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# **CONTRACT**

between the

**CUBA-RUSHFORD CENTRAL SCHOOL  
DISTRICT**

and the

**CUBA-RUSHFORD EDUCATIONAL SUPPORT  
PERSONNEL ASSOCIATION**

**July 1, 2015 - June 30, 2020**

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## **PREAMBLE**

This Agreement is made and entered into between the Cuba-Rushford Central School, hereafter referred to as "Superintendent", representing the Cuba-Rushford Central School District, hereinafter referred to as the "District" and the Cuba-Rushford Educational Support Personnel Association, hereinafter referred to as "CRESPA".

## **ARTICLE I**

### **RECOGNITION**

The Board of Education, having determined that the "CRESPA" is supported by a majority of the employees in the bargaining unit, hereby recognizes the "CRESPA" as the exclusive negotiating agent for a unit composed of the following positions: Cook, Custodian, Cleaner, Food Service Helper, Teaching Assistant, Teacher Aide, Bus Driver, Bus Cleaner/Driver, Automotive Mechanic, Nurse, Monitor, Coordinator of Informational Services, Coordinator of Student Services, Mechanics Helper, Building Maintenance Assistant, Grounds Worker, Senior Typist, Typist, Electronic Equipment Technician, Computer Assistant, and Bus Driver/Other CRESPA Position.

### **DUES DEDUCTION AND AGENCY FEE**

The District will make one deduction each pay period for CRESPA dues from the wages of those employees who have filed with the Board office signed deduction authorization forms therefore. These deductions shall be continuous until such time as the employee cancels them in writing. From the wages of each employee hired after December 1, 1990, who does not have a dues deduction authorization form on file, the District will make one deduction each pay period for agency fee. Not later than July 1st of each fiscal year, the CRESPA shall certify in writing, to the Board office, the amount of any change in CRESPA dues or agency fee for that fiscal year. All such deductions for each month are to be remitted to the Association treasurer by the fifteenth day of the following month. The Association will create a fully legal refund procedure for Agency Fee payers and shall otherwise deal with the funds and with Agency Fee payers in a lawful and proper manner. The Association agrees to indemnify and to hold the District harmless in reference to such Agency Fee deductions.

## **ARTICLE II**

### **NEGOTIATION PROCEDURES**

- 1) By October 1 of the final school year of this contract, the parties will enter into good-faith negotiations over a successor agreement covering the following school year. If the Board and the Association are unable to agree upon a mediator, the parties shall request the State Public Employment Relations Board to assist the parties to reach agreement. Such mediation and fact-finding will be governed by the provisions of Section 209 of the Civil Service Law.
- 2) Neither party in any negotiations shall have any control over the selection of the representatives of the other party and each party may select its representatives from within or outside the school district. While no final agreement shall be executed without ratification by the Association and the Board, the parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, consider proposals, and reach compromises in the course of negotiations.

## **ARTICLE III**

### **MISCELLANEOUS PROVISIONS**

- 1) This Agreement constitutes the full and complete agreement of the parties and may be altered, changed, added to, deleted from or modified only through the voluntary, mutual consent of the parties in a written, signed amendment to this Agreement. The Association and Superintendent agree that all negotiable items have been discussed during the negotiations leading to this Agreement, and the parties agree that negotiations will not have to be reopened on any item, whether contained in this Agreement or not. The operating of school and direction of staff are vested exclusively in the school board. Before the Board adopts a change in policy which affects items construed by PERB as mandatory subjects of negotiations and which are not covered by the terms of this Agreement, the Superintendent will notify "CRESPA" in writing that the Board is considering such a change. The "CRESPA" will have the right to negotiate such items with the Board by notifying the Board of such intent within five (5) work days after receipt of such notice. This procedure should not interfere with the Board or any persons in management authority to make unilateral decisions without negotiating on non-mandatory items not covered by the Agreement.
- 2) This Agreement shall supersede any rules, regulations, or practices of the Board which shall be contrary to or inconsistent with its terms. The provisions of this Agreement shall be incorporated into and be considered part of the established policies of the Board.
- 3) Any individual arrangement, agreement or contract between the Board and an individual employee, heretofore executed, shall be subject to and consistent with the terms and conditions of the Agreement and any individual arrangement, agreement or contract hereafter executed shall be expressly made subject to and consistent with the terms of this or subsequent agreement to be executed by the parties. If an individual arrangement, agreement or contract contains any language inconsistent with this Agreement, the Agreement, during its duration, shall be controlling.
- 4) If a determination or decision is made that any portion of this Agreement is contrary to law, the original parties to this Agreement shall convene immediately for the purpose of negotiating a satisfactory replacement for such Article or part thereof.
- 5) An electronic copy of the contract will be distributed to all employees. Printed copy can be supplied upon request to the district office.
- 6) The final proof shall be read by both the administration and the "CRESPA" and they shall agree upon its final form before being issued.

## **ARTICLE IV**

### **RIGHTS OF THE "CRESPA"**

The "CRESPA" shall have the sole and exclusive right with respect to other labor organizations to represent all employees in the heretofore defined negotiating unit in any and all proceedings under the Public Employees Fair Employment Act; under any other applicable law, rule, regulation or statute, under the terms and conditions of this Agreement to designate its own representatives and to appear before any appropriate official of the employer to affect such representation; to direct, manage and govern its own affairs; to determine those matters which the membership wishes to negotiate, and to

pursue all such objectives free from any interference, restraint, coercion or discrimination by the employer or any of its agents.

## **ARTICLE V**

### **RIGHTS OF THE EMPLOYEES**

- 1) Joining the "CRESPA" – Any employee covered by the provisions of this Agreement shall be free to join or refrain from joining the "CRESPA" without fear of coercion, reprisal or penalty from the "CRESPA" or the employer. Employees may join and take an active role in the activities of the "CRESPA" without fear of any kind of reprisals from the employer or its agents.

An employee may bring matters of personal concern to the attention of the appropriate employer's representatives and officials in accordance with applicable laws and rules, the employee may be represented by the union or appear alone in a grievance or appeal proceeding.

- 2) Personnel File – There shall be only one official personnel file kept on each employee by the District.

Each employee has the right (personal references excepted), upon request, to review his/her personnel file maintained in the Personnel Office or individual building in connection with his/her employment. Such request should be made in the form of an appointment with the Superintendent. Each employee shall have the right to be accompanied by the representative of his/her own selection during such review. The employee shall have the right to reproduce information within his/her file with the exception of confidential references and shall pay the costs of copying according to Board policy. Except for review by the employee and/or his/her representative as above set forth, only those persons with an official legal right and reason for so doing may inspect an employee's file.

Employees shall receive copies of all materials to be placed in their personnel file and shall sign the copy of each document to be filed. Such signature indicates only that the employee has seen the material. If the employee wishes he/she may submit a written response to any material, placed in his/her file. Such written response shall be attached to the pertinent document and become part of the employee's official file.

If an employee refuses to sign a document or is unavailable and written notice to that employee has been given, such will be noted on the document and placed in the personnel file.

## **ARTICLE VI**

### **RIGHTS OF THE EMPLOYER**

Except as otherwise specifically provided in this Agreement, the Employer shall have the customary and usual rights, powers, and functions to direct the employees, to hire, promote, suspend and to take disciplinary action, and to otherwise take whatever actions are necessary to carry out the mission of the Employer unless altered by this Agreement.

Under the terms of this Agreement and pursuant to the Public Employees Fair Employment Act the employer shall negotiate collectively and in good faith with the "CRESPA" in the determination of salaries and the terms and conditions of employment and to enter into a written agreement with the "CRESPA".

## ARTICLE VII

### DEFINITIONS, HOURS AND DUTIES

#### SECTION 1 – Definitions

- 1) Full time – A full time employee is a person who works more than twenty (20) hours a week for a period of more than twenty (20) weeks in a school year. A full time bus driver is one who has at least a daily morning (AM) and afternoon (PM) route or a bus driver who has a work schedule equivalent to a regular bus route (a minimum of 2 routes per day when school is in session).
- 2) Full time employees are divided into these three categories:
  - a) Twelve-month – full time employees are eligible for all benefits listed in this contract. Such benefits are health insurance, retirement, sick leave, personal business days, jury duty leave and bereavement, paid vacations and holidays.
  - b) Eleven-month – full time employees are eligible for all benefits listed in this contract with the exception of paid vacations. Eleven (11) month full time employees will receive the unpaid main student vacation during Christmas and Easter/Spring recess periods. An eleven-month employee may, with written request and subsequent approval from the Superintendent, take days off during the regular school year. Such written request must be presented at least 10 days prior to the intended absence. Such absence, if approved, will be unpaid. This unpaid time may be made up at a later date following discussion with and approval by the Superintendent. In addition, twenty (20) workdays will be scheduled in July and August. The agreed upon make up date(s) cannot be during the twenty required days in July and August. With prior approval by the Superintendent, work during student vacations will be paid. Two hundred seventeen (184 days from September - June + 20 summer days + 13 holidays) 217 days will be the maximum work year.
  - c) Ten-month – full time employees are eligible for all benefits listed in this contract with the exception of paid vacations and paid holidays. The work year shall be the days assigned to work including training and workshop days between September 1 and June 30. In order for a part-time ten-month employee to be eligible during any school year for benefits of a full time ten-month employee, such part-time 10-month employee must have, during the forty (40) weeks of the school year, worked in excess of twenty (20) hours per week for at least twenty (20) weeks of the forty (40) week school year.
- 3) Part time - A part time employee is a person who works twenty (20) hours or less per week or a bus driver who is scheduled for less than a daily morning (AM) and afternoon (PM) route. Part time employees shall not be entitled to nor be eligible for fringe benefits (All items outside of Salary, Worker Comp., Retirement). Listed below are Fringe Benefits:
  - a) Vacations
  - b) Holidays
  - c) Association Day
  - d) Personal Leave of Absence
  - e) Sick Time \*
  - f) Personal Day

- g) Child Rearing Leave
- h) Sick Bank Days
- i) Health Insurance
- j) Disability Insurance
- k) Jury Duty
- l) Bereavement \*
- m) Flex Benefits

\*However, after his/her third anniversary of continuous employment, such part time employee shall be eligible for sick days and bereavement leave at their regular rate of pay and hours assigned. Part-time employees are also eligible to join the New York State Employees' Retirement System.

Shift Differential - All employees who work a regular shift that starts on or after 12 p.m. shall receive an additional fifty (\$.50) cents per hour for each hour worked after 3 p.m.

Substitutes - A substitute is a temporary employee who is hired to take the place of an employee who is absent and expected to return. On a substitute's thirty-first consecutive work-day, he/she will receive pro-rata the pay and benefits, health insurance included, of a starting employee as outlined in (A.) above and will become a member of the bargaining unit represented by CRESPA.

## **SECTION 2 – Hours**

The Superintendent shall have the right to assign the hours and work schedule for all unit members and reduce or add personnel according to the needs of the school district.

Unless otherwise notified by the Superintendent, eleven (11) and twelve (12) month unit members will report to work on snow days and/or other emergency closings. If the unit member is unable to report to work due to inclement weather, the unit member may elect to designate the day as a personal or vacation day. The District will waive the required notice for personal days or vacation days where an employee cannot travel to work due to weather conditions. The unit member must notify the District as soon as possible that he/she is utilizing his/her accrued vacation day(s) or personal day(s) for this purpose. However, in no case should the unit member provide such notice later than the end of the first day back to work.

### 1) 12-Month:

- a) Clerical – twelve (12) month personnel shall work seven and one-half (7-1/2) hours, per day, Monday – Friday. An unpaid lunch break of thirty (30) minutes will be scheduled by the Supervisor.
- b) Custodial – Custodians and cleaners shall work eight hours a day and five days per week. Unpaid consecutive minute duty free lunch period of at least thirty (30) minutes will be scheduled by the Supervisor. One custodial or cleaning worker may have a Tuesday – Saturday schedule.
- c) Mechanics – Mechanics shall work eight hours a day and five days per week as scheduled by the Supervisor with an unpaid duty free lunch period of thirty (30) minutes per day.

Custodial / Cleaning Staff Overtime – Custodial/cleaning staff interested in overtime opportunities will sign up for overtime posted on the designated posting locations. The district will post overtime opportunities five (5) days in advance, or as soon as it becomes available. Those unit members who sign up for overtime will be ranked on the overtime list by classification and seniority. Posted overtime opportunities will be offered to the next person eligible on the list.



Shift Swaps during Student Vacations – 12-month cleaners will have the collective option to work days or evenings during student vacation periods. All unit members on the respective shift must agree to work the same hours in each building. With supervisory approval, cleaning staff members may switch buildings or assignments within their job description to attain the work hours preferred.

2) 11-Month:

Electronic Equipment Technician - The work week shall be seven and one half (7 ½) hours per day, five (5) days per week (37.5 hrs/wk), Monday – Friday. The Supervisor shall schedule a duty-free, 30 minute unpaid lunch break.

3) 10-Month:

Food Service:

- a) Cook – The Cook shall work seven (7) hours per day, five (5) days per week (35 hrs/wk), Monday through Friday. The Cafeteria Manager shall schedule a daily, duty-free, 30-minute, unpaid lunch.
- b) Food Service Helpers – Each Food Service Helper shall work six and one-half (6 ½) hours per day, five days per week (32.5 hrs/wk), Monday through Friday. The Cafeteria Manager shall schedule a daily, duty-free, 30-minute, unpaid lunch.
- c) Food Service Helpers (Part-time) – Each part-time Food Service Helper shall work three and one-half hours (3 ½) per day, 5 days per week (17.5 hrs/wk), Monday through Friday.
- d) Cafeteria Monitor – Each Cafeteria Monitor shall work during lunch periods Monday – Friday as assigned by the Building Principal. The Building Principal will assign a duty-free 30-minute unpaid lunch if the monitor is scheduled to work more than three and one –half (3 ½) hours per day.

Study Hall Monitor – Each Study Hall Monitor shall work Monday – Friday as assigned by the Building Principal. The Building Principal will assign a duty-free 30-minute unpaid lunch if the monitor is scheduled to work more than three and one–half (3 ½) hours per day.

Bus Drivers – The Bus Driver work week shall be determined by their regular route. Bus drivers shall be paid at the individual driver’s hourly rate.

Bus Monitors – Bus monitors shall work part-time Monday through Friday as scheduled by their Supervisor.

Nurse – The work week for Nurses shall be seven and one-half hours per day, five days per week (37.5 hrs/wk), Monday through Friday. The Supervisor will schedule a paid lunch break of thirty minutes each workday.

Teaching Assistants and Teacher Aides – The workweek for both Teaching Assistants and Teacher Aides shall be six and one-half hours per day, five days per week. (32 ½ hrs/wk). The Supervisor will schedule an unpaid thirty- (30) minute lunch break each workday. The principal (or his/her designee) of the school to which the aide or teaching assistant is assigned shall be responsible for scheduling his/her work. Teaching Assistants assigned to classroom instruction will be scheduled for one daily preparation period, the length of which shall be equal to one class period. If a teaching assistant is requested by the building principal in writing and the teaching assistant agrees to attend parent teacher conferences or any other

work-related activity which occurs outside of the teaching assistant's regular work day, the teaching assistant shall receive his or her regular hourly rate plus an additional \$1.00 per hour for each additional hour worked. The teaching assistant will receive no less than two hour's pay per extra activity which occurs outside of the regular work day, unless the time occurs immediately prior to or following the employee's regularly scheduled work day.

Coordinator of Student Services – The Coordinator of Student Services will be scheduled for no more than one hundred eighty four (184) work days each year from September 1 – June 30. The work week shall be seven and one-half (7-1/2) hours per day, five (5) days per week (37.5 hrs/wk), Monday-Friday. The Supervisor shall schedule a duty-free, 30 minute unpaid lunch. Where a school vehicle is not available for the Coordinator of Student Services to travel for school business, the District will pay mileage at the Board adopted mileage rate/IRS mileage rate. The Coordinator of Student Services will be paid on an annualized basis in accordance with the Payroll Schedule established each year by the School District. An annual salary will be computed by multiplying the hourly rate by the number of regularly scheduled hours per day and then multiplying the result by 180 work days. The annual salary will be divided so that an equal amount will be paid in each paycheck. Work days in excess of 180 days as scheduled by the District, will be paid out on June 30 at his/her hourly rate times the number of hours worked. Non-Scheduled time should be submitted to an administrator of the district for approval on a claim form or time clock.

### **SECTION 3 – Miscellaneous**

#### **1) Breaks**

All unit members working in elementary buildings, except bus drivers and teaching assistants, will be entitled to a fifteen (15) minute break per one half (1/2) day of time on the job or the equivalent time as scheduled during a week as agreed upon between the unit member and employer.

All unit members working in the middle – high school building, except bus drivers and teaching assistants, will be entitled to a thirty (30) minute break per one (1) day of time on the job or the equivalent time as scheduled during a week as agreed upon between the unit member and employer.

#### **2) Time Clocks**

Time clocks will be used by all member of the bargaining unit. Unless circumstances are such, the district will not require unit members to complete time sheets except when necessary for payroll record keeping due to malfunction, etc.

#### **3) Additional Skills**

Any custodian or cleaner who is assigned to work at a higher skill level, such as major plumbing, carpentry, or electrical work on a temporary basis, shall be paid an additional One Dollar and Fifty Cents (\$1.50) per hour for such work performed.

#### **4) Boot Allowance/Mechanic Tools**

Bargaining unit members with outdoor responsibilities will be provided with a boot allowance of up to one hundred twenty-five dollars (\$125) per year. To be eligible for such reimbursement, unit members must submit the purchase receipt to the business office within ten (10) days of expenditure. The Mechanic, Mechanic Helper, and Bus Cleaner, Driver will be provided a steel toe boot allowance of up to one hundred twenty five dollars. (\$125) per year. To be eligible for such reimbursement, the mechanic and mechanic helper must also submit the purchase receipt to the business office within ten (10) days of expenditure.

The Mechanic and Mechanic Helper will be provided a two hundred dollar (\$250) allowance to tools related to their work for the District. To be eligible for such reimbursement, the Mechanic and Mechanic Helper must submit the purchase receipt to the business office within ten (10) days of expenditure.

5) Clothing/Shoe Allowance

The custodial/cleaning staff will receive up to seventy five dollars (\$75) clothing/shoe allowance per year upon submission of proper receipts for such articles.

6) Resignations

Unless waived by the Superintendent, unit members will provide the District with at least ten (10) working days notice upon resignation.

**SECTION 4 – Work Day / Year / Pay Schedule**

Ten-month bargaining unit member will be scheduled for no more than one hundred eight-four (184) work days each year from September 1 – June 30. A workday is defined as a day when the unit member is present for his/her assigned duties, conference days, training days, or absent as per contractual leave (sick, personal, bereavement, jury duty, Association Days).

Each 10-month bargaining unit member will be paid on an annualized basis in accordance with the Payroll Schedule established each year by the School District. An annual salary will be computed by multiplying the hourly rate by the number of regularly scheduled hours per day and then multiplying the result by 180 work days. The annual salary will be divided so that an equal amount will be paid in each paycheck. If a unit member works more than 180 days as scheduled by the District, he/she will be paid on June 30 for the additional time worked at his/her hourly rate times the number of hours worked.

If a 10-month employee does not work 180 days because of emergency closing days, the employee may be assigned training days at the District's discretion, as long as training is completed by July 1 of each year and occurs during the regular work day. Employees who work fewer than 180 days per year (absent use of leave in accordance with this agreement) will have their pay adjusted accordingly during the first pay period in June. The District will provide advance notice to any employee whose pay is reduced. Payment for training days will be made during the first pay period of June should any additional payment (beyond the 180 work day schedule) be necessary.

The number of pay periods in which bargaining unit members will receive paychecks will be twenty-five (25) per year. The last four, of which will be included in one paycheck at the end of each school year.

Early separation from employment by any ten-month employee shall result in instant re-computation of salary to adjust his/her final paycheck.

**ARTICLE VIII**

**WAGES**

**SECTION 1 – Agreement based on Appendix**

Wages and salaries covered by this Agreement shall be in accordance with the schedules and other practices set forth in the appendix of this Agreement.

The Board shall provide payroll deduction privileges for any non-teaching employee wishing to enroll in a tax sheltered annuity program and/or a credit union program provided new accounts for TSAs have at least five (5) district employees enrolled in order to provide this deduction.

### **SECTION 2 – Flexible Spending Account**

The Board shall make available an IRS Section 125 Plan, generally known as “cafeteria plan”, and shall pay the administration fee for such plan. If administrative cost exceeds Six Hundred Dollars (\$600), the parties agree to re-open negotiations on this item.

### **SECTION 3 – Reimbursement of Fees**

The District, upon presentation of a receipt and approval by the Superintendent, will reimburse fees paid by unit members for licenses and certificates needed to perform assigned tasks. New hires are expected to have the necessary certification before employment and will not be reimbursed until renewal of the certificate or license is required. The District will pay Seventy-Five (\$75) dollars for fingerprinting of newly hired unit employees. This does not include coursework to obtain or retain certification as a Teaching Assistant.

### **SECTION 4 – Fees for Pre-Approved Courses**

The District will pay any fees for pre-approved courses of mutual benefit to the District and the employee, with approval of the Superintendent. The District shall compensate any unit member required by the District to obtain certification training in pool certification, boiler certification, pesticide certification and asbestos abatement certification, two hundred dollars (\$200) per year for each such certification as long as such certification is valid and needed by the District.

### **SECTION 5 – Working between buildings**

Unit members who are required to work in multiple District buildings or are required to travel via a personal vehicle for District business will be eligible for mileage reimbursement, but only if the District requires such travel and a school vehicle was requested by the Unit member and denied by the District. With this condition, mileage reimbursement will be paid at the current IRS rate upon submission of proper claim form to the Superintendent’s office.

## **ARTICLE IX**

### **OVERTIME**

#### **SECTION 1 – Overtime**

All employees shall receive overtime at the rate of one and one-half (1-1/2) times his/her hourly rate for all hours worked in excess of forty (40) hours per week. Double time will be paid for all hours the employee is required to work on Sundays and national holidays.

#### **SECTION 2 – Days worked**

Holidays, vacation days, sick leave and personal days shall be considered as days worked for computation of overtime.

### **SECTION 3 – Call Back for Nonscheduled Work**

All employees who are called back to work after leaving the employer's premises, will be paid a minimum of three (3) hours pay at the regular hourly rate for that employee. Employees performing their job duties remotely will be paid a minimum 1.5 hours. Any portion of this time which puts the employee over the overtime definition will be paid in accordance with that section. This section does not apply to regularly scheduled work periods or prearranged additional work duties.

## **ARTICLE X**

### **VACATIONS**

All twelve (12) month, full-time employees shall receive paid vacations. The amount of paid vacation an employee will receive is based upon July 1 as an anniversary date of service. Newly hired employees shall earn one – half (1/2) a vacation day for each month of employment, not to exceed five (5) days for the months worked prior to July 1 of their first year. On each subsequent July 1, each returning full-time employee shall earn vacation days as follows:

After 1 year = 5 days

After 2 years = 10 days

After 5 years = 12 days

After 10 years = 15 days plus one (1) day for each additional year to a maximum of twenty (20) days.

Vacation requests must be received at least two (2) weeks in advance of the requested day(s) off. If a staffing problem is determined to exist because of vacation requests, vacation will be granted on the basis of seniority.

At the time of separation from the District, for reasons other than termination, the District will pay out a unit member's daily pay rate at separation for each vacation day accrued. Employees who separate from the District during the months of July, August, September, October, or November will have vacation leave accrued during the last partial school year of service pro-rated.

Vacation days not used during the fiscal year do not carry over to the next fiscal year unless there is prior approval from the Superintendent. The request must be in writing by June 1<sup>st</sup> with the number of days carried over not to exceed five (5).

## **ARTICLE XI**

### **HOLIDAYS**

#### **SECTION 1 – Paid Holidays**

There will be thirteen (13) paid holidays for eleven (11) and twelve (12) month employees:

- July 4<sup>th</sup>
- Columbus Day
- Thanksgiving Day and Day After Thanksgiving
- Day before/after Christmas (at District's discretion)\*
- Labor Day
- Veteran's Day
- Christmas Day
- New Years Day

- Martin Luther King Day
- Good Friday

- President's Day
- Memorial Day

\*This day will be designated on the school calendar.

## **SECTION 2 – Holidays falling on Saturday or Sunday**

When one (1) of the holidays listed above falls on a Saturday or Sunday, the employer shall grant the employees either the Friday immediately before or the Monday immediately after said holiday weekend in lieu of the actual holiday.

## **SECTION 3 – Holidays falling on regular work day**

If a paid holiday falls on a day when the school district is required to remain open, the employees shall receive a holiday on another mutually agreeable day.

# **ARTICLE XII**

## **SICK LEAVE, PERSONAL DAYS, CHILD-REARING LEAVE AND ASSOCIATION DAYS**

### **SECTION 1 – Sick Days**

Eleven (11) days per year for ten (10) month full time employees.

Twelve (12) days per year for eleven (11) month full time employees.

Thirteen (13) days per year for twelve (12) month employees.

Sick leave may be used for personal illness of the employee or the employee's immediate family (immediate family shall mean spouse, child, parent, domestic partner as defined below, or children to whom the employee is in parental relation and lives within the employee's home). Leave for an illness of a relative not in the immediate family may be requested in writing to the Superintendent. The Superintendent at his/her discretion may grant a leave. The Superintendent's decision is not grievable. Medical certification of absence and/or medical certification of fitness to return to work may be required after the fifth (5th) consecutive day of absence.

Employees who do not use all of their sick leave during any one (1) year may accumulate all of the unused portion to the highest possible accumulation. The District will provide an annual statement of sick leave accumulation within the salary notice given to employees in September of each year.

Any discrepancies in sick leave accumulation found in the annual salary notice must be brought to the attention of the business office within thirty (30) days of receipt.

Five (5) of the above-mentioned days per year are allowable for sickness of non-immediate family.

Employees shall accrue sick days in the following manner: During the first fiscal year of employment, two (2) days will be granted during the first month of employment and one additional day each month thereafter until the employee reaches his/her maximum accrual (as set forth in the first paragraph of this section) for that fiscal year or reaches the end of the fiscal year. Beginning with the second fiscal year of

employment and thereafter, these employees shall also have all of their sick days credited to them on July 1.

## **ARTICLE 2 - Sick Bank**

The Board and Association have established a Sick Bank for non-teaching staff who need extended leaves due to personal illness. The Bank will be administered by the Association President and the Superintendent or their designees. The Bank will operate under the following guidelines:

- 1) Within thirty (30) days of the start of employment, the district will circulate to each new member a questionnaire as to whether or not they wish to join the Sick Bank.
- 2) No unit member will be authorized to use the Bank by late entry. The opening date will be the opening of the school year except as provided above.
- 3) The first year a member joins the member will authorize two (2) sick days for the Bank.
- 4) All members will contribute one (1) sick day every year until the two hundred (200) day maximum is achieved. If at any time during the year the Bank is in danger of being depleted and therefore affording no further protection to those who might have use of it, the Association may request the District to rebuild the Bank by assessing all current Bank members an additional day as necessary.
- 5) Any Days contributed to the Bank become the property of the Bank.
- 6) The total sick days from the Bank any unit member can draw in a school year is forty (40). First year Sick Bank members may only draw twenty (20) days in a school year.
- 7) Before any unit member can draw days from the bank, both accrued sick days and personal days must be used and the members must be unpaid for five (5) days.
- 8) If a unit member is drawing Worker's Compensation, the Bank will not be authorized in addition to Compensation benefits. The Bank will be applicable to time lost from work due to illness and/or accidents of a personal nature
- 9) Medical evidence must be provided if requested for a unit member to draw from the Bank.
- 10) A committee consisting of two (2) unit members and the Superintendent and his/her designee will meet to resolve requests and any problems arising concerning the administration of the Bank. If a tie - vote results, the difficulty will be resolved by the Board of Education after the Association is allowed to present a case.
- 11) The District will notify the Association President of the number of sick days in the Bank by the end of September in each school year.
- 12) Sick Bank Members will remain enrolled in the bank as long as employed by the district. Members, who no longer want to be part of the bank, need to submit their desire in writing to the Superintendent and Association President.

## **SECTION 3 – Personal Days**

Each employee shall be permitted three (3) personal days with pay. No personal days may be taken immediately preceding or immediately following a holiday; however, in cases of special need, the Superintendent may grant personal days immediately before and/or after a holiday. The Association agrees not to grieve the Superintendent's decision. Unused personal days may be added to the accumulated sick leave as sick leave time, or the employee may choose to be reimbursed at sixty five dollars (\$65) per day for the value of the unused personal day(s) at the end of the school year. No more than five (5) members of the bargaining unit may be absent on personal leave on the same day without written consent of the Superintendent.

Personal days may only be used for the purpose of legal or personal business that must take place during working hours. Requests for the use of personal days shall be made, in writing, to the employee's supervisor at least two (2) working days prior to such leave.

Personal days may be used in the case of inclement weather as described in Article VII Section 2 of this Agreement. Personal days may also be used for sickness. Personal days used for inclement weather or sickness do not need to be requested by the employee prior to use.

#### **SECTION 4 – Bereavement Days**

Employees will be allowed time off from duties not to exceed Five (5) days at any one time in the event of a death in the employee's immediate family (spouse, father, mother, (step)child, brother and sister). Employees shall be able to take up to three (3) days at any one time in the event of the death of a grandparent, grandchild, mother-in-law, father-in-law, brother-in-law or sister-in-law, son-in-law, daughter-in-law, stepsibling, and stepparent,. The Superintendent may, at his/her discretion, grant an additional day when there are extenuating circumstances, such as extensive travel. In no event may more than ten (10) days be used in any one year for bereavement purposes.

#### **SECTION 5 – General Leave Of Absence**

A general leave of absence without pay or other fringe benefits may be granted by the Board to any employee upon written request. The leave shall be for a maximum of one year. An extension may be granted by written mutual consent of the Board and the employee. Such leave, when possible, should not begin or end during a semester. This provision may be waived by approval of the Superintendent and the Board.

#### **SECTION 6 – Child-Rearing Leave**

- 1) A child-rearing leave will be granted to unit members for the following reasons and under the stated conditions:
  - a) The unit members shall have given birth or fathered a newborn or adopted a child under the age of admittance to kindergarten.
  - b) The leave without pay shall be granted for one year - an additional year's leave without pay may be granted by the Board of Education at the conclusion of the first years leave of absence, if requested, and at the discretion of the Board of Education. The leave may be terminated earlier or extended only by written mutual consent of the employee and the Board. Whenever used in this agreement, without pay shall mean without any payment of salary or other fringe benefits or monetary cost items to the District.



- c) A unit member will return from leave to the same position held before the leave and if that position has been abolished, then another position according to Civil Service or Educational Law of the State of New York.
- d) Not later than sixty (60) consecutive days prior to the date the unit member desires to begin a leave, the unit member shall give written notice to the Superintendent stating:
  - i) The time the unit member desires to begin the child-rearing leave; and
  - ii) The date the unit member intends to return from the child-rearing leave (this is the date that the unit member will be allowed to return unless expressly waived by the District).
  - iii) A unit member shall not be entitled to more than one (1) year child-rearing leave within a two (2) year period.
  - iv) In the case of adoption, if the unit member is not notified of placement of the adoptive child within aforementioned sixty (60) day period for notification to the Superintendent, then the unit member shall notify the District as soon as the unit member is aware of the placement.

**SECTION 7 – Association Days**

The Association shall be granted up to four (4) paid days per year to be used for Association business. Two (2) additional days may be granted upon Superintendent approval. The Association may use up to two (2) additional days per year at the Association expense (per hour pay of employee taking leave.)

Jury Duty Leave

Each unit member who is required to serve on jury duty shall be paid at his or her regular rate of pay for each day spent on such duty.

The above also applies to a required appearance in court in response to a subpoena in a legal matter in which the unit member is not personally involved. When responding to a summons for jury duty or a subpoena, the unit member shall provide a copy of jury summons or subpoena if requested by the District.

**ARTICLE XIII**

**RETIREMENT**

Upon qualified retirement as defined by N.Y.S.E.R.S. and/or N.Y.S.T.R.S., payment for all unused sick leave shall be made at the end of the last year of service for all unused sick leave up to a maximum of two hundred seventy five (275) days. Payment shall be at the rate of sixty five dollars (\$65.00) per day for employees considered full-time by the contract provided notice is given by at least sixty (60) days before date of retirement. Employees who retire during the months of July, August, September, October, or November will have sick leave accrued during that last partial school year of service pro-rated. Payment to be made into a 403b account.

**ARTICLE XIV**

**HEALTH-DISABILITY INSURANCE**

**SECTION 1 – Health Insurance**

The Board of Education will provide the District’s hospitalization and doctor care program a Point of Service (POS) plan for all eligible employees who choose to participate in either the family plan or the single plan, as follows:

The unit member contribution towards the cost of the POS plan for all unit members working 30 hours or more per week and full time bus drivers (as defined in Article VII, Section 1(A)) shall be as follows:

2015 – 2016	8.0%
2016 – 2017	8.0%
2017 – 2018	8.0%
2018 – 2019	9.0%
2019 – 2020	10.0%

The unit member contribution towards the cost of the POS plan for all unit members working at least 20 hours but less than 30 hours per week shall be as follows:

2015 – 2016	28.0%
2016 – 2017	28.0%
2017 – 2018	28.0%
2018 – 2019	29.0%
2019 – 2020	30.0%

All unit members enrolled in the District sponsored POS plan will be enrolled in a three-tier prescription drug plan with a \$2/\$20/\$35 co-pay formulary. Unit member co-pay costs are \$2.00 generic, \$20.00 preferred brand and \$35.00 non-preferred brand. Mail order cost will be equal to two monthly co-pay costs for a three-month prescription supply.

For employees opting to take no insurance, the District will pay such employees a salary stipend of \$2,000. Should fifteen (15) or more members opt-out of the health insurance, the stipend would rise to \$2,500.

Eligible employees may only switch between plan(s) and the buyout during a District defined 30-day window period each year.

The District will not curtail a daily AM/PM route of a bus driver to avoid paying health insurance benefits.

Employees, other than bus drivers, working less than 20 hours per week are not eligible to receive health insurance.

**SECTION 2 – Change of Carrier**

The Board reserves the right to select a carrier provided that the present benefits are not diminished nor are there lapses in the coverage during any conversion. The "CRESPA" must be notified in advance of any proposed change of carrier and the reasons for such change. The Board shall include as part of the program a major medical plan.

The Superintendent and his/her designees and the Association President and his/her designees will review together new health insurance option(s) that may be available for employees of the District. The scheduling of such meeting will be the responsibility of the Superintendent.

### **SECTION 3 – Disability Insurance**

The Board of Education shall provide the State Insurance Fund Disability Policy to unit members. The employee shall have the option of using disability pay and having no deductions from their sick leave until disability is exhausted and then use sick leave or use his/her sick leave days until such days expire and then use their disability benefits.

The aforementioned provision may be used at the option of the employee if there is no prohibitive language in the District's policy; if there is prohibitive language then this provision shall be changed so that it conforms with such policy.

### **SECTION 4 – Worker's Compensation Insurance**

Employees injured in the performance of their duties are covered by Workers' Compensation Insurance. Employees shall report work-related injuries immediately to their immediate supervisor. Delay in reporting, if necessary, must be justified to the satisfaction of the Board of Education and/or the insurance agency.

In cases of an employee being injured on the job and a Workers' Compensation claim is filed, the employee shall have the use of his/her accumulated sick days. When the District is reimbursed for the employee days, then the employee will have his/her sick days restored on a pro-rata basis.

If an employee has exhausted his/her sick days, the District will continue health insurance payments for up to six (6) months from the date of the work-related disability.

The Superintendent and his/her designees and the Association President and his/her designees will review together new health insurance option(s) that may be available for employees of the District. The scheduling of such meeting will be the responsibility of the Superintendent.

## **ARTICLE XV**

### **WORK IN HIGHER CLASSIFICATION (GRADE)**

Whenever an employee performs work in a classification which is in a higher grade than his/her own, he/she shall be paid 100% of the starting hourly rate of the position being filled or Two Dollars (\$2.00) more per hour than the employee's salary whichever is more.

Where no teacher or nurse is available and a unit member is called upon to assume responsibilities as a substitute teacher or nurse, the unit member shall be paid, in addition to a normal day's pay twelve dollars \$12 for each half day and twenty four dollars \$24 for each full day. Where a unit member provides coverage for a teacher or nurse for less than one-half (1/2) day, the unit member shall receive an additional \$3.00 for each hour of work (pro-rated) up to the half day.

## **ARTICLE XVI**

### **CAFETERIA WORKERS**

Cafeteria workers will not charge overtime to the Board of Education until forty (40) hours per week have been worked. The Cafeteria may charge overtime to co-curricular activities such as FFA, etc. The overtime rate will be set at time and one-half.

Cafeteria workers shall be provided with a clothing allowance of Two Hundred Dollars (\$200) for full-time employees and One Hundred seventy Dollars (\$170) for part-time employees to be used to buy clothing worn in the cafeteria. The District and unit members will agree on the style and color of clothing to be purchased.

## **ARTICLE XVII**

### **RETIREMENT PLAN**

The 75i, twenty (20) year career plan will take effect July 1, 1978 and continue through the entire length of this Agreement.

## **ARTICLE XVIII**

### **TRANSFERS, OPENINGS, AND PROMOTIONS**

#### **SECTION 1 – Prerequisites**

Transfers within the District, school or shift may be made when:

- Requested by the employer or employee, if qualified.
- Needs of the school district require transfer.

In no case will an employee's transfer request be recognized unless a vacancy occurs.

#### **SECTION 2 – Postings**

The employer will email and post bargaining unit vacancies, including after school and summer job opportunities, during the school year by posting on district bulletin boards and in all buildings, bus garages, staff lounges, cafeterias, and main offices. Posting and notification will occur at least ten (10) days prior to filling permanently any opening. The District will attempt to fill positions within sixty (60) days.

#### **SECTION 3 – Appointments**

The employer reserves the right to make the final decision on the permanent appointment to any transfer, opening or promotion, always by keeping the needs of the school district as the prime consideration. Qualified, current employees will be given serious consideration.

#### **SECTION 4 – Seniority**

If an employee changes positions at his/her request, he/she retains any accumulated seniority in the position he/she gives up to take the new transfer, opening or promotion as long as both are a non-competitive Civil Service positions. If the employee returns to a non-competitive position in which he/she holds more seniority due to the abolishment of their current position, their salary will start where

they left off, plus any unit raises while they were gone. Any salary increase for the new position shall be agreed upon by the "CRESPA" and the Superintendent.

### **SECTION 5 – Temporary Employee Transfers**

In an emergency situation, the District may transfer an employee to a different job classification, on a temporary basis. In this instance, the employee will be paid at either his/her current rate or the rate of the position being filled whichever is higher.

### **SECTION 6 – Civil Service**

When Civil Service Exams are given for Cuba-Rushford Central School District position vacancies that employees are interested in applying for, the employee shall be given the released time to take such exam if it is given during the employee's normal shift.

### **SECTION 7 – Summer Work**

Any summer work available for 10 - month employees, including bus drivers, will be posted and unit members with previous successful summer experience within a job category will be hired first. Seniority will be a determinate in hiring for other open positions when unit members are qualified. This will not affect the District's hiring of students for summer crew work.

### **SECTION 8 – Seniority**

- 1) In the event Civil Service Law provides seniority, layoff and recall rights different than this provision, the Civil Service Law shall apply.
- 2) Signers, interpreters, and one-on-one teacher aides hired to serve the needs of a particular student are not subject to this section.
- 3) Seniority shall be defined as the length of continuous service with the District in a particular job title.
- 4) An employee will accrue seniority within a particular job title.
- 5) Probationary employees do not have seniority. Once permanent, the employee's seniority will date back to the first day of employment in the job title.
- 6) An employee who transfers to a different job title shall not be entitled to take his/her secured seniority with him/her. However, if both positions are non-competitive, seniority in the position vacated, will be retained.
- 7) If layoffs occur, the employee with the least seniority in this job title shall be the first to be laid off if the remaining employees possess sufficient fitness and ability to perform the duties of the positions which are retained.
- 8) As used in the above paragraph, continuous service includes only those periods when an employee is on the employer's payroll and those periods when an employee is:
  - a) On paid leave of absence;

- b) Absence from and unable to perform the duties of his/her position by reason of a disability resulting from occupational injury or disease;
  - c) Such other periods of service, if any, as the Civil Service Law requires be treated as part of the employee's continuous service.
- 9) An employee will not accrue seniority while on unpaid leave or during periods of lay-off.
- 10) Subject to the applicable provisions of Civil Service Law, if any, an employee loses his/her seniority only when one or more of the following occurs:
- a) He/she resigns (unless reinstated within the period permitted by any provision of Civil Service Law, applicable to employee);
  - b) He/she is discharged;
  - c) He/she has been laid off, except if an employee is recalled within two (2) years, he/she will be restored to his/her present seniority;
  - d) He/she retires;
  - e) He/she has been recalled and refuses the recall.
- 11) If two (2) or more employees begin to work on the same day, the one who receives his/her nonpermanent appointment by the Board of Education first shall be most senior.

**SECTION 9 – Rights in Like Circumstances**

Any part-time or full-time unit member who has had his/her fifth anniversary of date of hire with the District and is terminated by the District for any reasons other than the abolishment of positions or reduction of staff shall be afforded the same rights as a non-competitive class employee is afforded under Section 75 and 76 of the Civil Service Law as amended under like circumstance.

**ARTICLE XIX**

**BUS DRIVERS**

**Route** = Any consistent daily or weekly driving job.

**Trip** = Any extracurricular and co-curricular driving job.

**SECTION 1 – Priority Use of Drivers**

All routes/trips will utilize bus driver employees whenever possible.

**SECTION 2 – Training Rate**

- 1) Required classes, including first aid and CPR, will be paid at the extra trip rate basis per hour unless taken during regular work hours.

- 2) Any qualifying member willing to become a bus driver, for the district, will be reimbursed for fees to obtain the required Commercial Driver's License. If the CDL is not obtained, or the member does not drive for the district for a minimum of one year, the money will be reimbursed to the district.

### **SECTION 3 – Routes**

- 1) Postings - Bus routes that have been vacated by retirement, resignation, or promotion will be posted in accordance with Article XVIII, Section 2, of this Agreement. The senior bus driver who bids on the vacated routes will be assigned. Routes will be subject to the posting clause only.
- 2) Coverage –Transportation Manager can use substitutes without posting unless: a bus driver is going to be off more than five (5) consecutive days with notice. Management will post and appoint a replacement according to the seniority roster.

### **SECTION 4 – Trips**

- 1) When a trip is cancelled by the District and the driver reports for work, the driver will be paid one hour at the trip rate. When a trip is canceled by the district, the driver assigned will be given the next unassigned trip that is similar in time.
- 2) When extracurricular events are near enough to return the bus to Cuba-Rushford during the event, the driver shall return to Cuba-Rushford. The Transportation Supervisor shall make the determination whether or not to return. The driver will be paid a minimum of four (4) hours for the event if a return is required.
- 3) All drivers will arrive fifteen (15) minutes prior to the scheduled departure of the trip to ready the bus (safety inspection, gassing the vehicle, and other related activities) for the trip. This time will count as part of the total time.
- 4) Bus drivers are to stay at the event unless they have been cleared to leave the event by the Transportation Supervisor prior to the trip. Should they receive permission to leave, they should inform the coach or teacher in charge of the extracurricular or co-curricular activity where they are going and when they will be back to the place of the event.
- 5) Whenever bus drivers elect to forego their regular a.m. or p.m. route to do a trip, the extra pay for this trip will be the trip rate as defined in the Salary Appendix or the driver's regular hourly pay, whichever amount is higher, for the first hour of the activity. After the first hour, the driver will get the trip rate for the remaining hours of the trip; however, if a bus driver finishes a route early to take a trip, the driver shall be paid at the trip rate only.
- 6) All unit bus drivers will be assigned trips in accordance with the above-stated procedure with the following exceptions:
  - a) The transportation of fourteen (14) or less student passengers for a student funded event.
  - b) Occasional trips to a particular point that does not exceed forty (40) miles round trip from the school, and occurring during the hours that school is in session.
  - c) If the trip falls on one of the aforementioned exceptions, a qualified designee of the Superintendent will be permitted to drive. If that designee is a unit driver, then the driver must be selected from the rotating seniority roster.

7) If a driver accepts a trip in which two (2) or more teams or groups are bussed together, the driver will be paid an extra Ten Dollars (\$10.00) for that trip.

8) Committed List

All trips will be posted and assigned to members of the "Committed List". Members will receive their regular hourly rate, or the Extra Trip rate, whichever is higher. These members will meet on a weekly basis to choose the trips for the following week. Committed members will choose trips in accordance to a rotating seniority roster. The roster will continue the next week with the member that was next in line after makeups have been taken. All members are required to choose at least one trip a week, with the following exceptions:

- a) Any member not choosing to take an available trip will receive a "Strike", unless all trips are taken by members of the "Committed List".
- b) Once a member reaches 40 hours in that week.

Members can receive 5 (five) "Strikes" before being removed from the "Committed List".

Any trip that was not taken by a member of the "Committed List" will then be offered to the remaining bus drivers at the trip rate. If there are still remaining trips, they can be assigned to the bus cleaner/driver or bus driver/other CRESPA position.

All overtime trips will be offered to the "Committed List" drivers first, then to regular drivers, and then to other CRESPA members.

**SECTION 5 - Seniority**

The seniority list shall be compiled by joint agreement between the district and the regular bus driver employees. The seniority list shall be reviewed at least annually.

**SECTION 6 – Safety Committee**

A Safety Committee made up of at least four (4) bus drivers (appointed by the Association) , a school nurse (appointed by the Association President), and at least one (1) administrator, and the Transportation Supervisor will meet to discuss concerns of student and driver safety when necessary.

**SECTION 7 – Alcohol and Drug Testing**

The parties indicated above agree to the following language regarding Alcohol and Drug Testing for designated bargaining unit members as required by Federal Law effective January 1, 1996.

- 1) No practice or precedent is established by this agreement which binds either party in the future. The Association and the district recognize alcoholism and drug abuse as illnesses which are treatable.
- 2) Employees who request diagnosis or treatment for alcohol or substance abuse forty eight (48) hours prior to a positive test will not jeopardize their rights or job security. All such requests will be kept strictly confidential



- 3) All costs for implementing the drug testing program will be borne by the District.
- 4) Drug testing procedures shall be consistent with the rights of employee as established by statutory and case laws and state and federal regulations.
- 5) All information, interviews, reports, statements, memoranda, and all records of all referrals, screening and confirming tests shall be available only to authorized District employees, and shall be held confidential with the following two (2) exceptions:
  - a) as required for compliance with state or federal regulations;
  - b) as required for appropriate disciplinary proceedings.

In all cases, the District shall authorize access to the aforementioned information, etc. only to those employees for whom such knowledge is essential to their job responsibilities.

- 6) Employees shall be paid for time spent on the testing and related procedures, including traveling time to and from the test site.
- 7) Employees may be required to submit to an alcohol or drug test only in accordance with the provisions of applicable state or federal laws or regulations.
- 8) The employers and the union agree to establish a mutually agreeable referral program for the treatment of alcohol or substance abuse.
- 9) Eligibility for testing shall be limited to those defined by applicable state or federal laws or regulations as being in the testing pool.

#### **SECTION 8 – Summer Rate**

The employer will pay bus drivers at the trip rate for summer driving at regular payroll intervals every two weeks.

### **ARTICLE XX**

#### **GRIEVANCE PROCEDURES**

- 1) The District and the Association recognize the importance of an orderly, clearly defined procedure for processing grievances for employees included in the unit covered by this Agreement. The primary intention of this procedure is to resolve a grievance at the lowest possible level.
- 2) For the purpose of this Agreement, a grievance is defined as a claim that an express term of this Agreement has been violated. No written grievance will be entertained, and such grievance will be deemed waived, unless a written grievance is presented at the second step within fifteen (15) working days after the employee knew or should have known of the act or condition on which the grievance is based. The first available step shall be Step 2 listed below.
  - a) Aggrieved party shall mean person or group of persons in the negotiating unit filing a grievance.

b) Person-in-interest shall mean any party who has an interest in the outcome of the grievance.

3) STEP 1:

Informal presentation to grievant's immediate supervisor:

The aggrieved party shall first discuss the grievance with his/her superior, with the objective of resolving the matter informally. The aggrieved employee shall be required to advise his/her immediate supervisor that the matter to be discussed is a grievance under the instant procedure.

4) STEP 2:

Within the time restraints as mentioned above, the aggrieved party shall submit his/her written grievance to the "Superintendent" which written grievance shall contain the following information:

- a) The specific article, sentence, or clause of this Agreement alleged to have been violated.
- b) The specific remedy which is requested in reference to said violation.
- c) Sufficient facts stated in the written grievance which, if true, would substantiate the alleged violation as stated above. Such allegation of facts shall include the precise time, place and identify of the party responsible or involved with such violation.

Any factual allegation or provision of the Agreement that is not stated in the grievance document shall not be raised or presented to the District at later stages of the grievance procedure.

- d) The Superintendent, within ten (10) working days, shall hold a hearing with the aggrieved party and/or his/her representative to discuss the grievance and gain additional information. In any case, the Superintendent shall render his/her decision concerning the written grievance within fifteen (15) calendar days of hearing.

5) STEP 3:

In the event that the aggrieved party is not satisfied with the decision of the "Superintendent", he/she may then file the written grievance and the decision of the Superintendent with the Clerk of the "Board" within ten (10) days of receipt of the Superintendent's determination. The Board shall schedule a hearing in executive session with the aggrieved party, party(s) in interest, and/or his/her representative within thirty (30) calendar days of receipt of the request for Board review. In any case, the Board shall answer the written grievance filed with it within twenty (20) calendar days of the hearing.

6) STEP 4:

Appeal to Arbitration for Contract Grievances:

The Association may appeal any contract grievance to final, binding arbitration in accordance with the procedures hereinafter described if it is not satisfied with the decision at Step 3 of the grievance procedure; provided that:

- a) A matter that is, or could be, the subject of a contract grievance, shall not be litigated by the Union or any unit member in any other forum; and
- b) Non-contract grievances and other matters as to which other means of resolution are provided or foreclosed by this Agreement or by law, shall not be appealed to arbitration.

#### PROCEDURES FOR ARBITRATION:

- 1) The time limits contained herein shall be extended only on the mutual consent of the parties which shall be expressed in writing. A demand for arbitration must be served and filed upon the Board pursuant to the Civil Practice Law and Rules of the State of New York within fifteen (15) days of mailing of the Board of Education decision at Step 3.
- 2) In deciding the case, the arbitrator shall not submit observations or declarations of opinions which are not essential in reaching the decision.
- 3) The arbitrator's decision and award shall be issued within thirty (30) calendar days after the hearing is closed by the arbitrator.
- 4) The arbitrator shall be chosen and the arbitration shall proceed in accordance with the rules of the American Arbitration Association unless specifically modified herein.
- 5) This Agreement constitutes the entire agreement of the parties. The arbitrator shall limit his/her decision(s) strictly to the interpretation or application of the expressed provision(s) of the agreement submitted to his/her, and he/she shall be without power or authority to make any decision or award:
  - a) Adding to, subtracting from, contrary to, or inconsistent with, or modifying or varying in any way, the terms of this Agreement.
  - b) Involving Board discretion; Board rules or regulations, unless modified by this Agreement; regulations having the force or effect of law, or applicable law.
  - c) Limiting or interfering in any way with the powers, duties and responsibilities of the Board or the Superintendent under the Board's rules and regulations, applicable law, and rules and regulations, unless such Board rules or powers were modified by this Agreement.

#### MISCELLANEOUS:

- a) If a decision at one step is not appealed to the next step of the procedure within the time limit specified, the grievance will be deemed to be discontinued and further appeal shall be barred.
- b) Failure at any step of the grievance procedure to communicate a grievance answer to the aggrieved party within the specified time limits shall permit the lodging of an appeal at the next step of the procedure within the time which would have been allocated had the decision been communicated on the last day of the specified time period.
- c) The time within which an appeal may be filed at a higher step in this procedure shall be measured from the time of mailing of the written answer using certified mail return receipt requested.

- d) No reprisals of any kind shall be taken by any party to this Agreement against any party, any witness, or any other participant in the grievance procedure by reasons of such participation.
- e) Any party may be represented at all stages of this grievance procedure except arbitration by himself or the Association. When an employee is not represented by the Association, the Association shall have the right to be represented and shall state its views at all stages of the procedure, unless upon written request of the aggrieved employee the Association is to be excluded.
- f) If, in the judgment of the Association, a grievance affects a group or class of employees, the Association may submit such grievance in writing to the Superintendent directly and the processing of such grievance shall be commenced at Level 2.
- g) Decisions rendered at Levels 2 and 3 of the grievance procedure shall be in writing setting forth the decision and the reasons therefore and shall be promptly transmitted to: party-in-interest, the grievant, the President of the Association, and the designated field representative.
- h) All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.
- i) The cost for the services of the arbitrator, including per diem expenses, if any, necessary travel and subsistence expenses will be borne equally by the Board of Education and the Association.
- j) The grievance procedure shall be the sole and exclusive remedy available to the aggrieved person; by filing an action or complaint in any Federal or State Court or Agency, the grievant is barred and is precluded from seeking a remedy under this procedure.

## **ARTICLE XXI**

### **EMPLOYEE EVALUATION**

The following language will govern the unit member evaluation process:

- 1) Probationary Employees - All probationary employees shall be observed and formally evaluated, in writing, a minimum of one time during the first six (6) months of employment.
- 2) All employees should be evaluated at least once each fiscal year.
- 3) The Annual Performance Review Form will be used. (Appended to Agreement)
- 4) Workplace observations and subsequent written evaluations will be done, at all times, by District supervisory/management personnel. No bargaining unit member shall evaluate another unit member.
- 5) The evaluation may contain a narrative section, and may include a checklist covering the tasks that are being evaluated. The evaluated unit member shall be presented with the completed evaluation at least one day prior to meeting with the supervisor to discuss the evaluation. Such meeting will be within ten (10) school days of the completion of the evaluation. The unit member must sign the written evaluation as an indication that he/she has received this report. The signature in no way means that the member agrees with the content of the evaluation. The unit member shall be given a copy of the evaluation to keep. The unit member may choose to attach a written statement to the evaluation report, which along with the report, will be placed on file in the member's official personnel file located in the District

Office. Such written statement must be provided to the District for attachment to the evaluation no later than 10 days after the meeting to discuss the evaluation.

- 6) The purpose of the District evaluation forms will be employee feedback and improvement. Each bargaining unit member shall be provided suggestions to overcome any deficiencies noted in the evaluation and time in which to incorporate any suggested changes.
- 7) All observations/evaluations of a unit member's activities shall be conducted openly and with full knowledge and awareness.
- 8) A formal evaluation shall cover all aspects of the unit member's professional service and not merely workplace observation reports.
- 9) The District working with the Association will update job descriptions with the input of the unit members. Suggestions for change must be submitted by October 1.

## **ARTICLE XXII**

### **SAVING CLAUSE**

If any article or part thereof of this Agreement or any addition thereto should be declared to be in violation of any federal, state or local law, by Court of competent jurisdiction 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 XXIII**

### **LEGISLATIVE CLAUSE**

It is agreed by and between the parties that any provision of this agreement requiring legislative action to permit the implementation by amendment of law or by providing the additional funds therefore, shall not become effective until the appropriate legislative body has given approval.

ARTICLE XXIV  
DURATION

This Agreement shall become effective on July 1, 2015 and shall continue in full force and effect until June 30, 2020.

IN WITNESS WHEREOF, the parties have executed this document by their duly authorized representatives this 26 day of June, 2015.

CUBA-RUSHFORD EDUCATIONAL SUPPORT PERSONNEL ASSOCIATION


  
As President

6-26-2015  
Date

KAY A. FANTON  
Notary Public, State of New York  
Qualified in Allegany County  
#01FA6025194  
Commission Expires May 24, 2019

Sworn to before me this  
26 day of June 2015  
Kay A. Fanton  
Notary Public

THE BOARD OF EDUCATION OF  
Cuba-Rushford DISTRICT

  
As Superintendent

6-26-2015  
Date

KAY A. FANTON  
Notary Public, State of New York  
Qualified in Allegany County  
#01FA6025194  
Commission Expires May 24, 2019

Sworn to before me this  
26 day of June 2015  
Kay A. Fanton  
Notary Public

**SALARY APPENDIX:**

This section of the contract will contain the Salary Schedules for all positions covered under this Agreement.

**SPECIFIC ADDENDUMS TO SALARY SCHEDULE:**

- 1) Bus drivers Trip Rate will be paid at a per hour rate of:

2015 – 2016	\$20.15
2016 – 2017	\$20.65
2017 – 2018	\$21.16
2018 – 2019	\$21.67
2019 – 2020	\$22.19

- 2) If District requires the Automotive Mechanic or the Mechanic Helper to drive a route/trip during working hours, he/she will be paid an additional \$2.00 per hour for the time spent driving.

**RETURNING EMPLOYEES**

All returning employees shall receive a wage increase as follows:

For 2015 - 2016	2.65% of hourly wage
For 2016 - 2017	2.50% of hourly wage
For 2017 – 2018	2.45% of hourly wage
For 2018 – 2019	2.40% of hourly wage
For 2019 – 2020	2.40% of hourly wage

If the State or Federal Law requires an increase in the minimum wage, the Association and District agree to meet and confer on the salaries of all members whose salaries place them within one dollar (\$1.00) per hour of the new minimum wage. The purpose is to protect the salary integrity of the unit members' experience in the District.

## Starting Salary Schedule

CLASSIFICATION	2015 – 2020
Automotive Mechanic	\$17.00
Building Maintenance Assistant	\$15.40
Bus Cleaner/Driver	\$11.80
Bus Driver	\$14.00
Cleaner	\$9.80
Computer Assistant	\$11.00
Cook	\$10.00
Coordinator of Information Services	\$14.60
Coordinator of Student Services	\$15.70
Custodian	\$10.70
Electronic Equipment Technician	\$24.00
Food Service Helper	\$9.80
Mechanic Helper	\$12.10
Monitor	\$9.80
Nurse - LPN	\$15.70
Nurse - RN	\$17.20
Teacher Aide	\$9.80
Teaching Assistant	\$12.30
Typist – 10 month	\$11.50
Typist – 12 month	\$12.00
Senior Typist	\$13.70