

## **ARTICLE I - AGREEMENT**

This Agreement entered into July 1, 2015 between the Board of Education, Schalmont Central School District (Employer) and the Schalmont School Related Professionals Association (Association), a labor organization existing under the laws of the state of New York.

## **ARTICLE II - PURPOSE AND INTENT**

The general purpose of this Agreement is to set forth terms and conditions of employment and to promote orderly and peaceful labor relations for the mutual interest of the Employer, the employees, the Association and the public at large in accordance with the intent of the Public Employees Fair Employment Act.

The parties recognize that the interest of the community and the job security for the employees depend upon the Employer's success in establishing proper services to the residents within the school district. To these ends the Employer and the Association encourage to the fullest degree friendly and cooperative relations between their respective representatives at all levels and among all employees.

## **ARTICLE III - DEFINITIONS**

- A. **Association** means the Schalmont School Related Professional Association.
- B. **Member** means a member of the Schalmont School Related Professional Association.
- C. **Employee** means a person employed by the Board of Education, Schalmont Central School District at Rotterdam, in any of the job classifications included in the negotiating unit for which the employer has recognized the Association as the employee organization.
- D. **Service or Length of Service** shall include all employment with the Employer unless provided otherwise in this Agreement.
- E. **Employer** means Board of Education, Schalmont Central School District at Rotterdam.
- F. **Supervisor or Immediate Supervisor** means the person immediately in charge or who immediately supervises the employee claiming grievance, and who can institute or effectively recommend the institution of disciplinary action.
- G. **Superintendent** means the Superintendent of Schools of the Schalmont Central School District at Rotterdam.
- H. **Association Officer** refers to officers or representatives of the Association.

- I. **Representatives** means one or more officers or members of the Association authorized to represent employees in the adjustment of grievances or other matters affecting their working conditions.

## **ARTICLE IV - RECOGNITION OF THE ASSOCIATION**

Pursuant to and in accordance with all applicable provisions of the Public Employees Fair Employment Act, as amended (Section 200 et. seq. of the Civil Service Law) and other applicable laws, the Employer hereby recognizes the Association as the exclusive representatives for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment of all the personnel employed in the unit hereinafter described. The period of recognition shall commence on the effective date of this Agreement and shall continue for such further period up to the maximum allowed by Law.

## **ARTICLE V - THE UNIT**

The unit of employees covered by this Agreement and to be represented by the Association is hereby described as follows:

All noninstructional employees of Schalmont Central School District at Rotterdam, including, but not limited to, personnel employed in the clerical, transportation, custodial and maintenance, and cafeteria sections of the Employer, and including temporary, substitute and part-time employees, monitors and aides, grounds, mechanics, bus techs, safety officers and security monitors, but excluding heads of departments.

## **ARTICLE VI - ASSOCIATION SECURITY**

Employees, not members of the Association who desire membership shall confirm their desire to join by signing their Association application form and dues deduction authorization forms. The District shall deduct from the salary of employees in the bargaining unit who are not members of the Schalmont School Related Professionals Association an amount equal to the dues levied by the Association and shall transmit the sum so deducted to the Association, in accordance with the Laws of the State of New York. The Association affirms that it has adopted such procedure for refund of agency fee deduction as required by of the Laws of the State of New York. This provision for agency fee deduction shall continue in effect as long as the Schalmont School Related Professionals Association maintains such procedure.

## **ARTICLE VII - DUES CHECK-OFF**

- A. The Employer agrees to deduct from the wages of any employee who is a member of the Association all membership dues and assessments as provided in a written authorization executed by the employee.
- B. Such deductions will be authorized, levied and certified in accordance with the Constitution and By-Laws of the Association. Each employee and the Association hereby authorize the Employer to rely upon and to honor certifications by the Treasurer of the Association regarding the amounts to be deducted and the legality of the adopting action.
- C. The authorization herein described shall be subject to revocation by the employees who executed such assignments, upon giving thirty (30) days written notice to the Association and the Employer.
- D. The Employer agrees to provide payroll deduction to this bargaining unit for the NYSUT Benefit Trust Fund.

## **ARTICLE VIII - MANAGEMENT RIGHTS & RESPONSIBILITIES**

- A. The Association recognizes the prerogatives of the Employer to operate and manage its affairs in all respects in accordance with its responsibilities and powers of authority.
- B. The employer has the right to schedule overtime work as required in a manner most advantageous to the Employer and consistent with requirements of public employment, subject to the provisions of this Agreement.
- C. It is understood by the parties that every incidental duty connected with operations enumerated in job descriptions is not always specifically described.
- D. The Employer reserves the right to discipline and discharge for just cause. The Employer reserves the right to lay off personnel for lack of work or funds; or for the occurrence of conditions beyond the control of the Employer; or when such continuance of work would be wasteful and unproductive. The Employer shall have the right to determine reasonable schedules of work and to establish the methods and processes by which such work is performed.
- E. The Employer reserves the right to limit each employee to a maximum of forty (40) hours of regularly scheduled work weekly. For purposes of this Article, regularly scheduled work is permanently appointed and awarded pursuant to a posted vacancy.

## **ARTICLE IX - RIGHTS OF EMPLOYEES**

- A. It is agreed by the Employer and the Association that the Employer is obligated, legally and morally, to provide equality of opportunity, consideration, and treatment to all personnel employed by the School District in all phases of the employment process.
- B. It is further intended that this Agreement shall supplement any applicable rule or regulation promulgated by the Board of Education.
- C. The Employer will not aid, promote, or finance any labor group or organization purporting to engage in collective bargaining or make any agreement with any such group or organization which would violate any rights of the Association under this contract.
- D. No official or agent of the Employer shall:
  - 1. Interfere with, restrain, or coerce employees in the exercise of their right to join or refrain from joining a labor organization, except where permitted by law to avoid a conflict of interest.
  - 2. Initiate, create, dominate, contribute to, or interfere with the formation or administration of any employee organization meeting the requirements of Law.
  - 3. Discriminate in regard to employment or conditions of employment in order to encourage or discourage membership in a labor organization.
  - 4. Discriminate against an employee because he/she has given testimony or taken part in any grievance procedures or other hearing, negotiations, or conferences as part of the labor organization recognized under the terms of this Agreement.
  - 5. Refuse to meet, negotiate or confer on proper matters with representatives of the Association as set forth in this Agreement.
- E. Notification within a reasonable time shall be given to each employee of any disciplinary action taken against him/her, which may result in an official entry being added to his/her personnel file.
- F. In the event that the Employer initiates disciplinary action against any employee, the Association shall be free to participate at all stages of the proceedings if the employee involved desires and the Association elects to do so to the extent allowed by the Civil Service Law. When the Association desires to participate pursuant to this paragraph, it shall be provided with a copy of the charges and specifications, recommendations and decisions.

- G. 1. New employees hired after July 1, 2016 shall serve a probationary period of six (6) consecutive calendar months commencing with the first day of employment. Upon completion of such probationary period, employees shall be permanent and subject to all rights and disciplinary procedures stated herein.
  2. Any probationary employee terminated during his/her probationary period shall, upon request to the Superintendent, be entitled to written reasons therefor.
  3. Such probationary employee shall be entitled to file a written response to said reasons for his/her termination with the Superintendent and the Board within ten (10) days of receiving such reasons.
  4. The terminated probationary employee may request a hearing before the Board.
  5. The determination of the Board shall be final and shall not be subject to any further hearing or grievance procedure provided herein.
- H. 1. **Disciplinary Procedure.** Where the District deems it necessary to exercise its right, pursuant to Article VIII, Section D of the Agreement, to “discipline and discharge for just cause,” it shall provide the employee with a written notice of discipline, which shall set forth the charges and allegations against the employee.
2. The employee may, within eight (8) school days following the receipt of the written charge(s), respond to said charge(s) by admitting or denying the charge(s) and requesting a hearing if the employee desires one. In addition, the employee should also indicate in that response whether he or she wishes to have the disciplinary matter arbitrated or to proceed via Section 75 of the Civil Service Law. The employee is entitled to select only one of these procedures. If the employee selects arbitration, the District shall not invoke Section 75.
  3. If the employee wishes to proceed via Section 75, then the provisions of that section of law shall dictate the rest of the proceedings.
  4. If the employee wishes to arbitrate the dispute, then the Association shall file a demand for arbitration with the New York State Public Employment Relations Board within ten (10) school days of the employee’s response to the charge(s). The Board of Education may act to impose discipline upon the Superintendent’s recommendation. An arbitrator shall be designated pursuant to the procedures established by the Public Employment Relations Board. At the arbitration the District shall be held to the “just cause” standard articulated in Article VIII, Section D. The Arbitrator’s decision shall be final and binding upon the parties. All fees and expenses shall be borne by the District.

5. If the employees do not respond to the written disciplinary charges, it shall be assumed that the employee denies the charge(s) and requests to proceed via arbitration. The Association shall have ten (10) school days to file for arbitration starting from the last day the employee should have filed a response (e.g., eighteen (18) school days from the receipt of the written notice of discipline).

## **ARTICLE X - GRIEVANCE PROCEDURE**

### **A. Definition**

A grievance is a claim based upon an event or condition which affects the terms and conditions of employment of an employee or group of employees and/or the interpretation of meaning of any of the provisions of this Agreement or any subsequent Agreement entered into pursuant to this Agreement.

### **B. Purpose**

1. The purpose of this procedure is to secure at the lowest possible administrative level equitable solutions to the problems which may from time to time arise affecting the working conditions of the employees. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedures.
2. Nothing herein contained shall be construed as limiting the right of any individual employee having a grievance to discuss the matter informally with any appropriate member of the school district administration and having the grievance adjusted. He/she need not be represented by the Association unless he/she so requests.
3. Nothing contained in this Article shall be deemed to preclude the Association from initiating a grievance or pursuing resolution of any grievance through all stages of this grievance procedure.

### **C. Steps**

1. Level 1 - The employee shall first submit his/her complaint in writing to his/her immediate supervisor. The employee shall meet with the supervisor concerning his/her complaint either alone or if he/she so desires, accompanied by an Association representative with the objective of resolving the matter informally. Such conference shall take place within two (2) school days after the immediate supervisor is notified of the grievance and the immediate supervisor shall indicate his/her disposition of the grievance in writing within three (3) school days after such a conference is held.

2. Other Levels - If the aggrieved person is not satisfied with the disposition of his/her grievance at Level 1, he/she may appeal his/her grievance in writing, with the consent of the Association, with the appropriate person in accordance with the following steps:

Level 2:	School District Business Administrator
Level 3:	Superintendent of Schools
Level 4:	Board of Education
Level 5:	Arbitration

**D. General Procedural Provisions**

1. Any grievance must be filed within ten (10) working days after the occurrence or within ten (10) working days after the aggrieved party becomes aware of the occurrence which is the basis for the grievance unless there is an exceptional reason why the grievance could not be timely submitted. In any case, a grievance must be filed within thirty (30) working days after the occurrence.
2. A grievance shall set forth specifically the act or condition and the grounds on which the grievance is based. At each level, the record of the grievance at prior levels shall be reviewed. To facilitate this at Level 2, the immediate supervisor shall be required to submit a written summary of his decision which is being appealed to all parties.
3. Unless otherwise specified, a meeting shall be held at each level within ten (10) school days of the receipt of a request therefore with a view to arriving at a mutually satisfactory resolution of the grievance. Two (2) school days written notice shall be given to the aggrieved person prior to a meeting at each level.
4. A written decision indicating the reasons therefore shall be rendered within eight (8) school days after the meeting.
5. A copy of the decision shall be forwarded to the aggrieved person, the Association President and/or Counsel appearing for the aggrieved person within (2) school or working days after it is rendered. If an employee elects to be represented by Counsel instead of by the Association, the Employer shall keep the Association informed of all action taken, and the Association shall be free to participate in the proceedings at any stage and for any purpose it deems appropriate.
6. An appeal to the next level must be taken within five (5) working days following receipt of a decision. If no meeting has been held within the time specified in Section 3, above, and no extension of time has been agreed upon or justifiable reason given for the delay an appeal may be taken to the next level of the grievance procedure. If a decision at one level is not appealed to the next level of the procedure within the time limit specified, the grievance will be deemed to

have been settled with no further appeal under this procedure available in this instance.

7. Representation - Any school employee may be represented at any stage of a grievance procedure by a representative of the Association or by his/her own counsel.
8. The Board and the Association agree to facilitate any investigation which may be required, and to make available any and all material and relevant documents, communications, and records concerning the alleged grievance.
9. All grievances shall be processed as quickly as possible and every attempt shall be made to exhaust all steps before the end of the school year or shall be continued to conclusion at the beginning of the following school session.

#### **E. Arbitration**

If the Board's decision is unsatisfactory to the employee and/or the Association, the Association may institute a proceeding to arbitrate the dispute in accordance with its constitutional provisions.

This proceeding may be initiated by filing with the Board and the New York State Public Employment Relations Board, a notice of arbitration. The notice shall be filed within ten (10) school days after receipt of the decision of the Board of Education under the Grievance Procedure. The notice shall include a brief statement setting forth precisely the issue to be decided by the arbitrator and the specific provision of the Agreement involved. The notice of arbitration filed with the New York State Public Employment Relations Board shall be accompanied by a request for a list of arbitrators from a panel of fact-finders maintained by that Board. The arbitrator shall be designated pursuant to the procedures established by the Public Employment Relations Board.

The fees and expenses of the arbitrator shall be borne equally between the parties.

The arbitrator shall hold a hearing on the dispute as soon as may be feasible. He/she may continue to adjourn the hearing from time to time at his/her discretion. He/she may direct the School District and the Association to produce any and all records or witnesses relevant to the issues before him/her. However, nothing herein contained shall preclude the parties from waiving oral hearing and submitting the issues to be resolved upon a written record or a stipulated statement of fact.

The arbitrator shall issue his/her decision not later than thirty (30) days from the closing of the hearings or, if oral hearings have been waived, then from the date of transmitting the final statements, proofs and/or briefs to the arbitrator. The decision shall be in writing and shall set forth the arbitrator's opinion and conclusions on the issues submitted.

The decision of the arbitrator, if made in accordance with his/her jurisdiction and authority under this Agreement, will be accepted in good faith and acted upon by both parties to the dispute.

## **ARTICLE XI - SENIORITY**

- A. Unless otherwise specified herein, seniority shall be determined by the employee's length of service with the School District. For the purpose of this section, an employee's length of service with the District shall commence from his or her first day of regular employment. Seniority for non-competitive and labor class employees who may have been hired on the same day and have otherwise had equal service with the District shall be determined by a flip of a coin.
- B. An up-to-date seniority list showing the name, length of service dates, and assignments of each employee, shall be furnished to the Association every six (6) months. A copy of the list shall be maintained by the Association for inspection by members.
- C. An employee shall forfeit seniority rights only for the following reasons:
  - 1. He resigns.
  - 2. He is dismissed and is not reinstated.
  - 3. He retires on regular service retirement.
- D. The Employer is in accord with the principle that seniority should be a major factor in filling work assignments, provided that in the employer's opinion all other conditions are equal and the employee is fully qualified to perform the duties required.
- E. Employees within Sections shall draw vacation assignments among themselves, subject to the approval of their immediate supervisor based on the need for efficient operations. Seniority within the Section shall determine preferences.
- F. In the event it becomes necessary to reduce the staff in any Section of the District, seniority in that section shall govern layoffs and recalls, the employee lowest on the seniority list shall be the first laid off, and the last to be recalled. Employees in the competitive, non-competitive and labor class services laid off for lack of available work or for budgetary reasons shall be the first recalled when a position becomes available in order of seniority, before any new employee may be hired. Such right of recall shall be limited to a period of seven (7) years in accordance with Civil Service. An employee who is notified by mail addressed to his/her last known address of an available opening must advise the administration within two weeks whether he/she will accept or decline the position. Upon such recall the employee will be credited with all prior service.
- G. An employee whose position is eliminated pursuant to law and the procedures contained herein, shall receive a 30 calendar day notice prior to layoff.

- H. Subject to applicable Civil Service Law, seniority by job title within sections shall control in determining preference for the purpose of assignments or promotions, all other conditions being equal.
- I. The failure of the Employer to follow the seniority rule, or given an acceptable reason therefore, may be the basis for the filing of a grievance.
- J. For the purpose of this Article, “sections” means transportation, cafeteria, custodial and maintenance, clerical, monitors and aides, security monitors and safety officers.
- K. Employees laid off for lack of available work or for budgetary reasons, who are recalled for any position other than a substitute, shall receive the identical rate of pay at the time of the layoff.

## **ARTICLE XII - TRANSFERS and TEMPORARY VACANCIES**

### **A. Definition**

#### **Temporary Vacancy**

A temporary vacancy is created when an employee is on an approved unpaid leave of absence for twenty (20) or more consecutive workdays or an employee is out on paid sick leave for an anticipated absence of at least twenty (20) consecutive work days.

### **B. Transfers**

It is recognized that transfers may be necessary. In an emergency situation, the District reserves the right to transfer any qualified employee to any position, including a temporary or a permanent vacancy. However, such transfer shall not continue for more than five (5) working days unless the employee voluntarily agrees to continue in such position for a longer period of time. In the event of a transfer the employee will receive the rate which is greater (working up procedure will be followed).

### **C. Procedures**

1. All temporary vacancies, as defined in paragraph A above shall be posted at each school building and the Transportation Center and all employees within the section desiring to be appointed to such vacancy shall submit their written request therefor to the School Business Administrator. The posting shall set forth the job title, the nature of the vacancy, the building(s) where the job is located, the length of the work year, special qualifications for the position, if applicable and the hours of employment. The School Business Administrator shall prepare a list of such applicants, and appointments thereto shall be made by seniority unless the assignment(s) require special qualifications which in the opinion of the immediate supervisor and the School Business Administrator the most senior employee does

not possess. It is understood that the posting will be made within five (5) days of the time that the need for filling the vacancy is known.

2. During the period prior to posting, as well as during the five (5) day posting period, it is understood that the District may transfer an employee in accordance with Section B above, or utilize a substitute employee to fill the duties of such position.

## **ARTICLE XIII - NEWLY CREATED and VACANT POSITIONS**

### **Definition**

#### **Vacant Position**

A vacant position is a position to be filled by a permanent employee serving the appropriate probationary period. A vacant position does not include a temporary position as defined by New York State Civil Service Law.

- A. Subject to the provisions of the Civil Service Law, newly created and vacant positions in the competitive service shall be filled as soon as possible. However, nothing contained herein shall limit the authority of the Employer to create new positions or to abolish existing positions. Failure to make expeditious appointments shall be the basis for grievance. For purposes of this section, a vacancy shall occur when an employee in a position resigns, retires, dies or is terminated.
- B. If the Employer decides to create a new position for competitive service (ie. Custodian, School Safety Officer, or Typist). The established process of civil service law will be followed to fill the vacancy. The eligibility to fill this position permanently will be based on a civil service exam resulting from a qualifying score. If it is necessary that the position be filled provisionally until the list is certified by county civil service, the Employer shall post the position and eligible candidates shall apply for the job. If the individual filling the position provisionally ends up being hired for the permanent position, the rate of pay will be equal to the rate they were paid as a provisional hire.
- C. Newly created non-competitive and vacant positions shall be posted by the district and distributed by the building representatives on bulletin boards at each school building and the transportation center and remain posted at least five (5) working days prior to the deadline for application and all employees who are interested and are eligible may apply. When a position opens the Employer shall notify the union president and post the vacancy on the District website and will use a technical system of the posting via Text, Phone, or Email. In the selection of the employee to fill such position, the criteria set forth in Article XIII, Section B. shall apply. If there are no eligible employees, the position may be publicized and filled from public applications.

- D. It is the employee's responsibility to keep the district and their union up to date with their contact information. This includes their mailing address and at least one of the following home phone number, email, or cell phone number. All employees must notify the required parties of any changes to this contact information to ensure they receive all notifications and postings. The district will remind employees of the responsibility to ensure all information is up to date in the system for July 1, 2016 because the district will begin using an electronic notification of postings when they become available.

## **ARTICLE XIV - WAGES and OTHER ECONOMIC PROVISIONS**

### **A. Wages**

1. Contract Employees

Regularly scheduled employees shall be paid in accordance with the applicable salary schedule designated for those employees for the years 2015-16, 2016-17, 2017-18 and 2018-19. All salaries shall be paid on a bi-weekly basis.

2. Substitute Employees

The rate of compensation for substitute employees shall be paid as set forth in the rate for substitute employees contained in Appendix "A". Substitute rates are step one (1).

3. Compensation for Out-of-Grade Work

An employee who is temporarily assigned to perform duties of a higher grade or rank shall be paid at the wage scale of the higher rank for every day so employed, commencing with the first full day of such employment. In no event shall the employee make less than the wages paid in their current position. This does not apply to summer work.

4. Overtime Calculation

Any full time employee working in excess of his/her normal shift (as set forth in Article XVI) shall be paid for all such additional time spent, computed on the basis of one and one-half time his/her regular hourly rate. Work performed at the Employer's request on Sunday, or on a holiday as stated in Article XV, Section 1, will be paid for at twice the regular hourly rate. A part-time employee (normally working less than seven hours per day) required to work in excess of his/her normal shift shall be paid for such additional time at his regular rate, unless the

total time spent exceeds forty (40) hours in any week, in which event he will be paid at one and one-half times his regular rate.

5. Filling Absences of Less than 20 Days

The District shall have the right to leave a short term or long term absence unfilled, or to fill it with a substitute from the District's approved substitute list for an absence known to be less than 20 consecutive work days. If the District seeks a substitute for such position and is unable to find a substitute for the position, the District will offer such work to a regular District employee. It will be offered on the basis of seniority. If the District is unable to find an employee who is able to do such work, the District will then offer such work to an employee, on the basis of seniority, on overtime.

6. Additional Work/Extra Work Including Overtime

Additional work not for replacement of regular employees on a short term or long term absence will be offered to regular employees before temporary or substitute help is employed. Regular employees will only be offered such additional work if such work falls within their job title. All such additional work will be rotated in order of seniority within the building and job title. If no employee accepts or is available for work, then the most senior employee within the section will be offered the work. Rotation will happen on a daily or weekly basis depending on the need and length of the extra work.

If no employee in that section accepts the work the District will offer such work to those employees on the substitute list who is a regular employee according to service in the district with less than 40 regular hours. Subsequently if none of the above accepts the work it will be offered to a substitute who has no regular hours and no benefits who solely works as a substitute.

If no substitute or employee accepts the work then temporary or seasonal employees may be appointed to complete the work. In the event that a seasonal/temporary employee is appointed to complete the work this in no way shall breach or infringe upon the exclusivity of the work as it pertains to the association.

7. Building Checks

Elementary, middle school and high school custodians who may be required to work on Saturdays, Sundays or holidays to do building boiler inspection, shall be paid in accordance with Appendix A for such services in lieu of the overtime provisions set forth above. Building/boiler inspections shall be offered on the basis of seniority to custodians assigned to a particular building. If the custodian(s) assigned to that particular building decline such building/boiler

checks, then it shall be open for bid to other District Custodians by seniority on a District wide basis.

8. Call Back

Full time employees (normally working seven hours or more per day) who are called back for any reason when off duty, shall be paid for such time as if performing work, with a guaranteed minimum of pay for three (3) hours for each call-back at overtime rates. Part-time employees will also receive pay for each call-back, with the minimum of two (2) hours guaranteed at the employees' regular rates, unless they have worked forty (40) or more hours in that week. Such callback will rotate in order of seniority within the building, except in a bona fide emergency.

9. Summer Work and Week Long Breaks

The District will post the normal six (6) week postings of summer work. Then the district will post another set of postings to include the remaining summer work based on the need for any given year. This will allow the district to know who is interested in the summer work and will be able to make appointments appropriately based on contractual procedures.

An employee may work during the summer in more than one section provided that they are able to work the time posted entirely and exactly for each position in each section as it was posted and signed for.

- First priority will be given to any person permanently working in that section. Then priority will be given to any person on the substitute list. If there are more people available than slots, permanent employees from the union that are on the substitute list would be given the position based on seniority of the permanent position in the district.

After all substitutes from the section are working and there are more available slots, it is at the district's discretion as to who they wish to hire. In the event that a seasonal/temporary employee is appointed to complete the work this in no way shall breach or infringe upon the exclusivity of the work as it pertains to the association.

- The same process above will be followed but on a rotation basis from vacation to vacation.

**B. Insurance, Pensions and Related Benefits**

**1. Eligibility**

Employees hired on or after July 1, 2007, in order to be eligible for the insurance benefits set forth in sub-sections 1, 2, 3, 6, 7 and 8, the employee must be regularly scheduled for at least twenty (20) hours of work each week. Any employee currently scheduled for less than twenty (20) hours per week and is currently receiving benefits will continue them as long as their employment status does not change from a result of an action of the unit member.

**2. Life Insurance**

The employer will provide and pay the cost of life insurance benefits for employees available as part of the State Retirement Plan pursuant to Section 60-b of the Retirement and Social Security Law.

Subject to the administrative procedures of the insurance carrier, the District will purchase a \$40,000 group life insurance policy for unit members.

**3. Health Insurance**

(a) Effective July 1, 2015, each and every member of the bargaining unit who qualify for health insurance benefits shall pay ten percent (10%) of the premium cost for both individual and family coverage, with said deduction being paid through the IRC (Section 125 Plan).

2016-17: 10.5%

2017-18: 12%

2018-19: 12.5%

For all members hired on or after July 1, 2016, who qualify for health insurance benefits, the following will be the employee contribution rates:

2016-17: 15%

2017-18: 15%

2018-19: 15%

After completion of this contract, such employee shall pay the same percentage of the premium cost as other unit members.

Those sections of the agreement provided for premium cost payment by unit members, with respect to the dental and optical benefits of this Agreement also shall be made through the IRC (Section 125 Plan). The plan shall be designated by the District. Monthly and yearly administrative fees shall be split 50-50 between the District and the Employee.

- (b) The following health insurance plans are available through the District as of the date of this Agreement: BSNENY 813 offered through the Capital Area School Health Insurance Consortium (CASHIC) and CDPHP-EPO. The MVP insurance plan will be discontinued as an option to unit members starting July 1, 2016.

The details of the CASHIC Plan, including the applicable riders, are annexed hereto and made a part hereof as Appendix "A". If additional riders to such plan are added for other District employees, the SSRPA may request to reopen negotiations to discuss such riders.

In the event that any of the elements of the existing Plans noted above are modified by the health insurance carrier, the District shall notify the Association of the proposed changes, meet with the Association to review the proposed changes, and, mutually select and agree to the benefit level closely comparable to the benefits in existence prior to the mandated change. In no way will a High Deductible plan be considered a replacement plan for the other existing plans.

- (b) Doctor visit co-pays are as follows:

CDPHP	\$15.00
Blue Shield	\$15.00

- (d) An employee who is seriously ill and has exhausted all available leave may be given a leave of absence without pay until such time as the employee is physically capable of returning to work. Upon the granting of such leave, except as provided by the District's FMLA policy, the District shall continue to provide all coverage available under this Section provided that the employee reimburses the employer for the cost thereof. The District shall notify an employee that the District has advanced funds to pay said employee's health insurance premium. Within ten (10) days of said notice the employee shall reimburse the District for said cost.

- (e) If an employee who qualified for health insurance based upon his/her employment date and/or minimum annual salary and/or fulfilling the twenty (20) hour threshold requirement has his/her hours involuntarily cut so that he/she would no longer qualify for health coverage, the employee will continue to qualify for health insurance as if he/she meets the qualifying criteria set forth below. If a position with more hours becomes available, within such employee's contractual section as defined herein, the employee must bid on the position or lose health insurance benefits. If the employee's bid is unsuccessful based upon his/her seniority, he/she will continue to receive health insurance benefits as described. The employee is required to bid for all openings of increased hours until he/she meets the applicable eligibility threshold.

All District employees hired on or after July 1, 1982, must make a minimum salary of \$4,000.00 to be eligible for the insurance benefits set forth herein and subject to other eligibility provisions of the Health Insurance Plan.

The District employees hired on or after July 1, 1983 must make a minimum salary of \$5,000 to be eligible for the insurance benefits set forth herein.

District employees hired on or after July 1, 1986 must make a minimum annual salary of \$6,000.00 to be eligible for the insurance benefits set forth herein.

District employees hired on or after July 1, 1989 must make a minimum annual salary of \$7,000 to be eligible for insurance benefits set forth herein.

District employees hired on or after July 1, 1990 must make a minimum annual salary of \$7,500 to be eligible for insurance benefits set forth herein.

District employees hired on or after July 1, 1991 must make a minimum annual salary requirement of \$8,000 to be eligible for insurance benefits set forth herein.

District employees hired on or after July 1, 1992 must make a minimum annual salary requirement of \$10,000 to be eligible for insurance benefits set forth herein and subject to other eligibility provisions of the health insurance plan.

- (f) Employees who are eligible for health insurance may elect to decline health insurance through the District. Employees declining individual insurance will be paid \$1,000 annually. Those declining two person or family coverage shall be paid \$2,500 annually. In the case where a total of five (5) additional members choose to decline health insurance through the district, all employees who have opted out will receive \$1750 for individual insurance annually and \$3250 for two person or family coverage annually. This provision will apply only if the additional members are maintained for the additional opt out amount.

Payment shall be made in two installments. The first, equal to 50% of the opt-out payment, shall be made in January and the remaining 50% of the applicable opt-out payment shall be made in July. This election shall be by written notice to the Superintendent or his designee during the open enrollment period of each school year. Any member who elects the buyout of the insurance will supply proof of alternate coverage. Reentry into the health plan shall be permitted under the following conditions:

- 1) The amount paid by the District as incentive on a pro-rated basis shall be paid back prior to re-entry.
  - 2) Any re-entry of participation in said plan shall be subject to administrative regulations of the Health Program. (Unless a trigger event occurs, re-entry is limited to the open enrollment period of each school year.) Once this option is exercised, unless a trigger event occurs, the individual will be ineligible for insurance for the duration of that school year.
  - 3) The parties agree that a trigger event shall be defined as the loss of alternate health insurance coverage.
  - 4) On an annual basis an employee is covered under the health insurance program unless the employee opts out during the open enrollment period.
- (g.) The district has the right to educate and offer a high-deductible health insurance plan available on a voluntary basis to unit members beginning July 1, 2016. The parties will meet to negotiate. Prior to offering the plan the parties will agree upon the terms of the high deductible plan to be offered prior to implementation.
- (h.) SSRPA agrees to provide representatives to serve on a district-wide task force to research health insurance savings options beginning in the 2015-16 school year.

- (i.) **Health and Vision Insurance for Retirees** - The parties agree there will be no changes in the required percentage of premium payments by any current retirees. Those unit members who retire subsequent to July 1, 2011 and on or before July 1, 2015 shall pay the seven (7%) percent of the premium costs; those unit members who retire subsequent to July 1, 2015 shall pay the percentage of the premium cost as set forth Article XIV, Section 3.(a); the District shall pay the remaining portion of the applicable premium. Current and future retirees shall be covered only under plans that are offered pursuant to this Agreement. The District will contribute towards the cost of a retiree's health insurance the same percentage contributed at the time the employee retired, in accordance with the rules and regulations of the Health Insurance Plan. Retiree's will receive the same benefits that they received at their retirement date throughout retirement and would not be able to add dependents to their coverage throughout retirement (*example: If you retire with individual insurance only, that is what you will be eligible for in retirement*). If the retiree had 2 person or family coverage at the time of retirement, upon the retiree's death the surviving spouse would be eligible to receive continued coverage and the full (100%) cost of this coverage would be the spouse's responsibility.

To qualify for retiree's health insurance as provided herein, an employee hired after July 1, 1991, who is a member of the New York State Employees Retirement System, must be at least 55 years of age and have ten (10) school years of District service. If the employee hired after July 1, 1991 elected not to join the New York State Employees Retirement System, he/she shall be required to be at least 55 years of age and to have completed ten (10) school years of District service to qualify for retiree's health insurance.

On a quarterly basis, the District shall reimburse retirees enrolled in Medicare Part B. For retirees who retired on or before June 30, 2015 the retiree and spouse shall be reimbursed at the level of premium cost minus the percentage share that the employee pays for health insurance until the retiree is deceased at which time we will no longer reimburse a surviving spouse for Medicare part b as the surviving spouse is now responsible for 100% of insurance costs. For retirees who retire on July 1, 2015 – June 30, 2019 the retiree shall be reimbursed at the level of premium cost minus the percentage share that the employee pays for health insurance and the spouse shall be reimbursed at 50% at the level of premium cost minus the percentage share that the employee pays for health insurance until the retiree is deceased at which time we will no longer reimburse a surviving spouse for Medicare part b as the surviving spouse is now responsible for 100% of insurance costs.

- (j) If an employee or retiree enrolled in the MVP Co Plan 15 elects to transfer to CDPHP-EPO, such person shall receive a one-time only payment of \$1,500.

#### 4. **Workers' Compensation Benefits**

In the case of injury on the job where the employee is eligible for compensation:

- (a) The District will pay full salary for the first week of each disability.
- (b) All employees working less than two years with the District will receive their regular salary for two months. Such payment may be extended to the extent of the number of sick leave days available to the employee beyond two (2) months. When this is done, each day of payment shall result in the decrease of the number of sick leave days available to the employee by 1/3 of a sick leave day. When the employee returns to work for the District and remains at work for a period of three months, the total sick leave days used are again credited to the employee.
- (c) All employees working two (2) years or more for the District will receive their regular salary up to a maximum of six (6) months for each disability.
- (d) Workers' Compensation benefits will be payable to the School District while the employee receives his/her regular pay.
- (e) Vacation pay shall not be considered as part of such payments. The employee is entitled to his/her full vacation pay.
- (f) In the case of extenuating circumstances or in the event of a request for special consideration, the Board may, on recommendation of the School Business Administrator, with the approval of the Superintendent of Schools, consider an extension of the above benefits.

#### 5. **Pensions**

- 1. (a) The School District shall provide employees with the retirement credit for sick leave benefit under the State Retirement Plan pursuant to Sub-division j of Section 41 of the Retirement and Social Security Law.

(b) Effective July 1, 1987, the District shall provide eligible employees the non-contributory Improved Career Retirement Plan of the New York State Employees Retirement System pursuant to Section 75-I of the New York State Retirement and Social Security Law.

2. The School District shall provide employees the non-contributory plan of the State Retirement System pursuant to Section 75-c of the Retirement and Social Security Law for those ineligible for Section 75-I. as indicated in (D).1.(b).

6. **Disability Insurance**

(a) The District will provide up to \$9,000 each year of the Agreement toward the cost of premiums for long term disability insurance covering regular District employees, including full-time and part-time employees but not including substitute or casual employees. Benefits payable under this provision shall commence when the absent regular employee has exhausted his/her accumulated sick leave and/or days that may be available to such employee through the sick leave bank set forth in Article XV, Section C.11.

(b) Benefits under the plan, shall be payable directly to the absent regular employee.

(c) The District may, at its option, self-fund a Disability Insurance Plan providing benefits equal in all respects to those provided on the effective date of this Agreement or purchase a Disability Insurance Plan providing benefits equal in all respects to those provided on the effective date of this Agreement and meeting the statutory disability insurance requirements.

7. **Dental Insurance**

For employees meeting the qualifications for eligibility set forth above, the employer will pay 90% of the premium of an individual plan and 80% of the premium of dependent coverage.

8. **Vision Insurance**

For employees meeting the qualifications for eligibility set forth above, the employer will pay 90% of the premium of an individual plan and 80% of the premium of dependent coverage. Effective July 1, 2007 the vision insurance benefits shall be increased by \$75 for each benefit with the cost of the eye examination covered in full by such insurance.

## **ARTICLE XV - HOLIDAYS, VACATIONS, LEAVES, etc.**

### **A. Holidays**

All twelve-month employees, unless they may be required to work, shall be given holidays with full pay in accordance with the school calendar that will be appended to this Agreement when issued.

- (a) Clerical employees: 16 ½ days
- (b) Maintenance employees/custodial employees, mechanics: 15 days

When a legal holiday falls on a Saturday, it shall be celebrated the Friday before. If the legal holiday falls on a Sunday, it will be celebrated the following Monday. If an employee is required to work on either the “true” holiday which falls on the weekend, or the day on which the legal holiday is celebrated, such employee shall be paid double time for the time actually worked.

### **B. Vacations**

1. All full time twelve (12) month employees (normally working seven (7) hours or more per day) who will have less than twelve (12) months of continuous service at the opening of school in September shall be granted one (1) day of vacation with pay for each five (5) full weeks of employment.
2. All full time twelve (12) month employees (normally working seven (7) hours or more per day, who will have twelve (12) or more months of continuous service at the opening of school in September, shall be credited with vacation days in accordance with the following schedule:

<b><u>Completed Years Continued Service</u></b>	<b><u>No. Vacation Days</u></b>
1 through 3	11
4 through 7	13
8	14
9	15
10	16
11	17
12	18
13	19
14	20
15 through 19	21
20	22
21	23
22	24

23  
24

25  
26  
Maximum

3. All regularly employed part-time twelve (12) month employees (normally working less than seven (7) hours per day), shall be entitled to a vacation based on the number of hours worked per day.
4. An employee who has actually worked less than nine months in the current school year due to time lost because of illness or injury for which he has been paid, either under the leave provisions or as compensated benefits, shall have such paid absence included as working time to determine how much vacation he may be allowed.
5. An employee may schedule his vacation during the summer months, or during the school year, or may divide the same into two or more periods, if approved by his supervisor. In any event, the employee shall consult with his/her supervisor when scheduling vacation.
6. Any recognized holiday, as set forth in this Agreement, falling within such vacation period, shall be added to the said vacation period. Any employee entitled to vacation benefits, who shall resign or have his employment terminated with or without cause, shall not forfeit his right to such vacation time, and if the time may not be allotted in calendar days, he shall be paid the equivalent of that number of days. Any employee entitled to vacation benefits who may prior to his receipt of said benefits for any year, shall have an amount equivalent to his pay for those days paid to his next-of-kin or estate. Any employee entitled to vacation benefits who may become ill or incapacitated prior to the taking of such vacation, shall have the right to postpone the taking of such vacation until such time as he is physically capable of returning to active duty.

C. **Sick Leave**

1. Sick leave shall be defined as leave with pay due to personal illness or illness of persons in the employee's immediate family or household.
2. (a) All employees hired prior to July 1, 1989 working on a twelve (12) month basis will be allowed eighteen (18) days of paid sick leave each year. All employees hired prior to July 1, 1989 working on a ten (10) month basis will be allowed fifteen (15) days of paid sick leave each year.
- (b) All employees hired after July 1, 1989 working more than half-time as defined in Article XVI herein below on a twelve (12) month basis will be allowed eighteen (18) days of paid sick leave each year. All employees hired after July 1, 1989 working more than half-time as defined in Article

XVI herein below on a ten (10) month basis will be allowed fifteen (15) days of paid sick leave each year.

- (c) Employees hired after July 1, 1989 working less than half-time as defined in Article XVI herein below will be allowed ten (10) days of paid sick leave each year.
  - (d) For the purpose of this Article and its application to employees hired after July 1, 1989, if the regular (full time) work day is not otherwise defined in Article XVI herein below, it will be considered to be six (6) hours for that category of employee.
3. Employees with ten (10) months or more of service at the beginning of the school year will be credited with their annual amount of sick leave at the beginning of the school year; if an employee leaves before the end of the year, he will be charged for all used sick leave not earned. First year employee shall earn sick leave at the rate of 1.5 day per month of service completed.
  4. Sick leave may be used only for personal illness or illness of persons in the employee's immediate family or household. Employees hired after July 1, 1989 may use up to 15 days of accumulated sick leave for family illness.
  5. Employees may accumulate without limitation sick leave not used before the end of the year.
  6. At the commencement of the school year, each employee will be advised of the number of days' sick leave standing to his credit.
  7. In the event that an employee utilizes all earned and/or accrued sick days in a school year, such employee will be docked for any days of claimed illness for which there is no available accrued sick leave. The employee may also be disciplined for such absence in accordance with the negotiated disciplinary procedure. However, any disciplinary action taken must first be preceded by at least one counseling memorandum. This provision shall not modify the rights and provisions provided under the Family and Medical Leave Act.
  8. The District may require a doctor's certificate if an employee is absent for three (3) or more consecutive days and that employee has been previously notified that (s)he may be required to produce a doctor's certificate for future absences. The District will make a reasonable effort to contact the employee while (s)he is out on leave to notify him/her of the requirement to produce the doctor's certificate upon return to work.
  9. The first 165 days of accumulated sick days will be reported to the Employee Retirement System to be added to your retirement calculation, this calculation will

be done based on the requirements of the Employee Retirement System. Any accumulated sick leave days in excess of 165 at the time of an employee's actual retirement into the New York State Employees Retirement System shall be paid at the rate of \$46 per day for each day. Members who are not in the State Retirement System shall also be eligible for the sell back days in excess of 165 at the applicable rate upon retirement so long as they leave the District with at least ten (10) years of service or more. Payment of such sum shall only be made into a non-elective 403-b plan selected by the employee from a District approved vendor list in October following retirement.

10. Any employee who is regularly scheduled to work four (4) or more hours per day and who has not used any sick days or unpaid leave days in a school year shall be paid \$300 in August following the school year. If the employee uses only one (1) sick day or one (1) unpaid leave day, he or she shall be paid \$150 in August following the school year. For purposes of this section, personal time, vacation time, holidays, bereavement, days missed due to the hospitalization of a family member, military leave, jury duty and union leave, shall not be counted as sick days.
11. **Sick Leave Pool**
  - A. Each bargaining unit member may elect to be a member of the sick leave pool by authorizing the district to deduct up to two (2) times the number the hours regularly scheduled each from his/her total of accumulated sick days each year, said days to be donated to the Pool. The purpose of the Sick Leave Pool is to provide a bargaining unit member who has previously elected to join the Sick Leave Pool by contributing hours to the Pool, additional sick leave when the bargaining unit member has expended his or her accumulated sick leave due to a serious personal illness or accident. For purposes of the Sick Leave Pool section only, sick pool leave may be granted only for requests based on a serious personal illness or accident of the applicant. In addition, the District shall make an initial contribution of 800 hours to such Sick Leave pool.
  - B. The Superintendent of Schools and the President of the Association shall serve as Trustees of the Sick Leave Pool. A Sick Leave Pool Committee shall receive, consider, and act upon application to borrow from the pool. The Sick Leave Pool Committee shall consist of only at least three (3) Association members, but no more than five (5) Association members. If there are not enough Association member who volunteer to serve on the Committee, or for some reason the Committee is not active, the President of the Association, and the First and Second Vice-Presidents of the Association will comprise of the Committee. The Committee shall develop procedures to administer the Sick Leave Pool. Said procedures; including By-Laws, shall conform to the Agreement. Decisions of the Committee or the Trustees shall not be subject to the grievance procedure.

- C. Use of Sick Leave Pool hours may be in any amount, but not more than the employee's regularly scheduled hours per day up to a total of twenty-six (26) weeks, and in no case in an amount that would carry past June 30<sup>th</sup> in the school year in which the borrowing took place. Should a bargaining unit member require additional hours at the commencement of the following year, he/she may apply to the Committee. Application to borrow from the Sick Leave Pool will be made to the Committee. Applicants are required to submit an application for Sick Pool leave and a physician's certificate to the Committee before the Committee will render a decision on the application. The Committee will have (10) working days from the date the Committee receives the application and physician's certificate to render a decision in writing to the applying member. Once the Committee renders a decision in writing, the Trustees of the Sick Leave Pool will have two (2) working days to authorize the leave. A bargaining unit member who is injured in a job related accident and/or non-job related accident which is compensated for by insurance, who is on unpaid leave, or who is entitled to disability retirement may not draw from the Sick Leave Pool.
- D. When the total number of hours accumulated in the Sick Leave Pool exceeds ten thousand (10,000), yearly deductions from the bargaining unit members shall be suspended until the total number of hours in the pool falls below five thousand (5,000), at which time contributions will resume again. New sick leave pool enrollees who wish to join must contribute the required hours per section f, regardless of limits on the total accumulated hours.
- E. New bargaining unit members may elect to join the pool during the thirty (30) day time period following the initial start date in the District: For the purposes of the Sick Leave Pool section only, "new bargaining unit members" are defined as members, who at the time of their initial start date, have not previously been employed by the Schalmont School District in a job title that is covered un Article V – "The Unit" of the Contract, unless previous employment with the Schalmont School District was only as a "substitute" or "temporary" employee.
- F. Any new sick pool members who enrolls in the Sick Leave Pool must contribute the elected number of hours based on his/her regularly scheduled hour's times two (2) for a period of (10) years before qualifying for the temporary waiver of hours deducted.
- G. The number of sick leave hours that must be contributed to the Sick Leave Pool from new Sick Leave Pool members' accrual will be based on the employee's number of contracted hours for the particular job title. Any unit member who joins the Sick Leave Pool during the allowable enrollment period, but does not have the requisite number of sick leave hours to contribute to the sick leave bank, will not be able to join the Sick Leave Pool.

- H. In the event of a sick pool member being laid off, they remain in the Sick Leave Pool and their contributions will be suspended. Upon recall or rehire, contributions will resume.

D. **Personal Leaves**

1. Annual personal leave

- a. Every employee (not substitutes) will be allowed four (4) days leave with pay for personal business. The employee should notify sufficiently in advance (48 hours if possible in writing on a form provided by the Employer) if he intends to be absent under this provision.
- b. All personal leave days not used during the current school year will be added to accumulated sick leave.
- c. In the event of inclement weather which requires the closing of the schools, only regularly scheduled 12 months employees are expected to make a reasonable attempt to report to work. However, if they are unable to do so, such absence will be deducted from the personal leave of the employee.
- d. Employees will also be allowed up to four (4) days paid leave of absence for each death in the immediate family. The immediate family is defined as father, mother, brother, sister, son, daughter, husband, wife, grandfather, grandmother, parent-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, domestic partner (in accordance with New York State Civil Service Rules), or near relative that resides in same household or any person with whom the employee is making his home. If additional days are needed, they may be deducted from sick leave with approval of the School Business Administrator.

2. Earned Personal Leave (This section applies to 10 Month Employees only)

- a. Effective September 2, 2016, for every 30 consecutive contractual days worked, not including holidays or emergency closing days, a member can convert one (1) sick day from days saved to one (1) personal day. Up to six (6) sick days earned by working 30 consecutive contractual days per year can be converted to a personal day in one year's time. (e.g. 30 work days in a row - submit 1 sick day for 1 personal day; another 30 days in a row- another personal day and so on). Anytime there is a break in the 30 days so they are no longer consecutive, the timeline begins again. Days must be converted using an approved form by the last day of school and submitted by the employee to the payroll department. It is up to the individual member to keep track of

consecutive days worked in order to convert a sick day to a personal day by use of the form.

- b. Up to six (6) converted earned personal days can be carried over into the next school year only by means of completing the approved form and submitted to payroll. If an employee does not complete the form to request carry over of earned personal days by the last day of the school year, then the days do not carry over into the next school year and convert to sick days. Only converted personal days may be carried over and only for one (1) year.
- c. Employees still receive four (4) personal days per article XV of this agreement. Use of any personal day(s) must be requested by the employee to their supervisor at a minimum of 48 hours in advance of use of such day(s).

E. **Court Appearance and Jury Duty**

Employees required to participate in jury duty, shall be paid for all such time lost, less any amounts received from the Court for such attendance. An employee required to attend and give testimony in any Court pursuant to subpoena, or at the discretion of his supervisor, will be fully compensated for all time lost.

F. **Leave of Association Representative**

The Association shall be allowed up to a maximum of six (6) hours total per week without loss of pay for bona fide association business. The designation for said hours shall be determined by the president of the Association subject to prior approval by the school district business administrator.

**ARTICLE XVI - SECTIONAL MATTERS**

This article applies only to matters affecting the specific sections of the non-instructional operations of the school district. Unless specifically indicated otherwise, provisions contained under captioned headed by a section shall apply only to employees working in that section.

A. **Clerical**

- 1. The work week for all full-time clerical employees shall be thirty-five (35) hours, divided into five (5) seven (7) hour days. Part-time clerical employees shall work in accordance with schedules established by the Employer. During the summer recess, clerical employees shall work six (6) hours on Fridays. For the purpose of

this section, summer recess shall commence the day following the last day of school when students are present. Job descriptions are available for the 10 month, 10+month, and 12 month clerical positions.

2. In the event of illness or absence of a typist, (for a period of three (3) or more days) the Employer shall provide a substitute typist to perform the work of the absent employee.
3. Anytime that the pupils are dismissed before the end of the regular class day, and the instructional personnel are permitted to leave early, the non-instructional employees in the clerical section shall be allowed to leave one (1) hour after the pupils are dismissed.
4. The work year for 10-month clerical employees shall not exceed 215 working days.

**B. Cafeteria**

1. All cafeteria employees shall only be paid for actual days scheduled to work and for which the employee actually works, or is not at work as a result of the utilization of sick leave, personal leave or bereavement leave. Cafeteria employees shall be paid bi-weekly with the bi-weekly salary determined by multiplying the daily assigned hours times the hourly rate times the number of days worked and dividing such total by the applicable number of pay periods. Any hours or days in excess of the number of days worked shall be paid by time sheet.

The specific positions in each building, with the anticipated number of actual days to be worked shall be posted for bidding by the employees.

2. Employees in this section shall receive a uniform allowance credit of \$50.00 for uniforms and shoes.
3. The overtime and call-back provisions of Article XIV, Section 3 shall apply to all cafeteria employees.
4.
  - (a) Regular and substitute cafeteria employees hired by the District with an initial employment date as a regular or substitute employee after July 1, 1986 shall be placed on the hired-after July 1, 1986 salary schedule.
  - (b) Regular and substitute cafeteria employees hired by the District with an initial employment date as a regular or substitute employee after July 1, 1992, shall be placed on the hired-after July 1, 1992 salary schedule.

**C. Custodians, Cleaners, and Maintenance**

1. All full-time custodial and maintenance employees, both day and night shifts, shall be employed on a twelve (12) month basis. Cleaners, both day and night shifts, shall be employed on a ten (10) month basis. They shall work eight (8)

hours per day, forty (40) hours per week, Monday through Friday, except as provided below. Part-time custodians, cleaners and maintenance employees will work in accordance with the schedules provided by the Employer.

2. During the summer recess, custodial and maintenance employees shall be required to work only six (6) hours on Friday. For the purpose of this Section, summer recess shall commence the day following the last day of school when students are present.
3. Custodians, cleaners and maintenance employees who work the second or third shift, shall work an 8 ½ hour day, which includes 1/2 hour for lunch. Those employees on the second shift, whose regular work begins at or after 1:00 p.m., shall be paid a shift differential of 10%. Those employees on the third shift, whose regular work begins at or after 10:00 p.m., shall be paid a shift differential of 15%.

Employees hired after July 1, 1992 to work the second shift, shall receive a 5% shift differential. Employees hired prior to July 1, 1992, who work the second shift, shall continue to receive a 10% shift differential.

4. Except in an emergency, a third shift employee must notify his supervisor prior to the start of the second shift that he will be unable to report for work. The supervisor shall then make provision that the other third shift employee will not work alone.
5. Every custodian and cleaner will be given written instructions regarding normal work assignments, building responsibility, and supervision. Such written instructions shall not preclude the application of the principles stated in Article VIII of this Agreement.
6. Custodians shall be required to perform only minor maintenance work.
7. The Employer will provide coveralls for employees who are required to perform work on or clean boilers.
8. Custodial employees who perform extra, scheduled building checks shall receive one (1) hour pay in accordance with Article XIV, A(3).

Custodial employees who perform extra, unscheduled building checks shall receive three (3) hours callback in accordance with Article XIV, A(3).

A scheduled building check shall be one in which at least 24 hours advance notice is provided.

#### D. **Transportation**

1. **Definitions**

- (a) The term “bus driver” includes all personnel authorized to drive buses on behalf of the school district.
- (b) The term “regular bus driver” means any bus driver who is assigned a bus run on a continuing basis.
- (c) The term “substitute bus driver” means any bus driver who is employed on a daily basis and/or is not assigned a bus run on a continuing basis, or is permitted to operate a bus from time to time.
- (d) The term “full time bus driver” is a regular driver who is required to work six or more hours per day on regular runs. The provisions of Article XIV, Section 3, with regard to premium pay for full-time employees shall not apply.

2. (a) At the beginning of the school year, after each regular driver has selected his runs, he shall also submit a statement of the hours he will be available to take additional runs or other Transportation Department assignments and trips on a temporary basis. Lists will be set up and posted for each time period showing the names of available regular drivers on a seniority basis. When a driver is not available to take his regular run for any reason (illness, personal leave, etc.) the run will be offered to the senior regular driver on the list of employees who have indicated their availability for that time period. Assignments will be made thereafter in order of seniority so as to give each regular driver on the list an equal number of hours insofar as possible. Drivers will be charged for all runs taken and all runs offered and refused.

A driver may withdraw his name from the list at will. Repeated oral or personal refusals to accept runs may be grounds for removal of a driver from the list. A driver may have his/her name added to a list after the commencement of the school year with the permission of the Transportation Supervisor and the consent of the Association, but he will be placed at the bottom of the list no matter what his seniority status may be.

- (b) Substitute bus drivers shall be employed only when regular bus drivers are not available and shall be guaranteed two hours' work.

3. The mail car shall be driven by an employee of this section and shall be paid his/her regular hourly rate. He/she shall be guaranteed a minimum of one and one-half (1.5) hours per day and shall be paid for any additional time on the run on any day when the actual driving time exceeds one and one-half (1.5) hours on such day.

4. (a) Full-time mechanics are expected to work a 40-hour week on a 12-month basis, except that during the summer recess, they will work only six hours on Friday. Part-time mechanics shall work the schedule provided by the Employer. For the purpose of this Section, summer recess shall commence the day following the last day of school when students are present.
- (b) Bus drivers and mail car drivers will work a 184 day school year. However, their salaries will be computed on a basis of 189 days (184 days worked and 5 paid holidays) for employees with less than five (5) years of service, and 194 days (184 days worked and 10 paid holidays) for employees with five years or more of service.

If the District extends the school year to 181 days in a particular school year, all ten (10) month employees working 180 student attendance days pursuant to the Collective Bargaining Agreement shall be required to work that extra day for that school year. Such employees shall be paid for such extra day of work at his/her regular rate of pay (included in contracted pay) and shall maintain his/her normal assignment for such day.

5. (a) A field trip request form shall be prepared for each extra trip authorized, and a duplicate original given to the Association representative as soon as it is received by the Transportation Supervisor. The field trip request form shall also show the names of the drivers who refused the trip.

Once the trip is completed, a copy of the form shall be given to the Association representative listing all drivers who were offered and refused the trip with the total hours each driver was charged for the trip.

- (c) Any transportation of pupils, equipment and/or materials for any activities, projects, or sports events taken in a vehicle identified as a school bus or any auxiliary vehicle to assist in such transportation shall be considered a trip.

6. Drivers may be taken off their regular run when necessary because of a field trip.

Bus drivers who exceed their regular hours per day on an extra trip shall have only such extra hours taken into consideration for the purpose of equalizing the assignment of extra trips. Similarly, only the extra hours will be taken into consideration if the trip is refused.

7. Regular bus drivers shall have seniority over substitute bus drivers.

8. New employees, who become regular drivers after the commencement of the school year, must wait thirty (30) days before becoming eligible to take extra trip assignments.
9. Except in emergencies, notification to drivers of extra trip assignments shall be given not less than twenty-four hours in advance. If a driver refuses a trip because of short notice, such assignment shall not be taken into consideration in attempting to equalize the assignment of extra trips. Any driver who accepts a trip and then refuses the accepted trip within 24 hours of departure shall be charged an additional two (2) hours beyond the trip time. Conversely, the driver who accepts the trip shall not have the first two (2) hours taken into consideration for equalization of hours. All bus drivers will be deducted with two (2) hours of work time on the tripboard for a driver if the district cancels a scheduled trip within twenty-four (24) hours of the scheduled trip.
10. A schedule shall be maintained showing the seniority of each regular driver, the date of each trip, number of each trip, and the number of hours credited for trips taken or assigned and refused. This schedule will be posted and kept current on a weekly basis.
11. (a) All bus drivers who return to duty after returning to the garage shall be guaranteed a minimum of two (2) hours per day at their regular rate.
- (b) Drivers who have not completed their regular runs because of emergencies, breakdown or bad weather will not receive the above minimums but will be paid as follows:
 

Up to fifteen minutes beyond regular run time:	15 minutes pay
Up to thirty minutes beyond regular run time:	30 minutes pay
Up to one hour beyond regular run time:	1 hour pay
Above one hour beyond regular run time:	2 hours pay

Pay will be at the bus driver's regular rate unless it becomes an overtime situation.
- (c) Reasonable efforts will be made to avoid extending a contracted bus run. However, if it necessary to do so, the same driver will be paid:
  - 1<sup>st</sup> time within the Monday-Friday work period - actual extra time rounded up to next 15 minutes.
  - 2<sup>nd</sup> time within the same Monday-Friday work period - actual time or one (1) hour, whichever is greater
  - 3<sup>rd</sup> or more times within the same Monday-Friday work period, actual time or two (2) hours, whichever is greater.

12. A driver coming off his/her regular run who has been assigned to a trip which will leave within thirty minutes of the termination of their regular run shall be entitled to duty-free time in an amount equivalent to the time between the end of the regular run and the start of the trip, but in no event any greater than thirty minutes. The provisions of this paragraph shall also apply for a trip-run sequence assignment.
13. There shall be maintained in the transportation office and posted on the bulletin board six charts — one for field trips, one for extra runs, one for extra work, one for the mail run, one for AM substituting, and one for PM substituting. Posting to these charts will be completed on a weekly basis. Such charts will be kept on file and available for inspection until the commencement of the following school year. To equalize time spent on field trips and all other assignments, the initial assignments at the beginning of the school year will be made only on a seniority basis. Subsequent assignments will then be made so as to give each regular driver an equal number of hours per week, insofar as possible.
14. The school district shall set up bus routes and assign buses to these routes so that when a driver selects a run he will know at the time of selection which bus to be operated on that run. Once a bus is assigned to a run it may not be changed except for repairs or replacements without the consent of the driver and the Association, except that the District may change the type of vehicle (i.e., 60 passenger and van) for good and sufficient reasons. All runs that become available during the year shall be posted with the designated bus number and the time allocated and shall be assigned on a seniority basis.
15. For the purpose of this portion of the Agreement, seniority shall mean length of service as a regular bus driver. Senior drivers shall have prior choice in selection of runs at all times. A separate seniority list shall be maintained for substitute drivers, who will compete only among themselves.  
  
At the beginning of the year, bus runs will be bid according to seniority.
16. All proposed summer runs and other summer work shall be posted during the last week of school in June and be assigned according to seniority and this Agreement and shall be paid the most recent pay scale.
17. All vehicles painted national chrome yellow and labeled “school bus” shall be considered school busses. Instructional personnel may drive all vehicles other than school buses. In addition, they may drive school buses built for eight or less passengers and they may be hired as substitute bus drivers when regular bus drivers are not available.
18. All runs will be available and posted not later than ten weekdays before the commencement of the school year. All drivers will be notified by mail to come in

and select their runs. All bus runs will be posted for review two full workdays prior to selection day. Only one driver shall select at one time. The Association may designate a representative to be present when selections are made at the beginning of the school year.

A driver may designate a representative to sign for and accept runs in his or her absence. The designation must be made on the form created by the parties, signed and dated by the driver in order to be valid. This designation shall be effective for thirty (30) calendar days from the date of signing.

Should a run be cancelled for any reason during the school year, the driver may be assigned any duties per job description for which he/she is qualified during the time of the run which was cancelled.

19. If a driver or the District determines that a run has been improperly timed, the route may be rerun with a representative of the Association and the District on the bus. All runs will be timed with the bus that will be used for that run. If a representative times a run outside his/her regular workday, he/she will be paid his/her regular rate for the time so spent.

Within ten (10) work days of being informed in writing of an improperly timed run by a driver, the supervisor must make a determination. Where it has been determined that the run was improperly timed, the transportation department shall notify the District payroll office immediately. The payroll office will make prompt payment to the driver.

Through the school year, the District may add up to 15 minutes to the work day for any particular bus run within 10 days. If the work day increases beyond 15 minutes, the District must re-post that position. Where a run does not originate in September and to avoid significant loss incurred by the driver overtime will be at the discretion of the district but avoided if possible if extending the run forces the driver into overtime.

20. When a field trip or activity trip extends into the lunch or dinner period, the driver shall be given a meal allowance as follows:

A trip departing before 10:00 AM and lasting beyond 1:30 PM:  
\$5.00 for lunch

A trip departing before 10:00 AM and lasting beyond 6:00 PM:  
\$5.00 for lunch  
\$10.00 for dinner.

A trip departing before 2:30 PM and lasting beyond 7:30 PM, or a trip which when combined with the driver's regular afternoon assignment lasts beyond 6:00 PM:

\$10.00 for dinner.

The above provisions shall apply only to trips and not to regular runs.

21.
  - (a) As a condition of employment all bus drivers must attend training courses sponsored or co-sponsored by the District or required by the state of New York and shall be compensated therefore. Additionally all drivers who are subject to drug and alcohol testing requirements shall be compensated for two (2) hours when subjected to such screenings.
  - (b) New bus drivers hired after July 1, 1986 will be required to pay the cost for finger printing and security clearance required under Article 19A of the New York State Vehicle and Traffic Law. The District shall reimburse such new employees for costs incurred in accordance with such provisions after one year of employment.
  - (c) The District will pay fifty percent of the cost of a bus driver's required commercial driver's license. A new driver will be eligible to receive such reimbursement upon completion of one year of service with the District. Payments under this provision shall be made in September and February of each school year. Drivers wishing to be reimbursed under this provision shall submit a request for such payment along with a copy of a receipt or canceled check showing payment by the driver.
22.
  - (a) All bus runs shall start and end at quarter hour increments (example: 1:00, 1:15, 1:30, 1:45)
  - (b) The following language applies to the runs known as 3:30 runs or late runs only. The 3:30 runs will be combined with any regular afternoon run according to the following: All late runs will be posted separately during the selection process. Afternoon runs will be posted and clearly labeled that they are available for a 3:30 run combination selection. Senior drivers may select any 3:30 run to combine with their afternoon selection. If more afternoon runs are available than 3:30 runs, the drivers will not have to combine a 3:30 run until available afternoon runs equal available 3:30 runs. Once combined, the run becomes as one for the duration of the school year.

The calculation for adding a 3:30 run to an afternoon run is as follows:

Routes 1, 2, 4 and 5 will combine with an afternoon run to add 1.75 hours three (3) days each week. Routes 3 and 6 will combine with an afternoon run to add 2.25 hours three (3) days each week. This additional time shall be added directly to the afternoon run time regardless of any overlap.
23. Effective July 1, 2002, substitute bus drivers with two years of service with the District shall be paid at Step 2 of the Bus Driver wage rate. Substitute bus drivers

with four years of service with the District shall be paid at Step 3 of the Bus Driver wage rate (six years moves to Step 4, eight years to step 5, ...). For purposes of this provision, a substitute driver must work a minimum of ninety (90) school days in a school year to qualify for the increase pay rate. Once a substitute driver has achieved a higher pay rate, he or she shall not revert back to the substitute bus driver pay rate. Retiree's returning back to work shall be subject the language in Article XVII (17), N and this language shall govern.

24. A bus driver who resigns all of his or her contracted assignments during the school year (without an approved leave of absence) shall lose all prior seniority, including substitute time. A bus driver who does not accept contracted work for the new school year may accept substitute status and maintain his or her seniority.
25. The district will put in place 2 floater bus driver positions for morning and afternoon routes, as well as up to 2 floater positions for mid-day. The morning, mid-day, and afternoon positions would be for 2.5 hours each and could be extended up to a .25 hour if needed. These positions would be considered permanent/contractual positions and therefore would count toward the time required to be eligible for benefits and would pay as such. In order to provide stability for students these positions first responsibility would be used to cover any temporary runs. In the event there isn't a need in this area then they would be expected to act in a substitute capacity. If there was not a need for a substitute during their scheduled time then these individuals would be expected to complete other duties that he/she may be responsible for as a bus driver.

E. **Monitors and Aides**

1. Full-time monitors shall work seven hours per day, exclusive of the lunch period, five days per week, 180 days per year. However, they shall be paid on the basis of a 185 day year. (180 days worked and 5 paid holidays) Part-time monitors shall work in accordance with the schedules established by the employer.
2. Aides shall also be paid for 185 days per year, although they will work 180 days, five days per week. (180 days worked and 5 paid holidays) The hours per day shall be in accordance with the schedules provided by the Employer.
3. Anytime that pupils are dismissed before the end of the regular class day monitors and aides shall be allowed to leave one hour after the pupils are dismissed.
4. In all other respects, the provisions of this Agreement shall apply equally to monitors and aides.
5. There will be a separate updated seniority list for monitors and aides to be given to the Association every six months.
6. Monitors assigned to transportation duties shall be guaranteed one hour of pay at their regular rate to report.

In the beginning of the school year and through of the month of September, the District may add up to 15 minutes to the work day. After September and through the remainder of the school year, the District may, on a one time basis, add another 15 minutes to the work day. If the District increases the work day beyond 30 minutes, it must re-post that position.

7. All teacher aides hired on or after January 1, 1997 will be required to complete six credit hours in an accredited undergraduate college course in the areas of human services, psychology, education, health or social services at the cost of the employee.
8. Beginning September 1, 2016, the District will post a flexible floater monitor/teacher aide job for positions that become available due to a student with disabilities need for a monitor per their Individualized Education Plan or IEP. This position will be considered a permanent/contractual position and will pay as such from the time of the position beginning and being accepted by the employee thru the remainder of that school year. The first responsibility to this floater position is to the student per their IEP needs for a monitor as determined by the Committee on Special Education or CSE. If the CSE determines that a monitor/teacher aide is no longer necessary for a student during the course of a year, then the employee shall be assigned as a substitute for other monitors/teacher aides. If there are no substitute positions available then the employee shall be given other monitor/teacher aide duties as assigned including duties as a bus monitor. Employees accepting floater monitor positions must be trained as a bus monitor.

**F. Security Monitors and School Safety Officer**

1. Full-time Security Monitors/School Safety Officers shall work seven hours per day, exclusive of the lunch period, five days per week, 180 days per year. However, they shall be paid on the basis of a 185 day year. (180 days worked and 5 paid holidays) Part-time Security Monitors/School Safety Officers shall work in accordance with the schedules established by the employer.
2. In all other respects, the provisions of this Agreement shall apply equally to Security Monitors and School Safety Officers.
3. There will be a separate updated seniority list Security Monitors/School Safety Officers to be given to the Association every six months

**ARTICLE XVII - MISCELLANEOUS PROVISIONS**

- A. In the event an employee is faced with a civil claim arising out of an incident related to his service with the Employer, the Employer will provide legal counsel for his protection and hold him harmless from any financial loss.
- B.
  - 1. The District shall provide employees with the option of direct deposit into the bank or credit union of the employee's choice on a timely basis so as to arrive at the bank or credit union on the day of payroll.
  - 2. The District will make paychecks available to the second shift custodial staff at the District office after 2:00 p.m. on Thursdays. Other employees will continue to receive their paychecks on the regular Friday payday.
- C. The Employer will furnish for the use of the Association space for bulletin boards in the various school buildings and in other locations where non-instructional personnel may be stationed. The use of school facilities for Association purposes such as school lounges or conference rooms for meeting purposes, the District mailing system and office machines will be available to the Association if there is no conflict with school usage. The Association will furnish all its own materials.
- D. Employees who are required to use their personal automobiles for official purposes shall be compensated by the Employer at the maximum rate per mile established by the state of New York.
- E. The Employer will provide each employee a copy of this Agreement.
- F. The Employer will provide all employees who use mechanical or other equipment with safe equipment. The Association will establish a safety committee to inspect any equipment and advise the appropriate supervisor in the event that any faulty equipment is found. The school business administrator may appoint one person to the committee as a representative of the Employer. An employee who believes a piece of equipment is unsafe or dangerous to life and limb may request the safety committee to examine the same, and if the committee agrees, he/she may refuse to work with such equipment until corrected without danger of penalty.
- G. Insofar as any provision of this Agreement shall conflict with any rule or resolution of the school board, appropriate action shall be taken to render such rule or resolution compatible with this Agreement.
- H. No employee shall suffer a reduction in salary or fringe benefits as a consequence of the execution of this Agreement.
- I. This Agreement shall remain in effect until June 30, 2019 or until a new contract is executed by the parties and goes into effect, whichever is later. Provided, however, that nothing herein contained shall preclude the parties from meeting from time to time to

negotiate any part hereof which may require change because of new circumstances or conditions.

- J. If any article or section of this Agreement, or any supplement thereto, should be held invalid by operation of law or by a tribunal of competent jurisdiction, or if compliance with an enforcement of any article or section should be restrained by such tribunal, the remainder of this Agreement and its supplements shall not be affected thereby, and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually acceptable replacement for such article or section.
- K. Labor Management Committee Meetings - The parties agree to hold quarterly labor-management committee meetings between designated representatives of each. One or more members of the Board of Education shall be present at such meetings to facilitate communication between the Association and both the District administration and the board. Each party shall notify the other not less than five working days prior to the meeting of issues it wishes to address. Other issues may be added with the parties' mutual consent. Labor-management meetings are intended to facilitate communications between the parties, resolve potential problems and/or differences before they arise and provide a forum for the parties to discuss and explore matters of mutual interest and concern. It is not intended to substitute or replace forums, remedies or legal arenas already available to either party nor shall it constitute a waiver of any other rights which may apply, nor an administrative procedure which any party must exhaust before seeking relief in any other forum. All agreements reached between the parties at Labor-Management shall be put into writing and signed by the parties within ten (10) school days.

Upon execution of the July 1, 2015-June 30, 2019 agreement, the parties will meet to establish a joint labor-management training program to meet at mutually agreeable times and without costs to the employee. Employees participating in such program shall not be required to utilize any leave time in order to participate in such training. The District shall pay for such training (up to a maximum of \$5,000) through a consultant selected by the Association, subject to approval of such consultant by the District. The consultant shall work with the District and the Association to determine the scope of such training.

- L. School Calendar - It is hereby agreed that, at the discretion of the superintendent, representatives of this Association shall be added as observers to the school calendar committee.
- M. If there is available space, and without additional cost to the District, such space shall be made available to the Association.
- N. Any employee who retires from the District can only come back into District employment as a substitute (no permanent appointments). These retirees shall be paid at Step 2 of the salary schedule and shall not advance steps. In addition, that individual would not be eligible for [1] health insurance buyback if they already have retiree health

insurance and [2] selling back of sick leave, personal leave or vacation leave upon the end of his/her second tour. This individual would accrue all other benefits under the Collective Bargaining Agreement, however, as though he/she was not a retiree.

- O. Evaluations shall be conducted annually on a mutually agreeable form. No employee shall be evaluated more than twice a year. If an employee is not evaluated, such employee's performance shall be deemed satisfactory.
- P. No bargaining unit work that is presently performed by members of this bargaining unit shall be sub-contracted or privatized during the term of this Agreement. This section shall expire as of June 30, 2019 and shall not be subject to the "Triborough" provisions set forth in the Taylor Law.
- Q. Substitute Call in Procedure – Employees must notify their supervisor if they will be unavailable for work. If a substitute is needed the employee is not responsible for finding a substitute as this is a function of the supervisor.

## **APPENDIX A - SALARY SCHEDULES**

### **Longevity and Salary Schedule**

For purposes of determining eligibility for longevity and salary schedule placement, 10-month employees hired on or before February 1 shall be credited with one full year of service and 12-month employees hired on or before January 1 shall be credited with one full year of service. Effective July 1, 2012 those employees who have completed ten (10) to fourteen (14) years of service in the District shall be paid, in addition to their salary, a longevity differential of 35 cents per hour. Said payment shall commence on July 1 following the date on which the ten years of service has been completed. Employees who have completed fifteen (15) to nineteen years of service in the District shall be paid an additional 10 cents per hour for a total of 45 cents per hour and employees who have completed twenty (20) or more years of service in the District shall be paid an additional 10- cents per hour for a total of 55 cents per hour.

For the purpose of determining eligibility for a longevity payment, an employee initially hired as a substitute employee must work a minimum of ninety (90) school days in each school year, or alternatively 450 hours in each school year, to qualify to receive credit for such year(s) as a year(s) of service to count towards eligibility for a longevity step payment. With regard to the 450 hour standard, if an employee can prove how much they earned as a substitute for the District in a given year, the parties will be able to determine how many hours were worked that year by dividing those annual earnings by the hourly rate of the position in which the individual worked.

New employees may be placed on any salary step up to and including step 4 at the time of hire at the discretion of the district.

Bus Driver	<u>2015-16</u>	<u>2016-17</u>	<u>2017-18</u>	<u>2018-19</u>
1	\$17.56	\$18.09	\$18.63	\$19.00
2	\$18.25	\$18.80	\$19.36	\$19.75
3	\$18.75	\$19.31	\$19.89	\$20.29
4	\$19.42	\$20.00	\$20.60	\$21.02
5	\$20.93	\$21.56	\$22.21	\$22.65
6	\$22.44	\$23.11	\$23.81	\$24.28
7	\$23.94	\$24.66	\$25.40	\$25.91
8	\$27.06	\$27.87	\$28.71	\$29.28

Cleaner		<u>2015-16</u>	<u>2016-17</u>	<u>2017-18</u>	<u>2018-19</u>
	1	\$15.15	\$15.60	\$16.07	\$16.39
	2	\$15.60	\$16.07	\$16.55	\$16.88
	3	\$16.10	\$16.58	\$17.08	\$17.42
	4	\$16.86	\$17.37	\$17.89	\$18.25
	5	\$18.26	\$18.81	\$19.37	\$19.76
	6	\$19.67	\$20.26	\$20.86	\$21.28
	7	\$21.07	\$21.71	\$22.36	\$22.80
	8	\$23.90	\$24.62	\$25.35	\$25.86

Cook		<u>2015-16</u>	<u>2016-17</u>	<u>2017-18</u>	<u>2018-19</u>
	1	\$14.82	\$15.26	\$15.72	\$16.04
	2	\$15.35	\$15.81	\$16.28	\$16.61
	3	\$15.95	\$16.43	\$16.92	\$17.26
	4	\$16.67	\$17.17	\$17.68	\$18.04
	5	\$18.22	\$18.76	\$19.33	\$19.71
	6	\$19.77	\$20.36	\$20.97	\$21.39
	7	\$21.33	\$21.97	\$22.63	\$23.08
	8	\$24.33	\$25.06	\$25.81	\$26.32

Custodian		<u>2015-16</u>	<u>2016-17</u>	<u>2017-18</u>	<u>2018-19</u>
	1	\$16.08	\$16.56	\$17.06	\$17.40
	2	\$16.60	\$17.10	\$17.61	\$17.96
	3	\$17.10	\$17.61	\$18.14	\$18.50
	4	\$18.02	\$18.56	\$19.12	\$19.50
	5	\$19.64	\$20.22	\$20.83	\$21.25
	6	\$21.26	\$21.89	\$22.55	\$23.00
	7	\$22.87	\$23.55	\$24.26	\$24.75
	8	\$26.04	\$26.82	\$27.63	\$28.18

Food Wagon		<u>2015-16</u>	<u>2016-17</u>	<u>2017-18</u>	<u>2018-19</u>
	1	\$18.57	\$19.13	\$19.71	\$20.10

Food Service (before 1986)		<u>2015-16</u>	<u>2016-17</u>	<u>2017-18</u>	<u>2018-19</u>
	1	\$22.22	\$22.88	\$23.57	\$24.04

Food Service Helper		<u>2015-16</u>	<u>2016-17</u>	<u>2017-18</u>	<u>2018-19</u>
	1	\$10.30	\$10.61	\$10.93	\$11.15
	2	\$10.80	\$11.12	\$11.46	\$11.69
	3	\$11.15	\$11.48	\$11.83	\$12.07
	4	\$11.72	\$12.07	\$12.43	\$12.68
	5	\$12.93	\$13.32	\$13.72	\$14.00
	6	\$14.15	\$14.57	\$15.01	\$15.31
	7	\$15.37	\$15.83	\$16.31	\$16.63
	8	\$17.64	\$18.16	\$18.71	\$19.08

Grounds		<u>2015-16</u>	<u>2016-17</u>	<u>2017-18</u>	<u>2018-19</u>
	1	\$15.62	\$16.09	\$16.57	\$16.90
	2	\$16.10	\$16.58	\$17.08	\$17.42
	3	\$16.60	\$17.10	\$17.61	\$17.96
	4	\$17.44	\$17.97	\$18.50	\$18.87
	5	\$18.95	\$19.52	\$20.11	\$20.51
	6	\$20.46	\$21.08	\$21.71	\$22.14
	7	\$21.45	\$22.09	\$22.76	\$23.21
	8	\$24.98	\$25.73	\$26.50	\$27.03

Mechanic - Auto	<u>2015-16</u>	<u>2016-17</u>	<u>2017-18</u>	<u>2018-19</u>
1	\$17.53	\$18.06	\$18.60	\$18.97
2	\$18.10	\$18.64	\$19.20	\$19.59
3	\$18.70	\$19.26	\$19.84	\$20.24
4	\$19.54	\$20.13	\$20.73	\$21.15
5	\$21.20	\$21.83	\$22.49	\$22.94
6	\$22.86	\$23.54	\$24.25	\$24.74
7	\$24.52	\$25.26	\$26.01	\$26.53
8	\$27.84	\$28.67	\$29.53	\$30.12

Mechanic-Maint.	<u>2015-16</u>	<u>2016-17</u>	<u>2017-18</u>	<u>2018-19</u>
1	\$17.26	\$17.78	\$18.31	\$18.68
2	\$17.76	\$18.29	\$18.84	\$19.22
3	\$18.20	\$18.75	\$19.31	\$19.69
4	\$19.26	\$19.84	\$20.43	\$20.84
5	\$20.92	\$21.55	\$22.19	\$22.64
6	\$22.57	\$23.25	\$23.95	\$24.43
7	\$24.24	\$24.96	\$25.71	\$26.23
8	\$27.53	\$28.36	\$29.21	\$29.79

Monitor	<u>2015-16</u>	<u>2016-17</u>	<u>2017-18</u>	<u>2018-19</u>
1	\$13.37	\$13.77	\$14.18	\$14.47
2	\$13.75	\$14.16	\$14.59	\$14.88
3	\$14.10	\$14.52	\$14.96	\$15.26
4	\$14.76	\$15.20	\$15.66	\$15.97
5	\$15.88	\$16.36	\$16.85	\$17.19
6	\$17.00	\$17.51	\$18.04	\$18.40
7	\$18.13	\$18.67	\$19.23	\$19.61
8	\$20.46	\$21.08	\$21.71	\$22.14

Monitor-Security	<u>2015-16</u>	<u>2016-17</u>	<u>2017-18</u>	<u>2018-19</u>
1	\$14.26	\$14.69	\$15.13	\$15.43
2	\$14.50	\$14.94	\$15.38	\$15.69
3	\$14.75	\$15.19	\$15.65	\$15.96
4	\$15.22	\$15.67	\$16.15	\$16.47
5	\$15.89	\$16.37	\$16.86	\$17.20
6	\$16.56	\$17.06	\$17.57	\$17.93
7	\$17.25	\$17.77	\$18.30	\$18.66
8	\$19.02	\$19.59	\$20.18	\$20.59

Teacher Aide	<u>2015-16</u>	<u>2016-17</u>	<u>2017-18</u>	<u>2018-19</u>
1	\$13.78	\$14.19	\$14.62	\$14.91
2	\$14.20	\$14.63	\$15.06	\$15.37
3	\$14.50	\$14.94	\$15.38	\$15.69
4	\$15.23	\$15.69	\$16.16	\$16.48
5	\$16.40	\$16.89	\$17.40	\$17.75
6	\$17.57	\$18.10	\$18.64	\$19.02
7	\$18.76	\$19.32	\$19.90	\$20.30
8	\$21.20	\$21.83	\$22.49	\$22.94

Typist	<u>2015-16</u>	<u>2016-17</u>	<u>2017-18</u>	<u>2018-19</u>
1	\$15.48	\$15.94	\$16.42	\$16.75
2	\$16.00	\$16.48	\$16.97	\$17.31
3	\$16.40	\$16.89	\$17.40	\$17.75
4	\$17.23	\$17.74	\$18.28	\$18.64
5	\$18.66	\$19.22	\$19.79	\$20.19
6	\$20.09	\$20.70	\$21.32	\$21.74
7	\$21.52	\$22.17	\$22.83	\$23.29
8	\$24.41	\$25.14	\$25.90	\$26.41

Bus Tech		<u>2015-16</u>	<u>2016-17</u>	<u>2017-18</u>	<u>2018-19</u>
	1	\$20.40	\$21.01	\$21.64	\$22.08
	2	\$21.42	\$22.06	\$22.72	\$23.18
	3	\$22.44	\$23.11	\$23.81	\$24.28
	4	\$23.46	\$24.16	\$24.89	\$25.39
	5	\$24.48	\$25.21	\$25.97	\$26.49
	6	\$25.50	\$26.27	\$27.05	\$27.59
	7	\$26.52	\$27.32	\$28.14	\$28.70
	8	\$27.84	\$28.67	\$29.53	\$30.12

Safety Officer		<u>2015-16</u>	<u>2016-17</u>	<u>2017-18</u>	<u>2018-19</u>
	1	\$16.91	\$17.41	\$17.93	\$18.30
	2	\$17.40	\$17.92	\$18.46	\$18.83
	3	\$18.00	\$18.54	\$19.10	\$19.48
	4	\$18.65	\$19.21	\$19.79	\$20.18
	5	\$19.53	\$19.72	\$20.32	\$20.72
	6	\$20.04	\$20.12	\$20.72	\$21.13
	7	\$20.55	\$21.17	\$21.81	\$22.25
	8	\$22.08	\$22.74	\$23.42	\$23.89

### **Additional Stipends**

	<u>2015-16</u>	<u>2016-17</u>	<u>2017-18</u>	<u>2018-19</u>
Head Custodian	\$3,110	\$3,110	\$3,110	\$3,110
Senior Custodian	\$1,365	\$1,365	\$1,365	\$1,365
Head Mechanic	\$1,521	\$1,521	\$1,521	\$1,521
Building Checks	\$1,771	\$1,771	\$1,771	\$1,771

## Substitute Rates

	New Schedule (Step 1 of Permanent Salaries)			
	<u>2015-16</u>	<u>2016-17</u>	<u>2017-18</u>	<u>2018-19</u>
Bus Driver	\$17.56	\$18.09	\$18.63	\$19.00
Cleaner	\$15.15	\$15.60	\$16.07	\$16.39
Cook	\$14.82	\$15.26	\$15.72	\$16.04
Custodian	\$16.08	\$16.56	\$17.06	\$17.40
Food Service Helper	\$10.30	\$10.61	\$10.93	\$11.15
Grounds	\$15.62	\$16.09	\$16.57	\$16.90
Mechanic Auto	\$17.53	\$18.06	\$18.60	\$18.97
Maint. Mechanic	\$17.26	\$17.78	\$18.31	\$18.68
Monitor Security	\$14.26	\$14.69	\$15.13	\$15.43
Monitor	\$13.37	\$13.77	\$14.18	\$14.47
Teacher Aide	\$13.78	\$14.19	\$14.62	\$14.91
Typist	\$15.48	\$15.94	\$16.42	\$16.75
Bus Tech	\$20.40	\$21.01	\$21.64	\$22.08
Safety Officer	\$16.91	\$17.42	\$17.94	\$18.30

## **SIGNATURE PAGE**

In witness whereof, the parties hereto have executed this Agreement.

Approved by the Board of Education of Schalmont Central School District at Rotterdam at its regular meeting held on January 25, 2016.

### **For Schalmont Central School District at Rotterdam**

Carol Pallas [Name] Date: 1/26/2016

Superintendent of Schools [Title]

\_\_\_\_\_ [Signature]

### **For Schalmont School Related Professionals Association:**

Carrie VanDeMark [Name] Date: 1/26/2016

President [Title]

\_\_\_\_\_ [Signature]

Pamela Tetlak [Name] Date: 1/26/2016

Vice President [Title]

\_\_\_\_\_ [Signature]

Ray La Freniere [Name] Date: 1/26/2016

Grievance Chair [Title]

\_\_\_\_\_ [Signature]