

**AGREEMENT**

**between**

**LETCHEWORTH EDUCATIONAL  
SUPPORT PERSONNEL ASSOCIATION**

**and**

**SUPERINTENDENT OF SCHOOLS**

**of**

**LETCHEWORTH CENTRAL SCHOOL DISTRICT  
AT GAINESVILLE**

**Begins: July 1, 2011**

**Ends: June 30, 2014**

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

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## **PREAMBLE**

This agreement is made pursuant to Article 14 of the Civil Service Law of New York State, between the Superintendent of Schools, LETCHWORTH CENTRAL SCHOOL DISTRICT, hereinafter referred to as the "Employer" or the "District" and the LETCHWORTH EDUCATIONAL SUPPORT PERSONNEL ASSOCIATION, hereinafter referred to as the "Association."

### **ARTICLE 1 - CONCERNING THIS AGREEMENT**

- 1.1** This Agreement shall be in effect for the period July 1, 2011 through June 30, 2014
- 1.2** The employer and the Association acknowledge that during the negotiation which resulted in this Agreement each had the unlimited right and opportunity to make proposals with respect to any subject or matter not removed by law from the area of collective negotiations. Accordingly, the parties agree that during the term of this Agreement neither party shall be required to negotiate with the other respecting any matter whether covered in this Agreement or not, but this shall not prevent the negotiation of a successor agreement nor shall it prevent either party from proposing an amendment to this Agreement and the other party from voluntarily agreeing to negotiate respecting that proposal.
- 1.3** This is the entire Agreement between the parties and no verbal statement or other agreement in whatever form, except an amendment to this Agreement in written form agreed to by both parties and annexed hereto and specifically designated as an amendment to this Agreement, shall supersede or vary the provisions herein contained. However, this provision does not impede voluntary settlement of any grievance through mutual agreement of the parties.
- 1.4** Not later than April 16<sup>th</sup> of the final school year of this Agreement, the parties will meet to begin negotiation of a successor to this Agreement, but the parties may establish a different starting date for negotiations by mutual agreement.
- 1.5** (a) If any Article or part thereof of this Agreement or of any addition thereof, 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 or any addition shall not be affected. If such a determination or decision is made, the original parties to this Agreement shall convene immediately for the purposes of negotiating a satisfactory legal replacement for such Article or part thereof.
- (b) Leadership of the Association will provide the District with a letter of introduction for employees. The District agrees that this letter, together with a copy of the collective bargaining agreement shall be given to each new employee prior to his or her first day of actual employment.
- 1.6** Unit members shall receive the following benefits:
- 1) New York State Employees' Retirement System membership or, in the case of teaching assistants, the New York State Teachers' Retirement System.
  - 2) Sick Leave (Article 6, Section 1)
  - 3) Personal Leave (Article 6, Section 3)
  - 4) Other leaves (Article 6, Sections 4, 5, 6)
  - 5) Holidays (Article 7, Section 1)
- When an employee is out because of approved sick time, personal time, or holidays, unit member shall be paid his/her regular rate of pay for that day.
- 1.7** The employer shall reproduce and make copies of this Agreement available to all employees within thirty days of its execution.

## **ARTICLE 2 - DISTRICT-ASSOCIATION RELATIONS**

### **2.1 Recognition**

The Employer hereby recognizes the Letchworth Educational Support Personnel Association as the sole and exclusive negotiating agent of the support staff employees of the Employer, excluding the Superintendent of Schools' secretary, Transportation Director, Asst. Transportation Director, Superintendent of Buildings and Grounds, Night Foreman and those positions that are management and/or confidential, for the maximum period permitted by law upon the date of execution of this Agreement and specifically the support staff employees to include bus drivers, teaching assistants, school monitor, cleaners, custodians, keyboard specialist, bus monitors, teacher aides, grounds labor, garage labor, and garage maintenance.

### **2.2 Association Rights**

The Association shall have the sole and exclusive right with respect to other employee organization represent all employees in the heretofore defined negotiating unit and any and all proceedings under the Public Employees' Fair Employment Act, under any other applicable law, rule, regulation or statute, and under the terms and conditions of this agreement; to designate its own representatives and to appear before appropriate officials of the Employer to effect such representation; to direct, manage and govern its own affairs; to determine those matters which the membership wishes to negotiate and pursue all such objectives free from any interference, restraint, coercion or discrimination by the Employer or any of its agents. The Association shall have the sole and exclusive right to pursue any matter or issue, including but not limited to grievance and appeal procedure in this agreement, and to pursue any matter or issue to any court of competent jurisdiction, whichever is appropriate.

### **2.3 Association Delegate**

The Association may designate one negotiating unit employee as Association delegate. The Employer shall be notified of the name of the delegate thus designated. The designated delegate will be permitted to attend the NEA/NY Delegate Assembly at the Association's expense. The Employer shall be notified at least two weeks in advance of the meeting that the delegate will be attending such meeting.

### **2.4 Association Release Time**

The Association President or his/her designee will be provided two (2) regularly scheduled work days per year, not to exceed sixteen (16) hours, to be used for the purposes of conducting Association business during the regularly scheduled school business day. These Association days may be used in no less than half-day (4-hour) increments and will be used for activities such as NYSUT conferences. In no event shall a unit member miss more than two of their regularly scheduled work days through the use of such days. The Association must provide two (2) weeks advance written notice to the Superintendent in order to use said days.

### **2.5 Bulletin Boards**

The Association may use existing bulletin boards at appropriate work locations (garage, maintenance room). Such bulletin boards may be used exclusively by the Association for the announcements of meetings, posting of Association bulletins, election notices, and for any and all matters relative to Association business and shall not be of controversial nature.

### **2.6 Minutes**

Minutes of the Board of Education meetings shall be distributed to the Association for posting as soon as possible.

### **2.7 Dues Deduction**

The Employer will withhold from the salaries of wages of the members of the Association dues for the Association and insurance deductions for Association sponsored policies as said members individually authorize. Authorization shall be in writing on the form provided for said deductions by the Association. The Association agrees to furnish the Employer a list of signed deduction authorization forms. The Employer shall transmit to the Association all monies collected for the Association.

To the extent possible, deductions will be taken each pay period for 19 consecutive pay periods, starting with the first paycheck in October. The Association shall hold the District harmless from any and all claims and liabilities of every kind arising out of actions taken in connection with this paragraph.

## **2.8 Employee Participation**

Employees may join and take an active role in the lawful activities of the Association without fear of any kind of reprisals from the Employer or its agents.

## **2.9 No Strike**

Section 210, subdivision of the Public Employees' Fair Employment Act defined as follows: Association shall not strike, cause, assist, instigate, encourage or impose obligations upon its members to strike.

## **2.10 District Rights**

The District reserves and retains solely and exclusively all of its inherent rights to manage the District as such rights existed prior to the execution of this Agreement. The sole and exclusive rights of the District include but are not limited to: its right to establish, continue, change, or abolish any or all of the District's policies, practices, rules, regulations and procedures; to determine the number, location, hours and types of its operations; to establish or discontinue programs or operations; to determine to what extent the required work shall be performed by employees covered by this Agreement; to determine the number, classifications and duties of employees, to determine the methods, processes, equipment and materials to be used in the District's operations; to judge the efficiency and competency of employees; to establish and maintain a job evaluation program; to establish and change work schedules and work assignments; to select, hire, direct, transfer, and promote employees; to lay off, terminate and otherwise to relieve employees, from duty for lack of work or other reasons; to establish, change and enforce rules for the conduct of employees, to discipline and discharge employees, and to take such other measures as may be determined by the District to be desirable for the successful operation of its school and programs.

## **2.11 Notice of Association Representatives**

The Association must give the Superintendent notice in writing of the names and titles of all Association representatives (including Association delegate, grievance representatives and the Association president) with whom the District is expected to deal. The notice must be given within 5 days of the representative's designation.

# **ARTICLE 3 - GRIEVANCES AND ARBITRATION**

## **3.1 General Rules**

- A. The purpose of this Article is to provide the sole method for the settlement of grievances as defined herein and such grievances shall be settled in accordance with the following procedure.
- B. For the purpose of the Agreement, a grievance shall be defined as a dispute or controversy between an individual employee, more than one employee, or the Association and the Employer arising out of the application or interpretation of this Agreement. It is expressly understood and agreed by the parties that the grievance and arbitration procedure provided for in this Article does not apply to and is not intended as a substitute or an alternative for any action permitted by or required of the Employer under any article of the State Civil Service Law.
- C. Failure to give an answer within the specified time limits set out below shall automatically move the grievance to the next step.
- D. An employee may bring matters of personal concern to the attention of the appropriate Employee's representative and officials in accordance with the applicable laws and rules, and may choose his own representative, or appear alone in a grievance or appeal proceeding with the exception that the Association must be permitted entrance to all such proceedings if and when requested by the employee and must be informed within 30 days of any decisions surrounding the case.

- E. The Association may designate two grievance representatives, one of whom must be from outside transportation. One such grievance representative, or the Association president, may attend grievance meetings at all stages of the grievance procedure, without loss of pay.

### **3.2 Procedure**

#### **A. Step 1**

Not later than 10 working days (Monday thru Friday in which the Business office is open) after the day on which the incident that gives rise to the grievance occurred or the day on which the employee knew or reasonably should have known of the occurrence, the grievance shall be presented orally by the aggrieved employee to his immediate supervisor with or without his Association representative at the employee's option.

Not later than 15 working days after the day on which the incident that gives rise to the grievance occurred or the day on which the employee knew or reasonably should have known of the occurrence, the grievance shall be presented in written form by the aggrieved party to his immediate supervisor with or without the Association representative at the employee's option.

Failure to present the grievance in written form 15 days as noted in the above paragraph constitutes a waiver of the grievance and a withdrawal of the grievance. The grievance will not be allowed to proceed to Step 2, nor will the grievance be allowed to be taken to arbitration. The supervisor has 5 days from written presentation by the aggrieved party to submit a written response. The aggrieved party may within 5 days of the supervisor's written response submit the grievance to the superintendent.

#### **B. Step 2**

The Superintendent within 10 days of receipt of the grievance in Step 1 will convene a meeting between the aggrieved employee, his Association representative and himself and/or other representatives of the employer for the purpose of resolving the grievance. The District has 10 working days to submit a written decision regarding the grievance to the employee.

### **3.3 Arbitration**

- A. In the event the grievance is unresolved, an employee may file for arbitration by sending a notice of an arbitration demand to the American Arbitration Association. The Association must notify the employer of its intention to arbitrate by sending a demand for arbitration to the American Arbitration Association and a copy to the District within thirty (30) days after receiving a written response from the Superintendent, pursuant to Step 2. Failure of the Association to provide the District with a notice of its intent to arbitration in written form within the time limits specified above shall constitute a waiver of the grievance and the grievance will not be taken to arbitration.
- B. The arbitrator shall be governed by the Voluntary Labor Arbitration Rules of the AAA to the extent that they do not conflict with the provisions of this Agreement. The arbitrator shall hear the case, make a final and binding decision (subject to court review to the extent permitted by law) as to whether this Agreement has been violated as alleged in the grievance and, if so, award an appropriate remedy.
- C. For all steps in the grievance procedure parties may mutually agree to waive time limits.
- D. The fees and expenses of the arbitrator and the costs of hearing room(s) shall be shared equally by the Employer and the Association. Neither party shall be responsible for the other party's share of the divided costs nor of the expenses of witnesses or participants called by the other.

## **ARTICLE 4 - PERSONNEL MATTERS**

### **4.1 Probationary Period**

All employees except full time Teaching Assistants shall be regarded as probationary employees until they have been employed within the negotiating unit for a period of six consecutive months. The probationary period shall not begin until the employee has been certified by Civil Service as eligible for the position.

Absence from work for any authorized reason shall be included in calculating the employee's probationary period, providing that such absence shall not exceed ten (10) days in total over the whole probationary time period. Any employee discharged during the probationary period shall be notified in writing of the discharge. Probationary employees shall be evaluated at the completion of three (3) months and of six (6) months of the probationary period. At the time of the three (3) month evaluation, the employee will be candidly advised of his or her prospects for continued employment.

#### Full Time Teaching Assistants

Full time teaching assistants have a three (3) year probationary appointment consistent with Education Law. Absence from work for any authorized reason shall be included in calculating the employee's probationary period, providing that such absence shall not exceed ten (10) days in any one year. Any employee discharged during probationary period shall be notified in writing of the discharge. Teaching assistants shall be evaluated once a semester during probationary period. At the end of each evaluation the employee will be candidly advised of his or her prospects for continued employment.

## 4.2 Seniority and Layoff

- A. Seniority is defined as the length of continuous service with the Employer. Continuous service includes only those periods when an employee is on the employer's active payroll and those periods when an employee is: a) on leave of absence; b) on layoff; c) absent from and unable to perform the duties of his position by reason of a disability resulting from illness or occupational injury or disease; d) such other periods of service, if any, as the Civil Service Law requires to be treated as part of the employee's continuous service. If two or more employees are hired or appointed on the same date, their relative seniority shall be in the order of their hiring appointment, as the case may be, by the appointing or hiring official.
- B. Subject to applicable provisions of the Civil Service Law, if any, an employee loses their seniority only when one or more of the following occurs: they resign (unless they are reinstated within the period permitted by any provision of the Civil Service Law), they are discharged, they retire, they refuse a recall. An employee's years of seniority are not affected (continue to accrue) when the employee changes job classifications.
- C. Seniority shall be the determining factor in the assignment of personal days and weekends. Vacation applications will be made in the month of May for the next fiscal year and will be granted based on seniority. All other requests will be filled on a first come, first serve basis.
- D. For layoff purposes, an employee's seniority shall determine the order to be followed. The employee with the least seniority in the affected job classification shall be the first to be laid off until the total number of employees required to decrease forces shall be established. Having exhausted his seniority in his current classification, the laid off employee shall exercise his seniority to displace any employee with lesser seniority than he in other classifications he has previously held or classifications in the same promotional ladder, provided that in any such case the employee is capable of performing all the duties of the job held by the employee he is displacing and is available to work the same schedule of hours as that employee is working. Recalls shall be in the inverse order of layoffs.

## 4.3 Shift Assignments

In departments that do not rotate shifts, shift preference shall normally be decided by seniority, but the Superintendent of Schools may make a shift assignment out of line of seniority where he has a practical reason for doing so. If the employee believes that the Superintendent of Schools does not have such a practical reason, he may protest the out of line of seniority assignment by submitting a written grievance directly to the Superintendent of Schools at Step 2 not later than the fifth consecutive working day after the employee is notified of the assignment.

## 4.4 Section 75 and 76 Rights

- A. The protections offered to competitive class employees under section 75 and 76 of the New York State Civil Service Law are hereby extended to all employees in this negotiating unit who have completed their probationary period, except full time Teaching Assistants.
- B. Full Time Teaching Assistants who have been granted tenure in accordance with the Education Law are covered under Education Law sections 3020 and 3020-A.



#### 4.5 Vacancies and Positions

- A. When a job vacancy or vacancies occur within District employment, the Employer will be responsible for distributing and posting the announcement of such vacancies in all work locations of employees who may be affected by such vacancies at least fifteen (15) calendar days prior to the day they are to be filled. Such posting shall also be sent to the President of the Association. Announcements of such vacancies shall contain the title of the position(s) to be filled, qualifications required for appointment, and the number and work location of the vacancy(s).
- B. When such vacancies are announced as provided herein, employees who wish to be considered for appointment to such vacancies shall be allowed to file appropriate notice thereof with the appointing authority; provided, however, that such notice must be filed within ten (10) days following announcement of vacancy.
- C. After the appropriate notices, the vacancy shall be filled on the basis of qualifications and experience as determined by the district and where so determined to be equal by the district between two or more candidates, seniority shall be the determining factor.
- D. The district will post schedules of Civil Service test dates as they become available in the District Office, the maintenance room and the bus garage break room.

#### 4.6 Bus Runs

- A. Regular runs (AM-PM and Kindergarten) will be assigned once annually. No later than June 22 each year, the District shall designate a day in August for route selection and announce the route selection procedure to be used. A route selection procedure shall be developed by the District by which drivers will be offered their preference in such regular runs based on seniority. The District shall have descriptions of the regular runs to be bid upon during such route selection day available for review and on display in the transportation break room two (2) school business days prior to the route selection day.

Drivers unable to attend the route selection day at their designated route selection time may, prior to such time, provide a written proxy to another driver authorizing said driver to make their route selection for them. If a written proxy has not been executed and the driver is not present at his/her designated selection time (or if a proxy has been executed but the driver authorized by proxy to select on behalf of the absent driver is not present at the designated selection time), the driver will be by-passed on the seniority list. A driver who has been by-passed in the route selection process shall have no seniority relative to the selection of regular runs under this article.

- B. Regular bus drivers willing to drive extra runs (regardless of when they occur) shall sign up on the extra run list. Extra runs shall be assigned on the Monday morning or the first day of the school week, with the exception of late requests from administration. Assignments of such runs will be made in order of seniority to the drivers on the list; that is, the first run will be given to the most senior driver on the list the next run to the next most senior driver and so on until the list has been exhausted after which the next run will be offered to the most senior driver again and so on.
- C. When a regular run, less than 26 hours per week, becomes vacant during the school year, the District may fill it with a substitute or new hire, but that route will become subject to the annual selection process in August provided in paragraph A above along with all other regular runs. Regular runs 26 hours or greater a week that become vacant prior to April 1 will be bid within 30 days from when it becomes vacant.
- D. The Superintendent of Schools may make a regular or extra run assignment out of line of seniority where he has a practical reason for doing so. If the driver believes that the Superintendent of Schools does not have such a practical reason, he may protest the out of line of seniority assignment by submitting a written grievance directly to the Superintendent of Schools at Step 2 not later than the fifth consecutive working day after the driver is notified of the assignment.

#### 4.7 Evaluation

An employee evaluation instrument will be developed by a joint committee represented by the district and employees. Supervisors shall be required to annually evaluate all support staff prior to April 30<sup>th</sup> of each year. An employee may request more than one evaluation per year and the supervisor may choose to perform more than one evaluation per year.

Employee evaluations are not grievable within the terms of this contract. When an employee disagrees with the content of his or her evaluation, that employee may attach a written addendum to the evaluation. The addendum shall be considered a part of the official evaluation process.

#### **4.8 Physical Examinations**

All physical examinations required by the Employer shall be paid by the Employer, providing the school physician is used.

#### **4.9 School Closings**

- A. All unit members who do not report to work due to emergency conditions shall be compensated for two (2) such days per year, at their regular rate of pay for their regularly scheduled hours. These two (2) days are guaranteed.
- B. For the 2008-2009 school year, all unit members scheduled to work 20 or more hours per week for 10 to 12 months, shall be compensated at their regular rate of pay for their regularly scheduled hours for each of two (2) additional emergency closings if they occur during the school year. Beginning with the 2009-2010 school year and continuing thereafter, all unit members shall be compensated at their regular rate of pay for two additional emergency closings if they occur during the school year. These are not guaranteed. Payment is made only if school is closed for emergency. This shall not apply to days on which only after school activities are cancelled.
- C. If the school is closed for a fifth day due to emergency conditions, then the unit member will have the option of an unpaid day or charging the day to any accrued leaves he/she may have.
- D. Employees required to work when school is closed for the entire day due to emergency conditions shall be credited with equivalent compensatory time up to the limit of two (2) days per year.

#### **4.10 Part-Time Assuming Full-Time**

Regular part-time employees shall have preferences in assuming the duties of full-time employees within the same job classification who are absent on extended leave, thereby having the opportunity to work the additional hours for the period of that leave. A unit member in such a circumstance will not be entitled to any additional benefits. Substitutes would then be employed on a part-time basis to replace the unit member who has assumed the full-time duties.

#### **4.11 Attendance Procedures**

The District and the Association agree that regular attendance is imperative to the smooth operation of the school. Therefore, the lack of good attendance by a unit member will be considered misconduct and will be dealt with appropriately. Timely and appropriate notification prior to all absences is required. A reason should be given for the absence. Falsification of an excuse may lead to discharge. Attendance during one's probationary period is a key factor in making the decision for permanent appointment. A unit member's use of unapproved unpaid leave may result in disciplinary action.

### **ARTICLE 5 - COMPENSATION**

#### **5.1 Salary or Hourly Rate**

The salary or hourly rate (as the case may be) for employees on the active payroll of the District shall be as set forth in Appendix A attached to this Agreement.

#### **5.2 Schedule Movement**

Twelve-month employees and ten-month employees hired before February 1<sup>st</sup> of a given school year shall be moved on the salary schedule July 1<sup>st</sup> and September 1<sup>st</sup> respectively.

### 5.3 Increments

The Employer will pay merit increments as per the following schedule:

at the start of the	5 <sup>th</sup> year	.20/hour additional merit
at the start of the	9 <sup>th</sup> year	.20/hour additional longevity
at the start of the	14 <sup>th</sup> year	.20/hour additional merit

commencing on July 1, 1998

at the start of the	16 <sup>th</sup> year	.25/hour additional merit
at the start of the	19 <sup>th</sup> year	.25/hour additional longevity
at the start of the	24 <sup>th</sup> year	.25/hour additional merit

The 5<sup>th</sup>, 14<sup>th</sup>, 16<sup>th</sup>, and 24<sup>th</sup> year increments will be known as merit increments and will be granted only by Board of Education action. Merit pay is to be computed on and then added to the individual's current wage rate, for each merit step. The 9<sup>th</sup> and 19<sup>th</sup> year increments will be known as longevity payments and will be automatically added to the pay rate of the employee attaining that experience level. An equivalent dollar amount will be added to the pay of salaried unit members.

### 5.4 Starting Wage

Any member of the unit hired by the Employer shall not be given a salary or hourly wage which exceeds step 3 as stipulated in Appendix A without written notification to the Association. Current permanent employees will carry their years of seniority with them when transferring to another position within the district. Prior years of service to the District will be given consideration in determining the salary or hourly rates for the new position.

In the event that the Employer is having difficulty filling a vacancy and can document the need to pay more than step 3 to fill that vacancy, the Superintendent of Schools must notify the Association prior to appointment.

### 5.5 Overtime Premium

An employee who works or is paid for more than 40 hours in one (1) work week (i.e., between 12:01 a.m. On Sunday and midnight on the next preceding Saturday) shall be paid at the rate of one and one-half times his regular hourly rate for hours actually worked in excess of 40 hours. An employee who works more than eight (8) hours in one (1) work day (i.e., between 12:01 a.m. and midnight on any calendar day) shall be paid at the rate of one and one-half times his regular hourly rate for hours actually worked in excess of eight (8) hours, but this shall not apply when the additional hours are worked by a bus driver driving an extra run.

### 5.6 Call-In Pay

Any employee, excluding bus drivers, called in to work after leaving work and who returns home before his next regular scheduled work day shall be paid not less than two (2) hours pay at his or her respective pay rate. This does not apply to regularly scheduled building checks.

### 5.7 Out-Of-Title Pay

Any employee required to work in a job title that pays a higher rate than does his regular job shall be paid the higher rate for all hours worked in that job except by assignment by proper authority during the continuance of an emergency situation which shall exist no more than two (2) days.

### 5.8 Bus Driver Minimum

All bus driver assignments (be they A.M., Noon, P.M. or extra) will be compensated at a minimum run rate of \$18.50 upon ratification of this contract. Until such time the run rate will remain at \$18.00. In computing time, calculations will be made to the nearest 1/10 of an hour, six minutes

## **5.9 Bus Monitor Minimum**

Bus Monitors will be compensated at a minimum run rate of \$10.50 upon ratification of this contract for any and all assignments. Until ratification the run rate remains at \$10.00. In computing time, calculations will be made to the nearest 1/10<sup>th</sup> of an hour, six minutes.

## **5.10 Driver Training Course**

Each bus driver who successfully completes the 30 hour driver training course during his or her first year of employment shall be paid in the year in which she or he completes the course, the sum of \$125.00 in addition to all other compensation under this agreement. Each bus driver who attends and successfully completes the two (2) hour refresher courses during the school year shall be paid two (2) hours of their current hourly rate of pay for each of the two (2) hour refresher courses. Each June, the District shall pay \$10.00 to any new driver who has passed the Commercial Driver's License test and driven at least ten (10) days during the preceding 12 months.

## **5.11 Bus Monitor Training Course**

Each Bus Monitor who successfully completes the three (3) hour training course shall be paid \$15.00 in the pay following the first day of employment as a Bus Monitor. Each Bus Monitor who successfully completes the ten (10) hour basic course for Bus Monitors shall receive \$40.00. For reimbursement of the above courses, a claim form must be filled out by the employee and signed by the Transportation Supervisor.

## **5.12 Fingerprinting**

- A. Fingerprinting required for bus drivers shall be paid for by the District.
- B. Employees (not bus drivers) being hired after 7/1/02 by the District for permanent positions who return the required Fingerprinting packet to the Business Administrator shall be reimbursed up to \$125.00 upon written request to the Business Administrator after the individual has been employed for 18 months. For such employees hired after July 1, 2008, the employment period will be 12 months.

## **5.13 Building Checks**

When a unit member is required to conduct building checks on holidays, Saturdays or Sundays, the compensation for such work will be a flat rate of \$32. This applies only to normal building checks, which shall be a minimum of 75 minutes. Additional time may only be authorized by the Superintendent of Buildings and Grounds and will be paid at the employee's regular rate of pay.

## **5.14 Superintendent's Conference Days**

- A. When the District is holding a SCD, Administrators will request members they deem appropriate to attend the conference. If not requested by your supervisor/administrator and a member wishes to attend, they should request attendance from their immediate supervisor/administrator. If denied, the member may make a written request to the Superintendent for approval to attend.
- B. A unit member attending a SCD will be paid for the hours in attendance up to a maximum of their regularly scheduled hours unless administrative approval is obtained for additional time.
- C. If the District requests a unit member's attendance on a conference day, it will be a required day of work.

## **5.15 Mileage**

- A. Staff members attending approved meetings in relation to school business are expected to use school vehicles.
- B. On occasions when the school vehicle is not available, with prior approval of the administration, mileage driven by employees with the employee's personal vehicle in the performance of school business shall be reimbursed by the employer at the annually approved rate set by the BOE.

## 5.16 Workweek

The basic workweek shall not exceed five (5) days of not more than eight (8) hours each in addition to lunch time and exclusive of overtime. This shall not apply when the additional hours are worked by a bus driver electing to drive an extra run. Each employee shall be assigned starting and quitting times which shall be uniform for the entire fiscal year (July 1<sup>st</sup> to June 30<sup>th</sup>) except that:

- (1) different times may be needed for recess periods than for periods when school is in session;
- (2) different times may be used for Seasonal work (e.g., snow removal people may be released after their 8 hours);
- (3) times may be changed when an employee moves to a different job; and
- (4) times may be changed to meet emergency situations.

## 5.17 Overtime Distribution

All overtime shall be as equally distributed as possible among all employees within the respective department that is affected. In the event that all employees turn down the District's offer to work overtime, the District may assign overtime based upon seniority. The least senior employee in that job classification(s) would be assigned first, then following a rotation to the most senior.

## 5.18 Pension

The Employer shall provide, under the New York State Employees' Retirement System, the non-contributory "20 Year Career" Plan (Section 751).

## 5.19 Health Insurance

- A. District Health Insurance Scales.
1. Scale for unit members hired before July 1, 2011.

<u>Number of Regular Scheduled Hours</u>	<u>% of Health Insurance</u>
32.5 or greater	90%
26 hours but less than 32.5	80%
Less than 26 hours	50%

2. Scale for unit members hired on or after July 1, 2011. Unit members hired on or after July 1, 2011 will be eligible for health insurance coverage (family or individual) under the GAHP Option D-2 plan only.

<u>Number of Regular Scheduled Hours</u>	<u>% of Health Insurance</u>
32.5 hours or greater	90%
26 hours but less than 32.5	80%
16.5 hours but less than 26	50%
Less than 16.5 hours	0%

1. All employees will use the scales above to determine the District share in the cost of Health Insurance.
- B. Unit members may elect to receive \$1,110 in lieu of health insurance (medical and prescription coverage) for each full year this contract is in effect. For all employees, the percent of the in lieu of payment will be the same as the district share of the health insurance premium based upon the above criteria.
- C. For unit members hired before July 1, 2011 health insurance shall include either individual or family coverage at the employee's request for the Genesee Area Healthcare Plan. As an alternative to the Genesee Area Healthcare Plan, the district will offer eligible unit members coverage under the "Blue PPO Option D2" healthcare plan, under the conditions set forth in section 5.19.A.1. An eligible unit member may enroll in either plan during open enrollment periods and may switch plans upon a qualifying event as allowed by the Genesee Area Health Care Plan.
- D. The district may switch to a comparable health insurance plan.

- E. Married employees of the District may only have one medical / dental insurance policy paid for by the District. The other spouse would qualify for in-lieu of based upon the above.
- F. If married employees both work for the District they may add the District percentages for their health insurance together up to 90% for one policy. There would be no in-lieu-of available.

## **5.20 Section 125 Flexible Benefit Account**

The District will provide a flexible benefit account through BOCES.

## **5.21 Pay Day**

All compensation or other monetary payments to unit members shall be made by direct deposit only. All unit members shall maintain a bank account that accepts direct deposit and shall promptly complete all paperwork necessary to facilitate direct deposit. All unit members will be paid on alternate Fridays, with checks available after 3:00 p.m. on Thursday afternoon prior to payday.

## **5.22 Payroll Savings Plan**

The Employer agrees to make available deductions for a payroll savings plan.

## **5.23 Resignations**

Employees resigning from working for the District must give the District written notification fourteen (14) days prior to their last date of employment. For each day less than the required 14 days, the employee's rate of pay will be reduced to the New York State minimum wage rate.

# **ARTICLE 6. - LEAVES OF ABSENCE**

## **6.1 Sick Leave**

- A. Each employee shall be permitted to accumulate 215 days of sick leave to be applied toward time off due to illness or injury to the employee.
- B. Sick leave for all 12-month employees shall be 12 days per year and for all 10-month employees shall be 10 days per year. For bus drivers and part-time employees, a day is the equivalent of his/her normal work day (e.g. a 4-hour, 10-month employee is granted ten 4-hour days.)
- C. All sick days will be credited on July 1 for 12-month employees and September 1 for 10-month employees, however, should the employee leave for any reason or require an unpaid leave, the sick days will be prorated on the basis of 1 per month.
- D. Absence for sick leave credit shall be recognized under the following conditions:
  - 1. Personal illness
  - 2. Illness in the family: specifically husband, wife, son, daughter, mother, father, or distant relative if a member of the employee's household.
  - 3. Two days allowed to extend bereavement leave as described in Section 2 of this Article.
  - 4. Quarantine.
- E. Upon written request by the District, an employee must provide written verification from a physician of his/her illness or the ability to return to work when such employee has been absent from work for four (4) or more consecutive work days.
- F. Each employee shall be permitted to take sick leave in half-day segments. Segments equal half of the working day of the individual concerned. Exceptions may be made by the Superintendent for unusual circumstances.
- G. Summer school employees will not be granted additional sick days, but may use accumulated days as needed.

- H. When an employee retires with a letter of resignation submitted to the District two (2) months prior to their effective date of retirement, they will be paid 80% of their daily pay for each day accumulated sick leave they then have but not to exceed:
  - \$65 for each day for an employee who regularly works 32 1/2 hours or more per week
  - \$55 for each day for an employee who regularly works 20 hours or more per week
  - \$45 for each day for an employee who works less than 20 hours per week
- I. When an employee leaves the District after 10 or more years of service to the district the employee will receive payment according to the scale below for each accumulated sick leave day up to a maximum of 180 days. In order to be eligible for this provision an individual must have given written notification to the Superintendent one (1) month prior to the date.
  - \$35 per day for those who work 40 hours per week.
  - \$30 per day for those who work more than 30 hours per week but less than 40.
  - \$25 per day for those who work more than 20 hours per week but 30 or less
  - \$20 per day for those who work 20 or less hours per week.
- J. An individual may only qualify for H or I, not both.
- K. In the last pay period in September of each year, the Employer shall give each employee a statement which shows his/her accumulated sick leave credits as of the immediately preceding July 1<sup>st</sup>.

## 6.2 Bereavement

- A. Three (3) days bereavement leave will be granted for each instance of the death in the unit member's immediate family, which will be defined as a unit member's father, mother, spouse, child, step child, brother, sister, mother-in-law, father-in-law, step parents, grandchildren, grandparents, or a more distant relative if a resident of the unit member's home at the time of death. This leave may be extended by the use of up to two (2) sick leave days in accordance with Section 1 (D) of this Article.
- B. In the event of a death of a unit member's aunt, uncle, sister-in-law or brother-in-law, the unit member shall be granted one (1) day of bereavement leave. If available, the unit member may use a maximum of two (2) of their sick leave days in conjunction with the bereavement leave day granted by the District.

## 6.3 Personal Leave

- A. Each employee shall receive three (3) personal leave days per year. These days must be cleared through and approved by the department head.
- B. All personal leave days must be approved at least twenty-four (24) hours in advance except in emergencies, by the appropriate member of the administrative staff. Request for personal days can only be made for the current school year, July 1 – June 30.
- C. If a personal leave is granted for the day(s) before or after a school recess (excluding Saturday or Sunday), the unit member will be assessed two personal days for each day taken.
- D. Personal leave shall be limited to no more than two (2) employees per day from any single department, unless unusual or dire circumstances are involved. In cases of conflict, date of request will be the determining factor.
- E. Personal leave may be taken in half-day segments. Segments equal half of the working day of the individual concerned.
- F. On July 1<sup>st</sup> of each year, any unused personal leave from the previous contract year shall be converted to and credited to the employee's accumulated sick leave but not to exceed the maximum accumulation allowed by Article 6, Section 1.

#### **6.4 Child Rearing Leave**

- A. An unpaid Child Rearing Leave following the birth or adoption of a child for up to 24 months will be granted upon the request of a unit member. Such leave must be commenced immediately following the birth or adoption of the child or within a reasonable time thereafter, subject to the provisions of this article.
- B. The unit member will give written notice at least 90 days in advance of the expected leave, unless medical or legal substantiation states that such notice was not possible.
- C. If the unit member is disabled from work because of pregnancy, delivery, or the effects of either, the unit member may use sick leave as they have available for the duration of the disability provided they have five (5) sick days when they return to work. A written notice as to the period of disability from the physician of the unit member will be required in order to use sick leave in this section.
- D. Unit members who are on leaves of one year or more must give six (6) months notice of return.
- E. A Unit member wishing to shorten their approved leave shall notify the Superintendent in writing. The leave may be terminated earlier than the specified return date with mutual agreement of the unit member, Superintendent, and the Board of Education. Neither action will create a precedent for any case. Unit members returning shall be reinstated to the position held prior to the leave or to an equivalent (full-time/part-time) position.

#### **6.5 Jury Duty Leave**

Each employee shall be entitled to leave with full pay for appearance for jury duty. The employee shall notify the court that he/she is receiving full pay from a state agency. His/her supervisor must be notified in advance of this planned absence.

#### **6.6 Leave Without Pay**

- A. In extenuating circumstances, the Board shall consider leaves of absence without pay to employees who so present the Board of Education with such a request seven(7), or more days prior to the next Board meeting. In emergency cases supported by written documentation, the Board may entertain requests for unpaid leave on less than seven (7) days notice. In emergency cases supported by written documentation, where the unpaid leave would occur prior to the next Board meeting, the decision to approve or deny the request shall be at the Superintendent's sole discretion. All requests shall be in writing, stating the reason for the request(s) and the period of time for which the leave needs to be granted.
- B. Each request will be judged on its own merit. Past procedure or practice will not be a determining factor. Decisions of the Superintendent and/or Board pursuant to this section are not subject to the contractual grievance procedure.
- C. If a request is denied, the Superintendent will provide reasons upon written request of the individual within ten (10) days of the Board's denial.
- D. Benefits paid or granted by the District (including health insurance, social security coverage, retirement, sick leave and holidays) are not provided during the period of a leave without pay.

#### **6.7 Sick Leave Bank**

- A. The purpose and philosophy of a sick bank is to provide security to unit members when they suffer a prolonged serious illness or injury that causes the unit member to exhaust all of his/her accumulated sick leave. All contribution of leave days will be credited in equivalent hours of the employees regularly scheduled workday.
- B. All permanent staff members employed after August 31, 1997 will be required to join the sick bank and contribute two (2) sick leave days which shall be credited to the bank in equivalent hours. The contributions are non-returnable. (First year people will have two (2) less days available for sick leave.
- C. Permanent staff beginning employment after January 1<sup>st</sup> of each year will donate one (1) day immediately to the bank and will donate their second day at the beginning of the next school year.



- D. The total number of days contributed to the bank during any contract year shall not exceed two (2) times the total of members in the current bargaining unit.
- E. The bank will have a maximum number of 2,400 hours. The maximum cap may be exceeded only when new members, by joining, cause the sick leave bank to exceed the 2,400 hours.
- F. If the sick bank falls below 400 hours, an additional window period will be opened for voluntary contributions. During a voluntary window period, a person may contribute a maximum of two (2) days. This window period will be set and agreed upon by the chairperson of the sick leave bank and the Superintendent or their designees.
- G. Members who have reached their maximum accumulated sick leave days may donate the excess days to the bank on June 30 of each year, provided that this will not cause the bank to exceed 2,400 hours. Unit members will inform the District by the last payroll date, of their desire to donate their days in excess of 180.
- H. The District shall be responsible for accounting for the days in the bank. The Superintendent and Association President, or their designee, will confer and agree on the total number of days that are available as of June 1<sup>st</sup> and October 1<sup>st</sup> of each year.

### **Withdrawals**

- A. Only members of the sick leave bank may withdraw days.
- B. A sick leave bank committee shall be established to consider all requests for the use of sick leave bank days. The committee shall be composed of five members: three (3) LESPA designees, one (1) administrator and one (1) BOE member. One of the LESPA designees shall be named chairperson of the sick leave bank committee. The Association will hold the District harmless for decisions made by the committee.
- C. Application to the sick leave bank for days shall be accompanied by a doctor's statement showing that the applicant cannot resume normal work duties. The application should also include an estimate of the days needed or the approximate date of return.
- D. Sick leave bank members are eligible to request use of sick bank days after the expiration of the applicant's own accumulated sick days and after being absent from work for 40 consecutive work days. In the event that the applicant's personal sick leave days have been exhausted before the end of the waiting period, the sick bank days can be applied retroactively for up to one-half (1/2) of the unpaid days for bank members with more than three (3) years of employment in the District and for up to three-fourths (3/4) of the unpaid days for members with less than three (3) years of employment in the District.
  - 1. The forty (40) consecutive work days will be counted forward starting with the first workday after the last day they worked. Do not count holidays as a work day.
  - 2. To denote which days are covered by their accumulated sick and personal days, start from the beginning of the forty (40) days and count forward. If a holiday falls within this time period they will be paid and the holiday does not count in the personal day, sick day accumulation (the holiday does not count as a sick or personal day).
  - 3. To denote the retroactive days, start counting backwards from the 40<sup>th</sup> work day. Holidays would count as a retroactive day.
- E. An applicant may request up to thirty (30) days at one time. The applicant may apply for additional days, but must complete the process described in this section "withdrawals" above with an updated Doctor's appraisal and date of return.
- F. Once a member becomes eligible for disability retirement, only one (1) re-application for days will be considered.
- G. Each request for bank days will be judged on its own merit; past practice or precedence will not be a determining factor.

- H. The Sick Leave Bank Chairperson will be responsible for coordinating any and all sick leave bank transactions with the Superintendent or their designee.
- I. If the unit member leaves the District within two (2) years of the use of sick leave bank days, except in the case of a disability retirement, that unit member shall be held responsible for reimbursing the District the equivalent of their hourly rate of pay when leaving the district for each hour of the sick leave bank hours withdrawn. The sick leave bank agreement may be altered only by mutual agreement between the District and Association.

**6.8 Family and Medical Leave Act**

All leave and benefit provisions of this contract will be counted towards the leave and benefit provision of the Family and Medical Leave Act of 1993, where applicable. FMLA leave and benefits will be applied for eligible employees if the contractual leave and benefits provide less than the FMLA.

**ARTICLE 7. - HOLIDAYS AND VACATIONS**

**7.1 Holidays**

- A. The following shall be designated paid holidays for all 12-month employees:

New Year's Day	Memorial Day	Thanksgiving Day
Martin Luther King Day	Independence Day	Day before Christmas
Washington's or Lincoln's Birthday	Labor Day	Christmas Day
Good Friday	Columbus Day	Day before New Year's Day
	Veteran's Day	

- B. The following shall be designated paid holidays for all 10-month employees:

New Year's Day	Good Friday	Thanksgiving Day
Martin Luther King Day	Memorial Day	Christmas Day
Washington's or Lincoln's Birthday	Columbus Day	
	Veteran's Day	

Beginning with the 2009-2010 school year, 10 month employees will also receive the day before New Year's Day as a paid holiday.

- C. If a holiday should fall on the employee's scheduled day off, he/she will receive another day off which is mutually agreed upon by both parties.
- D. If the employee is called back to work on the holiday, he/she will receive time and-a-half for all hours worked in addition to regular holiday pay.
- E. Holidays are to be considered days worked for the computation of overtime.

**7.2 Vacations**

- A. Each full-time twelve-month employee shall receive vacation as outlined below.

Vacation is credited on July 1, however should the employee leave for any reason or require an unpaid leave, the vacation days will be prorated. Vacation days cannot be carried into the next school year (7/1 to 6/30).

The number of weeks of vacation credited to an employee shall be according to the following scale, based on the number of years of service the employee has completed as of July 1 of each year. To adjust for a global July 1 date, employees hired after July 1 will be credited with a prorated number of vacation days on the following July 1, based on the length of their previous year's service.

<u>Years of Service to July 1</u>	<u>Weeks of Vacation</u>
Start date until July 1	0
July 1 with less than 1 yr.	prorating of 2 weeks
July 1 with 1 yr. of service	2
Starting with the 6 <sup>th</sup> July 1	3
Starting with the 15 <sup>th</sup> July 1	4
Starting with the 20 <sup>th</sup> July 1	5

- B. No vacations will be scheduled for maintenance staff (cleaners, custodians and building maintenance mechanics) during their ten (10) regularly scheduled work days prior to Labor Day.
- C. A unit member may convert up to five (5) unused vacation days into accumulated sick leave annually.
- D. Although vacation days are credited to the unit member on July 1, they are earned over the course of the year that they are credited. For example, if a unit member is credited with 2 weeks of vacation on July 1, they will have earned 1 week of this vacation on December 31. In the event that the unit member's employment is terminated for any reason whatsoever, they will be paid for any earned and unused vacation days on a prorated basis upon termination of employment. For example, an employee with 16 years of service is credited with 4 weeks of vacation on July 1. Assume that the employee takes 1 week of vacation in August and terminates employment on December 31. As of December 31, the employee will have earned 2 weeks of vacation. At termination of employment on December 31, the employee will be paid for one week of earned and unused vacation. (2 weeks earned less one week used = 1 week earned and unused).
- E. Vacation days will be considered as time worked for the computation of overtime.
- F. Vacation time may be taken in half day segments.
- G. When a regular (full time) bus driver becomes a full time employee of another classification, he/she will be credited one-half of his/her years of service on the vacation schedule. When a full time unit member becomes an employee within another classification within the unit, he/she will be credited with all years of service for purposes of vacation. Drivers who drive more than six (6) hours shall be considered full time employees.

An employee moving from a classification without vacation to a twelve month, full-time position eligible for vacation, shall have his/her years of service pro-rated to the equivalent full-time twelve-month years. (e.g., a half-time, ten-month employee completing six (6) years moved to a vacation eligible position:

$$\frac{.5 \text{ FTE} \times 10 \text{ months} \times 6 \text{ years}}{12 \text{ months}} = 2.5 \text{ years for vacation purposes.}$$

## **ARTICLE 8. - PARTICIPATION IN DECISION MAKING**

### **8.1 Site Based Decision Making**

- A. The parties agree to work collaboratively to encourage the further development and implementation of shared decision-making. The parties recognize that arrangements by which employees are given responsibility for making decisions with regard to their day-to-day affairs can foster the collegial exchange of ideas and information that is necessary for effective practice, and can help improve the educational process. We believe that support personnel and administrators should share the responsibility for effective management practices. That is, as equal partners, support personnel and administrators should establish expectations for their work site, together plan how to best realize these expectations, and together evaluate the outcomes of their effort.

This is possible because we share these beliefs:

1. Our schools should have flexibility in designing management systems that meet the needs of students, staff and community and that accomplish district educational goals and objectives.
2. Shared decision-making includes establishing goals consensus, guaranteeing the opportunity to participate, creating a culture of cooperation, and providing ongoing communication with staff and among schools.

3. The implementation of shared decision-making requires ongoing joint training of support staff and administrators.
- B. During this period of working to establish shared decision-making, it is important for each party to recognize that employee groups may agree to unique arrangements. The parties reaffirm those provisions of the contract concerning changes during the terms of the agreement. It is further agreed that neither party will hold the other to any past practice, precedent or changes due to attempts within each employee group to work together.
- C. Waiver of Contract Provisions
1. A waiver may be requested by work areas for a particular variance to the contract negotiated by the parties. There is a presumption that collective areas of the contract including but not limited to salary schedule, fringe benefits, and grievance, evaluation and dismissal procedures are not to be waived unless sufficient reasons are presented which persuade the parties to do otherwise. A waiver may be granted for a maximum of one (1) year and may be extended on a year-to-year basis.
 

Except to the extent waived, the collective bargaining agreement will remain in full force and effect, and have full application to the employees who are affected by the site-based decision-making arrangement. Waivers will be granted only after due consideration of the collective aspects of any requests made.
  2. A specific variance of the provisions of the contract may be identified by the school staff, members of a department, an administrator or by the Common Concerns Committee. The request for a waiver must be signed by an association rep and the department head. It must describe the staff decision process and include in as much detail as possible the provision wished to be waived, the nature of the waiver, reasons for the waiver, and how unit members may be affected by the waiver. The waiver must be mutually and formally agreed to by the President of the Association and the Superintendent of Schools.
- D. The Board of Education and the Superintendent are primarily responsible for establishing District directions and expectations. However, it is critical to provide increased opportunities for staff involvement in District level decisions to foster the collegial exchange of ideas and information for the continued improvement of the educational process. Such involvement is most meaningful when incorporated as an integral part of decision-making and is within the regular direction and expectation setting process at all levels. District level departments and functions should seek to provide the broadest level of involvement possible. All parties understand that the purpose of the committee is solely to obtain input. Any final decision will be left to the Superintendent and Board of Education.

## **ARTICLE 9. - INVOLVEMENT IN CHANGE**

### **9.1 Options**

This agreement is not self executing. It is the intention of the parties during the term of this Agreement to meet from time to time to discuss areas of mutual interest and to make arrangements to accommodate those interests, and also to meet to identify problem areas and discuss ways to resolve those problems in order to prevent deferral of solutions to problems and their accumulation at the end of the contract period.

It is recognized that changes in the ways we organize for and deliver educational support services will occur during the life of this Agreement. Additionally, the parties recognize that issues and concerns will arise which may not be covered by this Agreement. In order to address any future possible change, the parties may agree that the mutual interests involved would best benefit from collaborative study or problem solving. In such cases, these options, which are intended to assure ESP involvement in the process, are available:

- A. A joint standing committee known as the Common Concerns Committee shall meet regularly, on an autonomous basis and on a schedule determined by it, to consider and make recommendations with respect to proposed changes within the District affecting terms and conditions of employment prior to their implementation. The Committee shall consist of the Superintendent of Schools and as many administrative or Board of Education members as the Superintendent of Schools shall designate. The Association President and at least one (1) employee from each work area shall be selected by the President to sit on the Committee.

- B. A jointly appointed study team, with representatives of the District and the Association who share a degree of involvement with the issue at hand, may be established to review and collect information on specific issues. Such study teams, when established, will deal only with the issue or issues for which they were created and charged, and shall serve until completion of their report. Timelines and charges for study teams shall be issued jointly by the Superintendent and Association President or by the Common Concerns Committee. Reports generated by any study team shall be submitted to the parties that commissioned the study.
  
- C. A jointly appointed resolution team, with representatives of the District and the Association who share a degree of involvement with the issue at hand, may be established to research options and prepare resolutions to specific problems or issues charged to them by the Superintendent and Association President, or by the Common Concerns Committee. Such resolutions teams, when established, will deal only with the issue or issues for which they were created and charged, and shall serve until completion of their written recommendation(s). Such recommendation(s) will be submitted jointly to the Association President and the Superintendent.

It is not the intention of this Article to place any limitation on the approach the parties may utilize to modify the Agreement. All parties understand that the purpose of the committee is solely to obtain input. Any final decision will be left to the Superintendent and Board of Education.

**SUBSCRIPTION**

In witness that all of the foregoing constitutes the Agreement between the parties, the Superintendent of Schools and the President of the Association, have signed their names below on the date so indicated beneath each signature.

For the District:

For the Association:

\_\_\_\_\_

\_\_\_\_\_

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

**APPENDIX "A"**

**Cleaner**

	<b>2011-12</b>	<b>2012-13</b>	<b>2013-14</b>
Step 1	9.70	9.84	9.98
Step 2	9.83	9.97	10.11
Step 3	10.06	10.10	10.24
Step 4	10.31	10.34	10.38
Step 5	10.50	10.59	10.62
Step 6	10.67	10.79	10.88
Step 7	10.85	10.96	11.09
Step 8	11.06	11.15	11.26
Step 9	11.24	11.36	11.46
Step 10	11.45	11.55	11.67
Step 11	11.66	11.76	11.87
Step 12	11.89	11.98	12.08

**Auto Repairman / Bus Driver**

	<b>2011-12</b>	<b>2012-13</b>	<b>2013-14</b>
Step 1	12.83	13.01	13.18
Step 2	13.00	13.18	13.37
Step 3	13.25	13.36	13.54
Step 4	13.50	13.61	13.73
Step 5	13.76	13.87	13.98
Step 6	14.04	14.14	14.25
Step 7	14.32	14.43	14.53
Step 8	14.60	14.71	14.83
Step 9	14.84	15.00	15.11
Step 10	15.05	15.25	15.41
Step 11	15.25	15.46	15.67
Step 12	15.53	15.67	15.89

**Custodian**

	<b>2011-12</b>	<b>2012-13</b>	<b>2013-14</b>
Step 1	11.25	11.40	11.55
Step 2	11.41	11.56	11.71
Step 3	11.65	11.72	11.88
Step 4	11.90	11.97	12.04
Step 5	12.12	12.23	12.30
Step 6	12.33	12.45	12.57
Step 7	12.55	12.67	12.79
Step 8	12.77	12.90	13.02
Step 9	12.95	13.12	13.25
Step 10	13.16	13.31	13.48
Step 11	13.34	13.52	13.68
Step 12	13.57	13.71	13.89

**Bus Driver**

	<b>2011-12</b>	<b>2012-13</b>	<b>2013-14</b>
Step 1	12.65	12.83	13.01
Step 2	12.82	13.00	13.18
Step 3	13.08	13.17	13.36
Step 4	13.34	13.44	13.53
Step 5	13.57	13.71	13.81
Step 6	13.86	13.94	14.09
Step 7	14.13	14.24	14.32
Step 8	14.40	14.52	14.63
Step 9	14.61	14.80	14.92
Step 10	14.84	15.01	15.21
Step 11	14.99	15.25	15.42
Step 12	15.28	15.40	15.67

**Building Maintenance Mechanic  
Senior Automotive Repairman**

	<b>2011-12</b>	<b>2012-13</b>	<b>2013-14</b>
Step 1	14.98	15.18	15.39
Step 2	15.19	15.39	15.60
Step 3	15.46	15.61	15.81
Step 4	15.71	15.89	16.04
Step 5	16.01	16.14	16.33
Step 6	16.38	16.45	16.58
Step 7	16.76	16.83	16.90
Step 8	17.12	17.22	17.29
Step 9	17.43	17.59	17.69
Step 10	17.72	17.91	18.07
Step 11	17.98	18.21	18.40
Step 12	18.32	18.47	18.71

**Monitor (Bus)**

	<b>2011-12</b>	<b>2012-13</b>	<b>2013-14</b>
Step 1	9.72	9.86	10.00
Step 2	9.85	9.99	10.13
Step 3	10.08	10.12	10.26
Step 4	10.33	10.36	10.40
Step 5	10.52	10.61	10.64
Step 6	10.77	10.81	10.90
Step 7	11.03	11.07	11.11
Step 8	11.26	11.33	11.37
Step 9	11.50	11.57	11.64
Step 10	11.75	11.82	11.89
Step 11	11.97	12.07	12.15
Step 12	12.28	12.30	12.40

**Teacher Aide**

	<b>2011-12</b>	<b>2012-13</b>	<b>2013-14</b>
Step 1	9.87	10.01	10.15
Step 2	10.00	10.14	10.29
Step 3	10.22	10.28	10.42
Step 4	10.47	10.50	10.56
Step 5	10.67	10.76	10.79
Step 6	10.85	10.96	11.06
Step 7	11.05	11.15	11.26
Step 8	11.21	11.35	11.46
Step 9	11.37	11.52	11.66
Step 10	11.56	11.68	11.84
Step 11	11.67	11.88	12.00
Step 12	11.90	11.99	12.21
Step 13	12.13	12.23	12.32
Step 14	12.33	12.46	12.57
Step 15	12.55	12.67	12.80
Step 16	13.11	12.90	13.02

**Teacher Assistant**

	<b>2011-12</b>	<b>2012-13</b>	<b>2013-14</b>
Step 1	11.27	11.43	11.59
Step 2	11.42	11.58	11.74
Step 3	11.66	11.73	11.90
Step 4	11.91	11.98	12.05
Step 5	12.13	12.24	12.31
Step 6	12.34	12.46	12.58
Step 7	12.56	12.68	12.80
Step 8	12.78	12.91	13.03
Step 9	12.98	13.13	13.27
Step 10	13.17	13.34	13.49
Step 11	13.35	13.53	13.71
Step 12	13.57	13.72	13.90
Step 13	13.84	13.94	14.10
Step 14	14.10	14.22	14.32
Step 15	14.36	14.49	14.61
Step 16	14.74	14.75	14.89

**School Secretaries / Dispatcher**

	<b>2011-12</b>	<b>2012-13</b>	<b>2013-14</b>
Step 1	20,076	20,352	20,632
Step 2	20,348	20,628	20,912
Step 3	20,799	20,908	21,195
Step 4	21,284	21,371	21,483
Step 5	21,660	21,869	21,959
Step 6	22,043	22,256	22,470
Step 7	22,434	22,649	22,868
Step 8	22,832	23,051	23,272
Step 9	23,238	23,460	23,685
Step 10	23,652	23,877	24,105
Step 11	24,073	24,302	24,534
Step 12	24,502	24,735	24,970

**Student Interpreter / Teacher Assistant**

	<b>2011-12</b>	<b>2012-13</b>	<b>2013-14</b>
Step 1	12.77	12.95	13.13
Step 2	12.94	13.12	13.31
Step 3	13.19	13.30	13.48
Step 4	13.44	13.55	13.67
Step 5	13.69	13.81	13.92
Step 6	13.96	14.07	14.19
Step 7	14.25	14.34	14.46
Step 8	14.52	14.64	14.73
Step 9	14.73	14.92	15.04
Step 10	14.93	15.14	15.33
Step 11	15.07	15.34	15.56
Step 12	15.37	15.48	15.76

**Salary increases for off-step unit members shall be as follows:**

2011-2012	2.5%
2012-2013	2.5%
2013-2014	2.5%

