

**AGREEMENT BETWEEN  
THE SUPERINTENDENT OF SCHOOLS  
OF THE EAST ROCHESTER  
UNION FREE SCHOOL DISTRICT  
AND  
THE EAST ROCHESTER NON-TEACHING UNION  
CSEA, INC., AFSCME,  
Unit 7419  
LOCAL 1000, AFL-CIO  
July 1, 2023 - June 30, 2027**

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## **PREAMBLE**

This agreement is made pursuant to Article XIV of the Civil Service Law of the State of New York and entered into on July 1, 2023, between the East Rochester Union Free School District, East Rochester, New York, (hereinafter referred to as the employer) and the Civil Service Employees Association, Inc., Local 1000 AFSCME, AFL-CIO, the certified union for the East Rochester Union Free School District Non-Instructional Employee Unit 7419, Local 828 (hereinafter referred to as the union).

## **I. ARTICLE I RECOGNITION**

The Board of Education of the East Rochester Union Free School District hereby recognizes that the Civil Service Employees' Association, Inc., AFSCME, Local 1000, AFL-CIO, Local 828, Unit 7419, has been certified as the exclusive representative for the East Rochester School District employees for the purpose of collective bargaining and the settlement of grievances for a unit consisting of all full-time and regularly scheduled part-time employees employed by the employer in the following job titles: Management Assistant, Assistant Cook, Audiovisual Assistant, Bus Driver, Cleaner, Custodian, Cook, Food Service Director, Head Custodian, Head Grounds Equipment Operator, Grounds Equipment Operator, Food Service Helper, Computer Hardware Installer, Laborer, Maintenance Mechanic I, Maintenance Mechanic I (Part-Time), Nurse (LPN), Nurse (RN), Occupational Therapist, Office Clerk II, Office Clerk IV, Registrar, Senior Network Technician, School Aides, Teaching Assistant (I, II, III), Teacher Aides, Working Foreman, Youth Assistant and Long-term substitute Teaching Assistant employed in the same position for 60 or more consecutive days. Excluded from said recognition and certified unit are all other employees. The District and the CSEA agree that for the life of this agreement the District may utilize and/or engage as cleaners up to eight (8) individuals (including employees of third-party contractors) who are non-unit members, when the District has determined that it is unable to hire an employee to fill unit cleaner positions, despite reasonable efforts. The District and the CSEA agree that the CSEA does not waive any claim it may have to exclusivity due to this provision.

## **NO DISCRIMINATION**

The employer shall not discriminate against employees on the basis of their membership in the union and will not interfere with the rights of employees to become members of the union for the purposes of collective bargaining. There shall be no discrimination by the employer against any employee on the basis of race, creed, color, national origin, sex or age, as prescribed by applicable federal and state laws.

## **II. ARTICLE II GENERAL CONDITIONS OF EMPLOYMENT OF EMPLOYEES COVERING WAGES, HOURS, CONDITIONS, FRINGE BENEFITS**

### **A. Employee Definitions**

Employees who regularly work thirty (30) or more hours per week shall be considered full-time employees. Employees who regularly work less than thirty (30) hours per week shall be considered part-time employees. 12-Month, Full Time Employees include:

1. 12-Month: Management Assistant, Audio-Visual Assistant, Cleaners, Computer Hardware Installer, Custodians, Head Grounds Equipment Operator, Grounds Equipment Operator, Head Custodian, Maintenance Mechanic, Office Clerk II, Office Clerk IV, Registrar, Senior Network Technician and Working Foreman
2. 11-Month: Food Service Director
3. 10-Month: Assistant Cook, Bus Driver, Cook, Nurse (RN/LPN), Occupational Therapist, School Aides, Teacher Aides, and Teaching Assistants (I, II, III) Youth Assistant.
4. Part-time Employees include but not limited to: Clerical Positions, School Aides and Food Service Helper, Nurse (LPN).

Part-time employees shall receive those benefits specifically granted to them in this agreement.

### **B. Seniority**

Seniority shall prevail in that the Employer recognizes the general principle that senior employees

shall have preferences in employment and overtime work, in accordance with the schedule contained herein, and provided such employees are qualified for such work. Employees shall be placed on a seniority list after thirty days of employment as of their first day of hire.

**C. Loss of Seniority**

An employee will lose his/her seniority when his/her employment is terminated, whether by himself, by the Board or its agents. An employee will continue to accumulate his/her seniority up to one year while on an unpaid leave for a work-related injury covered by the Workers' Compensation Law.

**D. Layoff and Recall**

When it becomes necessary to reduce the working force, the last employee on the seniority list within the job classification and title affected will be laid off first. When the force is again increased, the employees within the affected job classification and title are to be returned to work in the reverse order in which they were laid off. Layoff and Recall for members of the Competitive Class of Employees will be in accordance with §80 and §81 of the Civil Service Law.

**E. The normal full time workweek shall be as follows**

- Thirty-two and ½ hours: Teacher Aide, School aide
- Thirty-five hours: Nurse (RN/LPN), Occupational Therapist, Teaching Assistants, Youth Assistant
- Thirty-seven and one-half (37½) hours for the classified clerical personnel, Management Assistant.
- Forty (40) hours: Audio Visual Assistant, Buildings and Grounds Personnel, Bus Driver, Computer Hardware Installer, Food Service Director, Senior Network Technician.

The summer and recess hours for Clerical Personnel will be thirty (30) hours per week.

**F. Overtime**

Overtime shall be distributed as equally as possible, first within the job classification and title in which such overtime is needed and then among other qualified employees rotated according to seniority. On Friday of each week the supervisor will post the overtime available for the following week. Any employee who wishes to work overtime must notify the supervisor no later than Tuesday of the following week. When non-school sponsored events take place and a building is open, but no regular employee is assigned to work at that time, a member of the Buildings and Grounds Department will be brought in to cover the building and perform such tasks as are assigned. Overtime for these events will be provided on a rotating basis.

1. The Employer reserves the right to use non-Maintenance employees for part-time facilities work during their regular shift. However, non-Maintenance employees will be ineligible to receive facilities overtime employment unless all non-Maintenance employees refuse said overtime according to seniority.
2. When an employee believes he/she needs to work overtime in order to complete his/her job responsibilities, the employee may request overtime and must have the approval of his/her supervisor and then the Superintendent. If approved, the employee shall be compensated for the overtime worked.

**G. Scheduling and Flexible Scheduling**

In alignment with NYS Department of Labor Regulations employees shall be entitled to overtime pay (time and a half) for all hours worked over 40 in a given work week. Time worked on holidays will be paid at double time (2x). All time worked on Sunday will be paid at double time except in the event of a flexible schedule. All new and current employees who are working a five-day work week will only be assigned to the four-day flexible schedule if mutually agreeable to the employee and the District. Employees who regularly work a five-day schedule may, with the mutual agreement of the employee and the District, have the flexibility of determining their five (5) day work week. The district will assess summer and/or recess scheduling for custodial and maintenance staff based on workload. The district

will determine how many employees will be needed for each shift (A, B and C). The Director of Facilities will make schedules according to seniority

**H. Accrued Time**

A statement of the total number of sick days, vacation days, and personal days shall be available to all employees annually on demand during the school year. Employees will access their leave credit balances via the web-based self-service system.

**I. Break Area and Non-Smoking**

A break area will be provided for the employees. No smoking is permitted on District property or in District vehicles. No smoking is allowed in any vehicles on District property.

**J. Emergency Closings**

In the event the District closes due to weather-related and/or emergency situations, unit members are not required to report but will be compensated for the day. In the event unit personnel are needed in response to the closing, the unit member will be paid at time and one-half. Determination of employees will be made by District administration as applicable.

**III. ARTICLE III  
DECLARATION OF PLEDGE OF NO STRIKE POLICY**

In consideration of the recognition by the Employer of the Association as the sole and exclusive bargaining representative of the employees, the Association does hereby affirm a policy that it does not assert the right to strike against the school system, nor will it assist in or participate in any such strike by the unit members, nor will it impose any obligation on unit members to conduct, assist or participate in a strike.

**IV. ARTICLE IV  
UNION RIGHTS**

The Employer shall deduct from the pay of each member covered by this agreement all regular union membership dues. The Civil Service Employees Association, Inc., having been certified as the exclusive representative by the members within the bargaining unit represented by this agreement, shall have deductions made from the wage or salary of members of said bargaining unit who annually provide written authorization of such members and dues deduction.

The Civil Service Employees Association, Inc., shall have exclusive rights to payroll deduction of dues, union sponsored insurance and benefit programs and agency fees for members covered by this agreement. Such dues shall be remitted in a single check, along with a listing of all such members to the Civil Service Employees' Association, Inc., 143 Washington Avenue, Albany, NY 12210, on a monthly basis.

The union agrees to indemnify and hold harmless the employer from any and all claims, disputes or damages sustained as a result of making the deductions provided for in this section.

**A. Notification**

All new employees shall be given a copy of this agreement within two weeks of their first day of employment. Once a new employee begins in the District his name and date of hire shall be given to the unit president.

**B. Unit Communications**

The employer shall designate appropriate bulletin board space, if available, to be used solely by the union in each of the buildings in the District for posting of notices regarding the business affairs, meetings, and social events of the union.

The District will allow the unit to use available space within the building for meetings. In addition, the unit will be able to use mailboxes, interschool mail, email, and building-level bulletin boards for



communicating unit business. Political or inflammatory material shall not be posted or communicated via District resources (e.g. email, social media, etc...).

**C. Employees Information**

A list of names, addresses and job titles of all employees covered within this unit will be made available to the unit president upon request. The District will respond to the request as soon as possible, but the list must be provided within two weeks of the request. Any changes in employment status (dismissal, resignation, granted leave, or promoted) will be provided to the unit president.

**V. ARTICLE V**  
**GRIEVANCE RIGHTS**

**A. Declaration of Purpose**

This procedure is designed to secure the equitable resolutions of grievances at the lowest possible administrative level in an expeditious and efficient manner.

**B. Definitions**

1. Grievance: A grievance is a claim by an unit member or group of members in the negotiating unit or the union alleging a violation, misinterpretation, or misapplication of any provision of this agreement.
2. Union: Shall mean the Civil Service Employees Association, Inc., Local 1000, AFSCME, AFL-CIO, East Rochester School District Non-Instructional Employee Unit 7419, Local 828.
3. Aggrieved Party: Shall mean the union and/or any person or group of persons in the negotiating unit filing a timely grievance.
4. Party of Interest: Shall mean any party named in a grievance who is not the aggrieved party.
5. Hearing Officer: Shall mean any individual with the duty of rendering decisions at any grievance stage hereunder.

**C. Time Limits**

1. The time limits specified herein may be modified only by mutual agreement.
2. An alleged grievance shall not be entertained and will be deemed waived unless presented at the first appropriate stage within ten (10) working days after the aggrieved party/parties knew or should have known of act(s) or condition(s) on which the grievance is based.
3. If a decision at one stage is not appealed to the next stage of the procedure within 10 working days or a mutually agreed upon time-limit, the grievance will be deemed to be discontinued and further appeal under this agreement shall be barred.
4. Failure at any stage of the grievance procedure to communicate a decision to the aggrieved party and/or the aggrieved party's union representative, within the specified time limits, shall permit the lodging of any appeal at the next stage of the procedure within the time which would have been allotted had the decision been communicated by the final day.

**D. Procedure**

1. Each written grievance shall include the name and position of the aggrieved party or parties affected by the alleged grievance; the specific article and section of this agreement involved; the time and place where the alleged events or conditions constituting the alleged grievance existed and the identity of the party allegedly responsible for causing the existence of said events or conditions if known to the grievant; a general statement regarding the nature of the grievance and the redress sought by the aggrieved party.
2. If a grievance affects a group of unit members under different supervision or relates to system-wide contract application, it may be submitted directly to Stage 3. Further, any unit member to whom Stages 1 and 2 do not apply shall have immediate recourse to Stage 3.
3. The aggrieved party or parties may be accompanied and represented at each stage of the grievance procedure by a union representative.
4. A settlement of the grievance may be made at any level but the terms of any settlement may not

be inconsistent with the terms of the contract.

5. The grievant(s) union representative shall have access at reasonable times to the grievance record as developed at each stage of the process.

**E. Stage of Grievance**

1. Stage 1: Immediate Supervisor - Informal

The aggrieved unit member and/or his/her representative shall orally present the grievance to his/her immediate supervisor with the objective of resolving the matter informally. The immediate supervisor shall render an oral decision within five (5) working days after presentation.

2. Stage 2: School Business Supervisor - Written

If the grievance is not resolved at Stage 1, it shall be reduced to writing on the mutually agreed upon form and submitted to the School Business Supervisor within ten (10) working days after the Stage 1 decision. Within ten (10) working days after receipt of the written grievance, the School Business Supervisor will render a written decision and send such decision to the aggrieved employee's representative.

3. Stage 3: Superintendent

If the grievance is not resolved satisfactorily at Stage 2, the aggrieved unit member's union representative shall submit the written grievance and the Stage 2 written decision to the Superintendent within ten (10) working days after the Stage 2 decision. Within ten (10) working days after receipt of the written grievance, the Superintendent and his/her duly authorized representative shall conduct a hearing with the aggrieved party/parties, his/her representative and all the parties in interest. The Superintendent shall render a written decision to the aggrieved party and his/her representative within ten (10) working days of the conclusion of the hearing.

4. Stage 4: Arbitration

If the grievance is not satisfactorily resolved at Stage 3, and the union considers the grievance meritorious, the union may submit the grievance to arbitration by written notice to the Superintendent of Schools within ten (10) working days of the receipt of decision at Stage 3. Within ten (10) working days after such notice, the Superintendent or his/her representative may confer with the union representative to see if they can agree on a mutually acceptable arbitrator. If no such agreement can be reached, or if the parties waive such conference, the American Arbitration Association or Public Employers Relations Board (PERB) will be asked to administer the arbitration proceeding in accordance with its rules and procedures and the parties agree to be bound by said Rules of Voluntary Labor Arbitration.

The arbitrator shall render his/her written decision not later than thirty (30) days from when the hearing is declared closed. The arbitrator shall have no power or authority to make any decision or award requiring the commission of an act prohibited by law or which is volatile of the terms of this agreement. The arbitrator will similarly be without authority to add to or detract from the terms of the agreement. The District and the Union will share the arbitrator's fees and expenses equally.

The decision of the arbitrator shall be final and binding.

## **VI. ARTICLE VI**

### **DISCIPLINE AND DISCHARGE**

Any employee who has successfully completed his/her probationary period shall not be disciplined or discharged without just and sufficient cause. Discipline and discharge of probationary employees shall be at the discretion of the District. The grievance procedure shall be the sole and exclusive avenue used to challenge a disciplinary or dismissal action for non-probationary competitive employees and for other unit members with two (2) or more years of service and replaces the procedures and rights contained in §75 and §76 of the Civil Service law, and replace all rights to appeal or review any discipline or discharge matter to the Civil Service Commission, the Commissioner of Education, or any court except as provided for in Article 75-Arbitration CPLR §7501 et seq.

### **PROBATIONARY PERIOD**

All employees shall be regarded as probationary employees until they have been employed within the bargaining unit for a period of twelve (12) consecutive months.

The District may choose to engage probationary and non-probationary unit members to develop an *Employee Improvement Plan*. The Employee Improvement Plan will address specific areas in need of improvement and with specific timelines for completion of assigned actions. The plan will be jointly developed. Employee Improvement Plans, Counseling conversations or non-disciplinary counseling memos are intended to encourage corrective action and are not considered discipline.

Any non-probationary competitive employee or other unit member with two (2) or more years of service who is disciplined or discharged under this provision shall be provided the reason for the discipline or discharge.

Certified teaching assistants shall serve a probationary period of four years as outlined in NYS Education Law 3012.

## **VII. ARTICLE VII**

### **PAY PERIOD**

All District employees must use Direct Deposit. Employees will be paid two times per month on the 15<sup>th</sup> of each month (or a date preceding if the 15<sup>th</sup> falls on a weekend or holiday) and on the last day of the month (or a date preceding if the last day falls on a weekend or holiday). All employees shall access their W2 and 1095-C electronically via the web-based self-service system.

## **VIII. ARTICLE VIII**

### **POSTING OF JOB VACANCIES**

Postings for job vacancies and new positions will be sent to the Union President before posting. The District Office will post all unit positions on designated bulletin boards and on the District website. Such announcement of vacancies shall be posted at least five (5) business days before being filled. If there is an immediate need to fill the job, however, the District may temporarily fill the position with a qualified substitute during the posting period.

When vacancies are announced, current District employees who wish to be considered for appointment shall file a written or electronic application with the Personnel Clerk or the supervising Supervisor listed on the posting within five (5) business days of the posting.

**IX. ARTICLE IX**  
**JOB CLASSIFICATION**

The Employer has the right to classify all jobs and to conduct a time study of each position to ascertain and to equalize the workload of all employees and to alter workloads and schedules as needed

**X. ARTICLE X**  
**VACATIONS**

**A. 12-Month Full Time Employees – Qualifications** **Table 1**

Upon Completion of Years:	Annual Vacation Allotment:
1 through 5 years	13 working days per year
6 through 7 years	14 working days per year
8 through 14 years	18 working days per year
15 through 19 years	23 working days per year
20 and over	24 working days per year

- B. Prior Approval:** Vacations shall be taken anytime upon prior approval. Electronic Request forms must be properly submitted two weeks prior to the start of vacation. If providing two-week notice is not possible due to emergencies the employee must provide a notation in the Wincap Web leave request/comment section. Vacation days may accumulate up to 40 days.
- C.** If the twelve-month unit member is hired after July 1, the unit member will receive a prorated amount of vacation days on the subsequent July 1. This employee shall then receive the balance of the prorated amount of vacation days on their first year anniversary date. All future vacation accruals will be issued annually on July 1.

**XI. ARTICLE XI**  
**HOLIDAYS**

- A. 12-Month Full Time Employees** **Table 2**  
All full-time (12 month) employees covered hereto shall be entitled to the following holidays:  
Should the District be closed on the Wednesday before Thanksgiving, the day will be considered a holiday for all.

Independence Day	Friday following Thanksgiving	Martin Luther King Jr. Birthday
Labor Day	Christmas Eve	Lincoln's Birthday
Columbus Day	Christmas	Washington's Birthday
Veteran's Day	New Year's Eve Day	Good Friday
Thanksgiving	New Year's Day	Memorial Day
Juneteenth		

**B. 10-Month Full Time Employees****Table 3**

All full-time (10 month) employees covered hereto shall be entitled to the following holidays:

Columbus Day	Friday following Thanksgiving	Martin Luther King Jr Birthday	Good Friday
Veteran's Day	Christmas Eve	Christmas	Lincoln's Birthday
Memorial Day	Thanksgiving	New Year's Day	Washington's Birthday
Juneteenth			

**XII. ARTICLE XII  
ABSENCE FROM DUTY****A. Sick Leave****1. 11 & 12-Month, Full and Part-Time Employees**

All full-time, 11&12-month employees shall be allowed one sick day per month during the first year of service; eleven or twelve days per year thereafter for employees on an eleven or twelve-month basis.

Any of the above-unused days shall be credited to the unit member's accumulated sick leave. The total of this reserve shall be 200 days for all employees.

**2. 10-Month, Full and Part-Time Employees**

All part-time and full-time, 10-month employees shall be allowed one sick day per month during the first year of service, ten days per year thereafter.

Any of the above-unused days shall be credited to the unit member's accumulated sick leave. The total of this reserve shall be 200 days for all employees.

**3. Extended Sick Leave and Required Physician's Statement**

When continuous sick leave exceeds five (5) working days the District may require a statement from the employee's physician certifying the nature of the illness or injury and the probable period of disability. The District retains the right to not approve, or to disapprove, a request if the employee does not provide written certification from his/her physician.

**4. Extended Sick Leave and Use of Sick Bank**

The Unit and the District agree that a Sick Bank will be available for applicable employees. Any new hires must work in the District for one full-year before contributing or accessing the Sick Bank. Thereafter, unit members may enroll on or before their annual anniversary date. Once enrolled a unit member cannot withdraw from participation in the Sick Bank. *See attached Sick Bank Document for additional details.*

**B. Work Related Injuries**

1. A unit member who is injured on the job must complete an internal incident report form with their supervisor or school nurse and Workers Compensation paperwork from Human Resources. This shall be done as soon as practical.
2. The unit member must see a physician within 24 hours, as practical, of the injury and provide medical.
3. Documentation to the District of the injury.
4. The physician's appointment could be arranged through the District's Workers Compensation Carrier.
5. The unit member will comply with all requests from the District's Workers Compensation Carrier for appointments and or documentation.
6. If the unit member is placed on a medical leave due to the Workers Compensation injury and

the Workers Compensation insurance carrier provides weekly wages to the unit member less than the unit members normal weekly wage, the district will supplement the employees rate of pay to a full weekly salary (excluding any overtime compensation) for one year from date of the injury using sick leave credits.

7. If the District is reimbursed that amount from the Workers Compensation Carrier, the unit member's sick days will be restored.
8. If the unit member does not have an adequate amount of sick days, to supplement the weekly wage, the unit member can apply for unemployment insurance.

**C. Illness or Accident in the Family**

Personal sick leave may be used for critical illness or an accident in the immediate family or for unusual circumstances brought about by illness or accident in the immediate family. These days will be taken from the unit member's accumulated sick leave. Immediate family is defined to mean spouse, child, father, mother, aunt/uncle, grandparent, sister, brother or a person living in the household.

**D. Bereavement**

In the event of death in the family, all employees covered in the unit shall be allowed up to five work days paid leave—these days do not need to be used consecutively. The District will allow no more than two bereavement days for relatives when the death and related services occur outside the country that the unit member does not attend.

**E. Jury Duty**

1. When a unit member is called for jury duty, the District, upon presentation of proper proof, will excuse the unit member from assigned duties in the District.
2. The unit member shall not suffer loss of pay or benefits for those days on which the unit member must fulfill a commitment to jury duty.
3. Compensation shall be computed at the unit member's regular hourly rate.
4. Individuals assigned to work evening shifts will not be required to work on any day that they have to report to jury duty. There will be no loss of pay or benefits in this circumstance.

**F. Quarantine**

No salary deductions shall be made in the event the local health officer establishes quarantine. Satisfactory proof of the beginning and close of the quarantine period shall be furnished. This exemption will not apply to personal quarantine, which shall be considered a personal illness.

**G. Notification of Absences**

Unit members must report absences as soon as possible into the automated substitute system so that adequate substitutes may be secured. If the automated system cannot be used, unit members should notify their direct supervisor or his/her designee.

**H. Loss of Pay**

No salary shall be paid for unapproved absences other than those covered above. Deduction shall be made on the basis of daily rate for each day of unapproved absences.

**I. Personal Days**

1. 11&12-Month, Full-Time Employees:  
2.5 days for 11-month and 3.0 days per year for 12 month employees will be granted for personal obligations.
2. 10-Month, Full and Part-Time Employees:
  - a. Two (2) days per year will be granted for personal obligations.
  - b. Personal days shall not be cumulative, shall not be the last day before a vacation, or the first day following, and will not be taken from sick leave. However, in the event that the employee has no alternative but to request a personal day before or after a vacation, the employee will make every reasonable effort to make a written request to the superintendent at least two (2) days prior, detailing the reasons for the absence. In the event a unit member has prior notice of absence prior to or following a vacation, the unit member will make a written request to the superintendent two weeks prior,

- detailing the reasons for the absence. Requests will not be unreasonably denied
- c. All requests should be made through Wincap Web. These days are intended for use only when the employee has pressing personal obligations which he/she may not wish to reveal and which requires his/her absence from work.

Examples are but not limited to:

- Wedding (self, close friend, or immediate family)
- College graduation of son or daughter
- Transporting son or daughter to and from college
- Subpoena, attendance at court, house closing, moving
- Religious observance
- Death (other than immediate family)
- Adoption

- d. Unused Personal Days will be added to unit members' accumulated sick days at the end of the school year. When an employee reaches his/her maximum sick leave credits (200 days), the sick leave hours they would have accrued will be placed in the sick bank.

**J. Maternity Leave**

An employee who has accumulated sick leave may apply such accumulated sick leave toward the period of disability connected with the bearing of a child. Appropriate medical certification shall be provided as may be required with any other disability. The employee shall submit a written note from the physician stating the dates of the disabling condition.

**K. Child Rearing Leave**

An employee who desires to care for a child may request an unpaid leave of absence from the Board of Education and may be granted such leave for a period of time not to exceed one year. The employee may request additional leave from the Board, in writing, at least thirty days prior to the expiration of the first leave. Under no circumstances will Maternity Leave and Child Rearing Leave exceed an aggregated maximum of two (2) years per individual event. An employee may use sick leave days immediately following the birth of a child to care for the child, spouse or domestic partner.

**L. Adoption Leave**

1. Any employee adopting a child or children may, at the discretion of the superintendent, use sick time for the purposes of securing the child or children from his/her current location.
2. Any employee adopting a child or children will be granted a one-year leave of absence without pay upon request.
3. Upon return, the employee shall be placed in the same or similar position for which qualification exists. All benefits shall be reinstated upon employee's return. Salary will commence at the next appropriate salary for that individual.

**M. Resignation**

1. In order to receive final leave accruals, employees must give two weeks' notice of resignation; during that period, no sick time will be allowed without a doctor's statement and no vacation / personal time will be allowed without prior approval. Food Service Director and Management Assistant must give 30 days' notice of resignation. Note: If possible, 30 days' notice of resignation is preferred for all employees, to allow adequate time for final payroll processing.
2. Note: Final Leave accruals may be granted if resignation is in lieu of termination.

### **XIII. ARTICLE XIII**

#### **PROFESSIONAL DEVELOPMENT**

The District recognizes the value of on-going learning for each of its unit members. Professional development opportunities take many forms and may include or extend beyond the areas addressed below.

**A. District Required Learning**

If the District mandates a unit member to attend a class or workshop that is beyond regular work hours, the unit member shall be compensated at the rate of time and one half (1.5x) his/her regular hourly rate of pay. Such a mandate will be in writing. The cost of any mandated class or workshop will be paid by the District.

**B. Employee Requested Learning**

1. Each employee shall be given the opportunity for continued learning. Employees who desire to attend workshops or classes must complete a conference request form for pre-approval by applicable supervisors. The District has pre-determined funds allotted for professional development. In instances when more than one employee wishes to attend a workshop or class and the requests exceed or impact budgeted funding, the supervising Supervisor(s) shall determine which employee shall have the opportunity to attend. Reimbursement shall be provided to employees upon proof of attendance. The District reserves the right to allow more than one (1) employee to attend depending on staffing needs. Requests will not be unreasonably denied.
2. Upon the prior approval of the Superintendent of Schools, an employee may request to take an in-service course that directly relates to his/her job. If approved, the District will pay the reasonable cost of the course.

**C. Student Teaching Request**

If a CSEA Unit Member requests in writing that they be granted an unpaid leave (not to exceed one (1) college semester) to complete the Student Teaching Requirement for their Teaching Certification that the Superintendent will approve such request pending Board of Education approval.

**D. Orientation**

The District will coordinate an Orientation for all newly hired unit employees through the appropriate school building or department.

**E. Superintendent Conference Days**

1. All ten-month unit members are expected to attend Superintendent's Conference Days unless notified in writing by their immediate supervisors. In the event a conference day is scheduled prior to Labor Day, these conference days will be compensated at the person's regular hourly rate whether the employee attends the scheduled conferences or works in their regular capacity.
2. Each part-time member will be compensated for the number of hours in attendance, excluding lunch.

**F. District Approved Conferences**

Unit members may attend other District-approved conferences. Full-time members will be compensated at their normal daily rate of pay. Part-time members will be compensated for the number of hours in attendance. Unit members required to use their own vehicles for travel on District business, or to and from conferences attended under District auspices will be reimbursed at the BOE-approved rate per mile. With the District's prior approval, a unit member may attend a class or workshop that is beyond regular work hours. The unit member shall be compensated at the rate of one and one-half (1 1/2 times) his/her regular hourly rate of pay. The cost of such class or workshop will be borne by the District.



**XIV. ARTICLE XIV**  
**HEALTH INSURANCE**

**A. Active Employee Health Insurance**

1. The Base Plan for employees hired before January 1, 2024 is Blue Point 2 Value (BP2 Value). The District shall contribute to the premium cost of the BP2 Value (or similar plan) for all CSEA employees according to the *Contribution Schedule* shown below. Should the employee desire a more expensive plan, he or she will pay the difference in premium cost to the District as outlined in the *Contribution Schedule* and the cost of the more expensive plan. Existing employees may change their health insurance plans during the district's annual open enrollment period.

**Contribution Schedule**

**Table 4**

<b>Plan Year</b>	<b>District Contribution to Premium of BP2 Value</b>
<b>7/1/23-12/31/23*</b>	<b>90%</b>
<b>1/1/24-12/31/24</b>	<b>89%</b>
<b>1/1/25-12/31/25</b>	<b>88%</b>
<b>1/1/26-12/31/26</b>	<b>87%</b>
<b>1/1/27-6/30/27*</b>	<b>86%</b>

2. Effective January 1, 2024 unit members will have the option for enrollment into a PPO HDHP plan, or equivalent, through RASHP, called the HDHP Signature 1800/3600 medical plan.

Effective January 1, 2024 the base plan for all new hires on or after January 1, 2024 will be the RASHP HDHP Signature 1800/3600 medical plan.

The District's contribution toward the base RASHP HDHP Signature 1800/3600 plan premium will be 100% for Plan years 2024, 2025, 2026 and 2027\*. RASHP HDHP Plan years are defined as January 1 - December 31.

\*If at any time the annual premium cost of the HDHP Family Plan exceeds \$27,000, or \$12,000 for a Single Plan, during the years of this agreement, the District's annual contribution will be 90% and the unit member's contribution will be 10%.

For unit members enrolling in the RASHP HDHP Signature 1800/3600 medical plan who are eligible to make or receive HSA contributions, the District will contribute the following amounts annually during the term of this Agreement to a health savings account ("HSA"). All general purpose HRA accounts held by such unit members that are still active will be automatically converted to a limited purpose & post-deductible HRA when the PPO HDHP coverage begins. The District's HSA contribution will be made in one installment in January each year of this agreement as follows:

2024 Calendar Year of Enrollment	2025 Calendar Year of Enrollment	2026 Calendar Year of Enrollment	2027 Calendar Year of Enrollment
Family Plan 100% of In-Network Deductible	Family Plan 100% of In-Network Deductible	Family Plan 80 % of In-Network Deductible	Family Plan 80% of In-Network Deductible
Single Plan 100% of In-Network Deductible	Single Plan 100% of In-Network Deductible	Single Plan 80% of In-Network Deductible	Single Plan 80% of In-Network Deductible

The HDHP benefits are based upon a calendar year. The PPO HDHP annual deductible is subject to change as the IRS sets the minimum deductible amounts each calendar year.

Employees not eligible to make or receive deposits into a HSA will be issued a limited purpose & post deductible HRA, meaning that the funds can be used to reimburse only dental and vision expenses before the applicable HDHP deductible has been met and can be used to reimburse any eligible medical, dental or vision expenses after the deductible for the applicable HDHP has been met.

**B. Smile Saver Dental Plan**

The District shall provide to all full time employees, the Smile Saver Dental Plan, Option I or equivalent. Employees who qualify for the dental plan will pay fifteen percent (15%) of the premium.

**C. Part-Time Employees**

Part-time employees in any classification may participate in the District health insurance plans by paying the full cost of the premium. Part-time employees in any classification may participate in the District dental insurance plan by paying the full cost of the premium.

**D. Retiree Health Insurance**

**Table 5 \***

Date of Hire	Plan (s)	District Contribution	Criteria at time of Retirement
7/1/1997-6/30/2002	<ul style="list-style-type: none"> <li>Blue Point 2 Value</li> <li>Blue Point 2 Select</li> <li>Blue Point 2 Extended</li> <li>HDHP</li> </ul>	100%	<ul style="list-style-type: none"> <li>Active employee enrolled in district health care</li> <li>Age 55 or Older</li> <li>20+ years in District</li> </ul>
7/1/1997-6/30/2002	<ul style="list-style-type: none"> <li>Blue Point 2 Value</li> <li>Blue Point 2 Select</li> <li>Blue Point 2 Extended</li> <li>HDHP</li> </ul>	5% times the number of years of service between 11-19 years (ex: 19 years of service = 95%; 18 years of	<ul style="list-style-type: none"> <li>Active employee enrolled in district health care</li> <li>Age 55 or Older</li> <li>11 years but less than 20 years of service in the District</li> </ul>

		service = 90%, etc.).	
7/1/1997-6/30/2002	<ul style="list-style-type: none"> <li>Blue Point 2 Value</li> <li>Blue Point 2 Select</li> <li>Blue Point 2 Extended</li> <li>HDHP</li> </ul>	50%	<ul style="list-style-type: none"> <li>Active Employee enrolled in district health care</li> <li>55 years or Older</li> <li>Exactly 10 years</li> </ul>
7/1/1997-6/30/2002		0% Coverage	<ul style="list-style-type: none"> <li>Less than 10 years of service</li> </ul>

\* Dental coverage is not included and is not part of the health insurance coverage for retirees.

**Table 6 \***

Date of Hire	Plan (s)	District Contribution	Criteria at time of Retirement
After July 1, 2002	<ul style="list-style-type: none"> <li>Blue Point 2 Value</li> <li>Blue Point 2 Select</li> <li>Blue Point 2 Select toward Blue Point 2 Extended</li> <li>HDHP</li> </ul>	Retiree during 2023 pays 10% Retiree during 2024 pays 11% Retiree during 2025 pays 12% Retiree during 2026 pays 13% Retiree during 2027 pays 14%	<ul style="list-style-type: none"> <li>Active employee enrolled in district health care</li> <li>Age 55 or Older</li> <li>20+ years in District</li> </ul>
After July 1, 2002	<ul style="list-style-type: none"> <li>Blue Point 2 Value</li> <li>Blue Point 2 Select</li> <li>Blue Point 2 Select toward Blue Point 2 Extended</li> <li>HDHP</li> </ul>	5% less than 85% for each year less than 20 years of service in the District down to 10 years of service. (Example: 19 years of service = 80%; 18 years of service = 75%, etc.).	<ul style="list-style-type: none"> <li>Active employee enrolled in district health care</li> <li>Age 55 or Older</li> <li>10 years but less than 20 years of service in the District</li> </ul>
After July 1, 2002		0% Coverage	<ul style="list-style-type: none"> <li>Less than 10 years of service</li> </ul>

\* Note Tables 5 & 6 are renamed from previous contract

1. Under age 65 Co-pay Plan in Retirement  
Employees eligible for retiree health insurance as defined above (10 or more years of service) and enrolled in a co-pay plan at the time of retirement shall be responsible for the premium share for the under 65 copay plan as outlined above in tables 5 & 6. This shall be in effect until the retiree enrolls in Medicare.
2. Under age 65 HDHP in Retirement  
Employees eligible for retiree health insurance as defined above (10 or more years of service) and enrolled in HDHP at the time of retirement shall be responsible for the same premium share for the under 65 HDHP plan as outlined above in tables 5&6. Retirees shall not be eligible for any HSA deposits.
3. Over age 65 Retiree Health Care (regardless of Co-pay or HDHP when under 65)  
The base plan for all retirees over 65 will be Medicare Blue Choice and the premium paid by the retiree will be according to the calculations in tables 5&6 In the event the base Medicare

health plan changes in the future, the benefits of the new base plan shall be substantially equivalent to the previous base plan.

4. **Surviving Spouse**

Employees who retire with a family plan may continue the family plan into retirement. The surviving spouse of a retiree will be allowed to continue a single plan if he/she contributes 100% of the cost.

5. **Dental Coverage**

Dental coverage is not included and is not part of the health insurance coverage for retirees.

Retirees who elect to continue dental coverage must contribute 100% of the cost.

**E. Flexible Spending Account**

The District will establish a flexible spending account and all eligible employees will be entitled and encouraged to enroll in the plan.

**XV. ARTICLE XV.  
PENSIONS**

The employer agrees to pay the total cost of the 1/50<sup>th</sup> retirement plan, designated as section 75-I, Non-contributory Improved "20 Year Career" Plan consistent with the provisions of the tier under which the employee was hired as required by law.

**XVI. ARTICLE XVI.  
WORKING CONDITIONS**

**A. Breaks:**

All full-time employees of the Unit shall be entitled to two (2) break periods of 20 minutes each, one taken during the first half of his/her shift and the other taken during the second half of his/her shift. If unable to take a twenty (20)-minute break period due to scheduling/work-related conflicts, the employee may take up to forty (40) minutes on the other break period. Such breaks are not to be used to extend lunch or dinner hours or to shorten the working day. A maintenance employee in the building will be on call at all times. All part-time employees who work four (4) hours or more per day shall be entitled to one twenty (20) minute break per day. Employees working six or more hours per day shall be due a 30-minute unpaid duty free lunch

**B. Unit Meetings:**

Members of the Unit working on other than the day shift will be given an opportunity to attend Unit meetings held in the evening, provided that such meetings are limited to one per month and with the understanding that the employee will complete his/her work on the job.

**C. Temporary Assignments:**

An employee temporarily assigned to a higher job classification duty other than his/her regular classification for a cumulative period of more than five (5) days, shall receive a premium of seventy-five (.75) cents more per hour, retroactive to the first day of the temporary assignment.

**D. Involuntary Transfers:**

In the case of involuntary transfer, notice shall be given to the Unit member and CSEA President as soon as possible with an explanation as to why the move is necessary. The transfer will not be made for the purpose of discipline of any Unit member.

**E. Personnel Files:**

Official District personnel files shall be maintained in the *District Office*. All unit members may access and copy all materials in his/her personnel file. Unit members may examine/inspect contents as long as the employee provides written permission for the file (s) to be available to specified Union representatives. Anytime something such as a letter of reprimand, counseling memo, or concerns, the supervisor should share a copy with the unit member. A statement advising the unit member of his/her right to include a rebuttal will be included on written correspondence.

- F. Leaving the Grounds:**  
Employees may not leave the building or grounds except during lunch without prior approval from the supervisor.
- G. Reporting Duties:**  
Employees are to report any break **Clothing/Shoe Allowance:** age, theft or vandalism they discover to their supervisor.
- H. Change of Assignment:**  
At the time of employment, promotion, or change in assignment, any benefits, salaries or privileges gained by previous experience in the school district will be agreed upon between the employee and the superintendent at the time of employment, promotion or change in assignment. Any additional compensation offered to an employee must be negotiated with the Unit prior to implementation.
- I. Unit Requests:**  
The District shall furnish to the Unit, upon written request, all information needed by the Unit for the negotiation and administration of the Agreement with reference to terms and conditions of employment.
- J. Clothing/Shoe Allowance:**  
Each year facilities staff will be provided seven (7) shirts and \$150.00 towards approved work shoes. The amount will be reimbursed upon submission of claim form with accompanying receipt. Each year food service staff will be provided three (3) shirts and \$80 toward approved slip resistant shoes. The amount will be reimbursed upon submission of claim form with accompanying receipt. Employees are to maintain the uniforms and wear them to work. Failure to wear provided uniforms may subject employees to disciplinary action.
- K. Teaching Assistant Serving as Substitute Teacher:**  
When a certified substitute cannot be found, a building principal may request a teaching assistant to serve in a substitute teacher role. If requested by the building principal, teaching assistants may substitute on a per diem basis. Any Teaching Assistant who serves in the role of substitute teacher. will receive sixty (\$60) dollars for a full-day (Full day = 6-8 hours) or thirty (\$30) dollars for a half-day (Half-day = 2.5-4.5 hours). or fifteen (\$15) dollars for working up to 2 hours per day. This payment is in addition to regular workday pay.
- L. Process for Determining Teaching Assistants as Certified Substitute:**  
Each building has a unique schedule and culture in which daily business is conducted. Building-level practices will be utilized for determining utilization of teaching assistants as substitute teachers.
- M. Loss Reimbursement:**  
The District will reimburse Unit members for the reasonable cost of any uninsured clothing, dentures, eyeglasses, hearing aids or any other personal items which are damaged or destroyed as a result of an assault or accident while acting in their assigned duties. Reimbursement will be of equal or lesser value of damaged item.
- N. Employee Assistance Program:**  
The District will provide an Employee Assistance Program to assist and enable all employees to resolve personal, social, financial or health-related issues on a confidential basis.

**XVII. ARTICLE XVII.**  
**EMPLOYEE PERFORMANCE APPRAISAL**

**A. Annual Appraisal:**

Each member of the bargaining unit will be evaluated on an annual basis. Supervisors will meet with employees to review their annual performance and the written evaluation will be received by unit members at this meeting or no later than the first Friday in June.

**B. Need for Improvement:**

If there is a concern regarding an employee's performance, the supervisor will notify the employee in writing. The employee will be provided a minimum of six weeks or 30 school days within a single school year to demonstrate improvement in the area determined to be unsatisfactory. (District and CSEA representatives will jointly develop an Improvement Plan process and Documentation).

Applicable Appraisals forms for Unit Members can be found in the Appendix of the contract.

**XVIII. ARTICLE XVIII.**  
**WAGES**

**A. Wage Increases**

**Table 7**

<b>School Year</b>	<b>Percentage Increase on Base Pay</b>
2023-2024	.80 to base then 3.4%
2024-2025	3.4
2025-2026	3.2
2026-2027	3.2

- B.** For non-supervisory positions, the second shift differential will be fifty cents (\$.50) and the third shift differential will be sixty cents (\$.60). Custodian or Working Foreman second shift differential will be one dollar (\$1.00) and the third shift differential will be one dollar and twenty cents (\$1.20)
- C.** For informational purposes for salary calculations, salaries for employees who leave prior to the end of the school year will be prorated based on the actual days the unit member worked, formula below:  
Annual salary / months = Monthly Rate Hourly x Standard Hours/Day = Daily Rate
- D.** Specific Maintenance starting rates in table 8 for 23-24 exceed the combination of compression factor and percentage increase for new hires from the 22-23 school year in the following titles: Maintenance Mechanic, Head Grounds Equipment Operator, Custodian/Working Foreman & Youth Assistants. These employees in the maintenance positions will receive the new rate with the % increase but no compression factor. Language in this section will then sunset.
- E.** Compression calculation side memo to address current employees making \$14.20 - \$14.99 The calculations (.80 + 3.4) set forth shall be applied on July 1, 2023 prior to the % increase set forth in Table 7. Language in this section will then sunset
- F.** NYSED requires 3 levels of teaching assistant certification. Each teaching assistant hired after July 1, 2017, or current employees who have not attained Level III status as of July 1, 2017, shall receive a one-time lump sum payment of \$250 for the first block of 9-hours (Level II). Each teaching assistant hired after July 1, 2017 shall receive a one-time lump sum payment of \$500 for the second block of 9-hours (Level III). \$750 is the cumulative maximum amount that can be earned (18 hours total).

**G. Starting Wages for Unit Members Hired after 7/1/2023****Table 8**

Position	2023-2024	2024-2025	2025-2026	2026-2027
<b>Instruction, Office &amp; Student Services</b>				
<u>Management Assistant</u>	25.88	26.56	27.22	27.88
<u>Occupational Therapist</u>	<u>Negotiate</u>			
<u>Office Clerk II/Typist</u>	16.94	17.39	17.81	18.25
<u>Office Clerk III/Typist</u>	15.60	16.01	16.40	16.81
<u>Office Clerk IV/Typist</u>	15.00	15.40	15.77	16.16
<u>Registrar</u>	17.84	18.31	18.76	19.22
<u>School Aide</u>	15.00	15.40	15.77	16.16
<u>School Nurse (LPN)</u>	<u>Negotiate</u>			
<u>School Nurse (RN)</u>	<u>Negotiate</u>			
<u>Teacher Aide</u>	15.00	15.40	15.77	16.16
<u>Teaching Assistant- Level I</u>	16.00	16.42	16.83	17.24
<u>Teaching Assistant- Level II</u>	16.24	16.67	17.08	17.50
<u>Teaching Assistant- Level III</u>	16.92	17.37	17.79	18.23
<b>Food Service</b>				
<u>Assistant Cook</u>	15.62	16.03	16.43	16.83
<u>Director</u>	<u>Negotiate</u>			
<u>Food Service Worker/Helper</u>	15.00	15.40	15.77	16.16
<b>Operations &amp; Maintenance:</b>				
<u>Audio Visual Assistant</u>	19.92	20.45	20.95	21.46
<u>*Bus Driver</u>	19.92	20.45	20.95	21.46
<u>Cleaner</u>	15.00	15.40	15.77	16.16
<u>Comp. Hardware Installer</u>	19.92	20.45	20.95	21.46
<u>*Custodian &amp; Working Foreman</u>	18.00	18.48	18.93	19.39
<u>Head Grounds Equip Operator</u>	21.13	21.69	22.22	22.76
<u>Laborer</u>	15.00	15.40	15.77	16.16
<u>*Maintenance Mechanic I</u>	22.27	22.86	23.42	23.99
<u>Senior Network Technician</u>	27.59	28.32	29.01	29.72
<u>* Youth Assistant</u>	17.00	17.45	17.88	18.35

\*This particular starting rate is subject to change based upon the experience level of the new hire

**H. Longevity Award**

A Longevity Award will be added to the base salary to full time Unit members who meet the following years of service in the District:

5 years of service (payable in 6 <sup>th</sup> year) \$225.00	20 years of service (payable in 21 <sup>st</sup> year) \$925.00
10 years of service (payable in 11 <sup>th</sup> year) \$325.00	25 years of service (paid in 26 <sup>th</sup> year) \$1225.00
15 years of service (payable in 16 <sup>th</sup> year) \$675.00	Thank you for your service.

**XIX. ARTICLE XIX.**  
**YEARS OF SERVICE RECOGNITION**

**A. Years of Service Recognition**

1. Any full-time employee with ten (10) or more consecutive years of service in the District and who is eligible\* to retire in any year of the plan under the New York State Retirement Systems and who gives the District an irrevocable letter of retirement/resignation 3 months prior to his/her date of retirement will be eligible
2. Payment: any full-time employee who meets the above requirements and fulfills the above procedure will receive a one-time lump sum payment equal to two hundred dollars (\$200) for each full year of consecutive service in the District (e.g., twenty (20) years of service - \$4000 lump sum payment).
3. Payment: any part-time employee who meets the above requirements and fulfills the above procedure will receive a one-time lump sum payment equal to one hundred dollars (\$100) for each full year of consecutive service in the District. E.g., twenty (20) years of service - \$2000 lump sum payment).
4. *For purposes of the Years-of-Service Recognition, the Unit member must meet the criteria of the New York State Retirement Systems, but need not be a member of the New York State Retirement Systems.*

**B. Payment for Unused Sick Days Upon Retirement**

1. All full-time 12-month employees covered under this contract and all full-time, 10-month employees who are eligible\* to retire from the District and who have ten (10) or more years of service in the District will be compensated for one half of their accumulated sick time leave at \$40.00 dollars per day.
2. All part-time employees who are eligible\* to retire from the District and who have ten or more years of service in the District will be compensated for one half of their accumulated sick time leave at \$20.00 dollars per day.
3. The District will participate in the New York State Retirement System 41-j program unless the state discontinues the program or the district resources are insufficient to maintain continuation in the program.

**XX. ARTICLE XX**  
**NEGOTIATIONS**

Negotiations for any contract shall begin the first Monday of December of the school year in which the contract expires. The parties hereto agree that all negotiable items have been discussed during the negotiations leading to this Agreement and hereby agree that the negotiations will not be reopened on any time whether contained herein nor during the period covered by this Agreement.

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

**XXI. ARTICLE XXI.**  
**SAVINGS CLAUSE**

Any clause or provision in this agreement, which is contrary to or inconsistent with the New York State Civil Service Law or applicable to Federal law, shall be deemed null and void except to the extent any such clause or provision is consistent with said laws.



**SIGNATURE PAGE**

**AGREEMENT BETWEEN THE SUPERINTENDENT OF SCHOOL OF THE  
EAST ROCHESTER UNION FREE SCHOOL DISTRICT AND THE EAST  
ROCHESTER NON-TEACHING UNION CSEA, INC., AFSCME, LOCAL 1000,  
AFL-CIO, July 1, 2023 – June 30, 2027.**

**On Behalf of Civil Service Employees' Association**

\_\_\_\_\_  
**CSEA Unit President, Katie DeVito**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**CSEA Unit Vice-President, Liz Pappas**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**CSEA Labor Relations Specialist, Paul Peters**

\_\_\_\_\_  
**Date**

**On Behalf of East Rochester Union Free School District**

\_\_\_\_\_  
**ERUFSD School Superintendent, James Haugh**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**ERUFSD Business Official, Staci SanSoucie**

\_\_\_\_\_  
**Date**

**East Rochester Union Free School District  
Facilities Personnel Appraisal Form**

<u>Date</u>	<u>Name</u>	<u>Position</u>
<p style="text-align: center;"><b><u>Indicator of Performance Levels</u></b></p> <p>(O) Outstanding                      Performance is consistently exceptional on all occasions.            (AA) Above Average                Performance exceeds essential requirements on a regular basis.            (S) Satisfactory                      Performance fully meets essential requirements.            (NI) Needs Improvement           Performance does not meet essential requirements. Improvement must occur.            (U) Unsatisfactory                  Performance is not acceptable.            (N/A) Non-Applied</p>		
<b>Productivity</b>		
1- <u>Operations</u> : Level of performance in carrying out assignments in his/her area of responsibility		
2- <u>Safety</u> : Effectiveness in carrying out his/her responsibilities safely both themselves and through others		
<u>Comments</u> :		
<b>Knowledge</b>		
3- <u>Basic</u> : Knowledge required carrying out his/her primary responsibilities.		
4- <u>Related</u> : Knowledge of other areas helpful in his/her performance		
5- <u>Application</u> : Effectiveness in applying his/her knowledge to the job		
<u>Comments</u> :		
<b>Problem Solving</b>		
6- <u>Recognition</u> : Ability to see problems and the opportunity for their solution		
7- <u>Analysis</u> : Ability to gather and evaluate pertinent facts		
8- <u>Judgment</u> : Quality of recommendation or actions taken		
9- <u>Creativity</u> : Evidence of original thinking applied to his her job		
<u>Comments</u> :		
<b>Cooperativeness</b>		
10- <u>Other Personnel</u> : Evidence of cooperation with associates		

11- <u>Others</u> : Effectiveness in relationships with staff members, faculty, students and the public in general when needed.		
12- <u>Communication</u> : Effectiveness in getting across to others, both orally and in writing		
<u>Comments</u> :		
<b>Organizational Skill</b>		
13- <u>Planning</u> : Effectiveness in anticipating needs, setting up objectives and establishing time schedules		
14- <u>Execution</u> : Effectiveness in holding objectives, interpreting progress and taking corrective action.		
<u>Comments</u> :		
<b>General</b>		
15- <u>Appearance</u> : As it relates to job requirements		
16- <u>Attendance</u> : Take into account unexcused absence, tardiness, etc.		
<u>Comments</u> :		
<b>For Supervisor Only</b>		
1- Effectiveness in directing, coaching and motivating subordinate employees		
2- Effectiveness in distributing work and delegating responsibility		
<u>Comments</u> :		
<u>Additional Comments</u> :		
__/__/__		
Date	Employee Signature	Supervisor Signature
__/__/__		
Date	Business Official	

**East Rochester Union Free School District  
Support Staff Performance Appraisal Form**

<u>Appraisal Date</u>	<u>Name</u>	<u>Position</u>
<b><u>Definitions of Ratings</u></b>		
<p><b>EE</b> - Exceeds Expectations: Performance consistently exceeds expectations; readily accepts additional responsibilities; work is characterized by initiative, resourcefulness and creativity; requires minimal supervision.</p> <p><b>ME</b> - Meets Expectations: Performance expectations are met; employee has thorough understanding of the job; may periodically exceed expectations.</p> <p><b>NI</b> - Needs Improvement: Performance results are sometimes met but are often below expectations; additional time, training and/or assistance may be required to meet expectations; behaviors that are identified as, "Needs Improvement" may be documented with an appropriate action plan</p> <p>Comments – Category comments are optional; clarification, expectations and suggestions for improvement or commendable performance may be stated.</p>		
Item	Rating	Comments
<b>Effectiveness</b> – skill in planning, organizing and implementing work assignments.		
<b>Accuracy and Thoroughness</b> – quality and completeness of work.		
<b>Effectiveness – Dealing with Students</b> – cooperates with and influences students appropriately; treats students fairly and consistently; uses appropriate student management techniques.		
<b>Initiative and Resourcefulness</b> – drive and creativity; the ability to start and complete work with minimal outside direction.		
<b>Adaptability/Problem Solving</b> – ability to work under stress; receptiveness to change/new ideas.		
<b>Relationships</b> – ability to work effectively with peers, supervisor and public; understands district confidentially.		
<b>Communications</b> – ability to communicate effectively; ability to observe and listen and take direction.		
<b>Attitude and Cooperation</b> – Ability to support district objectives, decisions and policies.		
<b>General – Attendance</b>		
<b><u>Additional Comments by Evaluator:</u></b>		

<b><u>Employee Comments:</u></b>		
<b><u>Signatures</u></b>		
Evaluator's Signature:	_____	Date: _____
Employee's Signature:	_____	Date: _____
<p><b>Note:</b> The employee signature represents only that the employee has seen the evaluation and does not mean agreement or disagreement</p>		

**East Rochester Union Free School District**  
**Non-Instructional Employee**  
**Performance Improvement Plan**

**PURPOSES-PROCEDURES-POINTS TO CONSIDER**

For those non-instructional employees who are rated, in any area, below district standards (Needs Improvement/Unsatisfactory), a *Non-Instructional Employee Performance Improvement Plan* shall be developed by the district in consultation with the applicable employee.

**Purposes:**

1. To demonstrate the commitment of the East Rochester Union Free School District to the ongoing growth and development of all non-tenured Staff.
2. To improve the performance of staff members who have been identified by their supervisor(s) as needing assistance in meeting district standards for performance.
3. To implement a process that is intended to assist in professional growth for the non-instructional staff members.

**Procedures:**

1. When a supervisor's informal observation and/or evaluation of any non-instructional employee indicates an area of on-going concern with performance, the supervisor(s) will inform the Assistant Superintendent of Finance and Operations of the need for an improvement plan. The Assistant Superintendent of Finance and Operations will notify the CSEA Union President of the concern.
2. The recommendation for the improvement plan should be supplemented by copies of evaluations, notes or descriptions of information gathered from informal observations, the *Non-Instructional Employee Performance Improvement Plan*, and the Supervisor Checklist.
3. The Assistant Superintendent of Finance and Operations will review applicable documents. If the supervisor's recommendation for a *Non-Instructional Employee Performance Improvement Plan* is approved by the Assistant Superintendent of Finance and Operations, an individual improvement plan will be developed with the Staff Member and the Supervisor. This written plan will focus on specific areas for improvement.
4. The Supervisor will review the finalized improvement plan with the Assistant Superintendent of Finance and Operations
5. Strict confidentiality will be maintained throughout the development and implementation of the plan.

**Points to Consider:**

1. Strategies to be included on the Non-Instructional Personnel Improvement Plan may be varied in accordance with the specific area(s) in need of improvement.
2. The duration of the improvement plan should be relatively brief. Clear starting and ending dates should be established during the planning phase.
3. Successful completion of an identified area within the *Non-Instructional Employee Performance Improvement Plan* does not mean that the employee has risen to a level commensurate with district standards.

There are three documents included in the Improvement Plan Process:

- **Non-Instructional Employee Performance Improvement Plan: Purpose- Procedures-Points to Consider**
- **Non-Instructional Employee Performance Improvement Plan**
- **Non-Instructional Employee Performance Improvement Plan Administrative Checklist**

**East Rochester Union Free School District  
Non-Instructional Employee  
Performance Improvement Plan**

**SUPERVISOR CHECKLIST**

<b><u>I. Observations</u></b>		<b><u>Sign-off</u> (please initial below)</b>		
<b><u>Required Formal Observations:</u></b> Indicate dates for the following:	Date	Unit Member	Supervisor	CSEA Rep.
<input type="checkbox"/> Observation/Evaluation				
<input type="checkbox"/> Observation/Evaluation (if applicable)				
<input type="checkbox"/> Observation/Evaluation (if applicable)				
<b><u>II. Non-Instructional Employee Performance Improvement Plan:</u></b>				
<b>A.</b> Supervisor Informs Assistant Superintendent of Finance and Operations of need for Non-Tenured Personnel Improvement Plan				
<b>B.</b> Assistant Superintendent of Finance and Operations notifies CSEA Representative(s) of need for Improvement Plan				
<b>C.</b> Non-Instructional Employee and Supervisor Develop the Improvement Plan				
<b>D.</b> Supervisor and Assistant Superintendent of Finance and Operations Review the Improvement Plan				
<b><i>E. List Strategies for Improvement Below :</i></b>				
<b>F.</b> Successful Completion of \Improvement Plan _____Yes _____No				
<input type="checkbox"/> Release Employee From Improvement Plan				

Non-Instructional Employee Signature: \_\_\_\_\_ Completion Date: \_\_\_\_\_

Supervisor's Signature: \_\_\_\_\_ Completion Date: \_\_\_\_\_

CSEA Representative Signature: \_\_\_\_\_ Completion Date: \_\_\_\_\_

Superintendent's Signature: \_\_\_\_\_ Completion Date: \_\_\_\_\_

There are three documents included in the Improvement Plan Process:

- **Non-Instructional Employee Performance Improvement Plan: Purpose- Procedures-Points to Consider**
- **Non-Instructional Employee Performance Improvement Plan**
- **Non-Instructional Employee Performance Improvement Plan Administrative Checklist**

**East Rochester Union Free School District  
Non-Instructional Employee  
Performance Improvement Plan**

NAME: \_\_\_\_\_ POSITION: \_\_\_\_\_

Initiation Date: \_\_\_\_\_ Planned Completion Date: \_\_\_\_\_

**AREA(S) IDENTIFIED FOR IMPROVEMENT**

<b>Strategies for Improvement</b>	<b>Due Date</b>	<b>Completion Date</b>
REVIEWED ON: _____		
PROGRESS SUMMARY: _____ _____		
RECOMMENDED ACTION: _____ _____		
STAFF MEMBER COMMENTS: _____ _____		
Successful Completion _____ Yes _____ No _____ Staff Member: _____ Completion Date: _____ CSEA Representative: _____ Completion Date: _____ Supervisor's Signature: _____ Completion Date: _____ Superintendent Signature: _____ Completion Date: _____		

There are three documents included in the Improvement Plan Process:

- **Non-Instructional Employee Performance Improvement Plan: Purpose- Procedures-Points to Consider**
- **Non-Instructional Employee Performance Improvement Plan**
- **Non-Instructional Employee Performance Improvement Plan Administrative Checklist**



### **Methodology to Incorporate Longevity Sum into Base Hourly Wage**

The District and the Unit agree the Paid Days figure can vary from year to year as the school calendar changes. The Paid Days figure used to calculate the Prior Year Prorated Hourly Wage shall be that figure in force in the year when the unit member first earns a longevity plateau.

Similarly, though it should not change often, if ever, the District and the Unit agree the Hours per Day figure used to calculate the Prior Year Prorated Hourly Wage shall be the full-time hours per day standard to the position in force in the year when the unit member first earns a longevity plateau.

#### **Step-by-Step Calculation:**

1. In the year the unit member becomes eligible for a particular longevity award the applicable sum will be paid to the unit member as additional pay in a lump sum amount, as in the following example:
  - a. Assumptions for the Example:  
**22-23 = Year 5 (Year first eligible)**  
**23-24 = Year 6 (Year longevity is payable)**  
**24-25 = Year 7 (Year longevity is added to base)**  
Longevity Amount: \$225 (5-years)  
23-24: Paid Days: 198  
23-24 Hours per Day: 7
  - b. Calculations:  
23-24 Base Salary:  $\$16.00 \times 7 \times 198 = \$22,176$   
23-24 5-Year Longevity Amount = \$225  
23-24 Prorated Salary = \$22,401
2. In the subsequent year of a particular longevity award the longevity amount will be incorporated into the unit member's base wage as in the following example:
  - a. Assumptions for this Example:  
24-25 Wage Increase: (Prior Year Wage x 1.034) [per contract]
  - b. Calculations:  
Begin with the Prior Year (Year 6) Prorated Salary amount and, using prior year (Year 6) paid days and the full-time hours per day standard to the position, recalculate backwards to obtain the Prior Year (Year 6) Prorated Hourly Wage. The Prior Year Prorated Hourly Wage will have the longevity amount permanently blended into it.  
**Example:**  $\$22,401 / 198 \text{ Days} / 7 \text{ Hours per Day} = \$16.16/\text{hr} = \text{Prior Year (Year 6) Prorated Hourly Wage}$ . Then, use the Prior Year Prorated Hourly Wage to calculate the Subsequent Year (Year 7) Hourly Wage as per the agreed upon formula in the CSEA contract.  
Then, use the Prior Year Prorated Hourly Wage to calculate the Subsequent Year (Year 7) Hourly Wage as per the agreed upon formula in the CSEA contract.  
 $(\$16.16/\text{hr} \times 1.034) = 16.71/\text{hr} = \text{Subsequent Year (Year 7) Base Wage}$

**East Rochester Union Free School District**  
**NON-TEACHING EMPLOYEES' VOLUNTARY SICK DAY BANK**  
(Rules effective 7/1/23)

**ELIGIBILITY:**

1. The employee shall have worked in the District *for at least one full year* to be eligible to contribute to the bank or use days from the bank.
2. Employees will contribute as requested, and contributions *must be a minimum of two (2) days* to join.
3. Employee must first contribute to the bank to be eligible to use it.

**GOVERNANCE:**

1. Decisions regarding application of the rules and regulations of the sick day bank will be made by the president of the non-teaching association (or designee), the Superintendent of Schools (or designee), and a representative from the District Office.
2. Extenuating circumstances will be determined by the above committee on an individual basis.
3. The District reserves the right to have the employee examined by the school doctor at any time. The District will pay any cost for the examination.

**USE:**

1. The employee shall have used all of his/her accumulated sick leave days (not including personal days or vacation days).
2. The employee must be out for *at least 30 consecutive days* due to accident or long-term illness, and must produce a doctor's statement for the absence. The sick bank will begin on day 31 providing the employee has exhausted all personal sick days.
3. The employee may draw consecutive sick leave days from the bank *equal to 180 days* from the date the first bank day was used.
4. The employee must be back to work *for one full year* before being able to use the sick bank again.
5. The sick bank will not apply to accidents or illnesses covered by Workers' Compensation. Workers' Compensation rules will apply in these cases.
6. Committee may request a doctor's excuse if he/she will be absent beyond the original estimated date of return.

**OTHER:**

1. Upon retirement or resignation, an employee may contribute the balance of their sick days to the bank.
2. If an employee does not join the sick bank when first eligible, they *may not join at any time in the future*.
3. Employees who are medically unable to work after the birth of a child (6-8 weeks) are eligible for sick bank time only for the medical leave. Sick bank time is not to be used for childcare leave.
4. If **at any time** the bank days drop below 400, two (2) days will automatically be deducted from each member on July 1<sup>st</sup>.
5. A "break" in the use of the sick day bank **nullifies** continued use of the bank. (ex: If an employee is drawing sick bank days, and then goes on vacation, when they return they will no longer be eligible to continue use of the bank. Or, if an employee is using the bank, and returns to work for a week, but becomes ill again, they may not continue to draw from the bank).

**East Rochester Union Free School District**  
**Sick Bank Enrollment Form**

Employee Name: \_\_\_\_\_

Your one-year anniversary with the District was on \_\_\_\_\_. You are now eligible to enroll in the District's Non-Instructional Voluntary Sick Bank. As stated, enrollment in the Sick Bank is **optional** however, if you do not enroll at this time you will no longer be eligible to join the Sick Bank.

Please select your preference below and return to the Payroll Office within ten (10) working days.

\_\_\_\_\_ Yes, I would like to enroll in the Non-Instructional Sick Bank. I understand that this requires me to contribute a minimum of two (2) days from my Accumulated Sick Leave Reserve to become a member. I understand that, based on use of the Sick Bank, I may have to contribute additional days.

\_\_\_\_\_ No, I would not like to enroll in the Non-Instructional Sick Bank. I understand that by declining to enroll at this time that I will no longer be eligible to join the Sick Bank.

**Failure to return this form by the required due date (10 working days from one-year of employment), will result in removal from sick bank.**

\_\_\_\_\_  
Signature of Employee

\_\_\_\_\_  
Date

*\*Please refer to Non-Instructional Sick Bank Rules for additional information.*