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AGREEMENT BETWEEN
MCGRAW CENTRAL SCHOOL
SUPPORT STAFF EMPLOYEES
AND
THE SUPERINTENDENT OF SCHOOLS OF THE
MCGRAW CENTRAL SCHOOL DISTRICT
FOR THE
7/1 6/30
2008-2012
SCHOOL YEARS

RECEIVED

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NYS PUBLIC EMPLOYMENT
RELATIONS BOARD

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AGREEMENT

Entered into by and between the CSEA Local 1000, Inc., AFSCME, AFL-CIO, McGraw Central School Unit 6555, Cortland County Local 812, as described below (hereinafter called the Association) and the Chief Executive Officer of the McGraw School District (hereinafter called the Employer).

ARTICLE 1 RECOGNITION

Section 1.

The McGraw Central School District Board of Education hereby recognizes the CSEA Local 1000, Inc., AFSCME, AFL-CIO, McGraw Central School Unit 6555, Cortland County Local 812 as the sole and exclusive representative on behalf of the support staff to negotiate and administer a contract for the term of this Agreement.

Unit #1

Included: All regularly scheduled support staff of the McGraw Central School District referred to as Cafeteria Employees (food service helpers, cooks); Clerical Employees, Office Employees, (Keyboard Specialists, Clerks); Transportation Employees (automotive mechanic bus driver/mechanic helper, bus driver/cleaner and regular bus drivers who are employed in no other capacity by the employer); Maintenance Employees (custodians, cleaners, building maintenance mechanics); and Instructional Support Employees (Interpreters, Teacher Aides, Teaching Assistants and Health Aides).

Excluded: All Supervisory Employees, Confidential Employees, which shall include the one secretary and two account clerks in the central office, the one secretary to the high school principal and the one secretary to the elementary school principal, the Technology Coordinator, the Nurses, and all other employees. The Union reserves its right to challenge exclusion through a petition to the Public Employment Relations Board.

Section 2.

The employer further recognizes the CSEA as the sole and exclusive representative on behalf of the support staff of McGraw Central School Unit for the purpose of handling grievances for the term of the Agreement.

**ARTICLE 2
DUES DEDUCTION AND AGENCY FEE**

Section 1.

Pursuant to Section 201 of the Civil Service Law, the employer shall deduct membership dues or a contribution toward the administration of this Agreement, and any other authorized deductions, the amounts to be certified by the Association, from the wages of bargaining unit employees. The employer agrees to remit these deductions to CSEA Local 1000, Inc., AFSCME, AFL-CIO, Capitol Station, Albany, New York 12224.

Section 2.

The Association shall create a fully legal and adequate refund procedure for agency fee payers who object to illegal expenditures, and shall otherwise deal with the agency fee payers and all funds collected in a lawful and proper manner.

Section 3.

The Association agrees to save and hold harmless the Board of Education and the Superintendent for any and all damages and liabilities including expenses of litigation, that may accrue by reason of any action, suit, or proceeding involving or in any way relating to the agency shop fee deduction provision set forth in this Agreement.

**ARTICLE 3
NO STRIKE PLEDGE**

The CSEA affirms that it will not assert the right to strike against the employer, to assist or participate in any such strike, or to impose an obligation upon its members to conduct, assist or participate in such a strike.

**ARTICLE 4
HOURS OF WORK AND WORK YEAR**

Section 1. Clerical and Aides

- a) Twelve-month clerical employees shall work 7 1/2 hours per day and 37 1/2 hours per week, Monday through Friday.
- b) Eleven-month clerical employees shall work 7 1/2 hours per day and 37 1/2 hours per week, Monday through Friday, to a total of 240 days, including school-year vacations and paid holidays, plus 20 days in July and/or August. The summer schedule will be subject to final approval by the Superintendent of Schools.
- c) Ten-month clerical employees shall work 7 1/2 hours per day and 37 1/2 hours per week, Monday through Friday, to a total of 201 days, including Superintendent's conference days

and paid holidays, between September 1 and June 30, plus 10 days in July or August, to be scheduled by the supervising administrator. Workdays in July and August will be Monday through Friday in 5-day blocks, unless otherwise mutually agreed between the employee and his/her supervisor. For work during July and August, ten-month employees shall be paid at their regular wage.

- d) The work year for Aides shall be 198 days, including Superintendent's conference days and paid holidays. Hours for Teacher Aides shall be determined by the employer at the beginning of each year. Attendance at Superintendent's conference days will be required.

Section 2. Teaching Assistants

- a) The work year shall be 187 staff days in accordance with the adopted school calendar. Hourly rates for Teaching Assistants shall be based on 187 workdays per year.
- b) The workday shall be 7 hours and 20 minutes in the Elementary School and 7 hours and 25 minutes in the High School, inclusive of a 30-minute duty free lunch. Teaching Assistants must attend all faculty meetings in the building to which they are assigned without additional compensation.

Section 3. Custodial and Maintenance

Custodial and Maintenance employees shall work 40 hours per week, 12 months per year.

Section 4. Cafeteria

Cooks' and food service helpers' hours shall be determined by the employer at the beginning of each school year.

Section 5. Bus Drivers

The work week for bus drivers shall be determined by his/her bid runs in that week, as defined in Article 5, Section 1.

Section 6. Hours of Work

All of the above workdays or parts thereof can be expected under normal conditions. They are not, however, a guarantee of days, or parts thereof, to be worked or to be paid for.

Section 7. Superintendent's Conference Days

Employees may be required to attend all of the Superintendent's days and will be paid their normal rate of pay for their participation in training or performance of other duties on those days. Provisions for specific job titles are set out in the sections above.

Section 8. Coffee Breaks

All employees will be allowed one 10 minute break during the first four hours of work and one 10 minute break during the second four hours of work.

Section 9. School Closings

- a) Employees who are instructed not to report to work due to an unscheduled closing of school may use sick leave, or when sick leave is exhausted, personal leave, to cover pay for that day. This provision shall not apply to Interpreters or Teaching Assistants.
- b) The following understanding exists related to second shift employees reporting to work when an unscheduled closing is announced by the School District.
 - 1. Employees who normally work the second shift shall be expected to report to the first shift when the District has declared an unscheduled closing. Employees shall be given a reasonable amount of time to report.
 - 2. In the event an employee affected in item #1 is unable to report due to another job, he/she shall be able to use one-half (1/2) day personal business leave to allow reporting to work later in the day.
 - 3. Such employees shall only be expected to work the remaining hours of the day shift.
 - 4. If unable to report to work at all, the employee may use one-half (1/2) day of personal business leave. The employee will be placed on leave without pay for the other half of the day.
- c) When school is closed for an emergency, Teaching Assistants are not required to report to work, and shall be excused without loss of pay or leave accruals.

ARTICLE 5
BUS DRIVERS: REGULAR AND ADDITIONAL TRIPS

Section 1. “Bid Runs”

- a) A “regular run” shall mean daily scheduled transportation of school children to and from school and home. A regular run will be considered one hour in duration from time of departure from the bus garage to time of return to the bus garage. The late bus run shall be considered a regular run from school to home which is bid and used to calculate eligibility for benefits; excludes field trips, athletic events, and regular summer school programs.

- b) A "special run" shall mean any scheduled transportation of school children other than to and from school and home, including, but not limited to, BOCES runs, occupational education runs, special education and parochial school runs. A special run will be considered one hour in duration, from time of departure from the bus garage to time of return to the bus garage.
- c) "Other bid runs" shall mean any other regular and recurring daily or weekly run which has been awarded to the bus driver through the bid process. Examples include (but are not limited to) mail delivery to any McGraw or BOCES location, or courier runs to deliver supplies or to take deposits to the bank.
- d) Bus drivers will receive their hourly rate of payment, or a portion thereof, for time calculated to the nearest 15-minute interval for bid runs extending beyond one hour. This includes delays that are not of the driver's own doing, such as mechanical breakdown and bad weather conditions.

Section 2. Activity Trip

An "activity trip" shall mean any trip involving athletic teams or events requiring a starting time outside of the school day.

Section 3. Field Trip

A "field trip" shall mean any trip starting during the school day except for athletic events and scheduled daily trips.

Section 4. Right to Work

"Bus" shall mean any vehicle carrying 12 or more passengers. Only employees having bus driver titles will be allowed to operate buses under normal operating conditions.

Section 5. Assignment

The employer may assign a bus trip occurring during the school day to any employee qualified to drive a school bus.

ARTICLE 6
REPORTING TO WORK

Section 1.

Employees are expected to report for work on every scheduled workday.

Section 2.

Failure to report to work will be treated as follows:

(NOTE: "Failure to report" does not apply to excused absences, or previously approved use of accruals)

a) First Absence will:

- 1) Be charged against vacation time provided an employee is eligible for vacation.
- 2) Be unpaid, if the employee does not receive vacation benefits.

b) Second Absence will:

- 1) Be unpaid in all cases, and be considered as unauthorized leave.
- 2) Receive a written warning.

c) Third Absence will be:

Grounds for employee termination.

d) Absences claimed as sick leave, for employees scheduled to work on days when student attendance is canceled, will require a certification of illness from a licensed physician or surgeon. This certificate will be turned in upon the employee's return to work.

**ARTICLE 7
WAGES**

Section 1. Basis for Salary Increases

There will no longer be a salary schedule/increment, all increases will be based upon the previous year's base salary and shall not include any payments for overtime, shift differential, longevity or other premium pay.

Section 2. Salary Increases for Continuing Employees

- | | |
|-----------|--------------------------------------------------------------------|
| 2008-2009 | Continuing employees shall receive a 4.5% increase in their wages. |
| 2009-2010 | Continuing employees shall receive a 4.5% increase in their wages. |
| 2010-2011 | Continuing employees shall receive a 4.5% increase in their wages. |
| 2011-2012 | Continuing employees shall receive a 4.5% increase in their wages. |

No employee returning or continuing in the same position as in the previous year shall earn less than the current year's starting rate for his/her position plus 15¢ per hour.

Section 3. Starting Rates

Starting rates shall increase one-half of one percent (0.5%) below the negotiated salary increase for each year of the Agreement. Provisions for starting rates are found at Appendix "A".

Section 4. Overtime

a) Premium Rates

All employees, except clerical employees, shall receive overtime at the rate of 1 1/2 times the hourly rate for all hours worked in excess of 40 hours per week. Clerical employees shall receive overtime compensation at the rate of 1 1/2 times the hourly rate for all hours worked in excess of 37 1/2 hours per week.

b) Included Time

Holidays shall be considered as days worked for the computation of overtime.

c) Sunday and Holiday Work

Employees covered under this Agreement shall receive pay at the rate of 1 1/2 times his/her hourly compensation for all Sunday work and holiday work.

d) Call-Back Pay

All clerical and maintenance employees who are called back to work will receive a minimum of three hours call back pay at the rate of 1 1/2 times his/her normal rate. If the employee is required to work more than three hours, he/she shall continue to receive pay at the rate of 1 1/2 times his/her regular hourly rate.

e) Lunch Hour Work

Employees who are required to work during their lunch period shall be entitled to receive cash reimbursement for hours worked as defined by Section 1 above. If the hour or a portion thereof does not exceed 40 hours per week (or 37 1/2 hours per week for clerical employees), then the employee shall be paid at his/her normal straight time rate of compensation.

Section 5. Shift Differential

Custodial and maintenance employees shall be paid a shift differential of \$0.75 per hour for regularly scheduled night shift work. This rate shall also be applicable for the custodians and cleaners who are required to work a snow day when school is officially closed.

Section 6. Uniform Allowance

- a) The clothing allowance will be \$100 per employee in the Custodial and Maintenance Department in each year of this Agreement.
- b) The District will buy three shirts for each new Custodial and Maintenance employee after the employee has worked for six (6) months. After that, each employee will buy his/her own shirts as needed.
- c) Shirts will be required for all Custodial and Maintenance employees beginning on July 1, 1997.
- d) The District shall provide aprons or an apron service to cafeteria employees.

Section 7. Safety Shoe Allowance

Mechanics, Bus Driver/Mechanic Helpers, Building Maintenance Mechanics, and Custodial personnel are required to wear steel tipped safety shoes on the job, and shall receive up to one hundred (\$100) dollars per year as an allowance toward the purchase of steel tipped safety shoes.

Section 8. Work In A Higher Classification

- a) If the School Business Administrator or the Superintendent of Schools authorizes or requires an employee to perform work in a classification which is in a higher grade than his or her own for a period of five working days or longer, the employee will be paid a stipend for all time worked in such higher classification. A Food Service Helper who substitutes for a Cook shall receive the stipend for work in a higher classification beginning on the first day of such substitution.
- b) The stipend for such work shall be 30¢ per hour.

Section 9. Payday

- a) Paydays for employees covered by this Agreement shall be bi-weekly provided, however, that the employer may adjust such days so as to avoid a three week pay period at either the beginning or end of the school year.
- b) All 10-month employees will have the option to receive either 22 or 26 equal installments of their annual salary bi-weekly except as modified above. Salary notices shall be given within 10 working days following ratification of contract by both parties.

Section 10. Conferences And Workshops

Any member of the non-teaching staff who attends a conference or workshop with the prior approval of the Board of Education shall be paid expenses of such attendance, but no additional salary will be paid. However, if the approved conference or workshop occurs during a period for which the employee is normally paid, there will be no deduction in pay.

Section 11. Extracurriculars

CSEA unit members may apply for extracurricular work for which they are qualified and receive District established or negotiated stipends or other compensation for duties outside of their job descriptions. They may not perform those extra duties during their scheduled workdays without special written approval from the Superintendent of Schools except in the case of extracurricular work that requires travel outside the District that requires the employee to leave the District before the end of their scheduled work day. In these cases, the employee shall suffer no loss of wages from their regular assigned duties. The employee shall be required to arrange coverage if the travel occurs during a time when they are supervising students. When special approval is granted at the discretion of the Superintendent, the decision shall not be precedent setting or subject to the grievance procedure.

**ARTICLE 8
BUS DRIVERS' COMPENSATION**

Section 1. Bus Driver Training Schools and Courses

All regular bus drivers must attend one 30-hour bus drivers' school, and successfully complete it, in order to be permanently appointed. The District will provide the schooling. Each driver will be paid \$150.00 when he/she completes the 30-hour bus drivers' school and presents the certificate of completion to the District Office. No hourly compensation will be paid for time spent taking the course.

After a driver is permanently appointed, he/she may attend a second, advanced 20-hour school, and after successfully completing it, he/she will be granted a lump sum payment of \$25.00.

Section 2. Compensation for Bid Runs and Seat Belt Maintenance

- a) Bus drivers shall be paid at their regular hourly rate for all time worked on bid runs (defined in Article 5, Section 1) to the nearest 15 minutes, but at no time will a driver receive less than one hour's pay for any of these runs.
- b) Any bus driver who is regularly assigned to drive a late run consisting of one or more students will be paid for the run only on the days that it is performed. Drivers who are assigned this run will receive paid leave time for the run made on approved paid leave days.

- c) If a driver is away from work on paid leave status, he/she will not receive pay for his/her assigned late run if it does not go out on the day he/she is on the paid leave.
- d) Drivers of large buses with seat belts are responsible for the proper maintenance of the seat belts in their buses. Seat belt maintenance, pre-check and post-check, and daily sweeping of the bus shall be paid to each driver for 2.5 hours per week at the regular driving rate. The driver will accept responsibility for the passage of his/her bus by DOT inspection for seat belts. (S)he will also assume responsibility for notifying the bus supervisor of any damaged belts that are in need of replacement. The seat belts must be left in good operating condition at the close of the school year.

Section 3. Rate for Extra Trips, Meetings, Training, Examinations

Beginning with the 2001-02 school year, the Activity Trip rate will apply to all of the following activities:

- 1. Activity trips (sports events, field trips), including all time spent driving or waiting
- 2. Attending required refresher training
- 3. Attending safety meetings

Section 4. Trips

Bus drivers driving activity trips shall be paid the hourly rates listed below for all such trips with one-hour minimum pay. The driver shall be paid at the activity trip hourly rate for all driving and non-driving time.

2008-09	\$11.75 per hour
2009-10	\$12.00 per hour
2010-11	\$12.25 per hour
2011-12	\$12.50 per hour

Section 5. Meal Allowance

Shall be a maximum of \$12.00 per meal when an activity extends from the close of school until 6 p.m. or later. Shall be a maximum of \$7.00 for lunch on a trip more than 25 miles from McGraw and between 11 a.m. and 2 p.m. A voucher and a bill will be required for reimbursement.

Section 6. Seniority

If a regular run, a BOCES run or a parochial/private run becomes open, seniority will be recognized for assignment to the run, provided that the assignment does not cause the driver to exceed 8 hours per day and/or 40 hours per week. Bus drivers must request this run within one week after the notice is posted in the bus garage, in writing.

Seniority system on activity and field trips: Employees whose sole capacity of employment with McGraw Central School District is regular bus driving will have the first opportunity to drive for each activity and/or field trip on a rotating basis, provided that the assignment of the activity and/or field trip does not cause the driver to exceed 40 hours per week except as provided for above. If a driver refuses an extra trip, his/her seniority does not apply again until all others have refused or taken a trip. Activity trips and/or field trips will be on a rotating basis, provided that the assignment of the activity trip and/or field trip does not cause the driver to exceed 40 hours per week. If no eligible driver volunteers for the activity and/or field trip, it will then be offered to the relief drivers. If no relief driver volunteers for the activity and/or field trip, it will then be offered to those bus drivers who would exceed 40 hours per week by taking the trip on a rotating seniority basis. If no driver volunteers, then the Chief School Administrator shall assign a driver from the "regular run" drivers in reverse seniority order. Refusal of an assignment may bring disciplinary action by the employer up to and including dismissal.

Section 7. Late Arrivals

Repeated delays in completing runs, which may reasonably be attributed to causes within the employee's control, may be grounds for disciplinary action.

**ARTICLE 9
SENIORITY**

Section 1. Seniority

a) Title seniority is defined as continuous service in a particular title within a department of the District. Titles shall be defined as follows:

1. a) Custodian
b) Cleaner
2. Building Maintenance Mechanic
3. Auto Mechanic
4. Mechanic Helper
5. Bus Driver
6. Keyboard Specialist
7. Clerk I
8. a) Cook
b) Food Service Helper/Cashier
9. Health Aide
10. Teacher Aide
11. Teaching Assistant

b) Specific Provisions for Certain Titles

1. The title of Monitor will be combined with that of Teacher Aide, effective on July 1, 1996. All employees who worked as Monitors will have their seniority as Teacher Aides calculated to include all service in the Monitor title at McGraw.
2. Keyboard Specialists who worked as Aides or Monitors at McGraw before being promoted, and who had no break in service, shall be permitted to bump back into a Teacher Aide position if the Keyboard Specialist position is abolished.
3. There shall be no bumping from the position of Teaching Assistant back to the position of Teacher Aide.
4. The position of Bus Driver/Cleaner is a full-time position, notwithstanding the two different Civil Service classifications. It contains a minimum of 30 hours per week. (That is, 20 hours per week of cleaning and 10 hours of bus driving). The position shall have a maximum of 40 hours per week.

If the Bus Driver/Cleaner resigns or is terminated, that action shall apply to the combined position. In the event of layoff or abolition of part of the position, the incumbent shall retain the other part of the position with the originally established hours for that remaining part. Seniority shall accrue separately as a bus driver and as a cleaner.

The Bus Driver/Cleaner's sole capacity shall not be regular driving. However, s/he shall accrue seniority for the purpose of bidding bus-driving runs as other wise described in Article 8 Section 6 of the labor agreement.

The incumbent may request transfer or may bid to one of the positions of Bus Driver or full-time cleaner, if a vacancy occurs and if said incumbent meets the minimum qualifications for the position. The written request for transfer must be made to the Superintendent of Schools for approval or disapproval. If the incumbent's request is approved or is awarded the bid, s/he may transfer his or her seniority to the Bus Driver of the Cleaner position.

At the discretion of the District, the incumbent may be permitted to work additional hours in the custodial department up to the maximum provided in this Agreement.

Section 2. Notice to Absent Employees

- a) The District will send all notices of recall, or requirements regarding return to work at the end of a leave of absence, such as return-to-work medical examinations, by certified mail to the employee's address of record in the District Office.
- b) It is the employee's responsibility to make sure that the District has his/her correct address.

Section 3. Layoff and Recall for Competitive Class

All employees in the competitive class shall, for the purpose of layoff and recall, be governed by the provisions of Section 80 of the Civil Service Law.

Section 4. Layoff and Recall for All Other Civil Service Classifications

For purposes of layoff and recall, all employees other than those in the competitive class shall be treated in the following manner: The employee with the least seniority shall be the first to be laid off until the total number of employees required to decrease forces shall be established. Having exhausted his/her seniority in his/her current title, the laid off employee may exercise his/her seniority to displace an employee with less seniority in other lower rated job titles for which there is a direct line of promotion or demotion. If no lower rated job title exists, then the employee may displace an employee with lesser seniority on other job titles he/she has previously held. Recalls shall be in the inverse order of layoff.

Section 5. Layoff and Recall for Teaching Assistants

Seniority for Teaching Assistants shall be in accordance with New York State Education Law for the tenure area of Teaching Assistant, and this Agreement.

Section 6. Frozen Seniority

Seniority shall be FROZEN (seniority is restored when the employee returns to work, but no seniority is earned during the time off the job) during the following events:

1. Any unpaid leave of absence.
2. Any layoff.
3. Any other absence during which an employee is off the payroll. "Off the payroll" shall mean, "Date beginning with which compensation is no longer paid by the District as if the employee were working."

Section 7. Broken Seniority

Seniority shall be BROKEN by any of the following events:

1. Resignation (If the employee is reinstated within the time period permitted by any provisions of the Civil Service Law applicable to him/her, the resignation will be treated as a leave of absence; seniority will be frozen, not broken.)
- 2 Retirement
3. Termination

4. Abandonment of Position (Failure to appear at work without notice to the District)
5. Failure to return from a leave of absence.
6. Failure to notify the District that the employee wants to return to work, within 5 working days of his/her receipt of the notice of recall.
7. Layoff with no recall during the time periods set out in the Civil Service Law.

Section 8. Tied Seniority

TIED SENIORITY (two or more employees start work on the same day) will be resolved by the following factors, in the order listed:

1. Date of appointment by the Board of Education;
2. Order of appointment by the Board, if appointments are made at the same meeting;
3. Dates of the employees' applications for employment;
4. By drawing lots.

**ARTICLE 10
EMPLOYMENT POLICIES**

Section 1. Probationary Period

- a) Probationary period for non-competitive employees shall be one school year. After successful completion of probation, no employee will be discharged without justifiable cause. If the grievance procedure is to be used by the discharged employee, such grievance must be filed in writing with the Chief School Officer within seven (7) days of the notice of discharge. The employee shall waive his/her right to use the grievance procedure if he/she does not file within the time limit stated in the preceding sentence.
- b) Teaching Assistants
 1. The probationary period shall be not less than three (3) years, or that period which is permitted by law, whichever is applicable.
 2. Should occasion arise for the termination of a non-tenured teaching assistant during his/her probationary period, notification of such termination shall be provided no later than May 1, in accordance with New York State Education Law.
 3. Teaching Assistants not to be recommended for tenure will be so notified in writing, no later than May 1, in accordance with New York State Education Law.

4. No tenured Teaching Assistant shall be dismissed except for just cause.

Section 2. Right of Employee to Review Personnel File

- a) Except for pre-employment correspondence, the only record of an employee shall be that employee's personnel file.
- b) An employee shall receive a copy of any document which is to be placed in the employee's personnel file. Each employee shall have the right to submit a written answer, within five working days, to any document which is placed in the employee's personnel file.
- c) This section will not be subject to the grievance procedure. However, if an employee believes that material, other than performance evaluations, is inaccurate, he or she may request a meeting with the Superintendent and/or the author of the document. The Superintendent will carefully consider the employee's objections. If the employee can substantiate to the satisfaction of the Superintendent that the material is inaccurate, it will not be placed in the employee's personnel file, or remain in the file if it was previously placed there.
- d) An employee shall be entitled to examine his or her personnel file. The employee will give the Superintendent three working days' notice when (s)he wishes to review his/her personnel file. Such examinations shall be limited to the District's regular business hours, and in the presence of the Superintendent or another monitor of his or her choice. The employee will be required to sign an acknowledgement that he or she has reviewed the file; if the employee refuses to acknowledge the review, such refusal will be documented. The employee may make photocopies of documents in his or her personnel file. The District reserves the right to charge a per-page copying fee.
- e) Nothing in this clause shall limit the Board of Education's right to review personnel records.
- f) Evaluation Procedure for Teaching Assistants

The evaluation procedure shall be in accordance with a review plan that was negotiated between the parties in March 2004. The plan will be reviewed annually by a committee comprised of teaching assistants, building administrators, the superintendent, and the unit president

Section 3. Evaluation Procedure

- a) Each probationary employee will be evaluated by his/her immediate supervisor at least twice during his/her probationary period.
- b) Each permanent employee will be evaluated by his/her immediate supervisor at least once each fiscal year.

- c) Each evaluation will be in writing on a form provided by the District. The evaluator and the employee shall both sign and date the evaluation. The employee's signature indicates only that s/he has seen the completed evaluation, not that s/he necessarily agrees with its contents.
- d) An employee may have a conference to discuss the evaluation with his/her supervisor upon the employee's request. The supervisor and the employee shall each have the right to call such a conference.
- e) The completed evaluation form shall be placed in the employee's personnel file. The employee will receive a copy of each of his/her evaluations.

Section 4. Eye Protection

The District will provide non-prescriptive eye protection equipment comprised of goggles or eye shields. These will be worn in eye hazard areas.

Section 5. Promotion

When promotional opportunities exist within the School District, the employer will give every consideration to the present employees when the skills and abilities are present to meet the job duties. When two employees have the same skills and abilities, the employer will promote the more senior employee. The judgment of the skills and abilities shall be at the sole discretion of the employer. Each employee who is given a promotion will be placed on the new starting salary or 105% of the employee's existing salary whichever is greater.

Section 6. Resignation

Employees shall give the District two week's notice of their intention to resign or retire.

Section 7. Discipline and Discharge

- a) Civil Service Employees: A permanently appointed employee who is suspended or discharged may request a hearing under Section 75 of the Civil Service Law or the grievance procedure, but not both.
- b) Teaching Assistants: The parties agree to waive Section 3020-a of the Education Law; disciplinary action will be taken pursuant to the grievance procedure as outlined in the CSEA Agreement.

ARTICLE 11
GRIEVANCE PROCEDURE

Section 1. Purpose

It is the purpose hereof to provide for the settlement of differences between the employer and the employee through procedures under which employees may present grievances, free from coercion, interference, restraint, discrimination, or reprisal.

Section 2. Basic Standards and Principles

Every employee shall have the right to present his/her grievance to the employer in accordance with the provisions hereof, and the grievance procedure established hereunder shall provide the right to be represented by an attorney or representative of his/her choice at all stages thereof. CSEA shall be responsible for the employee's attorney fees.

Section 3. Definitions

- a) Grievance - shall mean any claimed violation, misinterpretation or inequitable application of specific terms of this contract.
- b) Supervisor - shall mean any person, regardless of title who is assigned to exercise any level of supervisory responsibility over employees.
- c) Days - shall mean all days other than Saturday, Sunday or legal holidays as celebrated by the employer. Saturdays, Sundays and legal holidays shall be excluded in computing the number of legal days in which action must be taken in any step of the grievance procedure.

Section 4. General

- a) The time limits set forth in this Article are of the essence. They may, however, be extended only by mutual written Agreement of the parties.
- b) The failure of the grievant to proceed within the time limit set forth shall terminate the grievance at that step. The failure of the employer to answer within the time limit set forth will advance the grievance to the immediate next step of the grievance procedure upon written notice to the employer representative at the next step of the grievance procedure.
- c) An undecided grievance shall in no way operate to impede, delay or interfere with the right of the employer to take the action which is subject to complaint.
- d) The cost of the grievant, witness or attorney time, expense or other incidents shall be borne by the party so requesting or presenting a request for or on behalf of said person.

e) Time for Representation

The employer shall agree to give the local unit representative time to represent the employee in any step of the Grievance and Dispute Procedure calling for such representation. Pay will not be deducted from the local unit representative for such time if the local unit representative has the prior approval for such time from the Chief School Officer.

Section 5. Procedures

Step 1 Supervisor

- a) A grievance arising under this Agreement shall be first presented orally by the employee to his/her supervisor within ten (10) days after the employee knew or should have known of the act, event, or occurrence giving rise to the grievance. The supervisor shall, to such extent as he/she may deem appropriate, consult with his/her superiors. Thereafter, the supervisor shall respond within 2 days to the employee with his/her answer orally to said grievance, but not to exceed 10 days from the oral presentation.
- b) In the event the grievance is not resolved under Step 1.a) the aggrieved employee shall present the grievance to his/her supervisor in writing within 2 days. The supervisor shall, to such extent as he/she may deem appropriate, consult with his/her superiors. Thereafter, the supervisor shall respond within 2 days to the employee with his/her determination to said grievance in writing, but not to exceed 10 days from the written grievance.
- c) A grievance shall not be initiated later than 10 days after the event constituting the alleged grievance. This limitation may be raised at any step throughout the grievance procedure even though it may not have been cited at Step 1.

Step 2 Chief Executive Officer

- a) In the event the grievance is not resolved under Step 1, the employee may file a request in writing within 5 days from the date of the answer in Step 1 for an informal hearing of his/her grievance before the Chief Executive Officer. The Chief Executive Officer shall within 5 days after receipt of the request for said hearing schedule a hearing at which time the employee and his/her representative, if any, may appear and present oral and written statements of arguments. Thereafter, the Chief Executive Officer shall answer in writing within 10 days from the date of the hearing.
- b) A copy of the response at all steps shall be transmitted to the Unit President.

Step 3 Board of Education

- a) In the event that the grievance is not resolved under Step 2, the aggrieved employee may request in writing, within five (5) days after the date of the Step 2 answer, a review of the matter before the Board of Education. The appeal to the Board step shall reach the

District Office no later than 12:00 noon on the mailing date for the Board agenda. For example, the agenda is currently mailed on Friday for the Board meeting on the following Wednesday.

- b) The Board of Education shall hold a hearing no later than the next regular meeting following the date the District Office receives the appeal from Step 2. The Board shall render a decision within ten (10) days after the date of the hearing to resolve the matter, and said decision shall be forwarded by the Chief School Officer to the grievant and the Unit President in writing.
- c) In any month during which the Board meets only once, and the next regular meeting is scheduled for more than 10 days after the Board receives the appeal to Step 3, the Board will review the grievance no later than ten (10) days after it receives the appeal.

Step 4 Arbitration

- a) In the event that the grievance is not resolved under Step 3, the aggrieved employee may request in writing within 5 days after the date of the Step 3 answer, the appointment of an arbitrator from the Cornell Alternative Dispute Resolution Program.
- b) It is understood by the parties that the cost of such arbitration shall be borne equally by the parties.
- c) The arbitrator shall not have jurisdiction or authority to add to, modify, detract from or alter in any way the provisions of this Agreement or any amendment or supplement thereto, or to add new provisions to this Agreement or any amendment or supplement thereto.
- d) If the grievance concerns matters not covered by this Agreement or the procedures contained herein have not been adhered to, said grievance shall be returned to the parties without decision and the cost shall be fully absorbed by the grieving party.
- e) The decision of the arbitrator for resolution of the grievance shall be binding on all parties to the proceedings except that in addition to the prohibitions contained within Article 11, Step 4, paragraph (c) and (d) the arbitrator shall have no power to make advisories which requires the commission of an act prohibited by law or which is violative of the terms of this Agreement or which is contrary to a regulation of the Commissioner of Education having the force and effect of law or Rule of the Board of Regents having the force and effect of law.
- f) Awards may not be retroactive prior to the initiation of the alleged grievance with the employer.
- g) Each party shall be responsible for its own expenses for preparation, legal counsel, records, witnesses and other cost related to the arbitration.

ARTICLE 12 INSURANCE

Section 1. Health Insurance

- a) The Health Insurance Plan shall be available to all employees working 20 or more hours per week.
- b) For the year 2008-09, the District shall continue to provide 89% of the cost for the individual premium and 79% of the cost for the dependent's premium. Effective in the year 2009-10, the District shall provide 87% of the cost for the individual premium and 79% of the cost for the dependent's premium. Effective in the year 2010-11, the District shall provide 87% of the cost for the individual premium and 77% of the cost for the dependent's premium.
- c) The employer may change the present group medical insurance plan and/or carrier, provided that any new plan or carrier put into effect must be the same as, or improved over, those prevailing at the time this Agreement was executed. If during the term of this Agreement the District reaches agreement with any other bargaining unit that provides for better cost sharing or benefits, the District will offer the Union a re-opener on these changes.
- d) For employees hired after July 1, 1990, who are appointed to work less than 20 hours per week and wish to enroll in the District's health insurance plan, the employer shall provide a prorated amount of the percentage of the cost of the plan based upon the number of hours for which they are appointed. The proration shall be based upon a 40 hour work week. Any revision to the prorated status shall occur only twice per year - by September 30 and by February 1 of each school year.
- e) Effective October 1, 2008, the prescription portion of the District's health insurance plan shall be the \$5/\$10/\$25 (30 day retail) and \$10/\$20/\$50 (90 day mail order) plan as offered by Excellus Blue Cross Blue Shield through the Cooperative Health Insurance Fund of Central New York. The plan shall not include a provision requiring "prior authorization" or "step therapy".

Section 2. Dental Insurance

The District shall pay 100% of the premium for the basic dental insurance plan. Each employee who enrolls in the orthodontic/periodontic rider shall pay the additional premium for this rider. The District will contribute toward the Prime Blue premium up to the amount that the District would pay for the basic dental plan. Each employee who enrolls in the Prime Blue plan shall pay the additional premium for this rider.

Section 3. Insurance for Retirees from McGraw

- a) For an employee who retires after 10 or more years of continuous service at McGraw, the District shall pay 75% of the individual health insurance premium and 50% of the premium for dependents. To qualify for this benefit, the employee's resignation must take effect on or

after his/her effective retirement date on record with the New York State Employees' Retirement System.

- b) A surviving spouse who was covered under the McGraw insurance plan may continue in the plan by paying 100% of the cost.
- c) To continue health insurance after retirement, the employee must be enrolled in the McGraw insurance plan before he/she retires.
- d) Dental insurance for retirees is governed by COBRA.

Section 4. Vision Program

A vision plan administered by the CSEA Employee Benefit Fund shall be offered as a voluntary option, if and when the bargaining unit attains enrollment in the plan of 50% of members of the bargaining unit. Premiums for such plan shall be borne by the employee. The District shall allow payroll deductions for premiums for those employees who authorize such deductions. The District shall remit deductions to the CSEA Employee Benefit Fund.

**ARTICLE 13
RETIREMENT**

Section 1. Employees' Retirement System

The District shall provide eligible employees coverage in the New York State Employees' Retirement System as follows:

- a) Employees hired prior to July 27, 1976 who are members of the system shall be entitled to the benefits provided for in Plan 75-I.
- b) Employees hired between July 27, 1976 and August 31, 1983 who are members of the system shall be entitled to the benefits provided for in Article XIV of the New York State Employees Retirement System.
- c) Employees hired on or after September 1, 1983 who are members of the system shall be entitled to the benefits provided for in Article XV of the New York State Employees Retirement System.
- d) The District will provide Section 41j from the New York State Employees' Retirement System for all employees who are enrolled in the ERS.
- e) Teaching Assistants with fifteen (15) or more years of service shall be compensated at \$10 per day up to a maximum of 175 days for accumulated personal illness leave upon retirement.

Section 2. Teachers' Retirement System

The District shall provide eligible employees coverage in the New York State Teacher's Retirement System.

**ARTICLE 14
PAID LEAVES**

Definition:

For school bus drivers, the term "regularly scheduled hours" means all time required for regular and recurring daily or weekly runs which have been awarded to the bus driver through the bid process. (For definitions of these runs, see Article 5, Section 1.)

Section 1. Personal Illness Leave

- a) All bargaining unit employees shall be allowed one day for personal illness leave, at the employee's regularly scheduled daily hours, per month of employment. Paid personal illness leave not used during the fiscal year will be allowed to accumulate to 175 days.
- b) After three consecutive days illness, a doctor's certificate may be required from the medical professional who is treating the illness: the employee's physician, physician's assistant, nurse practitioner, or dentist.
- c) Each bus driver utilizing a personal illness day shall be paid for whatever runs are scheduled on the day he/she is absent. The driver will not receive pay for his or her assigned late run if it does not go out on the day he or she is on the paid leave.

Section 2. Illness in Family Leave

- a) Each clerical, maintenance, transportation, instructional support, and cafeteria employee shall receive four (4) days for illness in the immediate family annually. Immediate family is understood to mean: spouse, children, stepchildren, grandchildren, parents, grandparents, and relatives or foster children residing in the same household as the employee. Annual allowances under this section may not accumulate.
- b) Each bus driver utilizing a family illness shall be paid for whatever runs are scheduled on the day he/she is absent. The driver will not receive pay for his or her assigned late run if it does not go out on the day he or she is on the paid leave.

Section 3. Death in the Family Leave

- a) Up to three days will be allowed to each clerical, maintenance, instructional support, or cafeteria employee for each death in the immediate family. Immediate family is understood to mean: spouse, children, mother, father, stepfather, stepmother, brother, sister, father-in-law, mother-in-law, brother-in-law, sister-in-law, stepchildren, foster children, grandfather,

grandmother, grandchildren, aunt, uncle, and relative residing in the same household as the employee. Employees shall be allowed leave without loss of pay or leave accruals for the day of the funeral for a niece or nephew.

- b) Bus drivers will be paid their regularly scheduled hours for all bereavement day(s).

Section 4. Personal Business Leave

- a) Each clerical, maintenance, instructional support, and cafeteria employee will be allowed two days per year for personal business. Each bus driver shall be allowed one personal leave day at the driver's regularly scheduled hours on the day of absence in 2002-2003, and two days in 2003-2004 and thereafter. Twenty-four hours notice is required except in an emergency. Personal business is intended to be used for business that cannot be conducted outside of normal working hours.
- b) Unused personal business leave shall not carry over to the next year as personal business leave, but will be rolled over to accumulate as sick leave.
- c) Personal leave shall not be used before or after a vacation or holiday period unless the employee states in his/her request for leave the reason it must be used, and why on that day, and the Superintendent expressly approves the absence before it occurs.

Section 5. Union Business Leave

The Unit President or his/her designee shall be permitted up to a total of two days per year with pay for Union business. The leave of absence will be granted with prior approval from the Superintendent as soon as the need for it becomes known, normally five workdays or longer in advance.

Section 6. Court Appearance, Hearings and Jury Duty

- a) An employee called to jury duty or subpoenaed during working hours will receive full pay for time served. However, the jury fee must be refunded to the School District. Any travel expense check shall be retained by the employee. An employee shall be paid his/her normal hourly rate for the time spent in court on behalf of or as required by the School District.
- b) An employee shall be paid his/her normal hourly rate for the time spent attending Workers' Compensation Board hearings related to injuries incurred as a result of employment at McGraw Central School District. Employees may use available Personal Business Leave or vacation days to attend Workers' Compensation Board hearings related to injuries incurred from other employment.

ARTICLE 15
FAMILY AND MEDICAL LEAVE ACT

Section 1.

In accordance with the applicable provisions of the Family and Medical Leave Act of 1993 (“FMLA”), eligible unit members shall be entitled to up to twelve (12) weeks (60 work days) of unpaid leave for FMLA approved absences per fiscal year (July 1 - June 30).

Section 2.

To be eligible for FMLA leave an employee must have worked for McGraw Central School District for at least 12 months and at least 1,250 hours during the 12 months immediately preceding commencement of leave.

Section 3.

Eligible employees wishing to take FMLA leave must make application for such leave, in advance (30 days where possible, or as soon thereafter as the employee becomes aware of the need for such leave), on a form available from the McGraw Central School District Office. The District may initiate the request for a leave if it becomes aware that an employee is absent due to a qualifying event.

Section 4.

An employee granted FMLA leave will continue to be covered under the McGraw Central School District’s group health plan and dental insurance plans, under the same conditions as coverage would have been provided if the employee had been continuously employed during the leave period. The employee will be responsible for paying their portion of the applicable premium rate(s).

Section 5.

When an employee requests FMLA leave, the District will first determine whether he/she is eligible under ¶1 of this section. Any previous FMLA leave occurring from July 1 to the effective date of the current FMLA leave will be subtracted from the twelve-week entitlement. The employee will then be granted the remainder of the twelve weeks for the requested leave. If the requested leave is for the employee’s own serious health condition, paid sick leave shall run concurrently with the FMLA leave. Employees who have other applicable paid leave credits (i.e. personal and family illness leaves or paid vacation time) may, at the employee’s option, apply such paid leave time against their FMLA leave and such paid leave shall run concurrently with and be a part of the FMLA absence.

Section 3. Extra Holiday with Pay at Superintendent's Discretion

The Superintendent of Schools may from time to time offer members of the support staff unit holiday time with pay. The CSEA unit recognizes the right of the Superintendent to do this, and agrees that she or he does not establish an obligation or past practice in offering the benefit. As a result, the Superintendent may offer an additional day off with pay or decline to offer such a day, without fear of a grievance from the unit or any of its members.

Section 4. Usage

Employees must work the scheduled workday before a holiday and the scheduled workday after a holiday, or be on an approved vacation, in order to be paid for the holiday. If an employee calls in sick on a scheduled workday before a holiday or after a holiday, a doctor's statement may be required to receive credit for the holiday.

Section 5. Scheduling When an Employee Must Work on a Holiday

If a paid holiday falls on a day when the School District is required to remain open the employee shall receive a compensatory day off in lieu of the holiday.

Section 6. Bus Drivers

In 2001-2002, pay for up to six runs will be allowed to each driver for each holiday. Starting in 2002-03, bus drivers will be paid their regularly scheduled hours, as if school had been open on that day of the week, for all holidays.

Section 7. Teaching Assistants

Provisions for Holidays do not apply to Teaching Assistants.

**ARTICLE 17
VACATIONS FOR CLERICAL AND MAINTENANCE EMPLOYEES**

Section 1. Benefit

All twelve month clerical and maintenance employees shall receive 5 days paid vacation after at least twelve months of service, 10 days paid vacation after at least two years of service, 15 days paid vacation after ten years of service, and 20 days paid vacation after twenty years of service, and 22 days after 25 years of service.

Section 2. Scheduling

- a) Each clerical and maintenance employee shall be credited with the appropriate amount of vacation on his/her anniversary date of hire according to his/her years of service. The employee shall then have one year from his/her anniversary date of hire to take his/her vacation. The employee's immediate supervisor will give approval as to the time the vacation is to be taken. Seniority will determine preferences for vacation periods.

- b) If a holiday falls within an employee's vacation period, the employee shall be credited with one additional day of vacation for each holiday that falls within such period and shall be allowed to extend his/her vacation, with the employer's approval, by the number of days with which he/she shall be credited.
- c) Vacations not used are not allowed to accumulate. If an employee is unable to take all or part of his/her vacation during the following year in which he/she earned it due to the work load of the District, the employer shall pay the employee for all of, or that portion of his/her earned vacation that the employee was unable to take at the end of the employee's succeeding anniversary date of hire.

**ARTICLE 18
LEAVE WITHOUT PAY**

In case of extenuating circumstances, an employee may request a leave without pay for up to thirty (30) days, provided that the following conditions are met:

- 1. A written request specifying date(s) and reasons for the requested leave must be submitted to the Superintendent of Schools for his/her review at least ten (10) days prior to the commencement of the leave.
- 2. Unpaid leaves are not intended for vacation or recreational purposes. The Superintendent, however, shall have the sole discretion to approve unpaid leaves for any reason.
- 3. For an employee who is on an approved short leave without pay, the Superintendent must expressly approve any requested extension of or early return from that leave. If the leave immediately precedes or follows a holiday and the employee requests to shorten his/her unpaid leave, the employee must actually be present on the day before and after the holiday, or have received the Superintendent's approval in advance in order to qualify for holiday pay.
- 4. The Superintendent's decision shall be final and not subject to the grievance procedure (Article 11 of this Agreement).

**ARTICLE 19
UNION RIGHTS**

Section 1. Bulletin Boards and Job Posting

The employer will provide four bulletin boards for CSEA use and for posting of job vacancies. Such vacancies will be posted at least five working days prior to filling the positions.

**ARTICLE 21
SAVINGS CLAUSE**

If any article or part thereof of this Agreement or any addition thereto should be decided as in violation of any federal, state or local law, or if adherence to or enforcement of any article or part thereof should be restrained by a court of law, the remaining articles of this Agreement shall not be affected.

**ARTICLE 22
LEGISLATIVE CLAUSE**

Ratification - Taylor Law Section 204A

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

**ARTICLE 23
AGREEMENT SCOPE**

Section 1.

This Agreement shall constitute the full and complete commitment to the non-instructional employees of the District. Both parties to this Agreement agree that no item or section of this contract shall be renegotiated during the term of this contract. Both parties also agree that items not covered in this contract shall not be negotiated until the expiration of said contract. Negotiations for a successor Agreement shall begin on or before February 1, 2012.

Section 2.

Any written language that does not express the intent of the Agreement by both parties because of an error in printing or omission may be corrected by representatives of both parties if both parties agree on the correction and how it is to be corrected. This can be done without opening up negotiations and without a vote.

**ARTICLE 24
LABOR MANAGEMENT COMMITTEE**

Section 1.

The purpose of this article shall be to provide a forum to discuss and attempt to resolve matters of mutual concern. By mutual agreement, matters resolved pursuant to this article may be placed in writing in the form of a memoranda or correspondence between the parties.

Section 2.

The labor-management committee shall be comprised of a number (to be resolved before labor-management meeting) depending on the agenda, with at least two representatives from the Union and two representatives from the District.

Section 3.

Representatives of the District shall meet with the CSEA representatives, quarterly, at mutually agreed upon times. Nothing contained herein shall prevent representatives from meeting more frequently or less frequently than provided herein upon mutual agreement.

Section 4.

Written agenda shall be exchanged by the parties no less than five days before the scheduled date of a meeting. At the time of a meeting additional matters for discussion may be placed upon the agenda by mutual agreement.

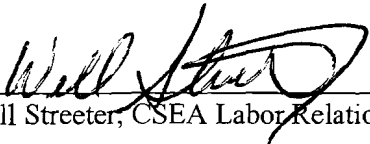
Section 5.

The results of a labor-management meeting held pursuant to this article shall not contravene any term or provision of this Agreement. Such results shall not be subject to the provisions of the grievance and arbitration procedure in this Agreement.

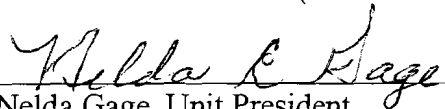
**ARTICLE 25
DURATION**

This Agreement shall be effective on July 1, 2008 through June 30, 2012.

For the Union:




Will Streeter, CSEA Labor Relations Specialist



Nelda Gage, Unit President



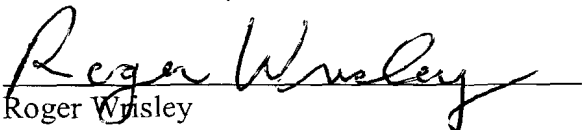
Joanie Andersen



Carlene Handelmann



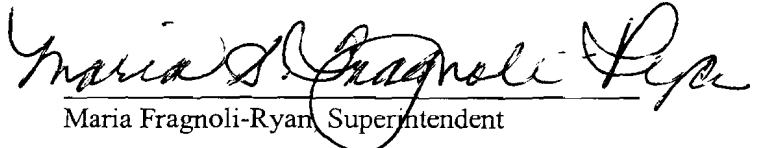
Donna Hayes



Roger Wisley

Dated 11-12-08

For the District:



Maria Fragnoli-Ryan, Superintendent

Dated Nov 12, 2008

APPENDIX A

**STARTING RATES
2008-2012**

<u>POSITION</u>	<u>2008-09</u>	<u>2009-10</u>	<u>2010-11</u>	<u>2011-12</u>
COOK	\$10.87	\$11.30	\$11.75	\$12.23
FOOD SERVICE HELPER	\$8.79	\$9.14	\$9.51	\$9.89
FOOD SERVICE HELPER/CASHIER	\$8.79	\$9.14	\$9.51	\$9.89
BUILDING MAINTENANCE MECHANIC	\$12.91	\$13.42	\$13.96	\$14.52
CUSTODIAN	\$10.28	\$10.69	\$11.11	\$11.56
CLEANER	\$9.12	\$9.49	\$9.87	\$10.26
TEACHER AIDE	\$9.08	\$9.44	\$9.82	\$10.21
TEACHING ASSISTANT	\$16,555	\$17,217	\$17,906	\$18,622
INTERPRETER	TO BE NEGOTIATED BETWEEN THE PARTIES			
AUTO MECHANIC	\$12.91	\$13.42	\$13.96	\$14.52
MECHANIC HELPER	\$10.08	\$10.48	\$10.90	\$11.34
BUS DRIVER	\$12.91	\$13.42	\$13.96	\$14.52
HEALTH AIDE (OBSOLETE)	\$10.75	\$11.18	\$11.63	\$12.10
KEYBOARD SPECIALIST	\$9.73	\$10.12	\$10.53	\$10.95
CLERK I	\$9.37	\$9.75	\$10.14	\$10.54

For each year of experience related to the duties the new hire is to perform, a differential of \$.15 will be paid at the time of hire.

The experience differential will not result in the new employee being paid more than an incumbent in the same job title with an equal number of years or more of experience in McGraw or experience credited at the incumbent's time of hire, unless unusual circumstances dictate otherwise. For clerical employees, prior experience credit for placement purposes will be given only when experience is of a directly related nature.

Disputes regarding the application of the experience differential may be processed through the grievance procedure, except as provided in the paragraph immediately below.

The parties agree that "related experience" will be recognized when the new hire provides formal documentation acceptable to the District to verify that related experience. The parties will meet and discuss any new hire whose related experience cannot be verified. In such cases the Superintendent's decision after such a discussion will be final and not subject to the grievance procedure.

APPENDIX B

SIDE LETTER OF AGREEMENT: HEAD BUS DRIVER

Notes from September 8, 1995 discussion between Roger Wisley, Marilyn Wheatley and Steve Littlefield on Head Bus Driver Position.

1. The District has created a Head Bus Driver position. The position will not be recognized as part of the CSEA McGraw School Bargaining Unit #1 Local 812
2. The Head Bus Driver will drive daily bus runs up to two hours per day, plus substitute driving for runs that come open for which no other driver is available. Every reasonable effort will be made to use regular drivers for available runs.
3. The daily bus run as defined in this Agreement shall be a special run (as defined in Article 5, 1.b.). This Agreement prohibits the Head Bus Driver from being assigned to a regular run (as defined in Article 5, 1.a.) except on a substitute basis as described above.
4. At the beginning of the school year, the District will assign the HBD a 2-hour special run. This run will not displace a regular bus driver from a special run that he or she already has. If the special run that the HBD has is discontinued, the HBD can't take an existing special run from a regular bus driver.
5. The side Agreement is intended to supplement contract language, but not to supplant any existing contract language.
6. This side Agreement will become part of the contract between the non-instructional bargaining unit and the McGraw Central School District.

