AGREEMENT

between the

RUSH-HENRIETTA
CHIEF EXECUTIVE OFFICER

and the

RUSH-HENRIETTA
EMPLOYEES' ASSOCIATION,
FACILITIES AND MECHANICS CHAPTER

2026-2029

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Article 1
Recognition and No-Strike

Section 1.
Pursuant to the New York State Public Employees Fair Employment Act, as amended, the Rush-Henrietta Central School District recognizes the Rush-Henrietta Employees' Association, Facilities and Mechanics Chapter as the exclusive negotiating representative for the negotiating unit consisting of all full and part-time competitive, non-competitive, and labor facilities/mechanics employees.

Section 2.
Employees within the negotiating unit shall hereinafter usually be referred to as "employee(s)."

Section 3.
The Association agrees that it 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 Association 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 Association 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 the Association President enough copies of the negotiated agreement to equal the number of potential unit members. The 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 Association acknowledges that, with respect to policy matters, the Superintendent and Administration cannot delegate their decision-making responsibility.

The Superintendent acknowledges that the employees 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 Association 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 President of the Association finds 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 President of the Association 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 Association 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. 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 his/her official personnel file. The official personnel file shall be maintained in the Employer's Human Resources Office.

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

Section 4.

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

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

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

Section 5.

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

If the matter cannot be resolved during such discussion, the employee may appeal his/her appraisal to a review panel consisting of the 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 shall be considered a probationary employee for the first year of employment dating from his/her last day of hire by the Employer. Probationary employee(s) may be terminated without any charges being made, without the giving of a hearing, without being given reasons for the termination, and without recourse to this Agreement.

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

Article 7
Leave of Absence

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

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

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

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

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

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

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

Article 8
Group Life Insurance

Section 1.
Regular full-time employees 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) and offer to each full-time employee the choice of two products: BluePoint 2 Value and Signature High-Deductible Health Plan (HDHP).

Beginning January 1, 2027, the Signature HDHP plan will become the base health plan for all unit members. If, at any time following January 1, 2027, a member chooses to remain or enroll in the BP2 Value plan, the employee will be responsible for paying the difference in premiums for the Signature HDHP plan and the full premium of the BP2 Value plan. The district will contribute 100% of Signature HDHP premium from January 1, 2027-December 31, 2029.

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 insurance plan at his/her own expense. To join, the employee must notify the Employer in writing and execute an electronic deduction authorization form, authorizing deduction of the monthly premium amount. The Employer shall make no contribution to the premium amount for such regular part-time employee.

Section 4.
The District will provide a Health Care Fund governed by Internal Revenue Service regulations for all full-time 52-week Chapter employees. Accounts dormant in excess of two years will be closed and balances will revert to the District unless the employee or retiree affirms their desire to keep the account open.

Contributions will only be made to employees who are enrolled in a qualified group health insurance plan.

For employees enrolled in the Signature HD plan, regardless of being new or already enrolled in the Signature HD plan, the District will provide a Health Savings Account (HSA) and shall make annual contributions of $1,800 (Single Plan) and $3,600 (All other Plans) for three years effective January 1, 2027. For All subsequent years, the district will contributions $900 (Single Plan) and $1,800 (All other Plans)

Members selecting BluePoint 2 Value will receive an HRA amount that matches the HSA amounts indicated in section 5 below.

Contributions to the HRA and HSA shall be made on January 1 of each year.

Section 5.

Beginning January 1, 2027, 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 coverage. A unit member who has received such payment may return to district health insurance during the calendar year if unforeseen circumstances warrant. In that event, the member will return to the district an amount equal to that portion of the year for which coverage is reinstated, computed at 1/12 for each month of reinstated coverage. An employee who resigns from the school district after having received a payment for declining health insurance will return to the district an amount equal to that portion of the year for which the employee is no longer eligible for coverage.

For members opting out of all health benefits, the District shall make annual contributions to their Health Reimbursement Account (HRA) as follows:

Single	$1,100
Two-Person	$1,500
Family	$1,500

Section 6.

In the event that a unit member dies in service, health insurance will be provided to the surviving spouse/dependents provided the spouse/dependent(s) was/were enrolled in the district health insurance plan at the time of the member's death and provided that they are not eligible for insurance coverage elsewhere. The District will provide coverage for 4 months. Survivors who had been covered under the employee's policy must re-enroll in district-provided insurance and will be covered for the period specified herein at the District's full expense.

Section 7.

The District will make dental insurance available to employees and will contribute up to $500 towards the annual premium, effective January 1, 2027.

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 his/her regular hourly rate.

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

Article 11
Bereavement Leave

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

Section 2.
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 his/her designee. Bereavement leave for all employees who are assigned to district-wide responsibilities may be taken only after properly notifying the director of the department or his/her designee to which the employee is assigned.

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

Article 12
Personal Leave

Section 1.

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

Such leave may not be used on the day before or the day after a school recess or holiday, except with the prior approval of the 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, or if subpoenaed by the District to testify on behalf of the District; (c) observance of a religious holiday which falls on a regularly-scheduled workday; (d) funeral other than immediate family; (e) fire, accident, specified legal or emergency situation which directly affects the employee; or (f) graduation, award, recognition for a child or spouse, or required parent-teacher conference.

Section 3.

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

Section 4.

An employee may request an unpaid personal leave of absence for compelling personal reasons which cannot be taken care of outside regular working hours. Unpaid personal leave may be granted by the Superintendent of Schools**,** or designee**,** for up to ten (10) days for compelling reasons provided the request is in writing at least two (2) weeks in advance, except in emergency situations. This type of request shall be submitted to his/her administrator. The administrator shall make a recommendation in writing to the Superintendent of Schools, or designee. In emergency situations, the employee shall notify immediately the 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 his/her personal leave under Sections 1 and 2, or bereavement leave under Article 11 where applicable and, due to extreme family illness or death in the immediate family requires additional leave, she/he may submit a written request to the Superintendent to request additional paid leave. Extension of this leave shall be at the discretion of the Superintendent of Schools.

Article 13
Grievance Procedure

Section 1. - Declaration of Purpose

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

Section 2. - Definitions

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

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

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

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

2.5 Supervisor. The employee's immediate supervisor as indicated below:

Building Responsibility - Building Principal
District Responsibility - Director of School Facilities

Section 3. - General Procedure

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

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

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

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

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

Section 4. - Time Limits

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

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

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

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

Section 5. - Grievance and Review

5.1 Step 1: Immediate Supervisor

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

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

5.2 Step 2: Superintendent or Designee

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

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

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

5.3 Step 3: Arbitration

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

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

b. Within five (5) working days after such written notice of submission to arbitration the Association and the District will select an arbitrator from the approved list of arbitrators. Such list will consist of arbitrators who:
   1) are approved by both the District and Association.
   2) agree to work directly with the District and Association.
   3) agree to follow the rules and procedures of the American Arbitration Association.
   4) The list shall contain five (5) names. The District and Association may each remove one name, if desired, in August of each school year. The parties will add a replacement within thirty (30) days.
   5) If none of the arbitrators 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 14
Savings Clause

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

Article 15
Employer's Prerogatives

Section 1.

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

Section 2.

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

Article 16
Procedure for Requesting Reclassification of a Position

Section 1.

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

Section 2.

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

Section 3.

The completed form shall be submitted to the employee's supervisor for review of the substance of the claimed changes. The supervisor shall record on that form his/her comments and analysis concerning the nature, degree and permanence of the changes claimed. This form, with the supervisor's comments and analysis, shall be forwarded to the 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 his/her comments and analysis on the form and shall forward said form to the Superintendent within five (5) working days of receipt of form.

Section 5.

In addition to forwarding the completed form to the Superintendent, the 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. In his/her sole discretion, the Superintendent may remove from the position any or all of such claimed changes in duties and responsibilities which he deems should not be allocated to that position. Subject to the time constraints of the Monroe County Civil Service Commission this entire procedure should be completed not later than thirty (30) working days from its inception.

Section 7.

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

Section 8.

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

Article 17
Workers' Compensation

Section 1.

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

Section 2.

All employees shall be required to sign over to the District all Workers' Compensation insurance payments as long as the employee receives sick leave pay from the District pursuant to Article 34.

Section 3.

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

Section 4.

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

Article 18
Retirement

Section 1.

Employees who retired from the District on or before June 30, 1992, who are presently receiving contribution from the District toward the total annual premium for health insurance shall continue to receive District contributions based upon prior contracts. Employees retiring on or after July 1, 2015, shall be provided the benefits as described in Section 2.

Section 2.

a. All full-time employees who have been employed by the District in that status for at least ten (10) but fewer than fifteen (15) consecutive years immediately preceding retirement, and who retire when eligible under the New York State Retirement System, will receive an annual contribution toward health insurance of $4,500 for a Single plan and $7,000 for a Family or 2-Person plan, whichever plan is selected annually, for a total of ten (10) annual payments to be placed in the retiree's Health Care Fund. Full-time employees who have been employed by the District in that status for at least fifteen (15) consecutive years immediately preceding retirement, and who retire when eligible under the New York State Retirement System, will receive an annual contribution toward health insurance of $8,000 for a total of ten (10) annual payments to be placed in the retiree's Health Care Fund.

   An employee who retires less than nine months after receiving their annual employer Health Reimbursement Account or Health Savings Account contribution will have the unearned prorated balance, commensurate with the portion of the year not worked, deducted from their first retirement health care fund contribution. Subject to applicable law, this sum will be placed in the retiree's health care fund during July.

b. The retiree will remit to the District, in advance and through electronic deductions, the retiree'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 toward 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. Employees who meet the conditions in a minimum ten (10) years of full-time R-H service above and who retire before July 1, 2029, may receive a one-time payment of $50,000, in exchange for ten (10) years of health insurance contribution at the time of retirement.

   The maximum dollar amount allowed by law will be deposited into the unit member's 403b during the first year after retirement.

e. 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.

Section 3.

a. Employees who retire from the Rush-Henrietta School District 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 his or her intent to retire thirty (30) days in advance of the effective date of such retirement.

Section 5.

For employees who are 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.

Each employee who retires under the conditions specified in Section 2, shall be compensated for unused sick leave at a payout of $80, with the maximum payment not to exceed $20,000.

An employee who retires after July 1 and before March 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 his/her career.

In lieu of compensation for unused sick leave, an employee may choose to have his/her entire sick leave accrual applied toward service credit with the Employees' Retirement System in accordance with Section 41-J of the retirement law. Employees may not combine unused sick leave pay-out with application of Section 41-J service credit.

Article 19
Vacancies and Transfer Policies

Section 1.

Whenever a full-time vacancy occurs in this bargaining unit, the District shall post the vacancy for seven (7) business days on building bulletin boards before the position is filled. The President of the Association 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.

Article 20
Child-Bearing / Child-Rearing Leave

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

Section 2.

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

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

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

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

Section 3.
If an employee wishes to return to work at a time prior to the agreed-upon return date, the employee shall notify the 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 21
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 his or her 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 who, within the 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 22
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 23
Continuing Education

Section 1.

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

a. The desired course must be available.

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

c. The written approval of the Coordinator of Continuing Education and the 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 24
Newly-Hired Employees

When the District hires employees, the District shall inform the Association President 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.

Article 25
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 26
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 27
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 28
Payroll Deductions

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

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

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

Article 29
Duration

Section 1.
The Superintendent and the Association 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 Association 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, 2022, and shall continue in full force and effect through and including June 30, 2026, and, unless either party gives written notice at least one hundred and twenty (120) days but not more than one hundred fifty (150) days prior to June 30, 2026, requesting to modify, amend or renegotiate this Agreement, then said Agreement shall continue in full force and effect from year to year until such notice is given at least one hundred and twenty (120) days but not more than one hundred and fifty (150) days prior to June 30, in any succeeding year.

Article 30
Hours of Work

Section 1. - Workweek - Full Time

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

Section 2. - Workweek - Regular Part-time

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

Section 3. - Workday - Full-Time

The normal workday for each full-time employee shall consist of eight (8) consecutive hours exclusive of a one- half hour per day unpaid meal period. If an employee is called in earlier than the normal start of the workday, such as for weather related or emergency issues, it is understood that that workday concludes after eight [8] consecutive hours, exclusive of the one-half hour unpaid meal period, unless the administrator supervisor requests additional work hours.

Section 4. - Workday - Regular Part-Time

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

Section 5. – Work year - Full-Time and Part-Time

The work year shall consist of 260-262 days, which includes paid holidays.

Section 6.

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

Section 7.

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

Article 31
Physical Examinations

Section 1.

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

Article 32
Sick Leave

Section 1.

Each full-time employee shall be credited with eleven (11) sick leave days per year, accumulative to two hundred and seventy-five (275) days. In the first year of employment, sick leave days shall be pro-rated as specified in Article 40, Section 2 of this Appendix.

Section 2.

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

Section 3.

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

Section 4.

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

Section 5.

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

Section 6.

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

Section 7.

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

Section 8.

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

Section 9.

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

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

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

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

Section 10.

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

Section 11.

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

Article 33
Holidays

Section 1.

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

Section 2.

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

Section 3.

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

Section 4.

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

Article 34
General Provisions

Section 1. - Full-Time Employees.

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

Section 2. - Regular Part-Time Employees.

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

Section 3.

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

Section 4.

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

Section 5.

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

Section 6. - Tool Allowance

In the event an employee in the Auto Mechanic classification requires an additional tool or tools to discharge the responsibilities of the Auto Mechanic position, the employee shall submit a written request to the head auto mechanic. That written request shall specify the tool or tools needed. If the head auto mechanic approves the purchase of that tool(s), the purchase shall be made by the District. During any twelve-month period from July 1 through the following June 30, no more than the amount listed below of purchases may be made on behalf of any one employee:

- $600 for Head Bus Mechanic & Senior Auto Mechanic
- $750 for all other Auto Mechanics

Section 7.

Thermal outerwear**,** rain suits and rubber boots shall be made available to auto mechanics, maintenance mechanics, groundskeepers, and, at the discretion of the Director of Facilities, all chapter members who are regularly assigned an outdoor duty. Security staff may be required to wear district provided clothing. A safety shoe allowance, in the amounts listed below, upon presentation of an original receipt, shall be allowed each chapter member.

- $200 for Facilities Staff and Head Bus Drivers
- $300 for Custodians, Assistant Custodians, Security and Courier
- $400 for Mechanics (Auto & Maintenance) and Grounds

Section 8.

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

Section 9.

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

Article 35
Wages

Section 1. - Overtime Pay

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

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

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

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

Section 2. - Call-back Pay

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

Section 3. - Shift Differential

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

b. Each employee whose regularly scheduled workday commences between 1:00 p.m. and 6:00 p.m. shall be paid a shift differential of sixty-five (65) cents per hour.

c. Each employee whose regularly scheduled workday commences between 6:01 p.m. and 11:59 p.m. shall be paid a shift differential seventy-five (75) cents per hour.

d. Each employee who is normally scheduled to work weekends will have $3.00/hour shift differential for weekend work.

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

Section 4.

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

	Minimum	**Maximum**
Custodian Senior High	$29.00	$38.00
Custodian Junior High	$27.00	$36.00
Custodian All Other Buildings	$25.00	$34.00
Asst. Custodian/Working Foreman Senior High	$24.00	$34.00
Asst. Custodian/Working Foreman Junior High	$22.00	$32.00
Asst. Custodian/Working Foreman All Other Buildings	$20.00	$30.00
Maintenance Mechanic I	$26.00	$52.00
Head Auto Mechanic	$26.00	$52.00
School Safety Coordinator	$26.00	$52.00
Senior Auto Mechanic	$24.00	$50.00
Head Bus Driver	$22.00	$48.00
Auto Mechanic	$22.00	$48.00
Mechanic II	$22.00	$48.00
Groundskeeper	$22.00	$48.00
Bus Dispatcher	$17.00	$33.00
Courier	$17.00	$33.00
Security Guard	$17.00	$33.00
Floater Cleaner	$16.75	$29.00
Cleaner	$16.50	$28.00
Laborer	$16.50	$28.00

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

All chapter members, other than Head Bus Drivers, who hold a commercial driver's license with valid Article 19-a clearance, will receive an additional $2.50 per hour for each authorized hour spent driving a bus that is transporting students. This wage differential will not be subject to the maximum wage rates.

Employees who regularly perform duties requiring a 19A license will receive an annual 19A additional stipend, as determined by the Director of Transportation based on the frequency of such duties, as follows:

- Full Time: $1,000 per year
- Part Time: $500 per year

Certified SBDI staff members will receive an additional $4.00 per hour when assigned to and performing a job operation that requires an SBDI license.

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

- July 1, 2026: $0.12 per year of service + $1.25 per hour + 3.0%, subject to the maximum pay rate.
- July 1, 2027: 4.0%, subject to the maximum pay rate.
- July 1, 2028: 4.0%, subject to the maximum pay rate.

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

Payment will be made by direct deposit and on a semi-monthly or bi-weekly basis. Payment of wages will be based on the number of hours/days actually worked during the designated pay period.

Section 5.

The District reserves the right to employ apprentices in any job classification set forth in this Agreement. Regardless of the classification to which the apprentice is assigned, he/she shall be paid an hourly rate of $4.25. To be eligible for appointment as an apprentice, the individual must be a high school student. An apprentice may not be employed for more than two of the employer's fiscal years. The employer reserves all rights with respect to the interpretation and implementation of the apprenticeship program. Apprentices are not covered by this Agreement nor are they eligible for any benefits under this Agreement.

Section 6.

The employee who is responsible for the maintenance and operation of the swimming pool on a regular and continuing basis, shall be paid an additional stipend of $4.00 per hour over and above the employee's hourly rate for each authorized hour spent in attending to the swimming pool. The employee must possess a valid New York State Pool and Spa Operator Certificate. This $4.00 per hour stipend is recognized as separate and apart from the hourly rate and will not be included in any calculation of overtime entitlement. During the school year it is expected that under normal circumstances it will take not more than five (5) hours to maintain and operate the pool and related areas surrounding the pool. In a like manner, an additional stipend of $4.00 per hour, over and above the employee's hourly rate, will be paid for pesticide application for each hour a certified (in pesticide application) employee is involved in such application.

Employees performing asbestos, mold removal work, or performing plumbing duties requiring NYS Backflow Tester certification shall be paid an additional stipend of $4.00 per hour over and above the employee's hourly rate for each authorized hour spent in asbestos or mold removal work. The employer reserves the right to determine which employee(s) will be requested to perform that work. Further, the employer may change that assignment at its sole discretion.

Recording of hours worked for the supplemental stipends in the previous two paragraphs must be reported to the employee's supervisor within thirty (30) calendar days of the work completion.

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

Section 7.

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

a. Payments that are made in one lump sum will be made in the last payroll in June, or last payroll upon retirement, but shall not be used as part of the employees' annual salary calculations. The longevity increase in the hourly rate for members with more than 30 years of service will be reflected beginning with the last payroll in June and will 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 work year.

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

d. Longevity Schedule:

More than 5 yrs. to 10 yrs. of service	-	$100
More than 10 yrs. to 15 yrs. of service	-	$300
More than 15 yrs. to 20 yrs. of service	-	$400
More than 20 yrs. to 30 yrs. of service	-	$500
More than 30 yrs. of service	-	Increase hourly wage rate by $2.00, not subject to the maximum pay rates in Section 4

As a one-time exception to paragraph (b), any unit members who have 30 or more years of service with the District as of June 30, 2022, will receive the $2.00 hourly rate increase effective with the first pay period in July 2022. This exception shall not apply to any other unit members, present or future.

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

Section 8.

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

Section 9.

Qualified unit members who are assigned by the District to provide training to new unit members will be compensated an additional $2.00 per hour above their regular hourly rate for all hours spent providing training.

Article 36
Emergency Closings

It will be the responsibility of the Director to call/notify all employees required to report to work or lose the day's pay unless the employee has a verifiable illness or emergency. Employees reporting to work will be paid double their regular rate of pay for the hours actually worked. Employees not required to report to work will receive pay for the day.

Article 37
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.

Section 2.

If, in the District's opinion, it becomes desirable to lay off one or more employees from within a competitive position as listed below, or any subsequently created competitive position, the District shall follow the Civil Service rules and regulations:

Assistant Custodian	Custodian
Bus Dispatcher	Head Auto Mechanic

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

Section 3.

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

Mechanic II	Mechanic I
Senior Auto Mechanic	Head Bus Driver

Section 4.

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

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

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

Section 6.
A full-time employee laid off and placed on the recall list shall be eligible for recall only to a full-time or part-time position in the classification from which the employee was laid off. The employee may refuse recall to a part-time position and retain recall rights under this Article to a full-time position.

Section 7.
The decision to lay off is at the sole discretion of the District and will not be subject to the grievance procedure of this Agreement.

Section 8.
An employee enjoying recall rights shall keep the District's Human Resources Office informed, in writing, of their current address and any changes of address. Recall offers shall be by regular mail to the employee's most current known address. The employee shall notify the District, in writing, within five

(5) days after the date of the District's written offer. Failure to respond within this time frame shall constitute a rejection and the employee's name shall be removed from the recall list.

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

Article 38
Vacations

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

Service	Vacation Days Per Fiscal Year
a. Completion of first through and including fifth year of continuous employment	15 working days
b. Completion of fifth through and including tenth year of continuous employment	18 working days
c. Completion of tenth year of continuous employment	22 working days
d. Completion of fifteenth year of continuous employment	25 working days

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

Section 2.
During the first year of employment by the District, vacation 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.
Requests for vacation days shall be made to the employee's immediate supervisor as far in advance of the requested days as practicable.

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

Section 5.
There shall be carryover of a maximum of ten (10) vacation days from year to year. In June each employee shall have the opportunity to request compensation for up to five (5) unused vacation days per year at his/her current hourly rate.

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

Section 7.
In the event a regular part-time employee transfers to full-time employment, he/she shall receive pro-rated vacation credit based upon two thousand eighty-eight (2,088) hours. The regular part-time assignment must be continuous. For example:

4 hours per day x 52 weeks per year = 1,044 hours. In accumulating these hours, the hours credited for vacation purposes will be at the lowest full year, for example:

7 years x 4 hours per day = 3.5 years - therefore, credited experience is 3.

Article 39
Exceptional Contribution Program

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

Article 40
Promotions

Section 1.

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

Section 2.

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.

Section 3.

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

Section 4.

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

Article 41
Release Time

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

Article 42
License Fees

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

Article 43
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.

Article 44
Sick Leave Reserve

Section 1.

A sick leave reserve will be established to provide 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 employee can become a member of the sick leave reserve by donating one [1] day of accumulated sick leave before October 1 of each year, or within thirty [30] days of employment, and completing an annual membership form. The donation is irrevocable and shall not be made to a specific employee for his/her exclusive use. The participation year for members will be September 1 through August 31. 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. For purposes of initial establishment of this sick leave reserve, effective July 1, 2011, members shall donate two [2] sick days.

Section 2.

If the sick leave reserve falls below ninety [90] days, 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. Newly-hired employees must contribute within thirty [30] days of employment to become members of the sick leave reserve during their first year of employment. Employees may elect to donate one [1] of their accumulated sick leave days to the sick leave reserve once each school year in September. Employees eligible for the retirement incentive, as defined in Article 18/Section 7, may elect to donate one [1] of their accumulated sick leave days to the sick leave reserve.

Section 3.

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

a. The employee has a long-term illness or injury, defined as an illness or injury which is expected to incapacitate him/her for an extended period of time, requiring absence from work for a minimum of forty [40] weekdays during their normal work year.

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

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

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

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

f. The employee submits a written request to withdraw days to the Chief Human Resources Administrator.

g. No employee will be permitted to withdraw in excess of forty-five [45] days per participation year.

h. Sick leave will be withdrawn in daily increments only, beginning on the 41st day of absence or when all leave is exhausted per part b. above, whichever is later. If 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 work year for which they were employed at the time they commenced the leave.

AGREEMENT BETWEEN THE
RUSH-HENRIETTA CENTRAL SCHOOL DISTRICT
and the RUSH-HENRIETTA EMPLOYEES' ASSOCIATION,
FACILITIES AND MECHANICS CHAPTER

As agreed on this 7th day of July, 2026.

Superintendent of Schools
Rush-Henrietta Central School District

Co-President
RHEA – Facilities and Mechanics Chapter

Co-President
RHEA – Facilities and Mechanics Chapter

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