence may continue his/her membership, at his/her own expense, in the Blue Cross/Blue Shield programs. The employee shall make arrangements, through District Business Office, for payment of the premium.

Section 5.
The time period spent on any long-term unpaid leave of absence, other than when provided for by federal or state legislation, including any mutually agreed upon extension thereof, shall not be credited for salary advancement, seniority, vacation entitlement nor toward completion of the probationary period.

Article 8

Group Life Insurance

Section 1.
Regular full-time employees and regular bus drivers are eligible to participate in the Group Life Insurance Plan. Premium costs for the plan are to be shared equally by the Employer and the employee. Double coverage (as determined by the Employer) after three (3) years of continuous employment shall be automatic unless a waiver has been filed by the regular full-time employee.
Section 2.
For active employees coverage at age 70 and beyond shall be in accordance with the terms of the Group Life Insurance Plan.

Section 3.
Each regular full-time employee and regular bus driver shall be responsible for filing a waiver if that employee wishes to decline this benefit. A copy of that waiver shall be filed in the official personnel folder for that employee.

Section 4.
Part-time employees may participate to a maximum benefit of $5,000 and at the employee’s cost if 75% of all eligible part-time employees elect to participate.

Article 9
Health Insurance

Section 1.
The District will participate in the Rochester Area Schools Health Plan II (RASHP II) beginning July 1, 2004. The District will provide to each full-time employee and each regular bus driver the Blue Cross/Blue Shield Blue Million plan (without drug rider) through RASHP, BluePoint 2 Extended, BluePoint 2 Select, and BluePoint 2 Value. The District’s contribution toward the premium shall be at the level of the lowest premium of the BluePoint 2 Value single, sponsor, or family plan coverage.

Section 2.
Eligible employees are entitled to coverage under only one health insurance plan contributed to by the Employer.

Section 3.
Any regular part-time and any part-time employee may join the Employer’s group Blue Cross/Blue Shield plan at his/her own expense. To join, the employee must notify the Employer in writing and execute an electronic deduction authorization form, authorizing deduction of the monthly premium amount. The Employer shall make no contribution to the premium amount for such regular part-time employee.

Section 4.
Bargaining unit members who are eligible for district-paid health insurance will receive payments totalling $1,500 for each full calendar year in which they decline such coverage. A unit member who has received such payment may return to district health insurance during the calendar year if unforeseen circumstances warrant. In that event, the member will return to the district an amount equal to that portion of the year for which coverage is reinstated, computed at 1/12 of the $1,500 for each month of reinstated coverage. An employee who resigns from the school district after having received a payment for declining health insurance will return to the district an amount equal to that portion of the year for which the employee is no longer eligible for coverage.
Article 10
Jury Duty

Section 1.
The Employer recognizes the responsibility of citizens to serve as jurors and will provide the opportunity for employees to serve when they are summoned.

Section 2.
Each regular full-time and regular part-time employee and regular bus driver who is required to serve on a jury, or is required to report to court in person in response to a jury duty summons, or is required to report for jury examination shall be paid his/her regular hourly rate.

Section 3.
Jury duty leave shall not be deducted from personal leave days.

Article 11
Bereavement Leave

Section 1.
Each employee shall be allowed a maximum of five days absence with full pay for the death of a spouse, child, mother, father, step-child or step-parent and a maximum of three days absence with full pay for each death in the remainder of the immediate family.

Section 2.

Section 3.
In the discretion of the Superintendent, or designee, time off up to three (3) days’ absence with full pay shall be granted for the death of an individual in a familial relationship to the unit member.

Section 4.
There shall be no accumulation of bereavement leave, nor payment in lieu of unused bereavement leave.

Section 5.
Bereavement leave for all employees who are assigned to a particular school building may be taken only after properly notifying that building principal or his/her designee. Bereavement leave for all employees who are assigned to district wide responsibilities may be taken only after properly notifying the director of the department or his/her designee to which the employee is assigned.

Section 6.
Payment for bereavement time shall be calculated by multiplying the employee’s base hourly rate including shift differential at the time of commencement of the leave, excluding merit increment, exceptional contribution increment, etc., times the number of hours for which that employee would have been regularly scheduled to work but for the leave.
Article 12  
Personal Leave

Section 1.
Regular full-time employees and regular bus drivers only shall be entitled to a paid leave of absence not to exceed two (2) days for personal business which personal business cannot be taken care of outside that employee’s regularly scheduled working hours.

Such leave may not be used on the day before or the day after a school recess or holiday, except with the prior approval of the employee’s immediate supervisor. Such days may not be used to extend personal pleasure holidays.

Except under emergency circumstances the employee shall give at least two (2) days’ advance notice in writing that a personal day or days will be used.

Reasons for such personal leave of absence need not be included in such notice except for the day before and the day after a school recess.

Section 2.
Regular full-time employees and regular bus drivers only shall be entitled to an additional paid leave of absence not to exceed three (3) days which leave shall be specifically limited to (a) sickness in the immediate family as immediate family is defined in Bereavement Leave; (b) subpoenaed as a witness in a legal proceeding other than jury duty, or if subpoenaed by the District to testify on behalf of the District; (c) observance of a religious holiday which falls on a regularly-scheduled workday; (d) funeral other than immediate family; (e) fire, accident, specified legal or emergency situation which directly affects the employee; or (f) graduation, award, recognition for a child or spouse, or required parent-teacher conference.

Section 3.
Payment for personal leave shall be calculated by multiplying the employee’s base hourly rate including shift differential at the time of the commencement of the leave, excluding merit increment, exceptional contribution, etc., times the number of hours for which that employee would have been regularly scheduled to work but for the leave.

Section 4.
An employee may request an unpaid personal leave of absence for compelling personal reasons which cannot be taken care of outside regular working hours. Unpaid personal leave may be granted by the Superintendent of Schools or designee for up to ten (10) days for compelling reasons provided the request is in writing at least two (2) weeks in advance, except in emergency situations. This type of request shall be submitted to his/her administrator. The administrator shall make a recommendation in writing to the Superintendent of Schools, or designee. In emergency situations, the employee shall notify immediately the Executive Director of Human Resources, or designee.

Section 5.
Abuse of any section(s) of this Article may subject the employee to disciplinary action.
Section 6.
Unused personal leave at the end of the year shall be added to sick leave accumulation.

Section 7.
If an employee has exhausted his/her personal leave under Sections 1 and 2, or bereavement leave under Article 11 where applicable and, due to extreme family illness or death in the immediate family requires additional leave, she/he may submit a written request to the Superintendent to request additional paid leave. Extension of this leave shall be at the discretion of the Superintendent of Schools.

Article 13
Grievance Procedure

Section 1. - Declaration of Purpose
It is the purpose of this procedure to secure, at the lowest possible administrative level, equitable solutions to alleged grievances.

Section 2. - Definitions
2.1. Grievance. For the purpose of this Agreement a grievance shall be defined as a dispute or controversy between an individual employee, group of employees, or the Association and the Employer, arising out of the application or interpretation of the terms of this Agreement excluding Article 5, Performance Appraisal of Employees, and Article 16, Procedures for Reclassification of a Position, and Article 22, Just Cause, except that a dispute or controversy involving the performance appraisal procedures in Article 5 may be processed as a grievance through 5.2, Step 2 herein.

2.2 Association. Association shall mean those described in Article I.

2.3 Aggrieved Party. Aggrieved party shall mean any employee covered by this Agreement who files a timely grievance.

2.4 Party in Interest. Party in interest shall mean any party named in a grievance who is not the aggrieved party.

2.5 Supervisor. The employee’s immediate supervisor as indicated below:
   a. Paraprofessionals - Building Principal or designee
   b. Bus Drivers - Director of Transportation
   c. Bus Mechanics - Director of Transportation
   d. Facilities and Mechanics with:
      Building Responsibility - Building Principal
      District Responsibility - Director of School Facilities
   e. Clerical - Building Principal or Supervising Administrator
Section 3. - General Procedure

3.1 Each written grievance shall include the name and position of the employee or employees affected by the alleged grievance, the specific Article and Section of this Agreement involved in said grievance, the time and place where the alleged events or conditions constituting the grievance existed, the identity of the party allegedly responsible for causing the existence of the said events or conditions if known, and a statement of the nature of the grievance and the redress sought by the aggrieved party.

3.2 If the events or conditions which allegedly constitute a grievance directly affect 25 percent or more of the employees in the negotiating unit, the Association may submit a grievance directly at Stage 2 of the grievance procedure.

3.3 Nothing contained in this Article shall be construed as limiting the right of any employee allegedly having a grievance to discuss the matter informally with any appropriate member of the Administration.

3.4 The existence of the grievance procedure hereby established shall not be deemed to require any employee to pursue the remedies here provided.

3.5 The aggrieved party may be represented at any step of the grievance procedure by a representative of his own choosing. However, the Association, if not chosen as the representative, shall have the right to have an observer present and to present the position of the Association at any phase of the procedure after 5.1(a), below.

Section 4. - Time Limits

4.1 No alleged grievance shall be entertained and will be deemed waived unless presented at the first available stage within fifteen (15) working days after the aggrieved party knew or should have known of the act or conditions on which the grievance is based.

4.2 If an aggrieved party fails to appeal an unsatisfactory disposition of this alleged grievance to the next step of the procedure within the specified time limit, the grievance will be deemed to be discontinued and further appeal shall be barred.

4.3 Failure at any step of the grievance procedure to communicate a decision to the aggrieved party within the time limits specified shall permit the lodging of an appeal at the next step of the procedure within the time which would have been allotted had the decision been communicated on the final day.

4.4 The time limits provided may be extended by mutual agreement in writing between the aggrieved party and the Superintendent.

Section 5. - Grievance and Review

5.1 Step 1: Immediate Supervisor

a. Any employee covered by this Agreement having an alleged grievance shall discuss the alleged grievance first with the employee's immediate supervisor with the objective of resolving the matter informally within the time limits set forth in Section 4 above.
b. If the grievance is not resolved informally, it shall be reduced to writing on the approved form and presented to the supervisor within two (2) working days after the discussion at 5.1 (a) above. Within two (2) working days after the written grievance is presented to him/her, the supervisor shall render a decision thereon, in writing, and present said answer to the aggrieved party.

5.2 Step 2: Superintendent or Designee
a. If the grievance is not satisfactorily resolved in Step 1 above and if the aggrieved party wishes to proceed further under this grievance procedure, said aggrieved party shall, within five (5) working days after the time limits set forth at Step 1 above, present the written grievance and the supervisor’s written answer, if any, to the Superintendent.

b. Within five (5) working days after the written grievance and written answer, if any, is presented to him, the Superintendent, or designee shall convene an informal conference with the aggrieved party and all parties in interest.

c. Within fifteen (15) working days after the close of the conference the Superintendent, or his designee, shall present his/her written decision to the aggrieved party.

5.3 Step 3: Arbitration
a. If the grievance is not satisfactorily resolved at Step 2 and if the aggrieved party wishes to proceed further under the grievance procedure, said aggrieved party shall present the written grievance and the written answers, if any, from Step 1 and Step 2 simultaneously to the Association’s Grievance Committee and the Superintendent within five (5) working days after the decision at Step 2.

If the Association’s Grievance Committee determines that the alleged grievance is meritorious and that appealing the grievance is in the best interests of the school system, it may submit the grievance to arbitration by written notice to the Superintendent within ten (10) working days after presentation of the grievance to the grievance committee.

b. Within five (5) working days after such written notice of submission to arbitration the Association and the District will select an arbitrator from the approved list of arbitrators. Such list will consist of arbitrators who:
1) are approved by both the District and Association.
2) agree to work directly with the District and Association.
3) agree to follow the rules and procedures of the American Arbitration Association.
4) The list shall contain five (5) names. The District and Association may each remove one name, if desired, in August of each school year. The parties will add a replacement within thirty (30) days.
5) If none of the arbitrators are able to be assigned, the parties shall mutually select another arbitrator. If the parties cannot agree, a list of seven (7) arbitrators shall be requested from the American Arbitration Association and the arbitrator shall be selected by alternately striking names.
c. The arbitrator shall have no power to add to, subtract from, or modify any of the provisions of this Agreement and shall have only the power to interpret what the parties to the Agreement intended by the specific clause of the Agreement which is in issue. In the case of a grievance regarding use of the Health Fund Plan, the arbitrator's decision must be consistent with Internal Revenue Service regulations and guidelines.

d. No decision of an arbitrator shall create the basis for retroactive adjustment in any other case.

e. The arbitrator shall have no power to substitute his/her judgment for that of the Superintendent and shall have no power to overrule a decision of the Board unless the arbitrator actually determines that one or more of the express and specific terms or provisions of this Agreement has been violated.

f. No arbitrator shall decide more than one grievance on the same hearing except by mutual agreement between the Association and the Superintendent.

g. The decision of the arbitrator shall be final and binding upon the parties. The fees and expenses of the arbitrator and of the hearing room shall be borne equally by the Association and the Employer. All other expenses shall be borne by the party incurring them.

h. It is understood and agreed that a grievance may proceed to arbitration only if the Association's Grievance Committee gives its prior approval.

**Article 14**

**Savings Clause**

This agreement and all provisions contained herein are subject to all applicable laws. In the event any Article, or any section of any Article, of this Agreement is held by a court of competent jurisdiction to violate any such applicable law, said Article or section shall be rendered null and void but the remainder of this Agreement shall remain in full force and effect as if the violative portion had not been a part of this Agreement.

**Article 15**

**Employer's Prerogatives**

Section 1.
The Board of Education of the Rush-Henrietta Central School District and the Superintendent of Schools of the Rush-Henrietta Central School District hereby retain and reserve unto themselves all rights, powers, authority, duties and responsibilities conferred and vested in them by law.

Section 2.
The exercise of these rights, powers, authority, duties and responsibilities and the adoption of such rules, regulations and policies as they may deem necessary in the management, direction and administration of all operations of the Rush-Henrietta Central School District shall be limited only by the specific and express terms of this Agreement.
Article 16
Procedure for Requesting
Reclassification of a Position

Section 1.
It is the purpose of this Article to set forth the procedures by which a request for reclassification of a position within this unit may be made.

Section 2.
In order to register a request that the position be considered for reclassification the employee shall complete the appropriate form, describing in clear detail the claimed changes in the duties and responsibilities of the position to which the employee is assigned which that employee feels justifies a reclassification.

Section 3.
The completed form shall be submitted to the employee's supervisor for review of the substance of the claimed changes. The supervisor shall record on that form his/her comments and analysis concerning the nature, degree and permanence of the changes claimed. This form, with the supervisor's comments and analysis, shall be forwarded to the Executive Director of Human Resources and a copy shall be forwarded to the President of the Association within five (5) working days of receipt of said form.

Section 4.
Upon receipt, the Executive Director of Human Resources shall review the form and shall discuss the substance of the form with the employee's supervisor and the employee.

The Executive Director of Human Resources shall record his/her comments and analysis on the form and shall forward said form to the Superintendent within five (5) working days of receipt of form.

Section 5.
In addition to forwarding the completed form to the Superintendent, the Executive Director of Human Resources shall request the Monroe County Civil Service Commission to conduct an audit of the position to determine whether the claimed changes in duties and responsibilities would warrant a reclassification of the position. This should be done within five (5) working days of receipt of form.

Section 6.
The results of the Monroe County Civil Service Commission audit shall be forwarded to the Superintendent for consideration along with the recommendations of the Executive Director of Human Resources. In his sole discretion, the Superintendent may remove from the position any or all of such claimed changes in duties and responsibilities which he deems should not be allocated to that position. Subject to the time constraints of the Monroe County Civil Service Commission this entire procedure should be completed not later than thirty (30) working days from its inception.

Section 7.
Upon receipt of the results of the Monroe County Civil Service Commission audit, a copy of which shall be sent to the President of the Association and to the employee(s) concerned, the Superintendent shall review the completed request for reclassification and shall make a determination as to whether the position shall be reclassified. The decision of the Superintendent shall be final. In the event that said position is not reclassified, the job description shall be that which was originally set for that position by the District.
Section 8.
Nothing contained in this Article shall be subject to the provisions of the Grievance Procedure, Article 13.

Article 17
Workers’ Compensation

Section 1.
Any employee who is injured on the job shall immediately notify his/her supervisor and, in addition, that employee shall fill out the appropriate form within 24 hours from the time of the injury.

Section 2.
All employees shall be required to sign over to the District all Workers’ Compensation insurance payments as long as the employee receives sick leave pay from the District pursuant to the sick leave article in the appropriate Appendix.

Section 3.
The District, after receiving such payments, pursuant to Section 2, above, shall restore to the employee’s credit sick leave time equal in value to the payment amounts received by the District.

Section 4.
An employee injured while performing duties as an employee of the District shall receive paid leave to attend hearings before the Workers’ Compensation Board. Requests for such leave must be filed with the employee’s immediate supervisor within five (5) workdays of receipt of notice to appear, a copy of which shall be attached to the request for leave.

Article 18
Retirement

Section 1.
Employees who retired from the District on or before June 30, 1992 who are presently receiving contribution from the District toward the total annual premium for health insurance shall continue to receive District contributions based upon prior contracts. Employees retiring on or after July 1, 2008 shall be provided the benefits as described in Section 2.

Section 2.
a. Full-time employees and regular bus drivers who have been employed by the District in that status for at least ten (10) consecutive years immediately preceding retirement, and who retire when eligible under the New York State Retirement System, will receive an annual contribution towards health insurance of $3,000/single and $5,000/family, whichever plan is selected annually.

b. The employee will remit to the District, in advance and through electronic deductions, the employee’s share of the premium, if any, for the succeeding two (2) months. Such payment shall be submitted to the attention of the Assistant Superintendent for Business. Failure to make said advance payment shall entitle the District to cancel the retiree’s, or the spouse’s, coverage. Following such cancellation the District shall be automatically and completely relieved from any further payments on behalf of that retiree and/or spouse. Receipts, if requested, will be forwarded on a quarterly basis.

c. The District’s obligations to provide contributions towards health insurance shall automatically cease ten years after the date of retirement. If the retiree dies before that date, and subject to the above, the
District shall contribute its share of the premium on behalf of the surviving spouse, if any, for the annual rate for the single plan. Such contributions shall cease upon either the death of the surviving spouse or ten (10) years after the date of retirement of the retiree, whichever occurs first.

d. Nothing contained in this Article shall prevent the District and the Association from negotiating a modification, abolition or replacement of the existing insurance coverage. Such negotiations shall be binding upon the retirees and spouses.

e. Employees who meet the conditions in a. above and who retire before July 1, 2011, may receive an amount equivalent to ten (10) times the health insurance declination amount, as stated in Article 9/Section 4, in exchange for ten (10) years of health insurance contribution at the time of retirement. In electing this option, effective July 1, 2008, the employee waives all rights to purchase health insurance in retirement through the District’s group plan.

Section 3.

a. Employees who retire from the Rush-Henrietta School District during, or after, the District’s 1977-78 school year, who have completed a minimum of ten (10) consecutive years of employment as of the school year ending most immediately before the effective date of the employee’s retirement, who are eligible to retire under the New York State Retirement System and who have been in the District’s group term life insurance program for at least the last five (5) consecutive years of employment immediately preceding retirement may carry the group term life insurance into retirement. The face value of the retiree’s policy shall be equal to double the employee’s final year salary, to the nearest $500.00.

b. The premium for this policy shall be borne by the District.

c. At age 65, the face value of the retiree’s policy shall be reduced to $5,000.00, and at age 70, coverage shall cease.

d. If the employee elects to convert the term coverage to individual whole life, the District’s obligation to pay premiums for the individual ceases.

Section 4.

Full-time employees and regular bus drivers who retire from the Rush-Henrietta Central School District when eligible under the New York State Retirement System who have been employed by the District for at least ten (10) consecutive years immediately preceding retirement as a full-time employee or regular bus driver, may take into retirement the Health Care Fund coverage with the full District contribution being paid by the District for ten (10) years following retirement.

Section 5.

An employee must notify the District of his or her intent to retire thirty (30) days in advance of the effective date of such retirement.
Section 6.
For employees not members of the New York State Retirement System, these benefits are available only when the employee would have been eligible to retire under the rules of the New York State Retirement System.

Section 7.
Each employee who retires under the conditions specified in Section 2, shall be compensated for unused sick leave at the rate of $25.00 daily, with the maximum payment not to exceed $5,000. An employee who retires after July 1 and before January 1, shall not receive an incentive payment for days accrued on July 1. Any employee who retired on or after January 1, 1997, is eligible to receive the benefits of this article. No employee may receive the benefit of this article more than once in his/her career.

Article 19
Vacancies and Transfer Policies

Section 1.
Whenever a full-time employee or regular bus driver vacancy occurs in these bargaining units the District shall post the vacancy for seven (7) business days on building bulletin boards before the position is filled. The Presidents of the Associations shall be notified of the vacancy at the time of the posting.

Section 2.
In the event a current employee wishes to transfer to a vacant position within that employee’s current Civil Service Job classification, such employee shall notify the Superintendent of Schools/designee, in writing, that he or she desires to be considered for such transfer. Such written notification must be received by the deadline stated on the posting, which shall be no earlier than the final day of the posting under Section 1. Transfer employees shall be moved not later that four (4) weeks after selection.

Section 3.
The District reserves the right to change or abolish any vacant position.

Section 4.
The final decision on how the vacancy will be filled and who will fill the vacancy shall be at the sole discretion of the District.

Section 5.
For vacancies in the Administrative Support Professional Chapter, the notice to the President in Section 1 shall include the Civil Service title of the position open, the examination required, the final date for filing an application for said position and will list these in the vacancy notice. If a position in the Administrative Support Professional Chapter is going to be changed, it will not be posted until the change has been made.
Article 20
Child-Bearing – Child-Rearing Leave

Section 1.
The Board, at its discretion, may grant child-bearing and child-rearing leaves of absence without pay to a regular full-time employee, when in its opinion, such a grant would benefit the District and there is reasonable expectation that the recipient will return to his or her position in the District.

Section 2.
a. The child-bearing portion of this leave requires the employee to use her accumulated sick leave prior to applying for unpaid leave. The employee may elect to use her accumulated personal and/or vacation leave time during the disability period.

b. The employee may elect to use accumulated personal and/or vacation leave time for a child-rearing leave of absence, including the adoption of a child who is under compulsory school age.

c. Requests for unpaid leave shall be directed to the superintendent or designee. Except in emergency situations, requests for such leave shall be submitted at least one (1) month in advance of the requested commencement date for such leave. All such requests shall be in writing, setting forth the dates on which such leave would occur if approved.

d. The total request for child-bearing and child-rearing leave may not exceed two (2) years and is subject to the discretion of the Board of Education in accordance with applicable laws.

Section 3.
If an employee wishes to return to work at a time prior to the agreed-upon return date, the employee shall notify the Executive Director of Human Resources in writing at least thirty (30) days before the desired return date. Such request shall be subject to approval by the employee’s building principal or immediate superior, the Superintendent and Board of Education. Employees returning from this leave will be placed in the same or similar position from which they left provided that such position is vacant and the employee is eligible based upon that employee’s seniority in the classification. All criteria for the child-rearing portion of this leave are also applicable for the adoption of children as appropriate.

Section 4.
The time period spent on any long-term unpaid leave of absence, other than when provided for by federal or state legislation, including any mutually agreed upon extension thereof, shall not be credited for salary advancement, seniority, vacation entitlement nor toward completion of the probationary period.

Article 21
Agency Fee

Section 1.
Any employee covered by this Agreement as of June 30, 1992 who has not previously been declared exempt from Agency Fee under this Article shall remain subject to the Agency Fee. Any such employee who has been exempted shall not have to reapply at any time during his or her employment by the District.
Section 2.
Effective July 1, 1992 an individual shall have 30 calendar days from his/her first day of employment to make application for exemption from the Agency Fee. The request shall be in writing and submitted to the District’s Executive Director of Human Resources. A panel shall meet and render a decision in accordance with the procedures of Section 3 of this Article within 30 calendar days of receipt of the application. For an employee who is subject to Agency Fee, the Fee shall be pro-rated as provided in Section 8 beginning with the employee’s first day of employment.

Any employee who does not make timely application as provided for in this Article shall become and remain subject to Agency Fee arrangement.

Any employee who has been exempted from the Agency Fee arrangement by the panel shall not have to reapply at any time during his/her employment by the District.

Section 3.
In the event that one or more requests are received by the Executive Director of Human Resources, such requests shall be referred to the district-designated panel. The panel shall contact the individuals who have submitted requests and arrange for hearing dates.

At that hearing, an individual who has requested the opportunity to appear before the panel shall state to the panel the reasons for that individual’s requested exemption from the Agency Fee. The requests, the hearing and the panel’s decision shall be strictly confidential. If the panel determines that the individual is to be exempt from the Agency Fee, then such notification shall be submitted to the President of the Association and to the Superintendent or designee. Such determination by the panel shall be final and binding.

The criteria for determining the legitimacy of the reason for requesting exemption shall be determined by the panel at its discretion.

Section 4.
It is understood and agreed that an employee who becomes subject to the Agency Fee arrangement does not necessarily have to become a member of the Association. Such membership is voluntary with the individual employee.

Section 5.
The provisions of this Article are applicable to employees who are working at least four hours per day and for the entire school year. Employees who work less than four hours, but the entire school year, are excluded from Agency Fee in the Facilities and Mechanics' Chapter, Paraprofessional Chapter and Administrative Support Personnel Chapter.

Section 6.
The individual employee who wishes to be exempt from the Agency Fee may include in the submission to the panel the reasons for the requested exemption. The panel may act upon the reasons as set forth in the submission or may request the employee to appear before it.

Coalition
Section 7.

All submissions to and proceedings before the panel shall be strictly confidential. The panel composition may be changed both as to individuals and numbers of individuals at any time at the discretion of the Board. No records or documents will be submitted from a panel to any other panel, and all such documents shall be destroyed after the panel has rendered its decision in any individual case. The parties to this Agreement understand that there may be no uniformity or consistency between various panels as to the reasons or rationale on the basis of which an employee is exempted. It is understood and agreed, however, that there may not be a grievance filed by the Association or any individual based upon actions taken by such a panel.

Section 8.

a. In the event a twelve (12) month employee is first employed after July in any given year and further agrees to be subject to the Agency Fee Provision, that employee’s dues will be pro-rated on the basis of 1-1/2 per month of the total dues for that year.

b. In the event a ten (10) month employee is first employed after the opening of school in September in any given school year and further agrees to be subject to the Agency Fee Provision that employee’s dues will be pro-rated on the basis of 1/10 per month of the total dues for that school year.

Article 22

Just Cause

Section 1.

If an employee within this negotiating unit enjoys the protection of Section 75 of the New York State Civil Service Law and has been employed by the District for at least three consecutive years is disciplined within the meaning of Section 75 or discharged, such employee upon his or her request, shall be entitled to the appointment of a hearing officer, pursuant to Section 75, who is not an employee of the District. The District shall select that hearing officer.

A full-time non-probationary employee who has been employed by the school district for five (5) consecutive years, but does not enjoy the protection of Section 75 of the New York State Civil Service Law, is entitled to the same process outlined above only in the event of discharge and/or demotion in title.

Section 2.

Each regular full-time employee and regular bus driver who within a negotiating unit does not enjoy the protection of Section 75 of the New York State Civil Service Law, but has been both employed by the District for at least one year and has completed the probationary period, may request a hearing before the Superintendent, or designee, in the event the employee is discharged or disciplined in the form of a written reprimand or a suspension without pay.

In the event of such discipline or discharge, the employee must file a written request with the Superintendent for such a hearing within ten (10) days after the employee is notified of such discipline or discharge.

The conduct of the hearing shall be determined by the Superintendent, or designee. The determination of the Superintendent, or designee, shall be final. The employee may be represented by an Association representative.

Coalition
Article 23
Travel Allowance

Section 1.
Employees whose regular duties require travel within the school district will either be furnished a school vehicle or will be paid at the then prevailing mileage reimbursement rate established by the Board of Education for the use of their own vehicle.

Section 2.
Employees driving their own vehicles on school district business will be reimbursed at the then prevailing mileage rate established by the Board of Education. Prior approval of such trips should be obtained whenever possible.

Section 3.
It is the policy of the employer that the mileage reimbursement rate covers all expenses of operating the vehicle including gas, oil, wear and tear, etc. Parking fees and Thruway tolls will be paid in addition to the mileage reimbursement upon presentation of proper receipts for such expenditures.

Section 4.
Reimbursement for mileage will be made upon presentation of properly executed and approved claim voucher. Vouchers should be in the Business Office by the first of each month covering mileage driven during the preceding month. Employees must pay all costs of all trips from their personal funds before reimbursement can be made.

Article 24
Continuing Education

Section 1.
The District will make available to employees, at no tuition cost, participation in Rush-Henrietta Continuing Education Program courses if the following conditions are met:

a. The desired course must be available.

b. The employee must secure the written approval of his/her immediate supervisor indicating that the course is job related; and

c. The written approval of the Coordinator of Continuing Education and the Executive Director of Human Resources must be secured prior to commencement of the course.

Section 2.
All expenses, other than tuition, for such course shall be borne by the employee.

Article 25
Newly-Hired Employees

When the District hires employees, the District shall inform the Association President of the unit involved in writing of new employees, their job titles, and rate of hourly wage. The District will also give the newly-hired employees copies of the collective bargaining agreement.

Coalition

20
Article 26
Retirement Plan and Social Security

The employer shall provide each employee with benefits under the New York State Retirement System as provided in Sections 75(i), 41(j), and 41(k) of the Retirement and Social Security law and Section 143(4) of the Military Law all in accordance with the resolution of the Board June 30, 1971. An employee working less than is required for mandated membership in the New York State Retirement System may elect to join the System at any time.

Article 27
Employee Assistance Program

The District will provide an Employee Assistance Program (EAP) for unit members. The EAP should be available for difficulties including, but not limited to, emotional or mental stress, chemical dependency, family and marital issues and financial problems. Employees and their dependents should be encouraged to seek help voluntarily through the EAP. The Superintendent, or designee, may refer the employee to the EAP as part of a job performance remediation effort. Employees are assured that involvement with an EAP will be strictly confidential and no record of the involvement may become a part of an employee’s personnel record.

The district shall distribute to each employee a description of the EAP on a yearly basis.

Article 28
Safety Committee

The district-wide Safety Committee will have one representative from each recognized bargaining unit with an equal number of District representatives. The Committee will meet at least quarterly to discuss issues of employee health and safety and shall make recommendations to the Superintendent.

Article 29
Payroll Deductions

Section 1.
The employer shall payroll deduct and remit payments to the NYSUT Benefit Trust upon submission to the Payroll Office of a signed authorization.

Section 2.
The employer shall payroll deduct for VOTE/COPE contributions upon submission to the Payroll Office of a signed authorization.

Section 3.
Subject to applicable laws, an employee may elect to contribute a portion of his/her salary to any individual or group annuity plan, mutual fund, or custodial account which qualifies as a proper funding vehicle under Section 403(b) of the Internal Revenue Code.
Article 30
Duration

Section 1.
The Superintendent and the Associations acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make proposals with respect to any subject or matter not removed by law from the areas of collective negotiations.

Section 2.
The understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

Section 3.
The Superintendent and the Associations agree that to promote a stable relationship neither party shall, for the duration of this Agreement, be obligated to negotiate collectively with respect to any subject or matter referred to or covered in this Agreement or with respect to any subject or matter not specifically referred to or covered by this Agreement.

Section 4.
The provisions of this Agreement, except as otherwise provided herein, shall become effective as of July 1, 2008, and shall continue in full force and effect through and including June 30, 2011, and, unless either party gives written notice at least one hundred and twenty (120) days but not more than one hundred fifty (150) days prior to June 30, 2011, requesting to modify, amend or renegotiate this Agreement, then said Agreement shall continue in full force and effect from year to year until such notice is given at least one hundred and twenty (120) days but not more than one hundred and fifty (150) days prior to June 30, in any succeeding year.

Article 31
Sick Leave Reserve

Section 1.
A sick leave reserve will be established to provide Coalition employees with additional sick leave in the event of long-term illness or injury. The reserve is established with earned and unused sick leave days voluntarily donated by employees. Each Coalition employee can become a member of the sick leave reserve by donating one (1) day of accumulated sick leave before October 1 of each year, or within thirty (30) days of employment, and completing an annual membership form. The donation is irrevocable and shall not be made to a specific employee for his/her exclusive use. The participation year for members will be September 1 through August 30. Employees may draw from the reserve in any participation year in which they have contributed to the sick leave reserve. The employee may draw from the reserve for those calendar weeks during which that employee is normally and regularly employed.

Section 2.
If the sick leave reserve falls below one hundred fifty (150) days, members will be asked to voluntarily contribute an additional day. Unused days will be carried over into the next participation year. If there are more than three hundred (300) days in the sick leave reserve at the beginning of a participation year, membership will continue without additional contributions. New members will be required, however, to
donate one day. Newly-hired employees must contribute within thirty (30) days of employment to become members of the sick leave reserve during their first year of employment. Employees may elect to donate one (1) of their accumulated sick leave days to the sick leave reserve once each school year in September. Employees eligible for the retirement incentive, as defined in Article 18/Section 7, may elect to donate one (1) of their accumulated sick leave days to the sick leave reserve.

Section 3.
Any employee who is a member of the sick leave reserve will have the ability to withdraw days based on the following criteria:

a. The employee has a long-term illness or injury, defined as an illness or injury which is expected to incapacitate him/her for an extended period of time, requiring absence from work for a minimum of forty (40) weekdays during their normal workyear. Only one waiting period is required per specific medical condition.

b. The employee has exhausted all of his/her accumulated sick leave and personal leave time, and all but five (5) days of any accumulated vacation time.

c. The employee has applied for sick leave extension under the applicable appendix of the contract and has used the full amount authorized by the Board of Education.

d. The employee is not receiving, or pending immediate receipt of, Worker’s Compensation benefits.

e. The employee submits written verification of his/her medical condition from a physician, including an anticipated date of return to work.

f. The employee submits a written request to withdraw days to the Executive Executive Director of Human Resources.

g. No employee will be permitted to withdraw in excess of ninety (90) days for the same medical incident.

h. Sick leave will be withdrawn in daily increments only, beginning on the 41st day of absence or when all sick leave is exhausted, whichever is later. If sick leave is exhausted before the 41st day, sick leave reserve will be retroactive to the last day paid.

i. Employees can draw days out in increments equal to the length of their regular workday at the time they commenced their leave. Such benefit will be received during the calendar months of the workyear for which they were employed at the time they commenced the leave.

Article 32
Promotions

Employees promoted to a job in a higher classification will receive a 10% increase or the minimum salary for the job classification, whichever is greater, provided the District reserves the right to pay more based upon experience, skills, and wages of employees within the job classification.
APPENDIX A
FACILITIES and MECHANICS CHAPTER

Article 1
Hours of Work

Section 1. - Workweek - Full Time
The normal workweek for each full-time employee shall consist of five (5) consecutive workdays, within seven (7) consecutive calendar days, which five (5) workdays shall be determined for each employee at the sole discretion of the employer and which days may be changed, for any or all of the employees, at the sole discretion of the employer.

Section 2. - Workweek - Regular Part-time
The normal workweek for each regular part-time employee shall be determined for each such part-time employee at its sole discretion change the day or days of work for any such part-time employee.

Section 3. - Workday - Full-Time
The normal workday for each full-time employee shall consist of eight (8) consecutive hours exclusive of a one-half hour per day unpaid meal period.

Section 4. - Workday - Regular Part-Time
The normal workday for each regular part-time employee shall be determined at the sole discretion of the employer. The employer may at its sole discretion change the workday for any or all such employees to meet the needs of the District.

Section 5. - Workyear - Full-Time and Part-Time
The workyear shall consist of 260-262 days, which includes paid holidays.

Section 6.
Each full-time employee shall have two (2) paid fifteen-minute work breaks within his/her eight-hour workday while a regular part-time employee shall have one (1) fifteen-minute work break for each four-hour consecutive workday.

Section 7.
The foregoing sections shall in no way be construed or interpreted as a guaranteed number of hours of work per day, per week or per employment year, or a guaranteed number of days of work per week or per year.

Article 2
Physical Examinations

Section 1.
After the employee is offered employment, but not later than sixty (60) days after the first scheduled day of employment, the employee shall submit to the District Medical Officer, on a form provided by that Medical Officer, the results of a medical questionnaire. Said officer may request the employee to provide
additional data, including a physical exam at the employer’s expense. For failure to comply with this requirement, the employee shall not be permitted to continue employment.

**Article 3**

**Sick Leave**

**Section 1.**
Each full-time employee shall be credited with twelve (12) sick leave days per year, accumulative to two hundred and seventy-five (275) days. In the first year of employment, sick leave days shall be pro-rated as specified in Article 9, Section 2 of this Appendix.

**Section 2.**
Each regular part-time employee shall be credited with four (4) days of sick leave per year accumulative to one hundred (100) days.

**Section 3.**
Sick leave shall be taken only for the personal illness or physical disability of the employee.

**Section 4.**
Charges against accumulative sick leave shall be made commencing with the first day of illness or disability.

**Section 5.**
The Superintendent may request a doctor’s certificate if the sick leave taken by a full-time or regular part-time employee exceeds five (5) and two (2) respectively consecutive days or occurs on the day immediately preceding or following a holiday recess.

**Section 6.**
Each employee who is assigned to district-wide responsibilities shall notify the director of the department to which he is assigned as soon as practicable after said employee knows that he will be taking sick leave.

**Section 7.**
Each employee who is regularly assigned to a particular school building shall notify the Principal of that building as soon as practicable after said employee knows that he/she will be taking sick leave.

**Section 8.**
During the first six (6) months of employment from the last date of hire, not more than one (1) day of sick leave per month may be taken.

**Section 9.**
If an employee has exhausted his/her accumulated sick leave, he/she may request the Superintendent to recommend to the Board the granting of additional sick leave. Such request shall be in writing and shall be accompanied by a doctor’s certificate, which shall state the anticipated date of the employee’s return to work. At his/her sole discretion, the Superintendent may recommend all, any part of or none of the requested additional sick leave.
The Board, at its sole discretion, may grant all, any part of, or none of the additional sick leave days if and as recommended by the Superintendent. Decisions by the Board are not subject to the grievance procedure. Any extensions of sick leave granted by the Board requires the employee to first use all accumulated sick and personal time and all but five (5) days of any accumulated vacation time.

If an employee has exhausted his/her accumulated paid accruals as stated above, he/she must request an unpaid medical leave of absence. The request shall be in writing and shall be accompanied by a statement from the employee’s personal physician who shall state the anticipated date of the employee’s return to work.

Health and life insurance benefits will continue at District expense for three (3) months after exhaustion of paid sick leave inclusive of a maximum of 12 months of Workers’ Compensation benefits. After this period an employee placed on an unpaid medical leave of absence may continue his/her membership at his/her own expense, in the District’s health and life insurance program. The employee shall make arrangements through the District Business Office for payment of the premiums.

**Section 10.**
Payment for sick leave shall be calculated by multiplying the employee’s base hourly rate including shift differential, at the time of the commencement of the leave, excluding merit increment, exceptional contribution etc. times the number of hours for which that employee would have been regularly scheduled to work but for the leave.

**Section 11.**
In the event of the death of an actively employed unit member, unused sick leave will be paid at the rate of $25.00 per day, with the maximum not to exceed $5,000. This payment will be made to the estate of the deceased employee.

**Article 4**

**Holidays**

**Section 1.**
Each full-time employee shall be entitled to fourteen (14) holidays with pay per year. The fourteen (14) holidays shall be designated by the Employer and may be changed from year to year at the sole discretion of the Employer. Each regular part-time and part-time employee will be entitled to two (2) holidays with pay per year.

**Section 2.**
Unless excused by the Employer, to be eligible for holiday pay the employee must have worked the last scheduled workday before and the first scheduled workday after the day on which the holiday is observed. When holidays are scheduled consecutively, the employee will be eligible for one paid holiday if that employee worked either the last scheduled workday before or the first scheduled workday after the days on which the holidays are observed.

**Section 3.**
If, with the prior approval of the Superintendent or designee, an employee is scheduled to work on a holiday, the employee, if otherwise eligible for holiday pay, shall receive such holiday pay and in addition such employee shall be paid at two (2) times his/her regular hourly rate of pay for each hour.
approved and actually worked on the holiday. At his/her option, the employee may receive one floating holiday to be used at his/her discretion plus be paid double time for hours worked on a holiday.

Section 4.
Payment for holidays shall be calculated by multiplying the employee’s base hourly rate including shift differential at the time of the commencement of the leave, excluding merit increment, exceptional contribution increment, etc., times the number of hours for which that employee would have been regularly scheduled to work but for the leave.

Article 5
General Provisions

Section 1. - Full-Time Employees.
For purposes of this unit, “full-time employee(s)” shall mean the employees who have a regularly scheduled workweek of forty (40) or more hours, fifty-two (52) weeks per year.

Section 2. - Regular Part-Time Employees.
For purposes of this unit, “regular part-time employee(s)” shall mean those employees who have a regularly scheduled workweek of at least twenty (20) but not more than twenty-nine (29) hours and are employed for fifty-two (52) consecutive weeks during each school year from July 1 to the following June 30.

Section 3.
Except for retirement and social security, only full-time employees shall be eligible for the benefits set forth in this Agreement, unless regular part-time or part-time employees are specifically mentioned for any benefit. However, part-time employees who had been granted other employee benefits set forth in this Agreement prior to June 30, 1971, shall continue to be eligible for such benefits. No other part-time employees shall be eligible.

Section 4.
Work assignments and building assignments will be made in accordance with the best interests of the Employer as determined by the Employer.

Section 5.
Agreements for the payment of overtime and/or premium rates, contained in this Agreement, are not to be construed to require a duplication of overtime wage payment, involving the same hours of work. Thus, there shall be no pyramiding of overtime and/or premium pay for any reason whatsoever.

Section 6. - Tool Allowance
In the event an employee in the Senior Auto Mechanic classification requires an additional tool or tools to discharge the responsibilities of the Senior Auto Mechanic position, the employee shall submit a written request to the head auto mechanic. That written request shall specify the tool or tools needed. If the head auto mechanic approves the purchase of that tool(s), the purchase shall be made by the District. During any twelve-month period from July 1 through the following June 30, no more than four hundred dollars ($400.00) of purchases may be made on behalf of any one employee.
Section 7.
Thermal coveralls and rubber boots shall be made available to auto mechanics, maintenance mechanics, and groundskeepers. A safety shoe allowance of up to $100.00 per year, upon presentation of a receipt, shall be allowed each chapter member.

Section 8.
Whenever the employer assigns a Chapter employee to the shift of an absent full-time employee, the assigned employee will be assigned a minimum of four hours, except that a five-hour minimum will apply when chalkboards are cleaned. If more than one employee is so assigned, the minimum combined time shall be four hours. This is not considered call back time.

Section 9.
Employees who are regularly assigned to drive District-owned vehicles of any size to carry out their work duties may be required to participate in a random drug and alcohol-testing program under the provisions of the policy of the Board of Education.

Article 6
Wages

Section 1. - Overtime Pay
Any employee who works more than forty (40) hours in any workweek shall be paid at the rate of one and one-half (1.5) times his regular hourly rate, including shift differential, if any, for each such overtime hour which was approved in advance and which was actually worked.

Personal leave, holiday leave, bereavement leave, sick leave, vacation leave, jury duty leave, and weather emergency hours, if granted pursuant to the terms of this Agreement, may be treated as working hours only in determining if an employee has worked forty (40) hours during the workweek. Time taken for unauthorized leave shall not be credited as time worked.

If an employee has worked forty (40) hours during a workweek and is requested by his/her Building Principal, or the director of his/her department, to work on the employee’s second regularly scheduled day off in the seven (7) consecutive calendar days within which such workweek occurs such employee shall be paid at the rate of two (2) times his/her regular hourly rate for each hour actually worked that day. (Example: Employee’s week is Monday through Sunday. His/her workweek is Monday through Friday and he/she worked forty (40) hours. The Principal asked the employee to work on Sunday, which is the employee’s second regularly scheduled day off. The employee would receive two (2) times his/her regular hourly rate for each hour actually worked on Sunday.)

Payment at the rate of time and one-half or double time, as the case may be, will be made only for those overtime hours actually worked which hours have been approved in advance. Only the Building Principal or the director of the department in which the employee works may authorize overtime work.

Section 2. – Call-back Pay
Any employee who has completed his regularly scheduled shift on any given day and who has left the Employer’s premises and who is called back to work by the director of his department or the Building
Principal prior to the start of his/her next regularly scheduled shift shall be assured a minimum of two (2) hours of work at time and one-half. It is understood and agreed that early overtime shall not be considered call-back time.

Section 3. - Shift Differential
a. Each employee whose regularly scheduled workday commences between the hours of 12 midnight and 12:59 p.m. shall receive no shift differential.

b. Each employee whose regularly scheduled workday commences between 1:00 p.m. and 6:00 p.m. shall be paid a shift differential of fifty-five (55) cents per hour.

c. Each employee whose regularly scheduled workday commences between 6:01 p.m. and 11:59 p.m. shall be paid a shift differential of sixty-five (65) cents per hour.

d. Employees shall not be paid a shift differential at times when the employee is not assigned to a shift for which a differential is paid.

Section 4.
The hourly rate for any individual employed after the execution of this Agreement shall be determined by the District but shall be at a rate not less than the minimum for the job classification to which the individual is assigned. In addition, all employees hired on or after July 1, 1995 will be subject to maximum pay rates as listed below. The minimums and maximums are as follows:

<table>
<thead>
<tr>
<th>Job Classification</th>
<th>July 1, 2008</th>
<th>July 1, 2009</th>
<th>July 1, 2010</th>
</tr>
</thead>
<tbody>
<tr>
<td>Custodian</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Senior High</td>
<td>$15.48-23.07</td>
<td>$15.75-23.88</td>
<td>$16.03-24.72</td>
</tr>
<tr>
<td>Assistant Custodian/Working Foreman</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Senior High</td>
<td>11.91-16.96</td>
<td>12.12-17.55</td>
<td>12.33-18.16</td>
</tr>
<tr>
<td>Roth</td>
<td>11.31-16.11</td>
<td>11.51-16.67</td>
<td>11.71-17.25</td>
</tr>
<tr>
<td>Burger/NGA</td>
<td>10.70-15.27</td>
<td>10.89-15.80</td>
<td>11.08-16.35</td>
</tr>
<tr>
<td>Mechanic I</td>
<td>15.61-25.37</td>
<td>15.88-26.26</td>
<td>16.16-27.17</td>
</tr>
<tr>
<td>Head Auto Mechanic</td>
<td>15.61-25.36</td>
<td>15.88-26.25</td>
<td>16.16-27.17</td>
</tr>
<tr>
<td>Senior Auto Mechanic</td>
<td>15.30-24.22</td>
<td>15.57-25.07</td>
<td>15.84-25.95</td>
</tr>
<tr>
<td>Groundskeeper</td>
<td>10.48-16.15</td>
<td>10.66-16.72</td>
<td>10.85-17.31</td>
</tr>
</tbody>
</table>
Effective July 1, 2008, all employees will receive a 3.95% increase in their hourly rate of pay.
Effective July 1, 2009, all employees will receive a 3.95% increase in their hourly rate of pay.
Effective July 1, 2010, all employees will receive a 3.95% increase in their hourly rate of pay.

Section 5.
The District reserves the right to employ apprentices in any job classification set forth in this Agreement. Regardless of the classification to which the apprentice is assigned, he/she shall be paid an hourly rate of $4.25. To be eligible for appointment as an apprentice, the individual must be a high school student. An apprentice may not be employed for more than two of the employer's fiscal years. The employer reserves all rights with respect to the interpretation and implementation of the apprenticeship program.

Apprentices are not covered by this Agreement nor are they eligible for any benefits under this Agreement.

Section 6.
The employee who is responsible for the maintenance and operation of the swimming pool on a regular and continuing basis, shall be paid an additional stipend of $1.50 per hour over and above the employee’s hourly rate for each authorized hour spent in attending to the swimming pool. The employee must possess a valid New York State Pool and Spa Operator Certificate. This $1.50 per hour stipend is recognized as separate and apart from the hourly rate and will not be included in any calculation of overtime entitlement. During the school year it is expected that under normal circumstances it will take not more than five (5) hours to maintain and operate the pool and related areas surrounding the pool. In a like manner, an additional stipend of $1.50 per hour, over and above the employee’s hourly rate, will be paid for pesticide application for each hour a certified (in pesticide application) employee is involved in such application.

The employer reserves the right to determine which employee(s) will be requested to perform that work. Further, the employer may change that assignment at its sole discretion.

Section 7.
Effective July 1, 1985, a longevity payment will be awarded to 52-week employees based on consecutive total years of service in the District whether full or part time. Service will be credited as follows: One full-time 52-week year equals 1; one full-time 43-week year equals .8; one part-time 52-week year equals .6; one part-time 43-week year equals .5.

a. Payment will be made in one lump sum in the last paycheck in June, or last paycheck upon retirement, but shall not be used as part of the employees’ annual salary calculations.

b. Eligibility for longevity awards shall begin from the employment anniversary date. If the anniversary date of employment does not coincide with the beginning of the District’s fiscal year when an employee is first eligible to receive a longevity award, it shall be pro-rated for that workyear.

c. Eligible employees shall receive the longevity award each year of the contract.

30
d. Longevity Schedule:

<table>
<thead>
<tr>
<th>Service Duration</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>More than 10 yrs. to 15 yrs. of service</td>
<td>$125</td>
</tr>
<tr>
<td>More than 15 yrs. to 20 yrs. of service</td>
<td>$225</td>
</tr>
<tr>
<td>More than 20 yrs. of service</td>
<td>$325</td>
</tr>
</tbody>
</table>

e. For longevity purposes only, employees who previously worked for the District, resigned and returned to work within one (1) year of that resignation, shall be credited with their prior years of service. No more than one such break in service will be considered.

Section 8.

Employees temporarily assigned to work in a higher job classification for one (1) or more consecutive workdays shall be paid the minimum wage for that job classification or 10%, whichever is greater, from the start of that assignment. Employees will not be assigned in a manner intended to avoid the obligations of this section.

Section 9.

Employees performing asbestos or mold removal work shall be paid an additional stipend of $3.00 per hour over and above the employee’s hourly rate for each authorized hour spent in asbestos or mold removal work. The employer reserves the right to determine which employee(s) will be requested to perform that work. Further, the employer may change that assignment at its sole discretion.

Article 7

Emergency Closings

The supervisory personnel must report to work on days when school has been closed as the result of an emergency. The grounds crew and employees in the Transportation Department must also report to work in accordance with the present practice.

The supervisory personnel will call other employees for work as needed on a rotating seniority basis.

All employees required to work must report to work or lose the day’s pay unless the employee has a verifiable illness or emergency. Employees reporting to work will be paid double their regular rate of pay for the hours actually worked. Employees not required to report to work will receive pay for the day. If an employee is called in for snowplowing before the start of his/her regular shift and is also required to work overtime beyond the end of his/her shift, the hours worked after the shift ends shall be at double times the regular rate of pay.

Article 8

Seniority, Lay off, and Recall

Section 1.

An employee’s seniority date is the date an employee was first appointed to any position covered by this agreement, so long as the employee has been continuously employed in a covered position since that date. The most recent single break in service of forty-five (45) days or less shall be disregarded in determining continuous service. This section is superseded by Civil Service rules and regulations for competitive class employees.
Section 2.
If, in the District’s opinion, it becomes desirable to lay off one or more employees from within a competitive position as listed below, or any subsequently created competitive position, the District shall follow the Civil Service rules and regulations:

- Assistant Custodian
- Custodian
- A-V Mechanic
- Head Auto Mechanic
- Bus Dispatcher

A custodian or assistant custodian to be laid off under this section may displace the least senior full-time cleaner if he or she has more seniority than such employee. A head auto mechanic to be laid off under this section may displace the least senior Senior Auto Mechanic if he or she has more seniority than such employee.

Section 3.
If, in the District’s opinion, it becomes desirable to lay off one or more employees from within a non-competitive position as listed below, or any subsequently created non-competitive position, the District shall first lay off part-time employees from within that classification. If the lay off reaches beyond part-time employees, employees shall be laid off in reverse order of seniority in the particular skill within the classification. Such employee may displace the least senior employee in the groundskeeper, courier, or cleaner-laborer classification if he or she has more seniority than such employee.

- Mechanic II
- Mechanic I
- Senior Auto Mechanic
- Head Bus Driver

Section 4.
If, in the District’s opinion, it becomes desirable to lay off one or more employees from within the groundskeeper, courier, or cleaner-laborer position, part-time employees shall be laid off in reverse order of seniority from within that classification.

If the lay off reaches beyond part-time employees, employees shall be laid off in reverse order of seniority from within that job classification.

Section 5.
In the event of a lay off from a non-competitive position the employee(s) laid off shall be placed on a recall list for four (4) calendar years after the date of lay off, or until the employee rejects an offer of recall, whichever occurs first.

Section 6.
A full-time employee laid off and placed on the recall list shall be eligible for recall only to a full-time or part-time position in the classification from which the employee was laid off. The employee may refuse recall to a part-time position and retain recall rights under this Article to a full-time position.
Section 7.
The decision to lay off is at the sole discretion of the District and will not be subject to the grievance procedure of this Agreement.

Section 8.
An employee enjoying recall rights shall keep the District’s Human Resources Office informed, in writing, of their current address and any changes of address. Recall offers shall be by regular mail to the employee’s most current known address. The employee shall notify the District, in writing, within five (5) days after the date of the District’s written offer. Failure to respond within this time frame shall constitute a rejection and the employee’s name shall be removed from the recall list.

Section 9.
In the event of a lay off and displacement of a less senior employee, the employee whose position had been abolished shall have his/her hourly rate reduced by 10% or to the hourly rate of the highest paid employee in the classification into which he/she bumped, whichever is less.

Article 9
Vacations

Section 1.
Employees will be eligible for vacation with pay according to the following schedule:

<table>
<thead>
<tr>
<th>Service</th>
<th>Vacation Days Per Fiscal Year</th>
</tr>
</thead>
<tbody>
<tr>
<td>a. Completion of first through and including fifth year of continuous employment</td>
<td>10 working days</td>
</tr>
<tr>
<td>b. Completion of fifth through and including tenth year of continuous employment</td>
<td>15 working days</td>
</tr>
<tr>
<td>c. Completion of tenth year of continuous employment</td>
<td>20 working days</td>
</tr>
<tr>
<td>d. Completion of fifteenth year of continuous employment</td>
<td>25 working days</td>
</tr>
</tbody>
</table>

Employees become eligible for the appropriate earned vacation on July 1 of each year.

Section 2.
During the first year of employment by the District, vacation earnings, calculated as of June 30, shall be pro-rated as follows:

<table>
<thead>
<tr>
<th>Date of Placement On Payroll</th>
<th>Vacation Allotment</th>
</tr>
</thead>
<tbody>
<tr>
<td>July</td>
<td>100%</td>
</tr>
<tr>
<td>August</td>
<td>90%</td>
</tr>
<tr>
<td>September</td>
<td>80%</td>
</tr>
<tr>
<td>October</td>
<td>70%</td>
</tr>
<tr>
<td>November</td>
<td>60%</td>
</tr>
</tbody>
</table>
Employees hired between July 1 and December 30 will receive earned vacation days on a pro-rated basis effective January 1 of the first year of employment. Vacation days earned between January 1 and June 30 of the first year of employment will be received on July 1.

Section 3.
Requests for vacation days shall be made to the employee's immediate supervisor as far in advance of the requested days as practicable.

Section 4.
Vacation days accrued pursuant to this Article may be taken at any time during the twelve calendar months following July 1 of each fiscal year, but any and all vacation time requires the prior approval of the Superintendent or his/her designee.

Section 5.
There shall be carryover of a maximum of ten (10) vacation days from year to year.

Section 6.
Payment for vacation time shall be calculated by multiplying the employee’s base hourly rate at the time of the commencement of the leave, inclusive of shift differential and exclusive of merit increment, exceptional contribution increment, etc., times the number of hours for which that employee would have been regularly scheduled to work but for the leave.

Article 10
Exceptional Contribution Program

Full-time employees who were receiving exceptional contribution increases as of June 30, 1976, and those who may have received such increases in the school year 1976-77, based upon their performance in the school year 1975-76, shall be held harmless from the abolition of such increases as long as they remain in the employ of the District.
Article 11
Promotions

Section 1.
Before an employee covered by this Agreement can be given a probationary appointment to a position in a higher job classification, such employee must have passed the appropriate Civil Service examination. If such employee has not passed such examination, he/she may be promoted to the position in the higher job classification but will be given a provisional appointment pending such employee’s passage of the appropriate Civil Service examination.

Section 2.
If an employee who is being promoted to a job in a higher job classification has received one or more Exceptional Contribution award(s) prior to such promotion, the lump sum of such award(s) shall be carried forward by the employee to the new position in its lump sum form.

Section 3.
If an employee has a permanent appointment within the district and such employee is given a provisional or probationary appointment to a position in a higher job classification, such employee will be eligible to return to the position in which he/she had a permanent appointment until such time as such employee receives a permanent appointment in the position in the higher job classification.

Article 12
Release Time

The President of the Chapter, or designee, shall be allowed up to 20 days of release time per workyear. Such hours may be taken at times mutually agreed upon by the President and the Superintendent. The Association will pay to the employer the cost of the substitute used to replace the President, or designee, during such release.

Article 13
Health Care Fund

The District will maintain a Health Care Fund governed by Internal Revenue Service regulations for all full-time 52-week Chapter employees. The District shall make annual contributions to the fund as follows:

<table>
<thead>
<tr>
<th>Coverage</th>
<th>July 1, 2009 Employee</th>
<th>July 1, 2009 District</th>
<th>July 1, 2010 Employee</th>
<th>July 1, 2010 District</th>
</tr>
</thead>
<tbody>
<tr>
<td>Single</td>
<td>$32.00</td>
<td>$836.00</td>
<td>$32.00</td>
<td>$1,036.00</td>
</tr>
<tr>
<td>Two-Person</td>
<td>40.00</td>
<td>996.00</td>
<td>40.00</td>
<td>1,196.00</td>
</tr>
<tr>
<td>Family</td>
<td>49.00</td>
<td>1,176.00</td>
<td>49.00</td>
<td>1,376.00</td>
</tr>
</tbody>
</table>

The employee’s contribution shall be made by payroll deduction.
Article 14
License Fees

The District shall pay license fees which are required for and/or related to the unit member's job and for which the unit member has prior written approval from the Director of School Facilities and the Executive Director of Human Resources. The school district will reimburse an employee for half of the cost charged by the state for renewing a commercial driver’s license if the employee is required by the school district to have that license.

Article 15
Tuition Reimbursement

The District will pay 50% of the cost of tuition upon successful completion of any job-related course to an annual maximum of $500 per employee with the prior approval of the employee’s supervisor and the Executive Director of Human Resources.
APPENDIX B
PARAPROFESSIONALS CHAPTER

Article 1
Hours of Work

Section 1. - Workyear
The workyear for all aides shall be the days students are in attendance, the day before the first day of student attendance, plus any additional days as required by this contract. The Employer may designate additional workdays during the fiscal year for specific Chapter members based on the operational needs of the District.

Section 2. - Workweek
The normal workweek for each regular full-time and regular part-time employee shall consist of five (5) consecutive workdays, within seven (7) consecutive calendar days, which five (5) workdays shall be determined for each employee at the sole discretion of the Employer and which days may be changed, for any or all of the employees, at the sole discretion of the Employer.

The normal workweek for each part-time employee shall be determined for each such part-time employee at the sole discretion of the Employer. The Employer may in its discretion change the day or days of work for any such part-time employee.

Section 3. - Workday
The normal workday for a regular full-time employee shall consist of at least six (6) consecutive hours exclusive of a one-half (1/2) hour per day unpaid meal period.

The normal workday for the regular part-time employees and the part-time employees shall be determined at the sole discretion of the Employer. The Employer may in its discretion change the workday of any such employee to meet the needs of the District.

Section 4.
The foregoing Sections 1, 2 and 3 shall in no way be construed or interpreted as a guaranteed number of hours of work per day, per week or per employment year, or a guaranteed number of days of work per week or per year.

Article 2
Physical Examinations

After the employee is offered employment, but not later than sixty (60) days after the first scheduled day of employment, the employee shall submit to the District Medical Officer, on a form provided by that Medical Officer, the results of a medical questionnaire. Said officer may request the employee to provide additional data, including a physical exam at the employer's expense. For failure to comply with this requirement, the employee shall not be permitted to continue employment.
Article 3
Sick Leave

Section 1.
Each regular full-time employee shall be entitled to ten (10) sick leave days per year, accumulative to 200 days. During the first year of employment sick leave shall be pro-rated as follows:

<table>
<thead>
<tr>
<th>Date Of Placement On Payroll</th>
<th>Sick Days</th>
</tr>
</thead>
<tbody>
<tr>
<td>September</td>
<td>10</td>
</tr>
<tr>
<td>October</td>
<td>9</td>
</tr>
<tr>
<td>November</td>
<td>8</td>
</tr>
<tr>
<td>December</td>
<td>7</td>
</tr>
<tr>
<td>January</td>
<td>6</td>
</tr>
<tr>
<td>February</td>
<td>5</td>
</tr>
<tr>
<td>March</td>
<td>4</td>
</tr>
<tr>
<td>April</td>
<td>3</td>
</tr>
<tr>
<td>May</td>
<td>2</td>
</tr>
<tr>
<td>June</td>
<td>0</td>
</tr>
</tbody>
</table>

Section 2.
Each regular part-time employee shall be entitled to four (4) days of sick leave per year, accumulative to 100 days. (Selected) Accompanists shall be entitled to five (5) sick leave days per year based on a five (5) hour day.

Section 3.
Sick leave shall be taken only for the personal illness or physical disability of the employee.

Section 4.
Charges against accumulated sick leave shall be made commencing with the first day of illness or disability.

Section 5.
The Superintendent may request a doctor’s certificate if the sick leave taken exceeds five (5) consecutive days or occurs on the day immediately preceding or following a school recess.

Section 6.
If an employee has exhausted his/her accumulated sick leave, he/she may request the Superintendent to recommend to the Board the granting of additional sick leave. Such request shall be in writing and shall be accompanied by a doctor’s certificate, which shall state the anticipated date of the employee’s return to work. At his/her sole discretion, the Superintendent may recommend all, any part of or none of the requested additional sick leave.
The Board, at its sole discretion, may grant all, any part of or none of the additional sick leave days as recommended by the Superintendent. Decisions by the Board are not subject to the grievance procedure. Any extensions of sick leave granted by the Board requires the employee to first use all accumulated sick and personal leave time.

If an employee has exhausted his/her accumulated paid accruals as stated above, he/she must request an unpaid medical leave of absence. The request shall be in writing and shall be accompanied by a statement from the employee’s personal physician who shall state the anticipated date of the employee’s return to work.

Health and life insurance benefits will continue at District expense for three (3) months after exhaustion of paid sick leave inclusive of a maximum of 12 months of Workers’ Compensation benefits. After this period an employee placed on an unpaid medical leave of absence may continue his/her membership, at his/her own expense, in the District’s health and life insurance programs. The employee shall make arrangements through the District Business Office for payment of the premiums.

Section 7.
In the event of the death of an actively employed unit member, unused sick leave will be paid out at the rate of $25.00 per day, with the maximum payment not to exceed $5,000. This payment will be made to the estate of the deceased employee.

Article 4
Holidays

Section 1.
Each regular full-time employee shall be entitled to nine (9) holidays with pay per year. Each of the holidays shall be designated by the Employer and may be changed annually at the sole discretion of the Employer. The Employer shall consult with the Chapter on the placement of holidays.

Each regular part-time and part-time employee will be entitled to two (2) holidays with pay per year. (Selected) Accompanists will be entitled to two (2) holidays with pay per year based on a five (5) hour day.

Section 2.
Unless excused by the Employer, to be eligible for holiday pay, the employee must have worked the last scheduled workday before and the first scheduled workday after the day on which the holiday is observed.

When holidays are scheduled consecutively, the employee will be eligible for one paid holiday if that employee worked either the last scheduled workday before or the first scheduled workday after the days on which the holidays are observed.

Section 3.
Payment for holidays shall be calculated by multiplying the employee’s base hourly rate at the time of the commencement of the leave times the number of hours for which that employee would have been regularly scheduled to work but for the holiday.
Article 5
General Provisions

Section 1. - Regular Full-Time Employees
For purposes of this unit, “regular full-time employee(s)” shall mean those employees who have a regularly scheduled workweek of thirty (30) or more hours, exclusive of a one-half hour (1/2) per day unpaid lunch period and are employed for a minimum of thirty (30) consecutive weeks.

Section 2. - Regular Part-Time Employees
For purposes of this unit, “regular part-time employee(s)” shall mean those employees who have a regularly scheduled workweek of at least twenty (20) but not more than twenty-nine (29) hours and are employed for a minimum of thirty (30) consecutive weeks.

Section 3. - Part-Time Employees
For purposes of this unit, “part-time employee(s)” mean those employees who have a regularly scheduled workweek of less than twenty (20) hours and who are employed for a minimum of thirty (30) consecutive weeks. (Selected) Accompanists, as defined in (November) 2004 Memorandum of Agreement, are also considered part-time employees.

Section 4.
Work assignments and building assignments will be made in accordance with the best interest of the Employer as determined in its sole discretion by the Employer.

Section 5.
Agreements for the payment of overtime and/or premium rates, contained in this Agreement, are not to be construed to require a duplication of overtime wage payment, involving the same hours of work There shall be no pyramiding of overtime and/or premium pay for any reason whatsoever.

Section 6.
The President of the Chapter, or designee, shall be allowed up to twenty (20) days of released time per school year. Such days may be taken at times mutually agreed upon by the President and the Superintendent. The Chapter will pay to the Employer the cost of the substitute used to replace the President, or designee, during such release.

Section 7.
The district will conduct drug and alcohol testing on paraprofessional bargaining unit members who are regularly assigned to drive District-owned vehicles where there is reasonable suspicion of on-duty drug and/or alcohol use or being under the influence of drugs and/or alcohol while on duty.

Article 6
Wages

Section 1. - Overtime Pay
Any employee who works more than forty (40) hours in any workweek shall be paid at the rate of one and one-half (1-1/2) times his regular hourly rate for each such overtime hour which was approved in App. B-Para 40
advance and which was actually worked. Personal leave, holiday leave, bereavement leave, sick leave, jury duty leave, and weather emergency hours, if granted pursuant to the terms of this Agreement, may be treated as working hours only in determining if an employee has worked forty (40) hours during the workweek.

Section 2.
Effective July 1, 2008, all employees will receive a 3.95% increase in their hourly rate.
Effective July 1, 2009, all employees will receive a 3.95% increase in their hourly rate.
Effective July 1, 2010, all employees will receive a 3.95% increase in their hourly rate.

Section 3. - Minimum/maximum hiring rates:

<table>
<thead>
<tr>
<th>Position</th>
<th>July 1, 2008</th>
<th>July 1, 2009</th>
<th>July 1, 2010</th>
</tr>
</thead>
<tbody>
<tr>
<td>School Aide</td>
<td>$7.38-10.38</td>
<td>$7.51-10.74</td>
<td>$7.64-11.12</td>
</tr>
<tr>
<td>Teacher Aide</td>
<td>7.94-11.88</td>
<td>8.08-12.30</td>
<td>8.22-12.73</td>
</tr>
<tr>
<td>Teaching Assistant</td>
<td>9.30-13.27</td>
<td>9.46-13.73</td>
<td>9.63-14.21</td>
</tr>
<tr>
<td>Technology Teaching</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Assistant</td>
<td>11.33-16.15</td>
<td>11.53-16.72</td>
<td>11.73-17.31</td>
</tr>
<tr>
<td>Sentry I</td>
<td>11.33-16.15</td>
<td>11.53-16.72</td>
<td>11.73-17.31</td>
</tr>
<tr>
<td>Accompanist</td>
<td>11.33-16.15</td>
<td>11.53-16.72</td>
<td>11.73-17.31</td>
</tr>
</tbody>
</table>

Section 4.
Effective July 1, 1985, a longevity payment will be awarded to full-time employees based upon consecutive total years of service in the District whether full- or part-time. Service will be credited as follows: Scheduled work hours of six hours or more per day equals one year; four to six hours per day equals .8 year; less than four hours per day equals .5 year.

a. Payment will be made in one lump sum in the last paycheck in June or last paycheck upon retirement but shall not be used as part of the employees’ annual salary calculations.

b. Eligibility for longevity awards shall begin from the employment anniversary date. If the anniversary date of employment does not coincide with the beginning of the District’s fiscal year when an employee is first eligible to receive a longevity award, it shall be pro-rated for that workyear.

c. Eligible employees shall receive the longevity award each year of the contract.

d. Longevity Schedule:

<table>
<thead>
<tr>
<th>Years of Service</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>More than 10 yrs. to 15 yrs. of service</td>
<td>$125</td>
</tr>
<tr>
<td>More than 15 yrs. to 20 yrs. of service</td>
<td>$225</td>
</tr>
<tr>
<td>More than 20 yrs. of service</td>
<td>$325</td>
</tr>
</tbody>
</table>

e. For longevity purposes only, paraprofessionals who previously worked as a paraprofessional for the District, resigned, and returned to work as a paraprofessional within one (1) year of that resignation, shall be credited with their prior years of service. No more than one such break in service will be considered.

App. B- Para
Section 5.
A Teacher Aide who is regularly and specifically assigned to the personal care of an individual student, as defined below, shall receive a 25% differential in the employee’s base hourly rate. This differential shall not exceed $3.25 per hour and shall not be less than $1.75 per hour. This differential shall only apply to care which includes specialized physical care, toileting, restraint or other closely related activity requiring significant physical contact with the student or physical exertion. When other Paraprofessionals are assigned as substitutes during the absence of the designated Teacher Aide, that Paraprofessional shall receive an additional $2.00 per hour.

Article 7
Seniority, Lay off, and Recall

Section 1.
An employee’s seniority date is the date an employee was first appointed to any position covered by this agreement, so long as the employee has been continuously employed in a covered position since that date. The most recent single break in service of forty-five (45) days or less shall be disregarded in determining continuous service. This section is superseded by Civil Service rules and regulations for competitive class employees, and Education Law for Certificated Staff.

Section 2.
If in the District’s opinion, it becomes desirable to lay off one or more employees from within a job classification, any temporary employees within such job classification would be laid off first. In the event the lay offs reached beyond the temporary employees within that job classification, then part-time employees within that job classification would be laid off in the reverse order of their seniority with the District. In the event lay offs reached beyond the temporary and part-time employees within that job classification, the District will follow the procedure as outlined in the Civil Service Law.

Section 3.
If part-time employees are laid off, those employees would be placed on a preferential recall list for a period of four (4) calendar years from the effective date of the lay off. Such employees would be recalled to the job classification from which they were laid off in the order of seniority at the time of the lay off. To be eligible for such recall the laid-off employee must keep the District apprised, in writing, of that employee’s current mailing address. The notice of recall will be mailed to that last known address. The employee must notify the District, in writing, of his or her acceptance of the position within ten (10) days after the date on the letter of recall. Such written acceptance shall be sent to the Executive Director of Human Resources. In the event the employee does not respond in a timely manner, or rejects the offered position, that employee’s name will be removed from the preferential recall list.

Section 4.
A Teacher Aide assigned specifically to assist with the educational needs of an individual student will be excepted from the previous sections of this article under specific circumstances. When such an Aide loses their assignment as a result of the removal of the Aide from the student’s educational plan or because the student is no longer registered in the school district, seniority rights under this article will take effect on the next June 30. In the interim, that employee will have priority to substitute as a paraprofessional at the rate of pay received while fully employed.
Article 8
Training Program

Section 1.
The District will provide a minimum of one (1) training program per school year for the eligible employees.

Section 2.
If the training program is conducted outside the regular workday, participation shall be voluntary.

Section 3.
If the eligible employee attends the training program, he or she shall be paid at the eligible employee’s regular hourly rate.

Article 9
Definitions

Section 1. - Teacher Aide
An individual under the direct supervision of a certified teacher who directly assists the certified teacher with various classroom related activities such as monitoring, recognizing and reporting students’ needs, maintaining control of students, organizing materials and keeping records of his/her classroom students.

Section 2. - School Aide
An individual who assists in the day-to-day operations of a school. Their duties consist of enforcing school rules, maintaining control of students, completing necessary paperwork on students, and monitoring students in assigned areas. Direct supervision is received from a professional staff member.

Section 3. - Youth Assistant
A security position responsible for maintaining order and providing protection to students, faculty and support service personnel within the school and on school property. The work is performed under the direct supervision of the school principal or other administrator. The Civil Service classification for this title is School Aide but, in the event of lay-off, Youth Assistants will be considered a separate job classification from School Aides. The District may continue to require specific clothing (a vest-type garment provided by the District in consultation with chapter President), training, security registration, and motor vehicle driving requirement for Youth Assistants.

Section 4. - Teaching Assistant
A teaching assistant serves under the general supervision of a certified teacher and may perform the functions outlined in the regulations of the New York State Education Department, including: assisting students in the use of instructional resources and assisting in the development of instructional materials; utilizing his or her own special skills and abilities in such areas as foreign language; working with individual students or groups of students on special instructional projects.

Section 5 – (Selected) Accompanist
An individual under the supervision of a certified music teacher or appropriate administrator who assists the certified music teacher with various related activities such as musical accompaniment; assisting
students in chorus rehearsals; completing necessary paperwork related to rehearsals, concerts and musical productions; working with individual students or groups of students on special musical performances.

**Article 10**
**Emergency Closings**

Section 1.
If it is necessary, in the sole discretion of the Employer, to cancel school because of an emergency, an announcement to that effect will be made on the radio as early as possible. It will be the responsibility of the building principal and/or designee, to call in those employees whose services are required. Employees who are not called need not report for duty but will receive their hourly rate for the hours they would otherwise have worked on that day. Employees who are called in and who, in fact, work on a day when school has been cancelled, shall receive pay at double their regular hourly rate for the time actually worked.

**Article 11**
**Work Breaks**

Section 1.
Each regular full-time employee shall be entitled to a ten (10) minute work break in the morning and a ten (10) minute work break in the afternoon of each regularly scheduled workday, not accumulative. The employee may opt for one twenty (20) minute work break upon mutual agreement with the immediate supervisor.

Section 2.
Each regular part-time employee shall be entitled to a ten (10) minute work break during his/her regularly scheduled workday.

Section 3.
Part-time employees shall not be entitled to a work break.

**Article 12**
**In-Service**

Section 1.
Unit members shall be compensated at the employee’s hourly rate for participation in in-service courses which are directly related to the unit member’s job and for which the unit member has prior written approval from the School Principal and Executive Director of Human Resources.

Section 2.
Youth Assistants shall be compensated at their hourly rate for participation in security guard registration and training programs. Where necessary, the district will pay the cost of state-mandated finger-printing and related expenses associated with registering as a security employee. Any Youth Assistant who resigns from the school district within one calendar year of employment in the position shall reimburse the district in full for all license fees and training costs expended by the district for that employee during that period.
Article 13
Assignments

Section 1.
When the Committee on Special Education directs that the physical needs of a handicapped student be met by additional resources, the District will determine the type and nature of the additional assistance to be provided. The Executive Director of Human Resources will notify the Chapter President of the nature of the additional assistance.

Section 2.
If an aide is placed in a role covering a classroom when a teacher is absent or assigned elsewhere, that teacher aide will supervise the classroom in a non-teaching capacity for not longer than forty-five (45) minutes. If the teacher's absence exceeds forty-five (45) consecutive minutes, a teacher will be assigned to the class.

Section 3.
When school aides are assigned as substitutes for a teacher aide, that school aide will receive an additional $.50 per hour from the start of the assignment. Employees will not be assigned in a manner intended to avoid the obligations of this section.

Article 14
Health Care Fund

The District will maintain a Health Care Fund governed by Internal Revenue Service regulations for all full-time Chapter employees. The District shall make annual contributions to the Health Care Fund as follows:

<table>
<thead>
<tr>
<th>Coverage</th>
<th>July 1, 2009 Employee</th>
<th>District Employee</th>
<th>July 1, 2010 Employee</th>
<th>District</th>
</tr>
</thead>
<tbody>
<tr>
<td>Single</td>
<td>$25.00</td>
<td>$701.00</td>
<td>$25.00</td>
<td>$901.00</td>
</tr>
<tr>
<td>Two-Person</td>
<td>30.00</td>
<td>801.00</td>
<td>30.00</td>
<td>1,001.00</td>
</tr>
<tr>
<td>Family</td>
<td>38.00</td>
<td>951.00</td>
<td>38.00</td>
<td>1,151.00</td>
</tr>
</tbody>
</table>

The employee’s contribution shall be made by payroll deduction.

Article 15
Tuition Reimbursement

Effective July 1, 1995, the District will pay 50% of the cost of tuition for any job-related course to an annual maximum of $500 per employee with prior approval of the employee’s supervisor and the Executive Director of Human Resources.

For Technology Teaching Assistants the district will pay 50% of the cost of tuition for any job-related course to an annual maximum of $1,000 per employee with prior approval of the employee’s supervisor and the Executive Director of Human Resources.
Article 16
Event Supervision

Subject to District discretion, paraprofessionals may be used to supervise events (including parking lots) at one and one-half times their regular hourly rate of pay.
APPENDIX C
BUS DRIVERS CHAPTER

Article 1
Hours of Work

Section 1. - Workweek
The normal workweek for full-time bus drivers shall consist of five (5) consecutive days.

Section 2. - Workday
The normal workday for a full-time bus driver shall consist of seven (7) hours or more.

The normal workday for a regular bus driver shall consist of 2 1/2 hours work in the morning and 2 1/2 hours work in the afternoon or at least 25 hours of work but less than 35 hours of work per week on a regular basis.

Section 3.
The foregoing Section 1 and 2 shall in no way be construed or interpreted as a guaranteed number of hours of work per day, per week or per employment year, or a guaranteed number of days of work per week or per year.

Article 2
Physical Examinations

Section 1.
Each school bus driver shall receive an annual physical examination by a school appointed physician. Each driver who is to be initially employed shall be examined within four weeks prior to the beginning of service. In no case shall the interval between physical examinations exceed a 12-month period.

A chest X-ray or Tine test shall be required every three years. The written report of the physician shall be used by the Superintendent of Schools in determining the fitness of the bus driver to operate or to continue to operate school conveyances. (Comm. Reg. 156.13).

Section 2.
Full-time, regular and part-time bus drivers shall meet all the regulations prescribed by the Commissioner of Education, Vehicle and Traffic Law, regulations of the Commissioner of Motor Vehicles.

Section 3.
Full-time, regular and part-time bus drivers’ appointments shall be yearly in accordance with above, as well as the driver’s yearly performance in the District.

Section 4.
A driver who is required by the District to take any physical examination or medical test shall be paid at the regular rate of pay for such examination or test. When the examination is not scheduled contiguous to
a work shift, one hour of pay is guaranteed. When the examination is scheduled during a regular driving assignment, the driver will be paid for the length of the regular assignment.

Section 5.
The District shall pay the employee the difference between the actual cost of the medical opinions and/or laboratory tests and the health insurance reimbursement received by the employee when such second medical opinions and/or laboratory tests are required by the District.

Section 6.
If the bus driver’s personal physician submits a report which is in conflict with the District physician, the District physician will confer with the employee’s personal physician.

Article 3
Sick Leave

Section 1.
Full-time and regular bus drivers who have a regular driving assignment of 25 hours or more shall accrue annual sick leave at the rate of 10 times the number of hours that employee is regularly scheduled to drive per day. Such leave may be accumulated to a maximum of 1,500 hours. Part-time drivers shall accrue annual sick leave at the rate of four times the number of hours the employee is regularly scheduled to drive per day. Such leave may be accumulated to a maximum of one hundred-fifty hours. If an employee’s driving schedule is changed during the course of the school year, that employee’s annual sick leave accrual will be pro-rated accordingly.

A driver reverting from regular to part-time would retain accumulated sick leave.

Section 2.
Leave taken pursuant to this article shall be for the personal illness or physical disability of the bus driver.

Section 3.
Charges against accumulated sick leave shall be made commencing with the first day of illness or disability.

Section 4.
The Superintendent of Schools may request a doctor’s certificate if the sick leave taken exceeds 5 consecutive days or occurs on the day immediately preceding or following a holiday or school recess. Once the driver is able to return to work and has the appropriate forms, the District will provide the opportunity for the driver to have the necessary paper work completed by the school physician as soon as possible. If the driver provides the District the appropriate forms, the District will contact the school physician for a verbal clearance to return to work.

Section 5.
The medical requirement procedures established for drivers who are out of work due to the following:

1. Prolonged illness over 5 days;
2. Any hospitalization, or any out-patient surgical procedure wherever performed;

App. C- Bus Dr.
3. Injury that required medical attention; must have their doctor’s report approved by Rush-Henrietta Central School physician. This report must include the following:
   a. Nature of the illness.
   b. What medication was used.
   c. If patient is or is not still on any medication.
   d. If on medication - how much and how it must be taken.
   e. Advisability of patient driving school bus at that time.

Section 6.
A full-time or regular bus driver who is ill and cannot report for work at the beginning of a school year will be paid at his regular rate under the sick leave policy for each day of such absence up to and including the total sick leave accumulation provided that employee has been appointed by the Board of Education for that school year.

Section 7.
A bus driver shall notify the Director of Transportation as soon as practicable after said employee knows that he/she will be taking sick leave.

Section 8.
During the first six (6) months of employment from the last date of hire, not more than one (1) day of sick leave per month may be taken.

Section 9.
If an employee has exhausted his/her accumulated sick leave, he/she may request the Superintendent to recommend to the Board the granting of additional sick leave. Such request shall be in writing and shall be accompanied by a doctor’s certificate, which shall state the anticipated date of the employee’s return to work. At his/her sole discretion, the Superintendent may recommend all, any part of or none of the requested additional sick leave.

The Board at its sole discretion, may grant all, any part of or none of the additional sick leave days if and as recommended by the Superintendent. Decisions by the Board are not subject to the grievance procedure. Any extensions of sick leave granted by the Board requires the employee to first use all accumulated sick and personal leave time.

If an employee has exhausted his/her accumulated paid accruals as stated above, he/she must request an unpaid medical leave of absence. The request shall be in writing and shall be accompanied by a statement from the employee’s personal physician who shall state the anticipated date of the employee’s return to work.

Health and life insurance benefits will continue at District expense for three (3) months after exhaustion of paid sick leave inclusive of a maximum of 12 months of Workers’ Compensation

App. C- Bus Dr.
benefits. After this period an employee placed on an unpaid medical leave of absence may continue his/her membership at his/her own expense, in the District’s health and life insurance programs. The employee shall make arrangements through the District Business Office for payment of the premiums.

Section 10.
Payment for sick leave shall be calculated by multiplying the employee’s base hourly rate at the time of the commencement of the leave, inclusive of shift differential, merit increment, exceptional contribution increment, etc., times the number of hours for which that employee would have been regularly scheduled to work but for the leave.

Section 11.
In the event of the death of an actively employed unit member, unused sick leave will be paid out at the rate of $25.00 per day, with the maximum payment not to exceed $5,000. This payment will be made to the estate of the deceased employee.

Article 4
Holidays

Section 1.
Each full-time or regular bus driver hired on or after July 1, 1976 shall be eligible for holiday pay from the date that he/she is appointed by the District as a full-time or regular bus driver. Such employee shall receive nine (9) days to be determined in accordance with the school calendar.

Each regularly-scheduled part-time employee will be entitled to two (2) holidays with pay per year.

Section 2.
Payment for holidays shall be calculated by multiplying the employee’s base hourly rate at the time of the commencement of the leave, exclusive of shift differential, merit increment, exceptional contribution increment, etc., times the number of hours for which that employee would have been regularly scheduled to work but for the leave.

Section 3.
Unless excused by the Employer, to be eligible for holiday pay the employee must have worked the last scheduled workday before and the first scheduled workday after the day on which the holiday is observed. When holidays are scheduled consecutively, the employee will be eligible for one paid holiday if that employee worked either the last scheduled workday before or the first scheduled workday after the days on which the holidays are observed.

Article 5
General Provisions – Definitions

Section 1. - Full-Time Bus Drivers
For purposes of this unit, “full-time employee(s)” shall mean the employees who have a regularly scheduled workweek of 35 or more hours, 182 days or more per year.
Section 2. - Regular Driver
For purposes of this unit, "regular driver" shall also mean "regular monitor" and shall mean those employees who have 25 hours per week or more on a regularly-scheduled driving assignment but less than 35 hours per week, 182 days or more.

Section 3. - Part-Time Driver
For purposes of this unit, "part-time driver" shall also mean part-time monitor and shall mean those employees who work less than 25 hours per week on a regularly scheduled assignment.

Section 4. - Benefits
Only full-time and regular drivers shall be eligible for the benefits set forth in this Agreement unless a contractual provision specifically states that part-time employees shall be eligible. The exception is that part-time employees who had been granted other employee benefits set forth in this Agreement prior to June 30, 1971, shall continue to be eligible for such benefits.

Section 5. - Assignments
Work assignments and bus assignments will be made in accordance with the best interests of the Employer as determined by the Employer.

A kindergarten, mid-day, or late-day run that becomes vacant mid-year will be posted for five (5) days and drivers interested in the run will sign their name to the posting. The Director of Transportation will review the names on the posting, will rank the names in order of seniority, and will check each driver's total number of driving hours. The run will be assigned by seniority except as modified below.

If the addition of the Kindergarten, mid-day, or late-day run that becomes vacant mid-year puts the most senior driver interested over forty (40) hours per week, the Director will either adjust the driver's existing kindergarten, mid-day, or late-day run, or adjust the vacant run itself to fit the vacant run within forty (40) hours per week. The driver will not be awarded the vacant run if the schedule of runs or vacant run cannot be adjusted to fit the vacant run into a forty (40)-hour week. The Director will then proceed to the next most senior driver. The Director will not adjust the driver's regular morning/afternoon run combination to fit the vacant run within a forty (40)-hour week. The piece of the kindergarten run which has been adjusted will be awarded to the next most senior driver in compliance with these procedures.

A driver with an existing kindergarten run is not eligible to apply for a vacant mid-year kindergarten run.

A shuttle is excluded from the process specified herein.

A driver who signs up for a kindergarten, mid-day, or late-day run that becomes vacant mid-year and is already over forty (40) hours due to his/her regular morning/afternoon run combination is not eligible for such run.

Any kindergarten, mid-day, or late-day run that becomes vacant mid-year due to the driver's temporary leave of absence is not subject to the procedures specified herein.

App. C- Bus Dr.
Section 6. - “Workday”
For purposes of this unit, “workday” shall mean the number of hours the employee is regularly scheduled to drive per day.

Section 7. - Extra Trips
Substitute drivers will be considered for extra trips only when:

a. regularly assigned drivers are not available, and/or
b. when regularly assigned drivers would go beyond forty (40) hours per week, resulting in time and one-half.

Section 8. - Run Time Guarantees
Each full-time and regular bus driver is guaranteed the following:

a. 2 1/2 hours pay for each morning and each afternoon run
b. 1 hour pay for a kindergarten, mid-day, exam schedule, or early dismissal run
c. 2 hours pay if a trip is cancelled after the bus driver has arrived.

Section 9. – Summer Rates
A driver who drives a summer route shall receive a differential added to the driver's regular hourly rate of pay. The differential is equal to 3.4% of the driver's regular hourly rate of pay.

Article 6
Wages

Section 1. - Overtime
Any employee who works more than forty (40) hours in any workweek shall be paid at the rate of one and one-half (1-1/2) times his regular rate for each such overtime hour which was actually worked. Personal leave, holiday leave, bereavement leave, sick leave, jury duty leave, and weather emergency hours, if granted pursuant to the terms of this Agreement, shall be treated as working hours only in determining if an employee has worked forty (40) hours during the workweek. Time taken for unauthorized leave shall not be credited as time worked.

Section 2.
On July 1, 2008, the hourly rate for all full-time, regular, and part-time bus drivers will increase as follows:

- Those earning $17.50 or less will be increased by $.71.
- Those earning $17.51 or more will be increased by $.73.

On July 1, 2009, the hourly rate for all full-time, regular, and part-time bus drivers will increase as follows:

- Those earning $17.50 or less will be increased by $.63.
- Those earning $17.51 or more will be increased by $.58.
On July 1, 2010, the hourly rate for all full-time, regular, and part-time bus drivers will increase as follows:

- Those earning $17.50 or less will be increased by $.66.
- Those earning $17.51 or more will be increased by $.61.

**Section 3.**

Minimum and Maximum hiring rates are listed below. All drivers and monitors hired after July 1, 1997, will be subject to these rates.

<table>
<thead>
<tr>
<th></th>
<th>July 1, 2008</th>
<th>July 1, 2009</th>
<th>July 1, 2010</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bus Driver</td>
<td>$12.50-19.15</td>
<td>$12.72-19.82</td>
<td>$12.94-20.51</td>
</tr>
<tr>
<td>Bus Monitor</td>
<td>$ 7.94-11.88</td>
<td>$ 8.08-12.30</td>
<td>$ 8.22-12.73</td>
</tr>
</tbody>
</table>

A newly hired driver who is paid for less than ninety-one (91) workdays during his/her first school year of employment and is rehired for the subsequent school year will be paid at the appropriate starting rate for that school year. A newly hired driver with one or more years of experience as a school bus driver in another district will be paid the wage rate established for new drivers with a proper license; after six months of satisfactory performance the driver can receive credit for up to five years of prior service and his/her wage rate will be adjusted by an additional 20 cents per hour for each year of recent school bus driving experience. A newly hired driver with prior experience as a Rush-Henrietta school bus driver can be credited for up to five years of prior service and will be adjusted by an additional 20 cents per hour for each such year of recent Rush-Henrietta driving experience from the first date of reemployment.

Effective July 1, 2008, all bus monitors will receive a 3.95% increase in their hourly rate.

Effective July 1, 2009, all bus monitors will receive a 3.95% increase in their hourly rate.

Effective July 1, 2010, all bus monitors will receive a 3.95% increase in their hourly rate.

**Section 4. -Longevity**

A longevity payment will be awarded to regular drivers and full-time employees based upon consecutive total years of service in the District, whether full or part-time. Service will be pro-rated according to the employee’s work schedule as follows. Scheduled work hours of 35 hours or more per week equals one year credit. Scheduled work hours of 25 to 34 hours per week equals .8 year; scheduled work hours of less than 25 hours per week equals .5 year.

a. Payment will be made in one lump sum in the last paycheck in June or last paycheck upon retirement but shall not be used as part of the employees’ annual salary calculations.

b. Eligibility for longevity awards shall begin from the employment anniversary date. If the anniversary date of employment does not coincide with the beginning of the District’s fiscal year when an employee is first eligible to receive a longevity award it shall be pro-rated for that workyear.

c. Eligible employees shall receive the longevity award each year of the contract.

<table>
<thead>
<tr>
<th>Longevity Schedule</th>
<th>More than 10 yrs. to 15 yrs. of service</th>
<th>-</th>
<th>$150.00</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>More than 15 yrs. to 20 yrs. of service</td>
<td>-</td>
<td>280.00</td>
</tr>
<tr>
<td></td>
<td>More than 20 yrs. of service</td>
<td>-</td>
<td>380.00</td>
</tr>
</tbody>
</table>

App. C- Bus Dr.
d. For longevity purposes only, drivers who previously worked as a driver for the District, resigned, and returned to work as a driver within one (1) year of that resignation, shall be credited with their prior years of service.

Article 7
Lay offs

Section 1.
An employee's seniority date is the date an employee was first appointed to any position covered by this agreement so long as the employee has been continuously employed in a covered position since that date. The most recent single break in service of forty-five (45) days or less shall be disregarded in determining continuous service. This section is superseded by Civil Service rules and regulations for competitive class employees.

Section 2.
If, in the District’s opinion, it becomes desirable to lay off one or more employee(s), the part-time drivers will be laid off in reverse order of seniority with the District.

Section 3.
If the lay offs extend beyond the part-time employees, the regular and full-time employees shall be laid off in reverse order of seniority on a merged seniority basis.

Seniority for regular and full-time employees shall include only continuous regular and/or full-time service with the District since the employee’s most recent date of hire with the District.

Section 4.
The decision to lay off is at the sole discretion of the District and will not be subject to the grievance procedure of this Agreement.

Section 5.
Full-time and regular bus drivers will be recalled to part-time positions before the recall of part-time drivers, provided that if the full-time or regular driver rejects this recall that driver can be recalled only to a full-time or regular position.

Section 6.
An employee’s recall rights expire four (4) calendar years after the date of lay off or if the employee rejects an offer of recall, whichever occurs first.

Section 7.
An employee enjoying recall rights shall keep the District’s Human Resources Office informed, in writing, of their current address and any changes of address.

Recall offers shall be by regular mail to the employee’s most current known address. The employee shall notify the District, in writing, within 5 days after the date of the District's written offer. Failure to respond within this time frame shall constitute a rejection and the employee’s name shall be removed from the recall list.

App. C- Bus Dr.

54
Article 8
Emergency Closings

Section 1.
Full-time, regular and part-time bus drivers who are directed not to report to work before the beginning of the school day will be compensated for the days lost as a result of an emergency. If additional school days are scheduled as a result of school days cancelled due to an emergency, full-time, regular and part-time employees who were paid for days on which they did not work during an emergency shall be expected to work the additionally scheduled days without further compensation to a maximum of two days. If any such full-time, regular and part-time employee fails to work, his pay will be reduced accordingly.

Section 2.
In the event of a district-wide emergency closing after the beginning of the school day, all regularly assigned drivers who participate in the emergency will be guaranteed their regular day’s pay.

Section 3.
Drivers will not be compensated for services not rendered under Section 2 above (example: a driver who is not available to participate due to his/her unavailability).

Article 9
Release Time

The President of the chapter, or designee, shall be allowed up to twenty (20) days of released time per school year. Such days may be taken at times mutually agreed upon by the President and the Superintendent. The Chapter will pay the Employer the cost of the substitute driver used to replace the President, or designee, during such release.

Article 10
Fingerprinting

The District will pay the full cost of state-mandated finger-printing of all employed bus drivers and will reimburse newly hired drivers after completion of six months of work.

Article 11
Health Care Fund

The District will maintain a Health Care Fund governed by Internal Revenue Service regulations for all full-time and regular bus drivers.

The District shall make annual contributions to the Health Care Fund as follows:

<table>
<thead>
<tr>
<th>Coverage</th>
<th>July 1, 2009 Employee</th>
<th>July 1, 2009 District</th>
<th>July 1, 2010 Employee</th>
<th>July 1, 2010 District</th>
</tr>
</thead>
<tbody>
<tr>
<td>Single</td>
<td>$20.00</td>
<td>$610.00</td>
<td>$20.00</td>
<td>$810.00</td>
</tr>
<tr>
<td>Two-Person</td>
<td>27.00</td>
<td>750.00</td>
<td>27.00</td>
<td>950.00</td>
</tr>
<tr>
<td>Family</td>
<td>36.00</td>
<td>926.00</td>
<td>36.00</td>
<td>1,126.00</td>
</tr>
</tbody>
</table>
The employee’s contribution shall be made by payroll deduction.

**Article 12**

**License Fees**

The School District will reimburse an employee for half of the cost charged by the State for renewing the license required to operate a school bus.
APPENDIX D
ADMINISTRATIVE SUPPORT PROFESSIONALS CHAPTER

Article 1
Sick Leave

Section 1.
Each 52-week clerical employee shall be entitled to twelve (12) days sick leave with pay per year, accumulative to two hundred and seventy-five days. Sick leave during the first year of employment shall be pro-rated in accordance with Article 2, Section 2 of this Appendix.

Section 2.
Each 43-week clerical employee shall be entitled to ten (10) days sick leave with pay per year, accumulative to two hundred (200) days.

Section 3.
Each regular part-time employee shall be entitled to four (4) days sick leave with pay per year, accumulative to one hundred (100) days.

Section 4.
Leave taken pursuant to this Section shall be for the personal illness or physical disability of the employee.

Section 5.
Charges against accumulated sick leave shall be made commencing with the first day of illness or disability.

Section 6.
The Superintendent may request a doctor’s certificate if the sick leave taken exceeds five (5) consecutive days or occurs on the day immediately preceding or following a holiday recess.

Section 7.
If an employee has exhausted his/her accumulated sick leave, he/she may request the Superintendent to recommend to the Board the granting of additional sick leave. Such request shall be in writing and shall be accompanied by a doctor’s certificate, which shall state the anticipated date of the employee’s return to work. At his/her sole discretion, the Superintendent may recommend all, any part of or none of the requested additional sick leave.

The Board at its sole discretion, may grant all, any part of or none of the additional sick leave days if and as recommended by the Superintendent. Decisions by the Board are not subject to the grievance procedure. Any extensions of sick leave granted by the Board requires the employee to first use all accumulated sick and personal leave time and all but five (5) days of any accumulated vacation time.

App. D- ASP
If an employee has exhausted his/her paid sick leave, he/she must request an unpaid medical leave of absence. The request shall be in writing and shall be accompanied by a statement from the employee's personal physician who shall state the anticipated date of the employee's return to work.

Health and life insurance benefits will continue at District expense for three (3) months after exhaustion of paid sick leave inclusive of a maximum of 12 months of Workers' Compensation benefits. After this period an employee placed on an unpaid medical leave of absence may continue his/her membership at his/her own expense, in the District's health and life insurance program. The employee shall make arrangements through the District Business Office for payment of the premiums. If an employee has exhausted all of his/her accumulated paid accruals as stated above, he/she must request an unpaid medical leave of absence.

Section 8.
In the event of the death of an actively employed unit member, unused sick leave will be paid out at the rate of $25.00 per day, with the maximum payment not to exceed $5,000. This payment will be made to the estate of the deceased employee.

Article 2
Vacations

Section 1.
a. Each 52-week employee shall earn paid vacation time according to the following schedule:

<table>
<thead>
<tr>
<th>Years Of Service</th>
<th>Vacation Days Per Fiscal Year</th>
</tr>
</thead>
<tbody>
<tr>
<td>• Completion of first through and including fifth year of continuous employment</td>
<td>10 working days</td>
</tr>
<tr>
<td>• Completion of fifth through and including tenth year of continuous employment</td>
<td>15 working days</td>
</tr>
<tr>
<td>• Completion of tenth year of continuous employment</td>
<td>20 working days</td>
</tr>
<tr>
<td>• Completion of fifteenth year of continuous employment</td>
<td>25 working days</td>
</tr>
</tbody>
</table>

b. Employees become eligible for the appropriate earned vacation on July 1 of each year.

Section 2.
During the first year of employment by the District, vacation earnings, (10 working days), calculated as of June 30, shall be pro-rated as follows:

<table>
<thead>
<tr>
<th>Date of Placement on Payroll</th>
<th>Vacation Allotment</th>
</tr>
</thead>
<tbody>
<tr>
<td>July</td>
<td>100%</td>
</tr>
<tr>
<td>August</td>
<td>90%</td>
</tr>
<tr>
<td>September</td>
<td>80%</td>
</tr>
<tr>
<td>October</td>
<td>70%</td>
</tr>
<tr>
<td>November</td>
<td>60%</td>
</tr>
<tr>
<td>December</td>
<td>50%</td>
</tr>
</tbody>
</table>

App. D- ASP

58
January 40%
February 30%
March 20%
April 10%
May 10%
June 10%

Employees hired between July 1 and December 30 will receive earned vacation days on a pro-rated basis effective January 1 of the first year of employment. Vacation days earned between January 1 and June 30 of the first year of employment will be received on July 1.

Section 3.
Earned vacation time will be paid at the employee’s regular salary.

Section 4.
Vacation days accrued pursuant to this article may be taken at any time during the twelve calendar months following July 1 of each fiscal year, but any and all vacation time requires the prior written approval of the Superintendent, or designee.

Section 5.
There shall be carryover of a maximum of ten (10) vacation days from year to year.

Section 6.
In the event a 43-week employee, who has been employed for at least twelve (12) consecutive months since that employee’s most recent date of hire, is changed from a 43-week work schedule to a 52-week work schedule with no break in service, such employee shall be given credit for years of pro-rated retroactive employment. In determining the years of creditable service, each year of full-time service in a 43-week position shall be pro-rated at .8. Each year of part-time service in a 43-week position shall be pro-rated at .5. Each year of part-time service in a 52-week position shall be pro-rated at .6.

In the event a full-time employee from another Chapter is hired as a 52-week employee in this Chapter, such employee shall be given credit for prior continuous service, pro-rated for part-time service.

Section 7.
Fifty-two week, part-time unit members will receive five (5) paid vacation days per year.

Article 3
Workweek - Workyear

Section 1.
The normal workweek for 52-week and 43-week employees shall be 37-1/2 hours. The Help Desk Manager and Computerized Publishing Coordinator workweek shall be forty (40) hours. When the District agrees to a unit member’s request for reduced work hours during July and August, unit members will be paid for actual hours worked.
Section 2.
The employment year for regular full-time 52-week employees shall consist of two hundred and sixty-one or two hundred and sixty-two (261-262) days designated by the school calendar in any given school year.

The employment year for regular full-time, and regular part-time 43-week employees shall consist of two hundred and fifteen (215) days designated by the school calendar in any given school year.

The employment year for regular part-time employees shall be at the sole discretion of the District.

Section 3.
Nothing contained herein shall be considered as a guaranteed number of hours of work per week nor a guaranteed number of workdays per year.

Article 4
Overtime

Section 1.
Any clerical employee who works more than thirty-seven and one-half (37-1/2) hours but not more than forty (40) hours in a workweek shall be compensated on the basis of straight time pay for the additional hours worked.

Section 2.
Any clerical employee who works more than 40 hours per week shall be compensated on the basis of time and one-half the employee’s regular hourly rate of pay for the hours over 40 which are worked. Personal leave, holiday leave, bereavement leave, sick leave, vacation leave, jury duty leave, and weather emergency hours, if granted pursuant to the terms of this Agreement, may be treated as working hours only in determining if an employee has worked forty (40) hours during the workweek. Time taken for an unauthorized leave shall not be credited as time worked.

Article 5
Breaks

Section 1.
Each full-time 52- and 43-week clerical employee shall be entitled to a ten (10) minute break in the morning and a ten (10) minute break in the afternoon, non-accumulative. The employee may opt for one twenty (20) minute work break upon mutual agreement with the immediate supervisor.

Section 2.
Each part-time employee shall be entitled to a ten (10) minute work break during his/her regularly scheduled workday.

Section 3.
It is understood that it is the responsibility of the clerical employee to be sure that adequate personnel is available to answer telephone calls at all times.
Article 6
Promotions

Section 1.
Before an employee covered by this Agreement can be given a probationary appointment to a position in a higher job classification, such employee must have passed the appropriate Civil Service examination. If such employee has not passed such examination, she may be promoted to the position in the higher job classification but will be given a provisional appointment pending such employee’s passage of the appropriate Civil Service examination. The employee is required to take the examination and must be eligible for permanent appointment after a maximum of two attempts to pass the examination. If the promotional pay increase has already been applied, there shall be no further pay increase upon appointment from the Civil Service list.

Section 2.
The salary of such promoted employee may exceed the salary of one or more employees who, at the time of the promotion, are already assigned to that higher job classification. Promoted employee will be moved to the higher classification not later than four (4) weeks from the date of selection.

Section 3.
If an employee has a permanent appointment within the district and such employee is given a provisional or probationary appointment to a position in a higher job classification, such employee will be eligible to return to the position in which she had a permanent appointment until such time as such employee receives a permanent appointment in the position in the higher job classification. If such return occurs, that employee’s salary shall be reduced to the salary held by the employee before the promotion.

Article 7
Emergency Closings

If it is necessary, in the sole discretion of the Employer, to cancel school because of an emergency, an announcement to that effect will be made on the radio as early as possible. It will be the responsibility of the building principal, and/or designated representative, to call in those employees whose services are required. Employees who are not called need not report for duty but will receive their salary or hourly rate for the hours they would otherwise have worked on that day. Employees who are called in and who, in fact, work on a day when school has been cancelled may elect to receive pay at double their regular hourly rate for the time actually worked or may elect to receive pay at their straight time hourly rate for the hours actually worked and take time off, in an amount equal to the number of hours actually worked on that date that school was cancelled, at some future day, convenient to both the employee and the Employer.

Article 8
Wages

Section 1.
a. Minimum and maximum hiring rates for 52- and 43- week clerical employee categories are listed below. In addition, all employees hired on or after July 1, 1995 will be subject to maximum pay rates as listed below. The minimums and maximums are as follows:

| App. D- ASP |
### Title

<table>
<thead>
<tr>
<th>Position</th>
<th>July 1, 2008</th>
<th>July 1, 2009</th>
<th>July 1, 2010</th>
</tr>
</thead>
<tbody>
<tr>
<td>Senior Stenographer/Secretary I</td>
<td>$13.60-20.75</td>
<td>$13.84-21.48</td>
<td>$14.08-22.23</td>
</tr>
<tr>
<td>Payroll Clerk</td>
<td>13.10-20.00</td>
<td>13.33-20.70</td>
<td>13.56-21.42</td>
</tr>
<tr>
<td>Account Clerk-Typist</td>
<td>13.10-20.00</td>
<td>13.33-20.70</td>
<td>13.56-21.42</td>
</tr>
<tr>
<td>Data Analyst</td>
<td>13.10-20.00</td>
<td>13.33-20.70</td>
<td>13.56-21.42</td>
</tr>
<tr>
<td>Personnel Clerk</td>
<td>13.10-20.00</td>
<td>13.33-20.70</td>
<td>13.56-21.42</td>
</tr>
<tr>
<td>Senior School Secretary</td>
<td>12.69-19.61</td>
<td>12.91-20.30</td>
<td>13.14-21.01</td>
</tr>
<tr>
<td>School Secretary</td>
<td>11.91-17.29</td>
<td>12.12-17.90</td>
<td>12.33-18.53</td>
</tr>
<tr>
<td>Assistant Payroll Clerk</td>
<td>10.70-15.27</td>
<td>10.89-15.80</td>
<td>11.08-16.35</td>
</tr>
<tr>
<td>Office Clerk II</td>
<td>10.70-15.27</td>
<td>10.89-15.80</td>
<td>11.08-16.35</td>
</tr>
<tr>
<td>Secretary II</td>
<td>10.70-15.27</td>
<td>10.89-15.80</td>
<td>11.08-16.35</td>
</tr>
<tr>
<td>Substitute Calling Clerk</td>
<td>10.70-15.27</td>
<td>10.89-15.80</td>
<td>11.08-16.35</td>
</tr>
<tr>
<td>Secretary III</td>
<td>10.12-14.76</td>
<td>10.30-15.28</td>
<td>10.48-15.81</td>
</tr>
<tr>
<td>Senior Library Clerk</td>
<td>10.12-14.76</td>
<td>10.30-15.28</td>
<td>10.48-15.81</td>
</tr>
<tr>
<td>Account Clerk</td>
<td>10.12-14.76</td>
<td>10.30-15.28</td>
<td>10.48-15.81</td>
</tr>
<tr>
<td>Continuing Education Assistant</td>
<td>9.52-13.84</td>
<td>9.69-14.32</td>
<td>9.86-14.82</td>
</tr>
</tbody>
</table>

b. Minimum and maximum hiring rates for other administrative support positions are listed below. In addition, maximum hiring rates apply to employees hired on or after July 1, 1995.

### Title

<table>
<thead>
<tr>
<th>Position</th>
<th>July 1, 2008</th>
<th>July 1, 2009</th>
<th>July 1, 2010</th>
</tr>
</thead>
<tbody>
<tr>
<td>Application Specialist</td>
<td>$17.85-25.42</td>
<td>$18.16-26.31</td>
<td>$18.48-27.23</td>
</tr>
<tr>
<td>Computerized Publishing Coordinator</td>
<td>17.85-25.42</td>
<td>18.16-26.31</td>
<td>18.48-27.23</td>
</tr>
<tr>
<td>Continuing Education Coordinator</td>
<td>17.85-25.42</td>
<td>18.16-26.31</td>
<td>18.48-27.23</td>
</tr>
<tr>
<td>Career Internship Coordinator</td>
<td>17.85-25.42</td>
<td>18.16-26.31</td>
<td>18.48-27.23</td>
</tr>
<tr>
<td>Help Desk Manager</td>
<td>17.85-25.42</td>
<td>18.16-26.31</td>
<td>18.48-27.23</td>
</tr>
<tr>
<td>Microcomputer Support Tech.</td>
<td>17.85-25.42</td>
<td>18.16-26.31</td>
<td>18.48-27.23</td>
</tr>
<tr>
<td>Senior Graphic Artist</td>
<td>17.85-25.42</td>
<td>18.16-26.31</td>
<td>18.48-27.23</td>
</tr>
<tr>
<td>Payroll Supervisor</td>
<td>17.85-25.42</td>
<td>18.16-26.31</td>
<td>18.48-27.23</td>
</tr>
<tr>
<td>Communications Assistant</td>
<td>14.45-21.91</td>
<td>14.70-22.68</td>
<td>14.96-23.47</td>
</tr>
<tr>
<td>Data Retrieval Specialist</td>
<td>14.45-21.91</td>
<td>14.70-22.68</td>
<td>14.96-23.47</td>
</tr>
<tr>
<td>Graphic Artist</td>
<td>14.45-21.91</td>
<td>14.70-22.68</td>
<td>14.96-23.47</td>
</tr>
</tbody>
</table>

App. D- ASP

62
Section 2.
Effective July 1, 2008, all employees will receive a 3.95% increase in their hourly rate.
Effective July 1, 2009, all employees will receive a 3.95% increase in their hourly rate.
Effective July 1, 2010, all employees will receive a 3.95% increase in their hourly rate.

Section 3.
Effective July 1, 1981, a longevity payment will be awarded to all employees based upon consecutive total years of service in the District, whether full- or part-time. Service for 52-week employees will be credited as follows: One full-time 52-week year equals 1; one full-time 43/40-week year equals .8; one part-time 52-week year equals .6; one part-time 43/40 week year equals .5. Service for 43-week employees will be credited as follows: one full-time 43/40-week year equals 1; one part-time 43/40-week year equals .6.

a. Payment will be made in one lump sum in the last paycheck in June or last paycheck upon retirement but shall not be used as part of the employee’s annual salary calculations.

b. Eligibility for longevity awards shall begin from the employment anniversary date. If the anniversary date of employment does not coincide with the beginning of the District’s fiscal year when an employee is first eligible to receive a longevity award, it shall be pro-rated for that workyear.

c. Eligible employees shall receive the longevity award each year of the contract.

d. Longevity schedule:

<table>
<thead>
<tr>
<th>Service Duration</th>
<th>52 Week</th>
<th>43 Week</th>
</tr>
</thead>
<tbody>
<tr>
<td>More than 10 years to 14 years</td>
<td>$550.00</td>
<td>$225.00</td>
</tr>
<tr>
<td>More than 15 years to 19 years</td>
<td>$650.00</td>
<td>$325.00</td>
</tr>
<tr>
<td>More than 20 years of service</td>
<td>$750.00</td>
<td>$425.00</td>
</tr>
</tbody>
</table>

e. For longevity purposes only, unit members who previously worked within this unit for the District, resigned, and returned to work within one (1) year of that resignation, shall be credited with their prior years of service.

Article 9
Holidays

Section 1.
Each 52-week employee shall be entitled to fourteen (14) holidays with pay per year. Each 43-week employee will be entitled to ten (10) holidays with pay per year. Each regular part-time employee will be entitled to three (3) holidays with pay per year. The holidays shall be designated by the employer and may be changed from year to year at the sole discretion of the employer.
Section 2.
Unless excused by the employer, to be eligible for holiday pay the employee must have worked the last scheduled workday before and the first scheduled workday after the day on which the holiday is observed. When holidays are scheduled consecutively, the employee will be eligible for one paid holiday if that employee worked either the last scheduled workday before or the first scheduled workday after the days on which the holidays are observed.

Section 3.
If, with the prior approval of the Superintendent, or designee, an employee is scheduled to work on a holiday, the employee, if otherwise eligible for holiday pay, shall receive such holiday pay and in addition such employee shall be paid at two (2) times his/her regular hourly rate of pay for each hour approved and actually worked on the holiday.

Article 10
Professional Standards Program

Section 1.
Employees within the negotiating unit covered by this Agreement may participate in the Professional Standards Program of the National Association of Educational Secretaries as that program is constituted as of the execution of the 1976-78 Agreement between the District and the Chapter.

Section 2.
If the course content or Program is essentially changed or essentially modified in the future, or if other essential changes are made in or to the Program, the District reserves the right to discontinue its participation without negotiations with the Chapter.

Section 3.
Eligibility for participation in the Program is subject to conditions established by the National Association of Educational Secretaries. The Chapter, for itself, and the employees within the negotiating unit, agree to hold the District harmless from any and all liability or responsibility which may arise or result from denial of participation or inequitable treatment during participation.

Section 4.
There shall be no released time, paid or unpaid, for participation in the Program. Neither will the District be responsible for any payment for materials, books or other items in connection with the Program.

Section 5.
Payment for successful completion of approved certificate programs shall require the employee to provide to the Executive Director of Human Resources satisfactory written and authorized written verification of successful completion of the respective certificate program(s) set forth below:

<table>
<thead>
<tr>
<th>Certificate</th>
<th>Payment</th>
</tr>
</thead>
<tbody>
<tr>
<td>Basic</td>
<td>$300</td>
</tr>
<tr>
<td>Associate Professional</td>
<td>Additional $100</td>
</tr>
<tr>
<td>Advanced</td>
<td>Additional $100</td>
</tr>
</tbody>
</table>

App. D-ASP

64
Advanced II Additional $100
Advanced III Additional $100
Bachelors/Associates Additional $100
Masters Additional $100
C.E.O.E. Additional $100

Payments set forth above shall be annual and shall be made in the last paycheck in June of each year. Only regular, full-time employees regularly scheduled to work 37-1/2 hours or more per week shall be eligible for the above payments.

Section 6.
Submission of written verification from the National Association of Educational Secretaries to the Executive Director of Human Resources will determine the amount to be paid for the first eligibility. If written verification is received during the month of July of any fiscal year, the eligible employee will receive full payment. Any submission beyond July will be pro-rated for the first year of eligibility.

Section 7.
Payments set forth above shall be annual, but noncumulative.

Section 8.
If an employee is hired into the District and the negotiating unit, who at the time of employment possesses a certificate, as set forth above, that employee shall comply with the procedures set forth in the Article. Such employee shall receive payments upon compliance with this Article only after receiving a permanent appointment to the District.

Article 11
Unemployment Insurance

The District will continue the practice it has been following with respect to notification of employees regarding their employment for the following school year.

Article 12
General Provisions

Section 1.
“Regular full-time” employees, for purposes of this Agreement, are those regularly assigned to work 43 or 52 weeks per year for a minimum of 37-1/2 hours per week (exclusive of the months of July and August - see Appendix D, Article 3, Section 1).

Section 2.
“Regular part-time” employees, for purposes of this Agreement, are those regularly scheduled to work four hours or more per day but less than full-time, five days per week, during the school year or for a 43-week period.

Section 3.
“Part-time” employees, for purposes of this Agreement, are those regularly scheduled to work less than four hours per day and/or less than five days per week.
Article 13
Lay off and Recall

Section 1.
An employee’s seniority date is the date an employee was first appointed to any position covered by this agreement so long as the employee has been continuously employed in a covered position since that date. The most recent single break in service of forty-five (45) days or less shall be disregarded in determining continuous service. This section is superseded by Civil Service rules and regulations for competitive class employees.

Section 2.
If, in the District’s opinion, it becomes desirable to lay off one or more employees from within a job classification any temporary employees within such job classification would be laid off first. In the event the lay offs reached beyond the temporary employees within that job classification, then part-time employees within that job classification would be laid off in the reverse order of their seniority with the District. In the event lay offs reached beyond the temporary and part-time employees within that job classification, then the District will follow the procedure as outlined in the Civil Service Law.

Section 3.
If part-time employees are laid off, pursuant to Section 1 above, those employees would be placed on a preferential recall list for a period of four (4) years from the effective date of the lay off. Such employees would be recalled to the job classification from which they were laid off in the order of seniority at the time of the lay off. To be eligible for such recall the laid-off employee must keep the District apprised, in writing, of that employee’s current mailing address. The notice of recall will be mailed to that last known address. The employee must notify the District, in writing, of his or her acceptance of the position within ten (10) days after the date on the letter of the recall. Such written acceptance shall be sent to the Executive Director of Human Resources. In the event the employee does not respond in a timely manner, or rejects the offered position, that employee’s name will be removed from the preferential recall list.

Section 4.
Where lay offs and bumping result in positions to be assigned for the next school year, a list of such positions shall be distributed to each employee. Employees desiring such assignments shall notify the Executive Director of Human Resources of their interest in writing within ten days from receipt of the list. Every effort shall be made to fill the vacancies from among those requesting assignment. If the needs of the District cannot be met through such request, the District shall fill the assignments in accordance with Article 19.

Section 5.
In the event of a lay off and displacement of a less senior employee, the employee whose position has been abolished shall have his/her hourly rate reduced by 10% or to the hourly rate of the highest paid employee in the classification into which he/she bumped, whichever is less.

Article 14
Workshops

If a staff conference is scheduled during the school year, the Chapter may assist in planning an appropriate workshop for unit members. The conference date planned shall be subject to approval by the Superintendent. Staff members attending shall be paid for hours of attendance.

App. D- ASP
Article 15
In-Service

If employees are required by the District to participate in in-service programs outside of working hours, the employee will be compensated at the employee’s regular rate.

Article 16
Release Time

The President of the RHASP and/or the President’s designee shall be allowed to visit the schools within the District to conduct Association business or process grievances. These visits may be made during off-duty hours or during duty hours; arrangements will be made with the immediate supervisor of the President and the immediate supervisor of the area where the visit is to be made. The total number of visitation hours away from the work station during the year shall not exceed twenty (20) days, total.

Article 17
Health Care Fund

The District will maintain a Health Care Fund governed by Internal Revenue Service regulations for all full-time 43- and 52- week employees.

The District shall make annual contributions to the Health Care Fund as follows:

<table>
<thead>
<tr>
<th>Coverage</th>
<th>July 1, 2009 Employee</th>
<th>July 1, 2009 District</th>
<th>July 1, 2010 Employee</th>
<th>July 1, 2010 District</th>
</tr>
</thead>
<tbody>
<tr>
<td>Single</td>
<td>$31.00</td>
<td>$821.00</td>
<td>$31.00</td>
<td>$1,021.00</td>
</tr>
<tr>
<td>Two-Person</td>
<td>37.00</td>
<td>936.00</td>
<td>37.00</td>
<td>1,136.00</td>
</tr>
<tr>
<td>Family</td>
<td>42.00</td>
<td>1,036.00</td>
<td>42.00</td>
<td>1,236.00</td>
</tr>
</tbody>
</table>

The employee’s contribution shall be made by payroll deduction.

Article 18
Tuition Reimbursement

For all employees of this Chapter, effective on or after July 1, 1989, the District will pay 50% of the cost of tuition for any job-related course to an annual maximum of $500 per person with prior approval of the employee’s supervisor and the Executive Director of Human Resources. Such a course will not count towards the earning of certificates under the Professional Standards Program. (See Appendix D, Article 10.) For positions listed in Article 8, Wages, Section 1-b., the District will pay 50% of the cost of tuition for any job-related course to an annual maximum of $1,000 per employee with prior approval of the employee’s supervisor and the Executive Director of Human Resources.
Article 19  
Classification

The District will file for classification with Civil Service within ninety (90) days of Board creation of the position.

Article 20  
Summer Employment

Unit members who apply for additional clerical work in the summer shall receive preference before other non-ASP unit members.
AGREEMENT BETWEEN THE
RUSH-HENRIETTA CENTRAL SCHOOL DISTRICT
and the RUSH-HENRIETTA EMPLOYEES' ASSOCIATION
COALITION UNIT

As agreed on this 23rd day of October 2009.

Superintendent, Rush-Henrietta Central Schools

Co-President, RHEA Facilities & Mechanics Chapter

Co-President, RHEA Facilities & Mechanics Chapter

President, RHEA Paraprofessionals Chapter

President, RHEA Bus Drivers Chapter

Co-President, RHEA Administrative Support Professionals Chapter

Co-President, RHEA Administrative Support Professionals Chapter

69