

AGREEMENT

between the

**RUSH-HENRIETTA
CHIEF EXECUTIVE OFFICER**

and the

**RUSH-HENRIETTA
EMPLOYEES' ASSOCIATION,
COALITION UNIT**

Paraprofessionals Chapter

Bus Drivers and Monitors Chapter

Administrative Support Professionals Chapter

2025-2028

TABLE of CONTENTS

GENERAL ARTICLES

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

APPENDIX A PARAPROFESSIONALS CHAPTER

Article 1	Hours of Work.....	24
Article 2	Physical Examinations.....	25
Article 3	Sick Leave.....	25
Article 4	Personal Leave	26
Article 5	Holidays	27
Article 6	General Provisions	28
Article 7	Wages.....	29
Article 8	Seniority, Layoff and Recall.....	31
Article 9	Training Program	32
Article 10	Definitions.....	32
Article 11	Emergency Closings	33
Article 12	Work Breaks.....	34
Article 13	In-Service	34
Article 14	Assignments	34
Article 15	Event Supervision.....	35

APPENDIX B
BUS DRIVERS and MONITORS CHAPTER

	<u>Page</u>
Article 1	Hours of Work 36
Article 2	Physical Examinations..... 36
Article 3	Sick Leave 37
Article 4	Personal Leave 39
Article 5	Holidays 40
Article 6	General Provisions - Definitions 41
Article 7	Wages..... 42
Article 8	Layoffs 44
Article 9	Emergency Closings..... 45
Article 10	Release Time 45
Article 11	Fingerprinting..... 45
Article 12	License Fees 46
Article 13	Third-Party Companies 46

APPENDIX C
ADMINISTRATIVE SUPPORT PROFESSIONALS CHAPTER

Article 1	Personal Leave 47
Article 2	Vacations 49
Article 3	Workweek - Workyear 51
Article 4	Overtime..... 51
Article 5	Breaks..... 52
Article 6	Promotions 52
Article 7	Emergency Closings..... 53
Article 8	Wages..... 53
Article 9	Holidays 56
Article 10	Professional Standards Program 56
Article 11	Unemployment Insurance..... 57
Article 12	General Provisions 58
Article 13	Layoff and Recall 58
Article 14	Workshops..... 59
Article 15	In-Service 59
Article 16	Release Time 59
Article 17	Classification..... 59
Article 18	Summer Employment 60

Article 1
Recognition and No-Strike

Section 1:

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

1. Rush-Henrietta Employees' Association, Paraprofessionals Chapter as the exclusive negotiating representative for the negotiating unit consisting of all full-time, regular part-time, and part-time employees employed as school aides, teacher aides, teaching assistants and youth assistants, Sentry I, Athletic Trainer, and (selected) Accompanists, excluding all other employees and job classifications.
2. Rush-Henrietta Employees' Association, Bus Drivers' Chapter as the exclusive negotiating representative for the negotiating unit consisting of all full-time bus drivers, regular bus drivers, part-time bus drivers, and bus monitors, but excluding substitute bus drivers and substitute bus monitors, the Director of Transportation, Supervisors and all other employees.
3. Rush-Henrietta Employees' Association, Administrative Support Professionals Chapter, as the exclusive negotiating representative for the negotiating unit consisting of all full- and part-time competitive and non-competitive administrative support employees, but excluding the Secretary to the Superintendent of Schools and Secretary of Human Resources.

Section 2.

Employees within the negotiating units shall hereinafter usually be referred to as "employee(s)."

Section 3.

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

Article 2
Negotiation Procedures

Section 1.

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

Section 2.

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

Section 3.

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

Section 4.

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

Section 5.

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

Section 6.

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

Article 3
Consultation

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

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

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

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

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

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

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

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

Article 4 **Dues Deduction**

Section 1.

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

Section 2.

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

Section 3.

- a. Payroll deductions of Association dues shall be made in equal amounts on a date agreed upon by the Association and the Superintendent or designee. New employee dues will be deducted no later than thirty (30) days after the District receives a membership form.
- b. Dues deductions shall continue without interruption unless and until a member withdraws membership in accordance with the policies of the Association and its affiliates.
- c. The Association shall provide the District with a list of unit members for whom dues should be deducted and the signed authorization forms for such unit members who have voluntarily authorized the District to deduct dues.
- d. The Association will protect, defend, indemnify, and save harmless the District from any and all claims, damages, disputes, and liability as a result of administering this article.

Article 5 **Performance Appraisal**

Section 1.

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

Section 2.

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

Section 3.

All appraisals shall be discussed with the employee before placing the written appraisal in the employee's official personnel file. The official personnel file shall be maintained in the Employer's Human Resources Office.

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

Section 4.

Each employee shall, upon request and by appointment, be permitted to review that person's official personnel file as maintained in the Human Resources Office. Such review shall not include reference information supplied by previous employers or other sources.

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

An employee must be informed of any materials that have been removed from the person's personnel file.

Section 5.

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

If the matter cannot be resolved during such discussion, the employee may appeal the appraisal to a review panel consisting of the Chief Business Official and Chief Human Resources Administrator.

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

Article 6 **Probationary Period**

Section 1.

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

Section 2.

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

Article 7

Leave of Absence

Section 1.

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

A leave of absence without pay may be granted to employees who have been continuously employed for a period of less than one (1) year when the purpose of the leave is to complete college requirements for a teacher certification program or other special circumstance.

Section 2.

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

Section 3.

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

- a. All employees must be reinstated upon termination of military duty provided application is made for reinstatement within ninety (90) days after termination of duty.
- b. All employees who are members of the organized militia or reserves are entitled to a leave for the duration of ordered military duty. They are also entitled to receive their salary for a period of thirty (30) days.

Section 4.

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

Section 5.

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

Article 8

Group Life Insurance

Section 1.

Regular full-time employees are eligible to participate in the Group Life Insurance Plan. Premium costs for the plan are to be shared equally by the Employer and the employee. Double coverage (as determined by the Employer) after three (3) years of continuous employment shall be automatic unless a waiver has been filed by the regular full-time employee.

Section 2.

For active employees coverage at age 70 and beyond shall be in accordance with the terms of the Group Life Insurance Plan.

Section 3.

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

Section 4.

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

Article 9

Health Insurance

Section 1.

The District will participate in the Rochester Area Schools Health Plan II (RASHP II). Beginning on Jan. 1, 2016, the District will provide to each full-time employee and each bus driver the BluePoint 2 Value and Signature High-Deductible (HDHP) health plans.

Effective July 1, 2021 through October 31, 2025, employees who enroll for the first time in the Signature HD plan, including new hires, will also receive a one-time wage increase of \$1.25 per hour, effective on the date on which enrollment in the plan commences.

Effective January 1, 2026, the Signature HDHP plan becomes the base plan for all Unit members. The District's contribution will be 100% of the annual HDHP annual premium.

Unit members may opt to enroll in BP2 Value at their own cost for the difference in premiums.

The District will make dental insurance available to employees and will contribute up to \$500 toward the annual premium, effective January 1, 2026.

Section 2.

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

Section 3.

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

Section 4.

Bargaining unit members who are eligible for district-paid health insurance and dental insurance will receive payments totalling \$3,000 for each full calendar year in which they decline such coverages. A unit member who has received such payment may return to district health insurance or dental insurance during the calendar year if unforeseen circumstances warrant. In that event, the member will return to the district an amount equal to that portion of the year for which coverage is reinstated, computed at 1/12 of the opt-out payment for each month of reinstated coverage. An employee who resigns from the school district after having received a payment for declining health insurance and dental insurance will return to the district an amount equal to that portion of the year for which the employee is no longer eligible for coverages. Those who opt out of health and dental insurance receive HRA amounts as follows.

Paraprofessionals and Bus Drivers/Monitors

<u>Coverage</u>	<u>Employees Active as of June 30, 2016</u>	<u>Employees Hired after June 30, 2016</u>
Single	\$1,000	\$ 900
Two-Person	\$1,100	\$1,100
Family	\$1,200	\$1,200

Administrative Support Professionals

<u>Coverage</u>	<u>Employees Active as of June 30, 2016</u>	<u>Employees Hired after June 30, 2016</u>
Single	\$1,100	\$ 900
Two-Person	\$1,200	\$1,200
Family	\$1,300	\$1,300

Section 5.

In the event that a unit member dies while actively employed, the District will provide continuation of current health insurance to the surviving spouse and dependent children currently covered under the unit member's plan for four (4) months after the unit member's death. The District's rate of contribution shall remain at the same percentage as prescribed in this Agreement.

Section 6.

Employees who take more than ten (10) unpaid days (cumulative each school year) may be charged a daily benefit rate at 1/200th of the cost of the full health care plan for each day. Leave taken pursuant to the Family Medical Leave Act and Worker's Compensation shall be exempt from this provision.

Section 7.

The District will maintain a Health Reimbursement Account (HRA) governed by Internal Revenue Service regulations for all full-time Chapter employees who enroll in Blue Point2 Value. The District shall make annual contributions to the HRA as follows:

<u>Coverage</u>	<u>All Active Employees</u>
Single	\$1,800
All Other Plans	\$3,600

For employees enrolled in the Signature HD health plan as of Jan. 1, 2026, and subsequently, in lieu of an HRA, the District will provide a Health Savings Account (HSA), and will make annual contributions to the HSA as follows:

First three calendar years of enrollment beginning January 1, 2026:

\$1,800 Single Plan / \$3,600 All Other Plans

All subsequent years of enrollment:

\$900 Single Plan / \$1,800 All Other Plans

The District's annual contribution to the HRA or HSA will be made on a calendar-year basis.

Administrative fees will be eliminated effective July 1, 2016, but accounts dormant in excess of two years will be closed and balances will revert to the District unless the employee affirms their desire to keep the account open.

Article 10

Jury Duty

Section 1.

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

Section 2.

Each regular full-time and regular part-time employee who is required to serve on a jury, or is required to report to court in person in response to a jury duty summons, or is required to report for jury examination shall be paid at the employee's regular hourly rate.

Section 3.

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

Article 11

Bereavement Leave

Section 1.

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

Section 2.

Immediate family shall mean spouse, child, parent, brother, sister, mother-in-law, father-in-law, grandparents, son-in-law, daughter-in-law, sister-in-law, brother-in-law, grandchildren, step-parents, or step-children.

Section 3.

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

Section 4.

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

Section 5.

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

Section 6.

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

Article 12
Grievance Procedure

Section 1. - Declaration of Purpose

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

Section 2. - Definitions

- 2.1. Grievance. For the purpose of this Agreement a grievance shall be defined as a dispute or controversy between an individual employee, group of employees, or the Association and the Employer, arising out of the application or interpretation of the terms of this Agreement excluding Article 5, Performance Appraisal of Employees, and Article 16, Procedures for Reclassification of a Position, and Article 22, Just Cause, except that a dispute or controversy involving the performance appraisal procedures in Article 5 may be processed as a grievance through 5.2, Step 2 herein.
- 2.2 Association. Association shall mean those described in Article I.
- 2.3 Aggrieved Party. Aggrieved party shall mean any employee covered by this Agreement who files a timely grievance.
- 2.4 Party in Interest. Party in interest shall mean any party named in a grievance who is not the aggrieved party.
- 2.5 Supervisor. The employee's immediate supervisor as indicated below:
 - a. Paraprofessionals - Building Principal or designee
 - b. Bus Drivers - Director of Transportation
 - c. Clerical - Building Principal or Supervising Administrator

Coalition

Section 3. - General Procedure

- 3.1 Each written grievance shall include the name and position of the employee or employees affected by the alleged grievance, the specific Article and Section of this Agreement involved in said grievance, the time and place where the alleged events or conditions constituting the grievance existed, the identity of the party allegedly responsible for causing the existence of the said events or conditions if known, and a statement of the nature of the grievance and the redress sought by the aggrieved party.
- 3.2 If the events or conditions which allegedly constitute a grievance directly affect 25 percent or more of the employees in the negotiating unit, the Association may submit a grievance directly at Stage 2 of the grievance procedure.
- 3.3 Nothing contained in this Article shall be construed as limiting the right of any employee allegedly having a grievance to discuss the matter informally with any appropriate member of the Administration.
- 3.4 The existence of the grievance procedure hereby established shall not be deemed to require any employee to pursue the remedies here provided.
- 3.5 The aggrieved party may be represented at any step of the grievance procedure by a representative of the employee's choosing. However, the Association, if not chosen as the representative, shall have the right to have an observer present and to present the position of the Association at any phase of the procedure after 5.1(a), below.

Section 4. - Time Limits

- 4.1 No alleged grievance shall be entertained and will be deemed waived unless presented at the first available stage within fifteen (15) working days after the aggrieved party knew or should have known of the act or conditions on which the grievance is based.
- 4.2 If an aggrieved party fails to appeal an unsatisfactory disposition of this alleged grievance to the next step of the procedure within the specified time limit, the grievance will be deemed to be discontinued and further appeal shall be barred.
- 4.3 Failure at any step of the grievance procedure to communicate a decision to the aggrieved party within the time limits specified shall permit the lodging of an appeal at the next step of the procedure within the time which would have been allotted had the decision been communicated on the final day.
- 4.4 The time limits provided may be extended by mutual agreement in writing between the aggrieved party and the Superintendent.

Section 5. - Grievance and Review

- 5.1 Step 1: Immediate Supervisor
 - a. Any employee covered by this Agreement having an alleged grievance shall discuss the alleged grievance first with the employee's immediate supervisor with the objective of resolving the matter informally within the time limits set forth in Section 4 above.

- b. If the grievance is not resolved informally, it shall be reduced to writing on the approved form and presented to the supervisor within two (2) working days after the discussion at 5.1 (a) above. Within two (2) working days after the written grievance is presented to him/her, the supervisor shall render a decision thereon, in writing, and present said answer to the aggrieved party.

5.2 Step 2: Superintendent or Designee

- a. If the grievance is not satisfactorily resolved in Step 1 above and if the aggrieved party wishes to proceed further under this grievance procedure, said aggrieved party shall, within five (5) working days after the time limits set forth at Step 1 above, present the written grievance and the supervisor's written answer, if any, to the Superintendent.
- b. Within five (5) working days after the written grievance and written answer, if any, is presented to the Superintendent, the Superintendent or designee shall convene an informal conference with the aggrieved party and all parties in interest.
- c. Within fifteen (15) working days after the close of the conference the Superintendent or designee, shall present a written decision to the aggrieved party.

5.3 Step 3: Arbitration

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

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

- b. Within five (5) working days after such written notice of submission to arbitration the Association and the District will select an arbitrator from the approved list of arbitrators. Such list will consist of arbitrators who:
 - 1) are approved by both the District and Association.
 - 2) agree to work directly with the District and Association.
 - 3) agree to follow the rules and procedures of the American Arbitration Association.
 - 4) The list shall contain five (5) names. The District and Association may each remove one name, if desired, in August of each school year. The parties will add a replacement within thirty (30) days.
 - 5) If none of the arbitrators is able to be assigned, the parties shall mutually select another arbitrator. If the parties cannot agree, a list of seven (7) arbitrators shall be requested from the American Arbitration Association and the arbitrator shall be selected by alternately striking names.

- c. The arbitrator shall have no power to add to, subtract from, or modify any of the provisions of this Agreement and shall have only the power to interpret what the parties to the Agreement intended by the specific clause of the Agreement which is in issue. In the case of a grievance regarding use of the Health Fund Plan, the arbitrator's decision must be consistent with Internal Revenue Service regulations and guidelines.
- d. No decision of an arbitrator shall create the basis for retroactive adjustment in any other case.
- e. The arbitrator shall have no power to substitute his/her judgment for that of the Superintendent and shall have no power to overrule a decision of the Board unless the arbitrator actually determines that one or more of the express and specific terms or provisions of this Agreement has been violated.
- f. No arbitrator shall decide more than one grievance on the same hearing except by mutual agreement between the Association and the Superintendent.
- g. The decision of the arbitrator shall be final and binding upon the parties. The fees and expenses of the arbitrator and of the hearing room shall be borne equally by the Association and the Employer. All other expenses shall be borne by the party incurring them.
- h. It is understood and agreed that a grievance may proceed to arbitration only if the Association's Grievance Committee gives its prior approval.

Article 13 **Savings Clause**

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

Article 14 **Employer's Prerogatives**

Section 1.

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

Section 2.

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

Article 15
Procedure for Requesting
Reclassification of a Position

Section 1.

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

Section 2.

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

Section 3.

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

Section 4.

Upon receipt, the Chief Human Resources Administrator shall review the form and shall discuss the substance of the form with the employee's supervisor and the employee.

The Chief Human Resources Administrator shall record comments and analysis on the form and shall forward said form to the Superintendent within five (5) working days of receipt of form.

Section 5.

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

Section 6.

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

Section 7.

Upon receipt of the results of the Monroe County Civil Service Commission audit, a copy of which shall be sent to the President of the Association and to the employee(s) concerned, the Superintendent shall review the completed request for reclassification and shall make a determination as to whether the position shall be reclassified. The decision of the Superintendent shall be final. In the event that said position is not reclassified, the job description shall be that which was originally set for that position by the District.

Section 8.

Nothing contained in this Article shall be subject to the provisions of the Grievance Procedure, Article 13.

Article 16
Workers' Compensation

Section 1.

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

Section 2.

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

Section 3.

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

Section 4.

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

Article 17
Retirement

Section 1.

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

Section 2.

- a. Full-time employees who have been employed by the District in that status for at least ten (10) consecutive years immediately preceding retirement, and who retire when eligible under the New York State Retirement System, will receive 10 annual contributions as listed below which will be placed in the unit member's Health Care Fund as allowable by law.

10 - 14 years of full-time R-H service: \$4,000 for a Single plan and \$6,500 for a 2-Person or Family plan, whichever plan is selected annually

15 or more years of full-time R-H service: \$7,500 for any plan selected (no distinction between single and family plans)

Coalition

An employee who retires on or after July 1 and before March 1 shall have a prorated share of their Health Care Fund contribution, commensurate with the portion of the school year not worked, subtracted from the first retiree health care fund contribution. Subject to applicable law, the annual contribution will be placed in the retiree's health care fund in July. Accounts dormant in excess of two years will be closed and balances will revert to the District unless the retiree affirms their desire to keep the account open.

- b. The employee will remit to the District, in advance and through electronic deductions, the employee's share of the premium, if any, for the succeeding two (2) months. Such payment shall be submitted to the attention of the Chief Business Official. Failure to make said advance payment shall entitle the District to cancel the retiree's, or the spouse's, coverage. Following such cancellation the District shall be automatically and completely relieved from any further payments on behalf of that retiree and/or spouse. Receipts, if requested, will be forwarded on a quarterly basis.
- c. The District's obligations to provide contributions towards health insurance shall automatically cease ten years after the date of retirement. If the retiree dies before that date, and subject to the above, the District shall contribute its share of the premium on behalf of the surviving spouse, if any, for the annual rate for the single plan. Such contributions shall cease upon either the death of the surviving spouse or ten (10) years after the date of retirement of the retiree, whichever occurs first.
- d. Nothing contained in this Article shall prevent the District and the Association from negotiating a modification, abolition or replacement of the existing insurance coverage. Such negotiations shall be binding upon the retirees and spouses.
- e. Employees who meet the conditions in a minimum ten (10) years of full-time R-H service above and who retire before July 1, 2028, may receive a one-time payment of \$50,000, in exchange for ten (10) years of health insurance contribution at the time of retirement. In electing this option, effective July 1, 2008, the employee waives all rights to purchase health insurance in retirement through the District's group plan.

The maximum dollar amount allowed by law will be deposited into the unit member's 403(b) during the first year after retirement. All remaining funds will be deposited into the unit member's 403(b) during the second year after retirement if necessary.

Section 3.

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

- c. At age 65, the face value of the retiree's policy shall be reduced to \$5,000.00, and at age 70, coverage shall cease.
- d. If the employee elects to convert the term coverage to individual whole life, the District's obligation to pay premiums for the individual ceases.

Section 4.

An employee must notify the District of intent to retire thirty (30) days in advance of the effective date of such retirement.

Section 5.

For employees not members of the New York State Retirement System, these benefits are available only when the employee would have been eligible to retire under the rules of the New York State Retirement System.

Section 6.

Effective July 1, 2016, each employee who retires under the conditions specified in Section 2 shall be compensated for unused sick leave at a rate of \$40 daily, with the maximum payment not to exceed \$8,000.

Effective July 1, 2025, each employee who retires under the conditions specified in Section 2 shall be compensated for unused sick leave at a rate of \$80 daily, with the maximum payment not to exceed \$16,000.

Effective July 1, 2026, ASP unit members' personal leave days shall be eligible for the same payments as sick leave above.

An employee who retires after July 1 and before January 1 shall not receive an incentive payment for days accrued on July 1. No employee may receive the benefit of this article more than once in a career.

Article 18 **Vacancies and Transfer Policies**

Section 1.

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

Section 2.

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

Section 3.

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

Section 4.

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

Section 5.

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

Article 19
Child-Bearing / Child-Rearing Leave

Section 1.

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

Section 2.

- a. The child-bearing portion of this leave requires the employee to use her accumulated sick leave prior to applying for unpaid leave. The employee may elect to use her accumulated personal and/or vacation leave time during the disability period.
- b. The employee may elect to use accumulated personal and/or vacation leave time for a child-rearing leave of absence, including the adoption of a child who is under compulsory school age.
- c. Requests for unpaid leave shall be directed to the Superintendent or designee. Except in emergency situations, requests for such leave shall be submitted at least one (1) month in advance of the requested commencement date for such leave. All such requests shall be in writing, setting forth the dates on which such leave would occur if approved.
- d. The total request for child-bearing and child-rearing leave may not exceed two (2) years and is subject to the discretion of the Board of Education in accordance with applicable laws.

Section 3.

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

Section 4.

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

Article 20 **Just Cause**

Section 1.

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

A non-probationary employee who has been employed in a full-time position for five (5) consecutive years, but does not enjoy the protection of Section 75, shall be entitled to the same process outlined above unless the District follows the following procedures:

1. Verbal counsel by Supervisor
2. Written counsel by Supervisor
3. Written counsel by District
4. The above for any or all offenses occurring over an eighteen [18] month period, with the District following said procedures, the employee does not enjoy the protection of Section 75 and may be disciplined by the District up to, and including, discharge.

Section 2.

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

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

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

Article 21

Travel Allowance

Section 1.

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

Section 2.

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

Section 3.

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

Section 4.

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

Article 22

Continuing Education

Section 1.

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

- a. The desired course must be available.
- b. The employee must secure the written approval of the immediate supervisor indicating that the course is job related; and
- c. The written approval of the Coordinator of Continuing Education and the Chief Human Resources Administrator must be secured prior to commencement of the course.

Section 2.

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

Article 23

New Employees

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

Coalition

Article 24
Retirement Plan and Social Security

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

Article 25
Employee Assistance Program

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

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

Article 26
Safety Committee

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

Article 27
Payroll Deductions

Section 1.

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

Section 2.

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

Section 3.

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

Article 28

Duration

Section 1.

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

Section 2.

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

Section 3.

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

Section 4.

The provisions of this Agreement, except as otherwise provided herein, shall become effective as of July 1, 2025, and shall continue in full force and effect through and including June 30, 2028.

Article 29

Sick Leave Reserve

Section 1.

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

Section 2.

If the sick leave reserve falls below one hundred fifty (150) days during the year, members will be asked to voluntarily contribute an additional day. This will occur no more than one time per year (September 1 through August 31). Unused days will be carried over into the next participation year. If there are more than three hundred (300) days in the sick leave reserve at the beginning of a participation year, membership will continue without additional contributions. New members will be required, however, to donate one day. New employees must contribute within thirty (30) days of employment to become members of the sick leave reserve during their first year of employment. Employees may elect to donate one (1) of their accumulated sick leave days to the sick leave reserve once each school year

in September. Employees eligible for the retirement incentive, as defined in Article 18/Section 6, may elect to donate one (1) of their accumulated sick leave days to the sick leave reserve.

Section 3.

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

- a. The employee has a long-term illness or injury, defined as an illness or injury which is expected to incapacitate him/her for an extended period of time, requiring absence from work for a minimum of forty (40) weekdays during their normal workyear. Only one waiting period is required per specific medical condition.
- b. The employee has exhausted all accumulated sick leave and personal leave time, and all but five (5) days of any accumulated vacation time.
- c. The employee has applied for sick leave extension under the applicable appendix of the contract and has used the full amount authorized by the Board of Education.
- d. The employee is not receiving, or pending immediate receipt of, Worker's Compensation benefits.
- e. The employee submits written verification of his or her medical condition from a physician, including an anticipated date of return to work.
- f. The employee submits a written request to withdraw days to the Chief Human Resources Administrator.
- g. No employee will be permitted to withdraw in excess of forty-five (45) days for the same medical incident. A medical incident shall be defined as the time period when a medical condition occurs that prevents a unit member from working, ending upon the unit member's return to work.
- h. Sick leave will be withdrawn in daily increments only, beginning on the 41st day of absence or when all sick leave is exhausted, whichever is later. If sick leave is exhausted before the 41st day, sick leave reserve will be retroactive to the last day paid.
- i. Employees can draw days out in increments equal to the length of their regular workday at the time they commenced their leave. Such benefit will be received during the calendar months of the workyear for which they were employed at the time they commenced the leave.

Article 30 **Promotions**

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

Article 31
Tuition Reimbursement

The District will reimburse an employee 100% of the cost of tuition upon successful completion of any job-related accredited college course to an annual (calendar year) maximum of \$5,200 per employee with the prior approval of the employee's supervisor and the chief Human Resources officer. Members who receive tuition reimbursement beginning January 1, 2026, and voluntarily leave within the 12-month period after completing the course, will reimburse the district for all costs associated with the course. If the employee should voluntarily leave after the 12-month period after completing the course but prior to 24 months after completing the course, the employee will reimburse the district 50% of all costs associated with this course.

<p style="text-align: center;"><u>APPENDIX A</u> <u>PARAPROFESSIONALS CHAPTER</u></p>

Article 1
Hours of Work

Section 1. - Workyear

The workyear for all regular full-time and regular part-time employees shall be the days students are in attendance, any days the teachers are required to work prior to the first day of student attendance, plus any additional days as required by this Agreement. The Employer may designate additional workdays during the fiscal year for specific Chapter members based on the operational needs of the District. Effective as of the 2026-2027 school year, one additional conference day shall be added to the work year on Monday or Tuesday before Thanksgiving. Such date shall be noted in the annual school district calendar.

The workyear for the Athletic Trainer shall be 1,500 hours, to be assigned as needed by the Director of Physical Education/Athletics, and shall include work outside the student attendance calendar. The hours for any given year shall be calculated from July 1 through June 30. If the Athletic Trainer is to exceed 1,500 hours in a workyear, the additional work hours must be approved by the chief Human Resources officer or designee.

Section 2. - Workweek

The normal workweek for each regular full-time and regular part-time employee shall consist of five (5) consecutive workdays, within seven (7) consecutive calendar days, which five (5) workdays shall be determined for each employee at the sole discretion of the Employer and which days may be changed, for any or all of the employees, at the sole discretion of the Employer. The normal workweek for the Athletic Trainer shall be 37.5 hours, and will encompass work during student attendance days and non-attendance days, as needed, including weekends.

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

Section 3. - Workday

The normal workday for a regular full-time employee shall consist of at least six (6) consecutive hours exclusive of a one-half (½) hour per day unpaid meal period.

The normal workday for the regular part-time employees and the part-time employees shall be determined at the sole discretion of the Employer. The Employer may in its discretion change the workday of any such employee to meet the needs of the District. For the purposes of paid days off (personal days, sick days, bereavement, jury duty, etc.), the part-time employee's workday shall be calculated by dividing the employee's regular weekly work hours by five (5).

Section 4.

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

Article 2
Physical Examinations

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

Article 3
Sick Leave

Section 1.

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

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

Section 2.

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

Section 3.

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

Section 4.

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

Section 5.

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

Section 6.

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

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

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

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

Section 7.

In the event of the death of an actively employed unit member, unused sick leave will be paid out at the rate of \$50.00 per day, with the maximum payment not to exceed \$10,000. This payment will be made to the estate of the deceased employee.

Article 4
Personal Leave

Section 1.

Regular full-time employees only shall be entitled to a paid leave of absence not to exceed two (2) days for personal business which personal business cannot be taken care of outside that employee's regularly scheduled working hours. For regular part-time employees, this paid leave of absence shall be one (1) day per year.

Such leave may not be used on the day before or the day after a school recess or holiday, except with the prior approval of the Human Resources department. Such days may not be used to extend personal pleasure holidays.

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

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

Section 2.

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

Section 3.

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

Section 4.

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

Section 5.

Abuse of any section(s) of this Article may subject the employee to disciplinary action.

Section 6.

Unused personal leave at the end of the year shall be added to sick leave accumulation.

Section 7.

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

Article 5 **Holidays**

Section 1.

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

Each regular part-time and part-time employee will be entitled to three (3) holidays with pay per year. (Selected) Accompanists will be entitled to three (3) holidays with pay per year based on a five (5) hour day.

Section 2.

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

Section 3.

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

Section 4.

The Athletic Trainer may be assigned to work on a designated holiday and will receive their normal hourly rate. If assigned to work a designated holiday, the Athletic Trainer may select another day off with pay, subject to the supervisor's approval.

Article 6 **General Provisions**

Section 1. - Regular Full-Time Employees

For purposes of this unit, "regular full-time employee(s)" shall mean those employees who have a regularly scheduled workweek of thirty (30) or more hours, exclusive of a one-half hour (½) per day unpaid lunch period and are employed for a minimum of thirty (30) consecutive weeks.

Section 2. - Regular Part-Time Employees

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

Section 3. - Part-Time Employees

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

Section 4.

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

Section 5.

Agreements for the payment of overtime and/or premium rates, contained in this Agreement, are not to be construed to require a duplication of overtime wage payment, involving the same hours of work

There shall be no pyramiding of overtime and/or premium pay for any reason whatsoever.

Section 6.

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

Section 7.

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

Article 7 **Wages**

Section 1. - Overtime Pay

Any employee who works more than forty (40) hours in any workweek shall be paid at the rate of one and one-half (1-½) times the employee's regular hourly rate for each such overtime hour which was approved in advance and which was actually worked. Personal leave, holiday leave, bereavement leave, sick leave, jury duty leave, and weather emergency hours, if granted pursuant to the terms of this Agreement, may be treated as working hours only in determining if an employee has worked forty (40) hours during the workweek.

Section 2.

Effective on the dates specified, all employees shall receive a wage increase as follows:

July 1, 2025	\$0.12 per year of service + \$1.25 per hour + 3.0% Teaching Assistants, Youth Assistants, and Sentry shall receive an additional \$0.50 per hour
July 1, 2026	\$1.00 + 4.0%
July 1, 2027	\$1.00 + 4.0%

Section 3. - Minimum/maximum wage rates:

All employees hired on or after July 1, 1995, will be subject to the maximum wage rates as listed below:

	<u>July 1, 2025</u>
School Aide	\$16.00 - \$26.66
Teacher Aide	\$18.00 - \$28.00
Youth Assistant	\$21.50 - \$31.62
Teaching Assistant	\$21.50 - \$31.62
Technology Teaching Assistant	\$22.50 - \$35.45
Crisis Support Teacher Aide	\$25.00 - \$36.50
Sentry I	\$26.00 - \$41.57
Accompanist	\$26.00 - \$41.57
Athletic Trainer	\$26.00 - \$41.57

No employee's salary shall be reduced as a result of a lack of a successor Agreement.

The minimum wage rates will be applied to the hourly wage after the salary adjustments in Section 2 are calculated.

Section 4.

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

- a. Payment will be made in one lump sum in the last paycheck in June or last paycheck upon retirement but shall not be used as part of the employees' annual salary calculations.
- b. Eligibility for longevity awards shall begin from the employment anniversary date. If the anniversary date of employment does not coincide with the beginning of the District's fiscal year when an employee is first eligible to receive a longevity award, it shall be pro-rated for that workyear.
- c. Eligible employees shall receive the longevity award each year of the contract.
- d. Longevity Schedule:

More than 10 yrs. to 15 yrs. of service	-	\$125
More than 15 yrs. to 20 yrs. of service	-	\$225
More than 20 yrs. of service	-	\$325
- e. For longevity purposes only, paraprofessionals who previously worked as a paraprofessional for the District, resigned, and returned to work as a paraprofessional within one (1) year of that resignation, shall be credited with their prior years of service. No more than one such break in service will be considered.

Section 5.

A Teacher Aide who is regularly and specifically assigned to the personal care of an individual student, as defined below, shall receive a 25% differential in the employee's base hourly rate. This differential shall not be less than \$4.00 per hour. This differential shall only apply to care which includes specialized physical care, toileting, restraint, other closely related activity requiring significant physical contact with the student or physical exertion, or when assigned to a special class program that supports challenging student behavior needs. When other Paraprofessionals are assigned as substitutes during the absence of the designated Teacher Aide, that Paraprofessional shall receive an additional \$4.00 per hour for up to five (5) consecutive school days. If the assignment continues beyond five (5) consecutive school days, the Paraprofessional shall receive a 25% differential in the employee's base hourly rate.

Any unit member assigned to perform additional duties based on specialized skills (i.e. translating), shall receive an additional \$4.00 while performing these duties with prior approval from administration.

Section 6.

Payment will be made by direct deposit and on a semi-monthly or bi-weekly basis. Employee hours worked shall be recorded by electronic or manual timekeeping systems.

Section 7.

When school aides are assigned as substitutes for a teacher aide, that school aide will receive an additional \$2.00 per hour from the start of the assignment. Employees will not be assigned in a manner intended to avoid the obligations of this section.

Article 8
Seniority, Layoff and Recall

Section 1.

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

Section 2.

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

A Teaching Assistant to be laid off under this section may displace the least senior full-time Teacher Aide if he/she previously held that title in the District and if he/she has more seniority than such employee. The Teaching Assistant shall retain recall rights per NYS Education Law.

Section 3.

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

Section 4.

A Teacher Aide assigned specifically to assist with the educational needs of an individual student will be excepted from the previous sections of this article under specific circumstances. When such an Aide loses their assignment as a result of the removal of the Aide from the student's educational plan or

because the student is no longer registered in the school district, seniority rights under this article will take effect on the next June 30. In the interim, that employee will have priority to substitute as a paraprofessional at the rate of pay received while fully employed.

Article 9 **Training Program**

Section 1.

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

Section 2.

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

Section 3.

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

Article 10 **Definitions**

Section 1. - Teacher Aide

An individual under the direct supervision of a certified teacher who directly assists the certified teacher with various classroom related activities such as monitoring, recognizing and reporting students' needs, maintaining control of students, organizing materials and keeping records of students in the classroom.

Section 2. - School Aide

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

Section 3. - Youth Assistant

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

Section 4. - Teaching Assistant

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

Section 5 – (Selected) Accompanist

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

Section 6 – Athletic Trainer

An athletic trainer, under the general supervision of the Director of Physical Education/Athletics, provides students and school personnel with advice and services on physical conditioning programs, training methods, screening procedures, injury prevention, and the use of safety equipment for sports participation.

Section 7 – School Sentry I

A supervisory security position responsible for maintaining order and providing protection to students, faculty and support service personnel within the school and on school property. This position is also responsible for assigning and monitoring the day-to-day activities of the youth assistants. This is a competitive Civil Service title. The school sentry I work is performed under the direct supervision of the school principal or other administrator. This District may continue to require specific clothing (a vest-type garment provided by the District in consultation with chapter President), training, security guard registration, and motor vehicle driving requirement for the School Sentry I.

Section 8 – Crisis Support Teacher Aide

An individual under the direct supervision of the school principal or other administrator who is responsible for providing direct intervention and support to students exhibiting emotional or behavioral crises. The crisis teacher aide also performs the teacher aide duties as outlined in Section 1 - Teacher Aide.

Article 11
Emergency Closings

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

Article 12 **Work Breaks**

Section 1.

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

Section 2.

Each regular part-time employee shall be entitled to a ten (10) minute work break during the regularly scheduled workday.

Section 3.

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

Article 13 **In-Service**

Section 1.

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

Section 2.

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

Article 14 **Assignments**

Section 1.

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

Section 2.

If a teaching assistant is assigned to cover a classroom when a teacher is absent for at least 3 consecutive hours, that teaching assistant will supervise the classroom in a substitute teaching capacity, and will be compensated an additional \$4.00 per hour above their regular hourly rate for all hours spent substitute teaching.

Section 3.

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

Article 15
Event Supervision

Subject to District discretion, paraprofessionals may be used to supervise events (including parking lots) at one and one-half times their regular hourly rate of pay. A supervised "event" is defined as a pre-planned, scheduled school activity that occurs outside of the employee's regular scheduled work hours. Employees shall be paid for a minimum of one (1) hour for any event that takes place to which they are assigned and report; beyond that minimum of one (1) hour, employees shall be paid only for the time actually worked. If an event is cancelled and the District fails to notify the employee of the cancellation at least 15 minutes prior to the employee's scheduled start time, the employee will be paid for a minimum one (1) hour. The employee also will be paid for any additional time that they worked supervising the venue if they stayed beyond one hour at the District's request. If the employee is notified of the event cancellation at least 15 minutes prior to the employee's scheduled start time, the employee shall not be paid at all for the event. This article shall not apply to the Athletic Trainer.

<p style="text-align: center;"><u>APPENDIX B</u> <u>BUS DRIVERS and MONITORS CHAPTER</u></p>
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Article 1
Hours of Work

Section 1. - Workweek

The normal workweek for full-time employees shall consist of five (5) consecutive days.

Section 2. - Workday

The normal workday for full-time employees shall consist of six (6) hours or more of work, at least 2½ hours of which will be in the morning and at least 2½ hours of which will be in the afternoon.

Section 3.

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

Section 4.

Effective during the 2026-2027 school year, the District shall schedule a minimum of 4 hours of training for all employees on Conference Days. A combination of voluntary and mandatory training may be scheduled during Conference Days.

Article 2
Physical Examinations

Section 1.

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

Section 2.

All bus drivers shall meet all the regulations prescribed by the Commissioner of Education, Vehicle and Traffic Law, regulations of the Commissioner of Motor Vehicles.

Section 3.

All bus drivers' appointments shall be yearly in accordance with above, as well as the driver's yearly performance in the District.

Section 4.

A driver who is required by the District to take any physical examination or medical test shall be paid at the regular rate of pay for such examination or test. When the examination is not scheduled

contiguous to a work shift, one hour of pay is guaranteed. When the examination is scheduled during a regular driving assignment, the driver will be paid for the length of the regular assignment.

Section 5.

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

Section 6.

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

Article 3
Sick Leave

Section 1.

Full-time employees who have a regular assignment of 30 hours or more shall accrue annual sick leave at the rate of 10 times the number of hours that employee is regularly scheduled per day. Such leave may be accumulated to a maximum of 1,500 hours. Part-time employees shall accrue annual sick leave at the rate of four times the number of hours the employee is regularly scheduled per day. Such leave may be accumulated to a maximum of one hundred-fifty hours. If an employee's schedule is changed during the course of the school year, that employee's annual sick leave accrual will be pro-rated accordingly.

An employee reverting from full-time to part-time would retain accumulated sick leave.

Section 2.

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

Section 3.

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

Section 4.

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

Section 5.

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

1. Prolonged illness over 5 days;
2. Any hospitalization, or any out-patient surgical procedure wherever performed;
3. Injury that required medical attention; must have their doctor's report approved by Rush-Henrietta Central School physician. This report must include the following:
 - a. Nature of the illness.
 - b. What medication was used.
 - c. Whether the patient is or is not still on any medication.
 - d. If on medication - how much and how it must be taken.
 - e. Advisability of patient driving school bus at that time.

Section 6.

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

Section 7.

All employees shall notify the Director of Transportation as soon as practicable after said employee knows that he/she will be taking sick leave.

Section 8.

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

Section 9.

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

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

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

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

Section 10.

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

Section 11.

In the event of the death of an actively employed unit member, unused sick leave will be paid out at the rate of \$50.00 per day, with the maximum payment not to exceed \$10,000. This payment will be made to the estate of the deceased employee.

Article 4 **Personal Leave**

Section 1.

Full-time employees only shall be entitled to a paid leave of absence not to exceed two (2) days for personal business which personal business cannot be taken care of outside that employee's regularly scheduled working hours. For regular part-time employees, this paid leave of absence shall be one (1) day per year.

Such leave may not be used on the day before or the day after a school recess or holiday, except with the prior approval of the Human Resources department. Such days may not be used to extend personal pleasure holidays.

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

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

Section 2.

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

Section 3.

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

Section 4.

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

Section 5.

Abuse of any section(s) of this Article may subject the employee to disciplinary action.

Section 6.

Unused personal leave at the end of the year shall be added to sick leave accumulation.

Section 7.

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

Article 5
Holidays

Section 1.

Each full-time employee shall be eligible for holiday pay from the date that he/she is appointed by the District as a full-time employee. Such employee shall receive nine (9) days to be determined in accordance with the school calendar.

Each regularly-scheduled part-time employee will be entitled to three (3) holidays with pay per year.

Section 2.

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

Section 3.

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

Article 6 **General Provisions – Definitions**

Section 1. - Full-Time Employee

For purposes of this unit, “full-time employee(s)” shall mean the employees who have a regularly scheduled workweek of 30 or more hours, 182 days or more per year.

Section 2. - Part-Time Employee

For purposes of this unit, “part-time employee(s)” shall mean those employees who work less than 30 hours per week on a regularly scheduled assignment. For the purposes of paid days off (personal days, sick days, bereavement, jury duty, etc.), the employee’s workday shall be calculated by dividing the employee’s regular weekly work hours by five (5).

Section 3. - Full-Time Monitor Definition

A position responsible for assisting students to safely embark and disembark from a school bus, assisting the bus driver with student behavior and maintaining order on the bus, and attending to the needs of students with disabilities.

Section 4. - Benefits

Only full-time employees shall be eligible for the benefits set forth in this Agreement unless a contractual provision specifically states that part-time employees shall be eligible. Employees who were working less than 6 hours per day as of June 30, 2018, will continue to receive benefits as long as they work a minimum of five (5) hours per day.

Section 5. - Assignments

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

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

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

A shuttle is excluded from the process specified herein.

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

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

Section 6. - “Workday”

For purposes of this unit, “workday” shall mean the number of hours the employee is regularly scheduled to work per day.

Section 7. - Extra Trips

Substitute drivers will be considered for extra trips only when:

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

Section 8. - Run Time Guarantees

Each full-time bus driver is guaranteed the following:

- a. 2 ½ hours pay for each morning and each afternoon run
- b. 1 hour pay for a mid-day, exam schedule, or early dismissal run
- c. 2 hours pay if a trip is cancelled after the bus driver has arrived.

Section 9. – Summer Rates

A driver or monitor who is assigned to a summer route shall receive a differential added to the driver's or monitor's regular hourly rate of pay. The differential is equal to 3.4% of the driver's or monitor's regular hourly rate of pay.

Article 7 **Wages**

Section 1. - Overtime

Any employee who works more than forty (40) hours in any workweek shall be paid at the rate of one and one-half (1-½) times the employee's regular rate for each such overtime hour which was actually worked. Personal leave, holiday leave, bereavement leave, sick leave, jury duty leave, and weather emergency hours, if granted pursuant to the terms of this Agreement, shall be treated as working hours only in determining if an employee has worked forty (40) hours during the workweek. Time taken for unauthorized leave shall not be credited as time worked.

Section 2.

Effective on the dates specified, all employees shall receive a wage increase as follows:

July 1, 2025	\$0.12 per year of service + \$1.75 per hour + 3.0%
	Split Shift Drivers and Monitors shall receive an additional \$0.50 per hour
July 1, 2026	\$1.00 + 4.0%
July 1, 2027	\$1.00 + 4.0%

Section 3.

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

	<u>July 1, 2025</u>
Bus Monitor	\$18.00 - \$27.10
Bus Driver	\$24.00 - \$46.48

No employee's salary shall be reduced as a result of a lack of a successor Agreement.

The minimum wage rates will be applied to the hourly wage after the salary adjustments in Section 2 are calculated.

The District shall have sole discretion to determine the pay rate of newly hired employees, and such pay rate may fall anywhere between the established minimum and maximum wage rates.

Section 4. - Longevity

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

- a. Payment will be made in one lump sum in the last paycheck in June or last paycheck upon retirement but shall not be used as part of the employees' annual salary calculations.
- b. Eligibility for longevity awards shall begin from the employment anniversary date. If the anniversary date of employment does not coincide with the beginning of the District's fiscal year when an employee is first eligible to receive a longevity award it shall be pro-rated for that workyear.
- c. Eligible employees shall receive the longevity award each year of the contract.

<u>Longevity Schedule</u>		
More than 10 yrs. to 15 yrs. of service	-	\$180.00
More than 15 yrs. to 20 yrs. of service	-	\$280.00
More than 20 yrs. of service	-	\$380.00

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

Section 5. - Training

Qualified bus drivers who are assigned by the Director of Transportation to provide training to new or pre-service bus drivers, or refresher training to any drivers, will be compensated an additional \$1.50 per hour above their regular hourly rate for all hours spent providing training.

Qualified monitors who are assigned by the Director of Transportation to provide training to new or pre-service monitors, or refresher training to any monitors or drivers, will be compensated an additional \$1.00 per hour above their regular hourly rate for all hours spent providing training.

Section 6.

Payment will be made by direct deposit and on a semi-monthly or bi-weekly basis. Employee hours worked shall be recorded by electronic or manual timekeeping systems.

Section 7.

A Monitor who is regularly assigned to routes requiring specialized care shall receive an additional \$2.00 per hour. This rate shall not be subject to the maximum wage rates. This differential shall only apply to care requiring significant physical contact with the student or physical exertion. Examples of this care include, but are not limited to, ongoing use of restraint seats/devices (harness, Star seat, etc), loading/securing of wheelchairs, recurring cleaning of bodily fluids, and managing continuing aggressive behavior. Assignment of bus monitors to these routes shall be at the sole discretion of the District. The District shall determine which duties are considered "specialized care." If a bus monitor is no longer assigned to a route requiring specialized care, whether voluntarily or involuntarily, the differential will be removed from the monitor's pay rate. When another full-time or part-time bus monitor is assigned to fill in during the absence of the designated specialized care monitor, that monitor shall receive an additional \$2.00 per hour to cover a regular AM or PM run.

Article 8
Layoffs

Section 1.

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

Section 2.

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

Section 3.

If the layoffs extend beyond the part-time employees, full-time employees shall be laid off in reverse order of seniority on a merged seniority basis.

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

Section 4.

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

Section 5.

Full-time employees will be recalled to part-time positions before the recall of part-time employees, provided that if the full-time employee rejects this recall that employee can be recalled only to a full-time position.

Section 6.

An employee's recall rights expire four (4) calendar years after the date of layoff or if the employee rejects an offer of recall, whichever occurs first.

Section 7.

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

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

Article 9
Emergency Closings

Section 1.

Employees who are directed not to report to work before the beginning of the school day will be compensated for the days lost as a result of an emergency. If additional school days are scheduled as a result of school days cancelled due to an emergency, employees who were paid for days on which they did not work during an emergency shall be expected to work the additionally scheduled days without further compensation to a maximum of two days. If any such employee fails to work, that person's pay will be reduced accordingly.

Section 2.

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

Section 3.

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

Article 10
Release Time

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

Article 11
Fingerprinting

The District will reimburse the cost of state-mandated finger-printing of all employees within six months of work.

Article 12
License Fees

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

Article 13
Third-Party Companies

Section 1.

The Association agrees to the District's use of bus drivers from contract transportation companies who will drive District owned large buses. Contracted bus drivers will only be assigned routes once District employees have been given the opportunity to select their runs.

Section 2.

The contracted bus drivers will not be considered to be employees of the District, nor will they be entitled to any District compensation or benefits.

Section 3.

The Association agrees to the District's use of contract transportation companies to provide transportation services (driver and small bus) to R-H students who are part of a run with up to eight (8) students when the route cannot be assigned to an existing driver. A contract company may be used when there are more than eight (8) students if they are temporarily displaced and residing outside of the District.

Section 4.

The number of drivers from contract transportation companies shall not exceed 10% of the total number of District bus driver positions.

Section 5.

The District determines which companies will be given transportation contracts.

APPENDIX C

ADMINISTRATIVE SUPPORT PROFESSIONALS CHAPTER

Article 1

Personal Leave Days

Section 1.

Language governing accrued sick and personal leave time from July 1, 2025-June 30, 2026 will be aligned with the 2021-2025 Coalition Collective Bargaining Agreement.

Section 2.

Effective July 1, 2026, each full time 52-week employee will receive fifteen (15) personal leave days, each full time 43-week employee will receive thirteen (13) personal leave days, and each part time employee will receive five (5) personal leave days. This leave shall be used for illness of the unit member; illness or personal needs in the immediate family as defined in Coalition Article 11, Section 2; and personal business. Personal business is defined by both parties as an event scheduled outside of the member's control or business that cannot be done outside of the regular workday. Personal days are not intended as personal recreation or vacation days.

Each 52-week clerical employee may accumulate up to two hundred and seventy-five (275) days. Each 43-week clerical employee may accumulate up to two hundred (200) days. Each regular part-time employee may accumulate up to one hundred (100) days.

Such leave, unless used for personal or family illness, may not be used on the day before or after a school holiday (or holiday weekend), school recess or summer vacation, or for more than two (2) consecutive days except with the prior approval of the chief Human Resources officer, or designee. The list below provides approved reasons for personal leave days. This list is not meant to be inclusive of all reasons that would be approved by the Chief Human Resources officer.

- A. formal legal proceedings
- B. ceremonies: graduation of unit member, spouse, or child; participant in a wedding ceremony; attending a wedding in the immediate family (as defined in Article 11, Section 2)
- C. observance of religious holidays or participation in religious ceremonies
- D. education: required educational examinations; attending educational visits by parents to colleges;
- E. professional advancement
- F. honors and awards: ceremonies involving the unit member or immediate family
- G. handling home emergencies
- H. assisting a parent or other dependent with care, legal matters, housing arrangements
- I. attending parent conferences or other meetings for school-age children
- J. funeral service for someone not included in Article 11

As stated above, two (2) consecutive days may be taken without giving the reason for personal business. Up to one (1) additional day shall be granted, upon request, by the chief Human Resources officer, or designee. In total, no more than three (3) consecutive personal leave days can be used for each personal business situation.

Except for personal or family illness, or other emergency circumstances, the employee shall give at least two [2] school days' advance notice in writing when requesting a personal leave day.

Section 3.

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

Section 4.

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

Section 5.

Abuse of any section(s) of this Article may subject the employee to disciplinary action.

Section 6.

Unused personal leave at the end of the year shall be added to personal leave day accumulation.

Section 7.

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

Section 8.

The Superintendent may request a doctor's note if the personal leave taken exceeds five (5) consecutive days or occurs on the day immediately preceding or following a holiday recess. Health and life insurance benefits will continue at District expense for three (3) months after exhaustion of paid leave inclusive of a maximum of 12 months of Workers' Compensation benefits. After this period an employee placed on an unpaid medical leave of absence may continue membership at personal expense, in the District's health and life insurance program. The employee shall make arrangements through the District Business Office for payment of the premiums. If an employee has exhausted all accumulated paid accruals as stated above, the employee must request an unpaid medical leave of absence.

Section 9.

In the event of the death of an actively employed unit member, unused sick leave will be paid out at the rate of \$50.00 per day, with the maximum payment not to exceed \$10,000. This payment will be made to the estate of the deceased employee.

Article 2 Vacations

Section 1.

- a. Effective through June 30, 2026, each 52-week employee shall earn paid vacation time according to the following schedule:

<u>Years of Service</u>	<u>Vacation Days Per Fiscal Year</u>
• Completion of first through and including fifth year of continuous employment	10 working days
• Completion of fifth through and including tenth year of continuous employment	15 working days
• Completion of tenth year of continuous employment	20 working days
• Completion of fifteenth year of continuous employment	25 working days

- b. Effective July 1, 2026, each 52-week employee shall earn paid vacation time according to the following schedule:

<u>Years of Service</u>	<u>Vacation Days Per Fiscal Year</u>
• Completion of first through and including fifth year of continuous employment	15 working days
• Completion of fifth through and including tenth year of continuous employment	18 working days
• Completion of tenth year of continuous employment	22 working days
• Completion of fifteenth year of continuous employment	25 working days

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

Section 2.

Effective through June 30, 2026, during the first year of employment by the District, vacation earnings, (10 working days), calculated as of June 30, shall be pro-rated as follows:

Date of Placement on Payroll	Vacation Allotment
July	100%
August	90%
September	80%
October	70%
November	60%
December	50%
January	40%
February	30%
March	20%
April	10%
May	10%
June	10%

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

Effective July 1, 2026, during the first year of employment by the District, vacation with pay will be as follows:

- Employees hired July 1 through September 30 will receive ten (10) vacation days.*
- Employees hired October 1 through December 31 will receive seven (7) vacation days.*
- Employees hired January 1 through March 31 will receive five (5) vacation days.*
- Employees hired April 1 through June 30 will not receive vacation until July 1.

*Employees hired July 1 through March 31 must be employed with the District for at least 30 days to be eligible to use vacation days.

All employees in the first year of employment will be eligible for vacation pay under the terms of Section 1(a) beginning on the July 1 that follows their hiring date.

Section 3.

Earned vacation time will be paid at the employee's regular salary.

Section 4.

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

Section 5.

There shall be carryover of a maximum of ten (10) vacation days from year to year. In June each employee shall have the opportunity to request compensation for up to four (4) unused vacation days per year at their current hourly rate.

Section 6.

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

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

Section 7.

52-week Part-time unit members will receive five (5) paid vacation days per year.

Article 3
Workweek - Workyear

Section 1.

The normal workweek for 52-week and 43-week employees shall be 37½ hours. The Help Desk Manager and Computerized Publishing Coordinator workweek shall be forty (40) hours. When the District agrees to a unit member's request for reduced work hours during July and August, unit members will be paid for actual hours worked.

Section 2.

The employment year for regular full-time 52-week employees shall consist of two hundred and sixty-one or two hundred and sixty-two (261-262) days designated by the school calendar in any given school year.

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

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

Section 3.

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

Article 4
Overtime

Section 1.

Any clerical employee who works more than thirty-seven and one-half (37½) hours but not more than forty (40) hours in a workweek shall be compensated on the basis of straight time pay for the additional hours worked.

Section 2.

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

Article 5
Breaks**Section 1.**

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

Section 2.

Each part-time employee shall be entitled to a ten (10) minute work break during the regularly scheduled workday.

Section 3.

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

Article 6
Promotions**Section 1.**

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

Section 2.

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

Section 3.

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

Article 7 Emergency Closings

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

Article 8 Wages

Section 1.

Effective on the dates specified, all employees shall receive a wage increase as follows:

July 1, 2025	\$0.12 per year of service + \$1.25 per hour + 3.0%
July 1, 2026	\$1.00 + 4.0%
July 1, 2027	\$1.00 + 4.0%

Section 2.

- a. Minimum and maximum hourly wage rates for 52- and 43-week clerical employee categories are listed below. All employees hired on or after July 1, 1995, will be subject to maximum wage rates as listed below. Effective July 1, 2025, the minimum and maximum rates are as follows:

<u>Title</u>	<u>July 1, 2025</u>
Secretary I	\$25.00 - \$42.72
Senior Office Account Clerk	\$25.00 - \$38.97
Payroll Clerk	\$24.00 - \$36.70
Office Account Clerk	\$24.00 - \$36.70
Data Analyst	\$24.00 - \$36.70
HR/Personnel Clerk	\$24.00 - \$36.70
Senior School Secretary	\$22.00 - \$35.80
Clerk I	\$22.00 - \$35.80
School Secretary	\$20.00 - \$35.71
Assistant Payroll Clerk	\$19.40 - \$35.00

App. C - ASP

Office Clerk II	\$19.40 - \$35.00
Secretary II	\$19.40 - \$35.00
Office Clerk III	\$17.60 - \$34.88
Secretary III	\$17.60 - \$34.88
Senior Library Clerk	\$17.60 - \$34.88
Account Clerk	\$17.60 - \$34.88
Telephone Operator	\$17.60 - \$34.88
Health Aide	\$16.00 - \$30.42
Office Clerk IV	\$16.00 - \$30.42
Continuing Education Assistant	\$16.00 - \$30.42
Duplicating Machine Operator	\$16.00 - \$30.42

- b. Minimum and maximum hourly wage rates for other administrative support positions are listed below. All employees hired on or after July 1, 1995, will be subject to maximum wage rates as listed below. Effective July 1, 2025, the minimum and maximum rates are as follows:

<u>Title</u>	<u>July 1, 2025</u>
Senior Network Technician*	\$30.00 - \$59.00
Audio-Visual Assistant	\$29.00 - \$57.55
Senior Information Specialist	\$29.00 - \$57.55
Continuing Education Coordinator	\$29.00 - \$57.55
Payroll Supervisor	\$29.00 - \$57.55
Technology Acquisition Coordinator	\$29.00 - \$57.55
Benefits Specialist	\$27.00 - \$50.42
Computer Application Specialist	\$27.00 - \$50.42
Computerized Publishing Coordinator	\$27.00 - \$50.42
Career Internship Coordinator	\$27.00 - \$50.42
Help Desk Manager	\$27.00 - \$50.42
Microcomputer Support Technician	\$27.00 - \$50.42
Senior Graphic Artist	\$27.00 - \$50.42
Distributed Processing Technician	\$27.00 - \$50.42
Network Technician	\$27.00 - \$50.42
Communications Assistant	\$25.50 - \$40.45
Microcomputer Liaison	\$25.50 - \$40.45
Assistant Microcomputer Support Technician	\$25.50 - \$40.45
Data Retrieval Specialist	\$25.50 - \$40.45
Graphic Artist	\$25.50 - \$40.45

No employee's salary shall be reduced as a result of a lack of a successor Agreement.

The minimum wage rates will be applied to the hourly wage after the salary adjustments in Section 1 are calculated.

*The District may designate a "Lead Senior Network Technician" to perform lead duties on a regular basis. An employee designated as lead technician shall receive a 10% salary differential over and above the employee's base hourly rate for as long as the employee serves as the lead technician. The differential shall not be subject to the maximum wage rate. The District reserves the right to determine the scope of the "lead" duties and which employee will be requested to perform the work. The District may change or discontinue the assignment at its sole discretion.

Section 3.

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

- a. Payment will be made in one lump sum in the last paycheck in June or last paycheck upon retirement but shall not be used as part of the employee's annual salary calculations.
- b. Eligibility for longevity awards shall begin from the employment anniversary date. If the anniversary date of employment does not coincide with the beginning of the District's fiscal year when an employee is first eligible to receive a longevity award, it shall be pro-rated for that workyear.
- c. Eligible employees shall receive the longevity award each year of the contract.

- d. Longevity schedule:

	<u>52 Week</u>	<u>43 Week</u>
More than 10 years to 14 years of service	\$550.00	\$225.00
More than 15 years to 19 years of service	\$650.00	\$325.00
More than 20 years of service	\$750.00	\$425.00

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

Section 4.

Payment will be made by direct deposit and on a semi-monthly or bi-weekly basis. Employee hours worked shall be recorded by electronic or manual timekeeping systems.

Section 5.

When a unit member is assigned to perform the duties of a higher job classification for more than five (5) consecutive days, starting on Day 6 the unit member shall receive a 10% differential in the unit member's base hourly rate.

Article 9

Holidays

Section 1.

Each 52-week employee shall be entitled to fourteen (14) holidays with pay per year. Each 43-week employee will be entitled to ten (10) holidays with pay per year. Each regular part-time employee will be entitled to three (3) holidays with pay per year. The holidays shall be designated by the employer and may be changed from year to year at the sole discretion of the employer.

Section 2.

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

Section 3.

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

Article 10

Professional Standards Program

Section 1.

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

Section 2.

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

Section 3.

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

Section 4.

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

Section 5.

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

<u>Certificate</u>	<u>Payment</u>
Basic	\$300
Associate Professional	Additional \$100
Advanced I	Additional \$100
Advanced II	Additional \$100
Advanced III	Additional \$100
Bachelors/Associates	Additional \$100
Masters	Additional \$100
Doctoral	Additional \$100

Payments set forth above shall be annual and shall be made in the last paycheck in June of each year. Only regular, full-time employees regularly scheduled to work 37½ hours or more per week shall be eligible for the above payments. The only exception shall be any employee who was involuntarily reduced from full-time to part-time prior to July 1, 2015, and was receiving the PSP at that time. This restoration of the benefit shall be retroactive only to July 1, 2015, and this exception and restoration of the benefit does not apply to any other part-time employees.

Section 6.

Submission of written verification from the NAEOP to the Chief Human Resources Administrator will determine the amount to be paid for the first eligibility. If written verification is received during the month of July of any fiscal year, the eligible employee will receive full payment. Any submission beyond July will be pro-rated for the first year of eligibility.

Section 7.

Payments set forth above shall be annual, but noncumulative.

Section 8.

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

Article 11
Unemployment Insurance

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

Article 12

General Provisions

Section 1.

“Regular full-time” employees, for purposes of this Agreement, are those regularly assigned to work 43 or 52 weeks per year for a minimum of 37 ½ hours per week (exclusive of the months of July and August - see Appendix C, Article 3, Section 1).

Section 2.

“Regular part-time” employees, for purposes of this Agreement, are those regularly scheduled to work four hours or more per day but less than full-time, five days per week, during the school year or for a 43-week period. For the purposes of paid days off (vacation, personal days, sick days, bereavement, jury duty, etc.), the part-time employee’s workday shall be calculated by dividing the employee’s regular weekly work hours by five (5).

Section 3.

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

Article 13

Layoff and Recall

Section 1.

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

Section 2.

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

Section 3.

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

Section 4.

Where layoffs and bumping result in positions to be assigned for the next school year, a list of such positions shall be distributed to each employee. Employees desiring such assignments shall notify the Chief Human Resources Administrator of their interest in writing within five (5) days from receipt of the list. Every effort shall be made to fill the vacancies from among those requesting assignment. If the needs of the District cannot be met through such request, the District shall fill the assignments in accordance with Article 19.

Section 5.

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

Article 14
Workshops

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

Article 15
In-Service

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

Article 16
Release Time

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

Article 17
Classification

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

Article 18
Summer Employment

Unit members who apply for additional clerical work in the summer shall receive preference before other non-ASP unit members.

App. C – ASP

AGREEMENT BETWEEN THE
RUSH-HENRIETTA CENTRAL SCHOOL DISTRICT
and the RUSH-HENRIETTA EMPLOYEES' ASSOCIATION
COALITION UNIT

As agreed on this ___ day of ___ 2026.

Superintendent, Rush-Henrietta Central School District

President, RHEA Paraprofessionals Chapter

President, RHEA Bus Drivers and Monitors Chapter

Co-President, RHEA Administrative Support Professionals Chapter

Co-President, RHEA Administrative Support Professionals Chapter

INDEX

GENERAL ARTICLES

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

APPENDIX A PARAPROFESSIONALS CHAPTER

Article 14	Assignments	34
Article 10	Definitions.....	32
Article 11	Emergency Closings.....	33
Article 15	Event Supervision.....	35
Article 6	General Provisions	28
Article 5	Holidays	27
Article 1	Hours of Work.....	24
Article 13	In-Service	34
Article 4	Personal Leave	26
Article 2	Physical Examinations.....	25
Article 8	Seniority, Layoff and Recall.....	31
Article 3	Sick Leave	25
Article 9	Training Program	32
Article 7	Wages	29
Article 12	Work Breaks	34

APPENDIX B
BUS DRIVERS and MONITORS CHAPTER

		<u>Page</u>
Article 9	Emergency Closings.....	45
Article 11	Fingerprinting.....	45
Article 6	General Provisions - Definitions	41
Article 5	Holidays	40
Article 1	Hours of Work	36
Article 8	Layoffs	44
Article 12	License Fees	46
Article 4	Personal Leave	39
Article 2	Physical Examinations.....	36
Article 10	Release Time	45
Article 3	Sick Leave	37
Article 13	Third-Party Companies	46
Article 7	Wages	42

APPENDIX C
ADMINISTRATIVE SUPPORT PROFESSIONALS CHAPTER

Article 5	Breaks.....	52
Article 17	Classification.....	59
Article 7	Emergency Closings.....	53
Article 12	General Provisions	58
Article 9	Holidays	56
Article 15	In-Service	59
Article 13	Layoff and Recall	58
Article 4	Overtime.....	51
Article 1	Personal Leave	47
Article 10	Professional Standards Program	56
Article 6	Promotions	52
Article 16	Release Time	59
Article 18	Summer Employment	60
Article 11	Unemployment Insurance.....	57
Article 2	Vacations	49
Article 8	Wages	53
Article 3	Workweek - Workyear	51
Article 14	Workshops.....	59