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# **Contract Database Metadata Elements**

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EEN/6119

# AGREEMENT

BETWEEN

# SHARON SPRINGS CENTRAL SCHOOL NON-TEACHERS ORGANIZATION

MENTAND THE SEC

# SUPERINTENDENT:

OF THE

SHARON SPRINGS CENTRAL SCHOOL

JULY 1, 2006 THROUGH JUNE 30, 2009

# GEN/6179

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SSCS Non-Teachers Organization Agreement 2006/2009

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# **PREAMBLE**

In order to effectuate the provisions of Chapter 392 of the Laws of 1967 (the Public Employees Fair Employment Act), as amended to encourage and increase effective and harmonious working relationships between the Sharon Springs Central School Board of Education (hereinafter referred to as the Board) and its non-teaching employees represented by the Sharon Springs Non-Teachers Organization (hereinafter referred to as the Organization), and to enable the non-teaching employees more fully to participate in and contribute to the development of policies for the school district, so that the cause of public education may best be served in Sharon Springs, the parties enter into this Agreement.

# **ARTICLE 1**

#### RECOGNITION

The Sharon Springs Central School District, having determined that the Sharon Springs Non-Teachers' Organization is supported by a majority of the non-teaching employees, (all those who have filled out, signed and filed a "notice of membership in the organization") hereby recognizes the Organization as the exclusive negotiating agent for members in such unit. Such recognition shall continue for the maximum amount of time permissible pursuant to Chapter 392, Section 208 of the Laws of 1967 as amended.

Unchallenged representation status shall continue unless seven months prior to the end of the contract a successful challenge is made. Insufficient evidence of a majority of members (membership cards can serve as a record) may warrant an inquiry. At this time, it is the responsibility of the Clerk of the Board of Education to request from the present bargaining agent a list of current members. This list shall be requested and provided prior to November 30.

The Board agrees not to negotiate with any other non-teaching association or individual member other than the Organization.

#### NEGOTIATING PROCEDURES

# A. Negotiating Teams

The Superintendent or his/her designated representative(s) will meet with the representatives designated by the service negotiating unit for the purpose of discussing and reaching mutually satisfactory agreements.

# B. Opening Negotiations

Upon written request of either party for a meeting to open negotiations, a mutually acceptable meeting date shall be set not more that fifteen (15) days following such request. In any given school year, such request shall be made on or before December 1. The Organization shall submit in writing all issues proposed for discussion to the Superintendent or his/her delegated representative(s), at the first meeting. The Superintendent shall submit in writing to the non-teachers representative(s) all additional issues upon which he/she wishes to negotiate no later than the second meeting. The second meeting and all necessary subsequent meetings shall be called at times mutually agreed upon by the parties.

#### C. Procedures

The Superintendent or his/her designated representative(s), shall meet at such mutually agreed upon places and times with representatives of the Organization for the purpose of effecting a free exchange of facts, opinions, proposals and counter proposals in an effort to reach mutual understanding and agreement. Both parties agree to conduct such negotiations in good faith and deal openly and fairly with each other on all matters. Following the initial meetings, such additional meetings shall be held as the parties may require, to reach an understanding on the issue(s) or until an impasse is reached. Meetings shall not exceed three (3) hours, unless by mutual agreement, and shall be held at a time other than the regular school day, unless agreed by both parties.

# D. Exchange of Information

Both parties shall furnish each other, upon reasonable request, with available information pertinent to the issue(s) under consideration.

### E. Consultants

The parties may call upon consultants to assist in the preparing for negotiations, and to advise them during conference sessions. The expense of such consultants shall be borne by the party requesting them.

# NEGOTIATION PROCEDURES (continued)

# F. Committee Reports

The parties agree that, during the period of negotiation and prior to reaching an agreement to be submitted by the Superintendent and the Organization, the proceedings of the negotiations shall not be released through the media unless such an issuance has the prior approval of both parties.

# G. Resolving Differences

In the event that an agreement is not reached by negotiations, the parties agree to use the full services of the Public Employees Relations Board (PERB) in resolving the impasse.

# H. Reopening Provisions

The Superintendent and the Organization agree that any one item included in the contract that is found to be unreasonable or unworkable by both parties, may be opened for re-negotiation by agreement in writing of both parties.

#### **ARTICLE 3**

#### **ORGANIZATION RIGHTS**

# A. <u>Dues Deduction/Agency Fee</u>

- 1. The District agrees to deduct from the salaries of <u>each</u> non-teacher employee covered by this Agreement, dues for the Sharon Springs Non-Teachers Organization and its affiliates and to transmit the monies promptly to the Organization when collected.
- 2. Deduction referred to in A.1 above will be made from the first payroll in October.
- 3. The Organization will notify the Clerk of the board in writing of the amount of the Organization's annual dues by September 25.

# B. Copies of Agreement

The District will provide the Organization with copies of this AGREEMENT for each employee covered by the Agreement, plus five additional copies. The Organization will distribute a copy to each member.

# ORGANIZATION RIGHTS (continued)

# C. Board of Education Meeting Agendas and Minutes

A copy of the Agenda for each meeting of the Board of Education will be provided to the Organization President. Upon written request, the Organization President will be provided with a copy of the approved minutes of each Board of Education meeting.

#### **ARTICLE 4**

# CONDITIONS OF EMPLOYMENT

### A. Maintenance of Standards

The employer agrees that all conditions of employment in its operation relating to wages and general working conditions shall be maintained at not less than the highest standards in effect at the time of the signing of this Agreement, and the conditions of employment shall be improved wherever specific provisions for improvement are made elsewhere in the Agreement.

# B. Probationary Period

All newly hired employees shall be employed on a probationary basis for a period of one year from date of employment. After the successful completion of the Probationary period the employee will be classified by means of Board of Education approval as a permanent employee. If a new employee needs to qualify for the position by meeting Civil Service requirements, they shall be on a provisional basis until such requirements have been met.

A full-time employee will be eligible for full benefits, as per this contract, upon the first payroll period. (E.g. health insurance, sick days, paid holidays, etc.)

Probationary employees will be evaluated (see Addenda 1, Approved Evaluation Form) by their supervisor, at least once during the first 60 days of the probationary period, and at least twice more during the remainder of the probationary period. The employee will be notified of the results of each of these evaluations within 10 days following the evaluation. A probationary employee will be notified within 30 days before the end of the probationary period as to whether they will be recommended to the Board of Education for permanent status or not. Probationary employees may be discharged at any time during the probationary period if they are not meeting expectations.

# C. <u>Discipline</u>

No member of the Organization who is classified as a permanent employee may be disciplined without just cause.

### D. Wages and Hours

#### 1. Salary Step System Chart

Included as Addenda 2.

# CONDITIONS OF EMPLOYMENT (continued)

# 2. Pay Option

Employees shall be given the option of receiving salary checks at 1/22 or 1/26 (big pay in June) of the annual salary to be issued bi-weekly. Those choosing the 1/26 must file written authorization not later than 3:30p.m. the first instructional day of school. The last check in June for those choosing the 1/26 option shall

be the balance due of their annual salary.

# 3. Payroll Dates

The School District Business Office will provide all non-teacher employees with payroll dates on the first day of school. Summer payroll dates for the custodial staff will coincide with administrative payroll dates.

# E. <u>Medical Examinations</u>

The medical examination shall be required of <u>all</u> non-teacher employees. The results of such examination shall be filed with the District. The examination shall be made by the school physicians at the District's expense.

Medical examinations for non-teacher employees shall follow the schedule below, except that the Superintendent may require a physical examination for any employee if symptoms exist that seem to indicate a condition that is preventing the employee from satisfactorily carrying out the duties of his or her position.

### 1. Schedule for Medical Examinations

- a. Bus Drivers and custodial staff: as provided by statute.
- b. Food Service Personnel: annually before the start of school or initial employment
- c. All other Non-Teaching Personnel: before commencing initial employment and then once every three (3) years.
- d. All personnel will submit to the Tine Test each year unless a positive reaction to such test has been noted. Following such reaction the employee shall submit to a chest x-ray annually.

# **ARTICLE 5**

# INSURANCE AND RETIREMENT

# A. <u>Health Insurance</u>

# 1. Health Insurance Plan

The District shall make available to the members of the bargaining unit, who are regularly employed for five or more hours per day or who become permanent bus drivers, health insurance coverage including prescription plan coverage as determined by the individual health plan selected by the employee as follows:

The rate of contribution of the District for eligible employees shall be 100% of the charge for the individual and 75% of the charge for dependent coverage for eligible employees hired before June 30, 2006. Eligible

# INSURANCE AND RETIREMENT (continued)

employees hired after June 30, 2006 rate of contribution will be 90% of the charge for individual coverage and 75% of the charge for dependent coverage.

Bargaining unit members who are eligible for immediate retirement pursuant to the rules and regulations of the NY State Employee's Retirement System and who retire from the District pursuant to those rules and regulations, with a minimum of 20 years of total full time service equivalent with the district, shall receive health insurance benefits in retirement of:

100% Individual and 50% Family.

Bargaining unit members employed by the district <u>before</u> July 1, 2003 and who are eligible for immediate retirement as stated above will be eligible for the health insurance benefits upon completion of 10 years of total full time service to the district.

#### 2. Health Insurance Buy Out

Unit members enrolled in the District's health insurance plans, who are otherwise health insured, may opt out of the District's health insurance program and receive a payment of 25% of the average individual premium costs to the district for the year. Such payment shall be made at the final payroll in June by the district upon receipt of a completed District Claim Form.

The application and proof of alternative health care coverage shall be provided to the Superintendent in writing each year by June 1<sup>st</sup> in order to opt out as of July 1<sup>st</sup>.

Re-entry into the District's health insurance program shall be allowed at any time, subject to the waiting period or open period, if any, of the District's health insurance program rules and regulations. Any penalties imposed by the insurance company upon re-entry into the District's health insurance program shall be the sole responsibility of the bargaining unit member.

In the event that a unit member requests the buy-out and subsequently resigns or is terminated for whatever reason prior to June 1<sup>st</sup>, the amount of the buy-out payment will be pro-rated so as to be a fair percentage equal to the percentage of time actually employed, as determined by the District.

### 3. Dental and Optical Insurance

The Delta Dental Plan and Davis Vision Plan or equivalent shall be available to members of the bargaining unit. Participation in either of these plans is solely at the option of the employee and all premium costs will be the responsibility of the employee.

# 4. Seasonal/Temporary Employees

Seasonal and temporary employees hired for a period of employment anticipated to be less than six (6) months in length should not be considered to be eligible for coverage under the health insurance program offered by the District.

#### 5. Insurance Committee

The parties agree to establish a joint committee for the purpose of reviewing health insurance plans, providers, and premium costs.

# ARTICLE 5 INSURANCE AND RETIREMENT (continued)

The Committee shall be comprised of an equal number of representatives from each party, but no more than three members per side.

# 6. Flexible Spending Account (FSA)

The FSA lets unit members set aside a certain amount of each paycheck into the account before paying taxes. During the year, unit members will have access to this account for the reimbursement of health-related expenses not covered by insurance. Contributions made to the FSA are voluntary but once made are irrevocable per Internal Revenue code regulation Section 125 and any unused balance will revert back to the District.

# B. Retirement

### 1. Retirement Plan

The District approved the New York State Retirement Plan 75-C beginning July 1, 1980 and the plan will be updated as state mandated.

# 2. Compensation for Unused Sick Leave

Requirements for compensation for unused sick leave at termination of employment are as follows:

- a. Eligible for immediate retirement under the NYS Employees Retirement System and actually retiring.
- b. Ten (10) school years (100) months of service or over at Sharon Springs Central School.
- c. In order to receive compensation within the same fiscal year, or at employee's option, to receive compensation in the next calendar year for tax purposes, the employee shall provide a letter of resignation to the Superintendent at least five (5) months prior to said termination, but no later than February 1 of the fiscal year of such retirement. The option of receiving compensation should be stated at the time of written notification of termination. When less than five (5) months, but at least three (3) months written notification of retirement is provided, the employee will receive payment in the next fiscal year.
- d. The District approved the New York State Retirement Option 41-J at the Board of Education Meeting, September 11, 2006.
- e. Formula for computing sick leave compensation for non-teacher employee.
  - 1. Hours of normal work day multiplied by;
  - 2. Number of unused sick leave days accumulated equals;
  - 3. Total number of accumulated hours to be compensated at \$3.75 per hour

### 3. Tax Sheltered Annuities

The District shall make available to all non-teacher employees the opportunity to participate in tax sheltered annuity programs currently being offered to other employees and to have such contributions payroll deducted.

#### LEAVE PROVISIONS

### A. Sick Leave

- 1. The term sick leave shall mean any time absent by any person represented by this negotiating unit from said person's regular duties because of any physical or mental incapacity due to sickness or accident that would render such person incapable of performing his or her regular duties. The time accumulated hereunder shall be used for such purpose only, except as hereinafter provided.
- 2. Sick leave benefits are granted in units of full days of credit for full time employees and in pro-rated units of credit to be referred to as "working days" for less than full time employees. Unused sick leave credit shall accumulate to a maximum of 180 units of days or of "working days."
  - If during the working year an employee uses one (1) or more units of sick leave credit, the district shall in each case use current entitlement first, each school year, before deducting from accumulated days. It shall be deducted even though no substitute was employed.
- 3. On July 1 of each year, continuing twelve (12) or eleven (11) month employees shall be granted sick leave credit according to the schedule as defined in B. below. Upon the first day of employment, continuing twelve (12) or (11) month employees with less than one year of service shall be granted pro-rated sick leave on the basis of one (1) day or "working day" for each expected full month of employment between the first day of employment and the succeeding July 1.
  - On September 1 of each year, continuing ten (10) month employees shall be granted sick leave credit according to the schedule as defined B. below. Upon the first day of employment continuing ten (10) month employees with less than one school year of service shall be granted pro-rated sick leave on the basis of one (1) day or "working days" for each expected full month of employment between the first day of employment and the succeeding July 1.
- 4. All sick leave benefits shall cease when a non-teacher member of this unit shall cease to be employed by this school district for any reason.
- 5. The Superintendent shall, at the end of each school year, file with the Clerk of the Board of Education and deliver to each staff member a statement showing the number of days of his or her unused accumulated sick leave at the expiration of the school year.
- 6. Upon returning to work from an absence in which sick leave benefits are claimed, each employee will immediately file with the Superintendent an "Employee Absentee Report."
- 7. An employee may request a day that does not comply with the provision of sick or personal day subject to approval by their supervisor and the Superintendent.

### B. Sick Leave Schedule

Full time employees who are employed as follows:

- 1. Twelve (12) month basis shall be granted fourteen (14) days of sick leave annually.
- 2. Eleven (11) month basis shall be granted thirteen (13) days of sick leave annually.
- 3. Ten (10) month basis shall be granted twelve (12) days of sick leave annually.

# LEAVE PROVISIONS (continued)

<u>Less</u> than full time employees who are employed on a <u>half-time</u> basis shall be granted:

- 1. Twelve (12) month basis shall be granted fourteen (14) "working days" of sick leave annually.
- 2. Eleven (11) month basis shall be granted thirteen (13) "working days" of sick leave annually.
- 3. Ten (10) month basis shall be granted twelve (12) "working days" of sick leave annually.

# C. <u>Illness or Death in Family</u>

1. From the granted sick leave credit as described above, each non-instructional employee will be allowed (12 for 12 month employees, 11 for 11 month employees, 10 for 10 month employees) days or "working days" of absence in any one school year for reason of serious illness requiring bedside or household attention by the employee, or death in the immediate family (immediate family being parent, grandparent, parent-in-law, sister, sister-in-law, brother, or brother-in-law, wife, husband, child or guardian) or in the immediate household (including any person who has established a home with such staff member).

# D. Personal Business Days

"Personal business days" are a privilege extended by contractual agreement to the non-teachers staff to enable a staff member to accomplish business, which, through no fault of his/her own, falls on a scheduled school day, without resultant monetary loss. From the appropriate sick leave credit as described above, three (3) days or "working days" shall be approved for personal business providing that the days or "working days" fall within the following guidelines:

- 1. Such days may not be used to accomplish business of a nature that could be accomplished or scheduled at another time.
- 2. Such days may not be used to extend any school holidays or vacation periods.
- 3. Such days may not be used to pursue another vocation.
- 4. Notice of intention to use personal leave shall be given 48 hours in advance, where possible.

### E. Sick Leave Bank is hereby established to operate by the following regulations:

- 1. There will be a Board of Directors in charge of executing all business of the Bank.
- 2. The Board of Directors will consist of two members of the Organization and one non-member appointed by the Superintendent and will meet the 3<sup>rd</sup> week of September each year.
- 3. Each employee will be eligible to participate after two years of continuing service in the District. Eligible employees may also choose not to participate in the Sick Bank.
- 4. Employees will be accepted into the Bank only in the month of September or within thirty days of the completion of the second year of service.

# LEAVE PROVISIONS (continued)

- 5. Voluntary deposits of three days from each employee's sick leave will be requested as they enter the Bank. One day will be deposited from the employee's sick leave for each of the next three consecutive years.
- 6. Any participating member wishing to withdraw will forfeit any days he/she has contributed.
- 7. The Sick Leave Bank will be restricted to extended catastrophic illness requiring medical attention and/or hospital care.
- 8. Participating members may only borrow days after their own sick leave time has been depleted.
- 9. Applications for use of sick bank days should be submitted as soon as the need becomes apparent, and be signed by the employee and physician. The district may request verification of need for sick leave bank days through its own school physician.
- 10. As a sick bank member, one may borrow a maximum of 65 days for 12 month employees during one school year (10 month employees may borrow 54 days).
- 11. An individual whose illness extends into a second school year must reapply to the Bank.
- 12. Requests for days from the sick leave bank must be for illness of the person applying. The Board of Directors will deny all other requests.
- 13. All days that remain in the Bank at the end of the year shall be carried over into the following school year.
- 14. One copy of the annual report will be submitted by the Board of Directors to both the Organization and the District.
- 15. Decisions of the Sick Leave Bank Board of Directors shall not be subject to the Grievance Procedure, but shall be subject to review by the Board of Directors upon request.
- 16. Members borrowing days will be requested to pay the Bank at the rate of three days per year until all days are repaid or until the member leaves employment with the District.
- 17. Any employee (already belonging to the sick bank) leaving employment with the District may donate up to three (3) sick days to the sick bank.

# F. Lost time on the job accidents involving Workmen's Compensation

### Leave Policy

An employee absent because of a disability due to injury suffered while in the discharge of school duties shall not suffer loss of pay nor shall deduction be made against sick leave up to six (6) months. Any compensation weekly wage benefit received is to be reimbursed to the District.

# LEAVE PROVISIONS (continued)

# G. Child Rearing Leave

- 1. The first request for a maternity or child rearing leave shall be granted upon written request for a period of up to two (2) years for the purpose of caring for a child. Upon expecting another child, a one year extension may be granted. An employee must return for at least one semester prior to being eligible for additional maternity/child rearing leave. Maternity/child rearing leaves shall be limited to not more than one year for each additional pregnancy. Said leave shall be without pay, and shall end at the beginning of either semester during a given school year or following a 30 day written notice to the District expressing desire to return to work other than at the beginning of a semester. An employee shall notify the District of the intention to take a maternity or child rearing leave at least ninety (90) days in advance of the date the leave is to start. The employee shall notify the District of the anticipated date of return ninety (90) days in advance.
- 2. If the pregnancy is interrupted, the leave may be terminated upon written request accompanied by a physician's certification that the employee is physically fit to resume work. Consistent with N.Y.S. Education Law, a school district may require a confirming opinion by a school physician. Transportation employees must meet applicable DOT return to work requirements. Child rearing leave shall be granted to a male or female employee who is the primary care giver in rearing the child. In the case of adoption, the employee shall notify the District at least ninety (90) days in advance of the date an adoptive child is expected to be available, his or her intent to take this leave, and the anticipated return date consistent with the first sentence herein. The ninety (90) day notice may be waived in an emergency. An adopting parent shall notify the District immediately upon receipt of notification that a child is available for him or her to adopt on a specific date. After an interrupted pregnancy or in the event an adoption agreement is revoked, a minimum of thirty (30) days notice to the District must be given in order for the employee to return to or remain in his or her position of employment.
- 3. For probationary appointments, maternity or child rearing leave shall not serve in lieu of service in meeting the requirements for serving the full probationary period. An employee will not accumulate additional leave days during the maternity or child rearing leave.

# H. Family Medical Leave Act (FMLA)

The district agrees to make the FMLA coverage available to all eligible Non-Teacher employees that work at least 1000 hours per contract year. The twelve-week leave available to eligible employees under this law shall begin on the first day of leave taken.

### I. Leave of Absence

The Board may, within its discretion, grant leaves of absence for a period not to exceed one year without pay or paid benefits. Requests for leave or renewal of leave shall be in the form of a written application thereof.

At the time the Board grants the leave, there shall be a written mutual agreement between the Superintendent and the non-teacher employee of said employee's intent to return or not to return to service.

# LEAVE PROVISIONS (continued)

A non-teacher employee returning from any leaves (G, H, I) is <u>not</u> guaranteed any particular job assignment.

# J. Jury Duty

As provided by State Statute.

### K. Other Absences

Absences not covered by the aforementioned paragraphs A-J will result in full loss of pay at the rate of 1/180 of the annual salary for each day's absence for ten (10) month employees, 1/220 of the annual salary for 11 month employees, and at the rate of 1/240 annual salary for twelve (12) month employees.

# L. Notification

Please inform the Superintendent or his delegate at least one hour prior to the scheduled work time for any day on which you are unable to meet your regular duties. In case of absence that can be foreseen in advance, we will appreciate your making that information known before the day on which you will be away.

### M. Notification to Return/Not Return to work

A non-teacher employee who is on any leave of absence must notify the Superintendent in writing three months prior to the end of the leave of his/her intentions to return to work or not. Failure to notify the Superintendent of your intentions will be considered your termination from the employment of the District.

### N. Organization Leave

An officer (president, vice-president, secretary, treasurer) or designated representative of the organization shall be granted the cumulative equivalent not to exceed two (2) personal days, per year for the purpose of organization/negotiation business. The designee/officers will be entitled to leave with full pay with no charge to leave credits. If the District uses a substitute, the organization will reimburse the District for the cost of said substitute.

#### ARTICLE 7

#### HOLIDAYS AND VACATIONS

# A. Paid Holidays

It is mutually agreed that all full time (12 month) non-teacher employees of the Organization would be eligible for thirteen (13) paid holidays each year.

Holidays are defined as follows and determined by the annual school calendar established by the Board of Education.

# HOLIDAY AND VACATIONS (continued)

- 1. July 4
- 2. Labor Day-September
- 3. Columbus Day
- 4. Veteran's Day
- 5. Thanksgiving
- 6. Thanksgiving Friday
- 7. Christmas
- 8. New Year's
- 9. Martin Luther King Day
- 10. Washington or Lincoln's Day
- 11. Memorial Day
- 12. & 13. Two (2) additional days to be agreed upon prior to July 1 of each year.

# B. Paid Vacations

1. All full time twelve (12) month non-teacher employees will be granted annually on July 1<sup>st</sup> vacation time in accordance with the following schedule <u>after completion</u> of:

1-5 years	10 working days
6-10 years	15 working days
11 years	16 working days
12 years	17 working days
13 years	18 working days
14 years	19 working days
15 years or more	20 working days

- 1. These vacation days must be taken between July 1<sup>st</sup> and June 20<sup>th</sup>. Employees will be allowed to carry over a maximum of 5(five) vacation days into the next year.
- 2. New employees who are hired after July 1<sup>st</sup> will have their vacation pro-rated for the first year, and June 20<sup>th</sup> will be considered the end of a <u>complete</u> year of service regardless of the date of hire, for the purposes of <u>this</u> Article.
- 3. Please refer to ARTICLE 9, Section H, paragraph #4 for further information.

#### **ARTICLE 8**

# **GRIEVANCE PROCEDURES**

# A. <u>Declaration of Policy</u>

In order to establish a more harmonious and cooperative relationship between employees, supervisors, administrators, and members of the Board of Education, which will enhance the educational program of the Sharon Springs Central School; it is hereby declared to be the purpose of these procedures to provide a means for orderly settlement of differences, promptly and fairly, as they arise, and to assure equitable and proper treatment of employees.

### B. Definitions

1. A <u>GRIEVANCE</u> is any alleged violation of the contract collectively negotiated between the Board of Education and the Non-Teachers Organization.

# GRIEVANCE PROCEDURES (continued)

- 2. <u>EMPLOYEE</u> shall mean any member of the Organization covered by this Agreement.
- 3. The ORGANIZATION is the Sharon Springs Central School Non-Teachers Organization.

# C. Basic Principles

- 1. Since it is the intent of these procedures to provide the orderly settlement of differences in a fair and equitable manner, the resolution of a grievance at the earliest possible stage is encouraged.
- 2. An employee shall have the right to present grievances in accordance with these procedures, free from coercion, interference, restraint, discrimination or reprisal.
- 3. An employee shall have the right to be represented at any stage of the procedures by a person or persons of their choice.
- 4. All hearings shall be confidential.
- 5. It shall be the responsibility of the Superintendent of the District to take such steps as may be necessary to give force and effect to these procedures. Each administrator or supervisor shall have the responsibility to consider promptly each grievance presented to him and make a determination within the authority delegated to him within the time specified in these procedures.
- 6. The function of these procedures is to assure equitable and proper treatment under the existing laws, rules, regulations and policies that relate to or affect the employee in the performance of his/her assignment.
- 7. Each party to a grievance shall have access to all written statements and records pertaining to such grievance.

#### D. Procedures

# 1. Level 1

There will be an informal oral discussion of the claim between the employee and the immediate supervisor. The immediate supervisor shall render a written decision within three (3) school days after the informal oral conference. If the claim is not settled informally, then the employee shall furnish a written statement of the grievance to the Business Manager within ten (10) school days for automatic referral to Level 2.

# 2. Level 2

Between the Superintendent and the Employee:

The Superintendent may hold a hearing to obtain further information regarding the case. The Superintendent shall render a decision in writing within ten (10) working days after receiving the request unless a hearing is held. If a hearing is held the written decision shall be rendered within ten (10) working days after the hearing.

# GRIEVANCE PROCEDURES (continued)

# 3. Level 3

Between the Board of Education and the Employee:

If the aggrieved employee is not satisfied with the disposition of his/her grievance at Level II, or if no decision has been rendered within ten (10) working days, the employee shall submit the grievance to the Board of Education. The Board of Education shall hear and decide the matter within ten (10) working days. The Board will render a written decision within ten (10) working days.

# 4. Level 4

If the Organization is not satisfied with the disposition of the grievance at Level 4, or if no decision has been rendered within ten (10) working days, the Organization may within ten (10) working days appeal the matter to the American Arbitration Association for a decision with the costs thereof being mutually shared by the parties. The Voluntary Labor Arbitration Rules of the American Association shall govern the selection of the arbitrator and the conduct of hearings.

# **ARTICLE 9**

## **GENERAL**

### A. REGULATED BY LAW

- 1. IF ANY PROVISION OF THIS AGREEMENT OR ANY APPLICATION OF THIS AGREEMENT TO ANY EMPLOYEE OR GROUP OF EMPLOYEES SHALL BE DEEMED NOT VALID AND SUBSISTING EXCEPT TO THE EXTENT PERMITTED BY LAW, ALL OTHER PROVISIONS OR APPLICATION SHALL CONTINUE IN FULL FORCE AND EFFECT. NEGOTIATIONS SHALL IMMEDIATELY COMMENCE TO REPLACE THE AFFECTED PROVISIONS.
- 2. IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFOR SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

# B. Personnel File

Employees shall be able to:

- 1. Review his/her file in the District Office, except for materials from a confidential source.
- 2. Review derogatory material before being placed into his/her file and have the right to respond to such material in writing.

# ARTICLE 9 GENERAL (continued)

# C. Vacancies and Job Postings

# 1. Posting of Vacancies

- a. When new openings or vacancies occur, the District shall notify employees of all bargaining unit positions by posting a notice of such vacancy in the bus garage, bulletin board at the Route 20 entrance of the school building, and Principals' office window and one to the President of the SSNTO. The District retains the authority to make a temporary appointment to the position during the 5 day posting period when it is essential to have the position filled immediately.
- b. The notice shall clearly describe the qualifications for the position as determined by Civil Service, including job requirements.
- c. Qualified employees may apply for such vacancies by submitting a letter of interest to the Superintendent of Schools within 10 working days after the position is posted.
- 2. The parties agree that when jobs become vacant in the bargaining unit, consideration for transfer to such vacancies will be given to members of the bargaining unit.
- 3. An employee applying for a posted vacancy is not thereby precluded from making application or inquiry with respect to other positions in the District.
- 4. The Board will be the final authority in filling all vacancies, consistent with the terms of the Agreement.
- 5. The President of the SSNTO organization shall be notified in writing of the Board's hire, including wage, within ten (10) days of the Board's final determination.

# D. <u>Job Descriptions</u>

The District shall provide job descriptions for each position in the Organization. The District shall provide notice to the President of the Organization fifteen (15) working days prior to making any substantial change in a job description.

### E. Protection

Let it be recognized that all staff members are an integral part of the school system. Therefore, in dealing with all students, they should be afforded rights and protection necessary to perform the job assigned to them.

- 1. Non-Teachers staff shall not suffer any disadvantage or inconvenience by reason of his or her membership in the Non-Teachers Organization.
- 2. If a complaint should be lodged by a parent/student against a non-teacher employee and the charge becomes a matter of record, it should be brought to the attention of the non-teacher employee. Any type of derogatory complaint or letter to be placed in a file should be done only after letting the non-teacher employee review it. After such review, the non-teacher employee has a right to make a written statement in their defense to be added to their file.

# GENERAL (continued)

- 3. Each non-teacher employee should be afforded the opportunity of having a representative from their Organization at a meeting whether it be informal, formal, reprimand, dismissal, warning or discipline, etc.
- 4. When a complaint is made thereafter the non-teacher employee should have the right to address the complaint.
- 5. At no time should a non-teacher employee be reprimanded in front of students or other faculty or staff member.
- 6. At no time should a non-teacher employee or the Organization as a whole be threatened with the loss of their job or jobs for difference of opinion.

# F. College Class Tuition Reimbursement

1. Tuition for college courses that are job related and pre-approved by the Superintendent will be 100% reimbursed if a grade of "B" or better is awarded. A maximum of six college credits will be reimbursed per fiscal year (7/1-6/30). A paid tuition bill must be submitted with a claim form. Employees who receive tuition assistance from the district will return 50% of such assistance in the event they leave the district's employment at any time in the year following receipt of the assistance.

### G. Teacher Aides Lunch Scheduling

1. Teacher aides work six and one-half (6 ½) hours per day with one-half (1/2) hour unpaid lunch. Lunchtime maybe scheduled by the District to require the non-teacher employee to take such unpaid lunch at noon or as near to the noon hour as scheduling permits.

#### H. Seniority

- 1. Unless otherwise specified herein, seniority shall be determined by the employee's length of continuous service with Sharon Springs Central School District. Time spent in the armed forces on military leave of absence, and time lost because of duty-concerned disabilities, shall be included. Time previously accrued will not be lost due to unpaid leave of absence.
- 2. An up-to-date list showing the name, length of service, starting date and assignments of each employee shall be furnished to the Organization annually by October 1 of each school year. A copy of the list shall be maintained by the Organization President for inspection by members.
- 3. Employees within Sections shall draw vacation assignments among themselves, subject to the approval of the Superintendent or his/her designee based on the need for efficient operations. Seniority within the Sections shall determine preferences.
- 4. Seniority shall control in determining preference for the purpose of assignments or promotions within a section, all other conditions being equal. If appointment to a position is not granted to the most senior applicant he/she may receive a written explanation, if requested.
- 5. In the event it becomes necessary to reduce the staff in any Section, 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 both the competitive and non-competitive services laid off for lack

ARTICLE 9
GENERAL
(continued)

of available work or for budgetary reasons shall be the first recalled when a position becomes available, in order of seniority, before any new employees may be hired.

Such right of recall shall be limited to a period of four (4) years for competitive positions and two (2) years for non-competitive positions. An employee who is notified by certified mail addressed to his last known address of an available opening must advise the administration with in two weeks whether he will accept or decline the position. Upon such recall the employee will be credited with all prior years service credit and leave entitlement.

# **ARTICLE 10**

#### SALARY PROVISIONS

A. Teacher Aides Compensation when Assigned as a Substitute Teacher

In the event that substitute teachers cannot be located and assigned from an approved substitute list, the district shall have the option of assigning a teacher aide to substitute. When that occurs, and the aide substitutes for at least a half day, the teacher aide shall receive their regular salary and an additional stipend of \$20.00 for a full day or \$10.00 for a half day of such substitute coverage. But in no case will the aide receive less than the approved rate for substitute teachers as established by the district.

# B. Custodial/Maintenance/Grounds Section

1. Differentials

A. Cleaners who regularly (approx Sept 5- June) work the evening shift (approx. 3:30 pm - 12 am) shall receive differentials paid at the following rates for the term of this agreement.

Evening Shift	<u>2006-07</u>	<u>2007-08</u>	<u>2008-09</u>
-	\$400.00	\$450.00	\$500.00

B. When work schedule calls for hours between Midnight and 5am, a differential of .25 per hour will be paid (plus any overtime pay that may be due the employee by exceeding the 40 hour work week. This rate will be in effect for the length of the agreement.

# C. Emergency/After Hours Call Ins

When a Custodial/Maintenance/Grounds Section Worker is called in to handle an emergency matter, they shall be paid a minimum of two (2) hours salary.

2. Mechanic, Grounds Maintenance and Custodial Staff will receive \$150.00 annual clothing/shoe allowance. Starting immediately, each employee will be required to present the District a bill of sale proving proof of purchase.

# SALARY PROVISIONS (continued)

# C. Food Service Section

1.Food Service Staff paid for extra work in connection with class activities, school Board activities, or non-school related organizations will be paid hourly as follows by the requesting organization:

<u>2006-07</u> <u>2007-08</u> <u>2008-09</u> \$11.75 \$12.00 \$12.25

D. <u>Transportation Section</u> (Definitions & Bus Driver Rates)

The following are definitions regarding the Transportation Section of the Sharon Springs Central School District:

- 1. Work day -- Regular Bus drivers who drive "In District" assignments shall be paid on the basis of a 2 ½ hour day. Regular Bus Drivers who drive "Out of District" assignments shall be guaranteed a minimum of 2 ½ hours per day at their regular step rate.
- 2. Work year -- Regular Bus Drivers work year will consist of 180 days. In the event that drivers are needed for additional days, they will be compensated at their regular step rate.
- 3. <u>"Regular Bus Driver"</u> is defined as a driver who transports students daily between their home and their assigned educational placement, whether it is to Sharon Springs Central School or to Out of District locations.
- 4. <u>"Regular Bus Driving Assignments"</u> is defined as a driving assignment that has been:
  - a. created and defined by the District;
  - b. properly posted, subject to seniority and qualifications; and
  - c. appointed by the Board of Education.

Such Assignments are subject to changes due to changing demographics in and out of the district that may result in an increase or a decrease of hours. It is further understood that if an assignment(s) is eliminated the driver will not receive compensation or benefits after the date of termination for that assignment.

- 5. "Special Bus Driving Assignment" is defined as a driving assignment that has been:
  - a. created and defined by the District;
  - b. properly posted, subject to seniority and qualifications; and
  - c. appointed by the Board of Education. These assignments for bus runs provide transportation for the following:
    - 1. Schoharie Career and Technical Center (AM-3.5 hours X 180 days)
    - 2. Schoharie Career and Technical Center (PM -3.5 hours X 180 days)
    - 3. Faith Bible Academy (AM -. 75 hours per trip)
    - 4. Faith Bible Academy (PM .50 hours per trip)
    - 5. Late Runs (PM 1.0 hours per trip)
    - 6. After School Program Runs (PM 1.0 hours per trip)
    - 7. Summer School Program Runs (AM/PM hours may vary)

# SALARY PROVISIONS (continued)

These assignments are compensated at the following SSNTO contract rates:

<u>2006-07</u>

2007-08

2008-09

\$15.00 per hour

\$15.25 per hour

\$15.50 per hour

Note: For Schoharie Career and Technical Center assignments, the assigned driver is entitled to sick leave benefits.

# 6. <u>Temporary Bus Driving Assignment:</u>

Due to the constantly changing demographics of school program and student placements, there are occasions where transportation is needed on a temporary basis for some students. A temporary bus driving assignment will be made by the Transportation Supervisor, with the understanding that the assignment will only continue until such time as the circumstances change, or the student(s) involved can be included in a "Regular or Special Bus Driving Assignment." However, if it appears that the circumstances may last longer than 90 days; a meeting will be scheduled between the Transportation Supervisor and the temporary driver involved, to review the assignment. These assignments will be offered to regular drivers on a seniority basis.

These assignments are to be compensated at the following amounts per hour:

<u>2006-07</u>

<u>2007-08</u>

2008-09

\$15.00 per hour

\$15.25 per hour

15.50 per hour

# 7. "Field Trip/ Sports Trip Assignment: is defined as follows:

These are field trips or trips to athletic events originated by teachers, as approved by the District Administration or the Athletic Director and scheduled by the Transportation Supervisor. Field trip assignments are offered to regular bus drivers and assigned by seniority to the extent possible. Sport trips assignments are handled in the following manner by mutual agreement: At the beginning of each sport season the Transportation Supervisor provides all regular drivers with a schedule of all games needing transportation. Each driver furnishes the Transportation Supervisor with a list of preferred assignment and then the sports trip assignments are divided up among the regular drivers in an equitable manner as possible.

These assignments are to be compensated at the following amounts per hour:

2006-07

2007-08

2008-09

\$15.00 per hour

\$15.25 per hour

\$15.50 per hour

# ARTICLE 11 LONGEVITY

Upon completion of the appropriate longevity, the member can apply for the longevity bonus any time after their employment anniversary date, but before June 1<sup>st</sup> to receive payment of the stipulated bonus. The District will not pay previous year's bonuses. A check will be issued for bonuses in the next pay period following the approved application.

1. Effective July 1, 2006, employees with twenty-five (25) cumulative years of service to the District shall be entitled to a longevity increment of:

1.	July 1, 2006	\$300
2.	July 1, 2007	\$350
3.	July 1, 2008	\$400

2. Effective July 1, 2006, employees with twenty (20) cumulative years of service to the District shall be entitled to a longevity increment of:

1.	July 1, 2006	\$250
2.	July 1, 2007	\$300
3.	July 1, 2008	\$350



3. Effective July 1, 2006, employees with fifteen (15) cumulative years of service to the District shall be entitled to a longevity increment of:

1.	July 1, 2006	\$200
2.	July 1, 2007	\$250
3.	July 1, 2008	\$300

4. Effective July 1, 2006, employees with ten (10) cumulative years of service to the District shall be entitled to a longevity increment of:

1.	July 1, 2006	\$150
	July 1, 2007	\$200
3.	July 1, 2008	\$250

# SHARON SPRINGS CENTRAL SCHOOL

# SUPPORT STAFF EVALUATION FORM

Employees	Name:		Date	*
Job Title:			Supe	ervisor:
After each	of the characteristics which follo	w is a blank to be	filled in by the	supervisor according to this rating
	nsatisfactory: - 1	Very Good:	- 4	Not Observed: - N/O
M	arginal: - 2 tisfactory: - 3	Exceptional:	- 5	Not Applicable: - N/A
Sa	itistactory: - 3			
PRODUCT	TIYITY			
Ef	fective under normal conditions		Able to priori	tize activity
Flo	exible in assignments		Efficient	
Pro	oduces sufficient quantity		Handles equip	ment properly
Co	mments:			
	·			•
SKILLS L				
	aintains a neat work area		Accurate	
Ть	<del>-</del>		Knowledgeab	
Ma	aintains awareness of general cor buildings and grounds	ndition	Effective in us district to acco	sing resources and tools within omplish tasks
Co	omments:	<del></del>		
DEPENDA	BILITY			
Co	onscientious		Honest	
Re	liable on the job	<del> </del>	Reliable in an	endance
Us	es good judgement	<del></del>	Performs cons	istently well
Co	mplies with policies, operating p	procedures, and re	quirements of t	he building and district
	mments:			
•			:	
APPEARA			Mast in surrous	
	splays acceptable personal habits		Neat in appear	
Co	mments:			
CREATIV	ITY			
So	lves problems effectively		Works indepen	ndently
Ge	nerates new ideas or better ways	of doing things		
Со	mments:			
SAFETY	•			
-	llows safety guidelines		Works safely v	with others
	mments:	<del></del>	•	

COMMUNICATION		
Uses clear written language	<u>.</u>	Uses clear spoken language
Shows respect and acceptance of others		Discusses negative/positive events with supervisor
Uses established channels		Is appropriately tactful
Comments:	<del></del>	
COOPERATIVENESS		
Shows willingness to work with supervisor		Shows willingness to work with school family
Comments:		
NARRATIVE		
Comment on employees Strengths:		
Make suggestions on areas for Improvement:		
Employees comments:		
Supervisor's Signature:		Date:
Administrator's Signature:		Date:
Employee's Signature:		Date:
Employee's signature indicates that he or she has rece respond, in writing, to the supervisor's ratings and co this evaluation.		

SSCS Non Teachers Agreement

Personnel file

cc:

ADDENDA #1

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# SHARON SPRINGS CENTRAL SCHOOL SSCSD NON-TEACHERS ORGANIZATION

# EMPLOYEE ABSENTEE FORM

Please print:			
NAME			
POSITION TITLE			·
SUPERVISOR			<del></del>
DATE(S) OF ABSENCE			
REASON FOR ABSENCE_			
)ATE OF RETURN	<del></del>		
<u>NOTE:</u> If abse		ree (3) consecutive day e must attach a Physicia	
	ATTACHMENT:	YES	NO
MPLOYEE SIGNATURE_	:		DATE
ORWARD TO DISTRICT	OFFICE: ATTENTIO	N – SUPERINTENDEN	<b>T</b> the second second
ate received in District Offic	ce	by	

# SHARON SPRINGS CENTRAL SCHOOL P.O. BOX 218 SHARON SPRINGS, NY 13459 518 284-2267

# SCHOOL PERSONNEL CLAIM FORM

	Date						
	ity Number						
ddress							
ATE	DESCRIPTION OF EXPENDITURE	UNIT EXPENDITURE	TOTAL AMOUNT	CODE			
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ADDENDA #4

# **DURATION OF AGREEMENT**

This Agreement shall be effective as of July 1, 2006 and shall continue in effect until June 30, 2009 or replaced by a successor agreement, but in no way shall the duration be for less than three years.

This Agreement is made and entered into on the 28th day of August, 2006 at a regular meeting of the Sharon Springs Central School Board of Education.

AYES	<b>NAYS</b>
3	0

This agreement is made and entered into on the 6<sup>th</sup> day of September at a meeting of the Sharon Springs Non-Teachers' Organization.

<u>AYES</u>	<u>NAYS</u>	<u>ABSTAIN</u>
15	1	2

Members Absent: 6

FOR THE ORGANIZATION:

Willa Rood

President of Sharon Springs NTO

FOR THE SCHOOL DISTRICT:

By: Patterson Green

Acting Superintendent of Schools

y: \_\_\_\_\_

Anthony DiPace District Clerk