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Contract Database Metadata Elements

Title: **Saranac Central School District and Saranac Central School District Educational Support Staff Supervisory Unit (2005)**

Employer Name: **Saranac Central School District**

Union: **Saranac Central School District Educational Support Staff Supervisory Unit**

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BCF/6114

AGREEMENT
BETWEEN
THE
SARANAC CENTRAL SCHOOL DISTRICT
EDUCATIONAL SUPPORT STAFF SUPERVISORY UNIT

&

THE
BOARD OF EDUCATION
SARANAC CENTRAL SCHOOL DISTRICT

RECEIVED

DEC 05 2005

NYS PUBLIC EMPLOYMENT
RELATIONS BOARD

(JULY 1, 2005 through JUNE 30, 2009)

PREAMBLE

It shall be the public policy of the Saranac School Unit and the purpose of this Agreement to promote harmonious and cooperative relationships between the Saranac School and its employees, and to protect the public by assuring, at all times, the orderly and uninterrupted operations and functions of government. This agreement is made between the Saranac Central School District, therein after referred to as the "District" and the Saranac Central School Unit, namely the Saranac Central Educational Support Staff Supervisory Unit, therein after referred to as the "Supervisory Unit".

ARTICLE I

Recognition

Section 1. The District agrees that the Supervisory Unit shall be the sole and exclusive representative for all employees described in Article II for the purpose of collective bargaining and grievances.

Section 2. Pursuant to Section 208 of the Civil Service Law, the Supervisory Unit shall have unchallenged representation status for the maximum period permitted by law on the date of the execution of this Agreement.

Section 3. The Supervisory Unit affirms that it does not assert the right to strike against the District, to assist or participate in any such strike, or to impose an obligation upon its members to conduct, assist or participate in such a strike.

ARTICLE II

Collective Bargaining Unit

The Supervisory Unit shall consist of the Superintendent of Buildings and Grounds, Transportation Supervisor, and Food Services Manager. All other titles are excluded.

ARTICLE III

Compensation & Salary Schedules

Section 1. Salary – Each employee in the bargaining unit shall receive the salary as indicated below for each year of the agreement:

<u>School Year:</u>	<u>Superintendent of Buildings & Grounds:</u>	<u>Transportation Supervisor:</u>	<u>Food Service Manager:</u>
2005-06	\$43,500	\$45,165	\$40,000
2006-07	\$44,805	\$46,520	\$41,200
2007-08	\$46,150	\$47,916	\$42,436
2008-09	\$47,535	\$49,353	\$43,709

Section 2. Degree Programs – Upon attainment of a Masters Degree, a unit member shall receive a \$400 annual stipend in addition to their base salary.

Section 3. Only those employees who have been employed six or more months during the first year of employment between July 1 and June 30 shall be credited with one full year of service.

Section 4. Longevity Schedule – During each of the years of service indicated in the chart below, the unit member shall receive the corresponding annual stipend in addition to their base salary:

<u>Year of Service:</u>	<u>Longevity Stipend:</u>
6 through 10	\$250
11 through 15	\$500
16 through 20	\$750
21 through 25	\$1,000
26 through 30	\$1,250
30 until retirement	\$1,500

ARTICLE IV

Work Day, Work Week

Section 1. Generally, the constraints outlined below shall be considered the normal working hours. However, as managerial employees, it is understood that the actual work day may vary in length and/or composition depending on day to day requirements of the job.

For each unit member, the normal work week shall be eight (8) hours per day for five (5) consecutive days, Monday through Friday, with two (2) consecutive days off.

- A) The normal work day for the Transportation Supervisor when school is in session shall be from 6:00 a.m. to 3:00 p.m. with one hour off for lunch, and from 7:00 a.m. to 3:00 p.m. at all other times.
- B) The normal work day for the Superintendent of Buildings & Grounds when school is in session shall be from 7:00 a.m. to 4:00 p.m. with one hour off for lunch and from 7:00 a.m. to 3:00 p.m. at all other times.
- C) The normal work day for the Food Service Manager when school is in session shall be from 7:30 a.m. to 4:00 p.m. with one-half hour off for lunch and from 7:30 a.m. to 3:00 p.m. at all other times.

Section 2. The Food Service Manager shall work the following schedule:

July and August.....Fifteen (15) days (not holidays or weekends - to be coordinated with the Food Service Manager's immediate supervisor)
Sept. 1 to Open of School.....All days (not holidays or weekends)
Open of School to Close of School.....School Calendar
Close of School to June 30.....All days (not holidays or weekends)

ARTICLE V

Retirement

Section 1. Retirement Plans. The District shall continue with the 75-i noncontributory plan for all eligible employees in the bargaining unit. Employees will also have the benefit of Section 41-j of the retirement law.

Section 2. Retirement Incentive. Upon retirement, and subject to the stipulations and limitations of this Article, a unit member shall be paid a benefit equal to the product of ~~\$32.65~~ \$36.50 multiplied by the number of accumulated unused sick leave days, up to a maximum of 245 days.

Section 3. To be eligible for this increment upon retirement, a member must meet the following criteria and stipulations:

- a) The person must have completed at least 10 years of full time service in the District by the time the person retires.
- b) No benefit will be paid unless the person has at least reached his/her 55th birthday on the effective date of retirement.
- c) The person must have an eligible retirement from New York State Employees Retirement System.
- d) The person must provide notice to the District at least one year prior to the effective date of retirement.
- e) The retirement benefit will be paid during the 26 pay periods in the last full year of service in the District.
- f) If circumstances prevent retirement at scheduled time, employee will not be forced into retirement. Payment of bonus will only be made once.

ARTICLE VI

Insurances

Section 1. Health Insurance.

A) **Active Employees.** ~~Supervisory Unit members will pay a health premium co-pay at the following rates: one percent (1%) of salary for individual plan, or three percent (3%) of salary for a family plan as the case may be, subject to a maximum contribution of fifteen percent (15%) of premium, effective July 1, 1996.~~ **The District shall provide health insurance for the active employees and their dependents, and shall pay 85% of the cost of the premium and the employee shall pay 15%.** This contribution may increase to the original twenty percent (20%) of premium in the event that another bargaining unit in the District reaches this percentage and the Board of Education deems this change necessary.

B) Retired Employees.

- 1) For employees hired on or before 12/31/93, who have:

- a. Less than ten (10) years of continuous service at the time of retirement, the employee may opt to continue his/her existing coverage at his/her own cost.
- b. More than or equal to ten (10) continuous years and less than fifteen (15) years of continuous service at the time of retirement, the District will contribute 50% of the cost of his/her existing coverage at the time of retirement.
- c. More than or equal to fifteen (15) years of continuous service at the time of retirement, the District will contribute 100% of the cost of his/her existing coverage at the time of retirement.

2) Employees hired on or after 1/1/94 who have:

- a. Less than ten (10) years of continuous service at the time of retirement, the employee may opt to continue his/her existing coverage at his/her own cost.
- b. More than or equal to ten (10) continuous years and less than fifteen (15) years of continuous service at the time of retirement, the District will contribute 50% of the cost of his/her existing coverage at the time of retirement.
- c. More than or equal to fifteen (15) years of continuous service at the time of retirement, the employee will make a percentage co-payment of the Health Insurance premium equal to the co-payment percentage made at the time of retirement. During retirement, in the event that a family plan is converted to two individual plans due to Medicare eligibility, retirees will make a co-payment of the same percentage as above on both individual plans.

C) The spouse of a deceased retired employee may opt to have individual/family coverage at his/her own cost.

D) In the event that the C-E-W-W Consortium mandates any change(s) in coverage; benefit level; or mandates any other modification(s) to the health insurance coverage, the change(s) shall go into effect on the July 1st immediately following the implementation of each respective modification(s). This includes enhancements and reductions to benefit/coverage level(s) of said policies.

Section 2. Life Insurance. The District will pay 100% of the premium for the mandated life insurance coverage for active employees.

Section 3. Waiver Incentive Payment for Health Insurance.

- A) Any active or retired employees who are covered by another plan or whose spouse has insured coverage, the District will offer a single incentive payment of \$500 to waive insurance coverage provided by the District. Payment will be made in the first pay period in the month following the last premium paid.
- B) Any employee hired after July 1, 1983, who is covered by another health care plan offered by another employer, or whose spouse has insurance coverage, the District will offer the

employee a choice of a single incentive payment of \$500 to waive health insurance coverage offered by the District or will be offered individual coverage at the premium co-pay rates listed in Section 1 of this Article. Payment, if applicable, will be paid to the employee commensurate with the time he/she would be entitled to the benefit.

- C) The incentive payments, in Subsections A and B above, will be applicable, provided that the employee signs a waiver, with conditions of reinstatement, indicating that until such time that conditions change, wherein, the employee's spouse is no longer eligible to be covered under another health insurance plan, the employee receiving the incentive will not participate in the District's plan. In the event that an employee, who opts for the incentive payment, works less than one year, the employee will reimburse the District the prorated cost of the incentive payment. If the employee under Subsection B wishes to increase the coverage from individual coverage to family coverage, the employee would contribute the difference between the plans.
- D) When both spouses are employed by the District, then one of the following will apply:
- 1) If one has family coverage and the other is listed as a dependent and the employee is eligible under Subsection A or B above, then only one incentive payment will be made and both will sign the waiver.
 - 2) If both have single coverage and the employee is eligible under Subsection A or B above, then only one incentive payment will be made and both will sign the waiver.

Section 4. Vision Care. For active employees who qualify, the District will pay 100% of the cost of the premium for participation in the CSEA composite Vision Care Plan until such time that the benefit is no longer provided for in the CSEA contract or at the expiration of this agreement, whichever event occurs first.

Section 5. Death Benefit. In the event of a unit member's death during active employment, the District shall pay a death benefit equal to the product of ~~\$32.65~~ **\$36.50** multiplied by the number of accumulated unused sick leave days, up to a maximum of 245.

ARTICLE VII

Holidays

Section 1. All 12 month employees shall receive twelve (12) paid holidays as follows:

Independence Day	Thanksgiving Day
Labor Day	Day after Thanksgiving Day
Columbus Day	President's Day (if school is not in session)
Veteran's Day	Martin Luther King Day
Christmas Day	One of either the Day before Christmas, the Day
New Year's Day	before New Year's Day, or Good Friday.
Memorial Day	

Section 2. If a holiday falls on a Saturday or a Sunday, the Friday before or the Monday after the holiday shall be observed as the legal holiday, if school is not in session.

Section 3. In the event that school is in session on President's Day and the Supervisors are required to work on said day, then another day of holiday shall be mutually agreed upon.

ARTICLE VIII

Vacation

Section 1. The vacation schedule for 12 month employees in the Maintenance and Transportation Departments shall be as follows:

1 year of service 12 days	7 years of service 18 days
2 years of service 13 days	8 years of service 19 days
3 years of service 14 days	9 years of service 20 days
4 years of service 15 days	10 years of service 21 days
5 years of service 16 days	11 years of service 22 days
6 years of service 17 days	

Year of Service:

1st
2nd
3rd through 5th
6th through 7th
8th
9th
10th
11th and beyond

Vacation Days:

5 days
10 days
15 days
16 days
17 days
18 days
19 days
20 days

Section 2. Sick time, personal leave time, and holidays shall not be considered vacation time.

Section 3. Supervisory Unit members shall be allowed to convert to cash a maximum of two (2) unused vacation days during each school year at a per day rate of 1/240^h of the individual member's current salary for the year in which the election is made.

ARTICLE IX

Other Leave Policies

Section 1. Sick leave - policy for all employees in the bargaining unit shall be one and one-half (1 ½) sick days per month accumulative to 245.

Section 2. Personal Leave

- a) A twenty-four (24) hour notice, to the Superintendent of Schools or his designee, shall be given with reason for said leave not to be indicated.
- b) A request for personal leave, which is not given within the twenty-four (24) hours shall be accompanied by the reason for such leave.
- c) Personal leave shall be granted to all unit members in the amount of four (4) days per year, non-cumulative.

Section 3. Personal Injury. Whenever a regularly employed employee is absent from his employment and unable to perform his/her duties as a result of a personal injury caused by an accident or an assault occurring in the course of his/her employment, and the employee has not been personally negligent with reference to the incident, he/she will be paid his/her full salary during his/her absence from his/her employment up to a period of one (1) year. The amount of weekly Workmen's Compensation award made for his/her temporary disability due to said injury, will be paid to the District in full by the employee, and no part of such absence will be charged to his/her annual or accumulated sick leave. Both the District and the Unit agree to take appropriate action against any employee who violates the intent and statement of this provision and the benefits it provides.

Section 4. Parental Leave. An employee desiring Parental Leave shall notify his/her supervisor as soon as possible. Normal length of such leave shall not be more than one (1) year. However, employees may apply to the District for extension of their leave. The employee shall be placed on the same pay classification that they were on at the time of leave and at the same position. Employees who choose to pursue adoption shall also have the option of parental leave. In the case of miscarriage, the employee may return to work earlier than the end of the parental leave upon the submission of a physician's certificate attesting to said employee's fitness for duty and approval of the Superintendent of Schools or his designee.

Section 5. Family Leave. Five (5) days shall be granted for sickness or death in the immediate family (husband, wife, children, parents), or death of a sibling (or sibling-in-law), parent-in-law, aunt, uncle, grandparent, grandchildren, niece, or nephew. Said days are non-cumulative.

If it should be necessary to use more than five days for sickness or death in the family, the extension of such days shall be at the discretion of the Board of Education. Upon returning to work while off on family days, each employee shall sign a statement as to the days off and the member of the family who was ill or deceased.

Section 6. Leave of Absence. An employee shall be granted a leave of absence for the remainder of the school year when circumstances beyond his/her control preclude the carrying out of the regular assigned duties. Upon returning to work within the prescribed time, the employee will be fully reinstated with all past benefits restored.

Section 7. All persons in the Supervisory Unit will notify the Superintendent of Schools or designee no later than 8:00 a.m., if they are to be off work for the day, giving reasons.

ARTICLE X

Working Conditions

Section 1. The District agrees to give a summary of accumulated leave credits at the beginning of the school year.

Section 2. Duties required of the classifications in the Bargaining Unit shall be kept on file in the District Office and made available to employees.

Section 3. The District shall notify the Supervisory Unit at least seven (7) days in advance of any change in working conditions or working methods, except where such change is required because of an emergency or major disaster over which the District has no control.

Section 4. The District shall provide Board Policies applicable to the Supervisory Unit members and post such policies in an area readily accessible to those employees.

Section 5. The District agrees to furnish a copy of this agreement to all employees in the Bargaining Unit.

Section 6. Board policies as to duties, responsibilities, authority, proper channels and chains of command shall be in writing and posted. Authority shall be in direct relation to responsibilities.

ARTICLE XI

Seniority

Section 1. Seniority for all full time employees in the bargaining unit shall commence on the date of hiring by the District. The application of this section shall be governed by Civil Service Rules and Regulations, which includes extending these benefits to all employees in the bargaining unit.

Section 2. As vacancies occur or new positions are created within a department and the District deems it necessary to fill such a vacancy, a notice will be posted that the vacancy exists and this notice will be accompanied by a complete salary schedule. Employees within the department in which the vacancy occurs shall be given first consideration when filling such vacancy. If the vacancy is not filled from within the department, employees in other departments shall be given the opportunity to apply for the position in compliance with Civil Service regulations.

Section 3. Seniority shall be the deciding factor, all other conditions being equal, in determining promotional opportunities.

Section 4. Employees who are terminated in connection with a staff reduction or abolition of one or more positions will be given a preference for placement to fill positions within the District which are vacant or may be vacant and for which they are qualified according to Civil Service regulations.

Section 5. Seniority rights of Supervisory Unit members shall be transferable from one department to another. An employee who transfers from one department to another pursuant to Section 4 herein or

otherwise, shall have seniority rights within the department or job classification dating from his transfer to that department or job classification.

ARTICLE XII

Savings Clause

- A) If any article or part thereof of this agreement, or any addition thereto, should be decided as in violation of any federal, state, or local law; or if adherence to or enforcement of any article or part thereof should be restrained by a court of law, the remaining articles of the agreement or any addition thereto shall not be affected.
- B) If a determination or decision is made as per (A) of this Article, the original parties to this agreement shall convene immediately for purposes of negotiating a satisfactory replacement for article or part thereof.

ARTICLE XIII

Employee Rights

Section 1. Right of the Supervisory Unit. The Supervisory Unit shall have the sole and exclusive right with respect to other employee organizations to represent all employees in the heretofore defined negotiating unit in any and all proceedings under the Public Employees Fair Employment Act; under any other applicable law, rule, regulation or statute, under the terms and conditions of this agreement; to designate its own representatives, and to appear before any appropriate official of the District to effect such representation; to direct, manage, and govern its own affairs; to determine those matters which the membership wishes to negotiate and to pursue all such objectives free from any interference, restraint, coercion, or discrimination by the District or any of its agents.

Section 2. Rights of Employees

- A) Any employee covered by the provisions of this agreement shall be free to join or refrain from joining the Supervisory Unit without fear of coercion, reprisal or penalty from the Supervisory Unit or the District.
- B) Employees may join and take an active part in the activities of the Supervisory Unit without fear of any kind of reprisals from the District or its agents.
- C) An employee may bring matters of personal concern to the attention of the appropriate District's representatives, and officials, in accordance with applicable laws and rules, and may choose his/her own representative or appear alone in a grievance or appeal proceeding with the exception that the Supervisory Unit must be permitted entrance to all such proceedings and must be informed immediately of any decisions surrounding the case.

Section 3. Use of Equipment and Facilities

- a) The Supervisory Unit shall be provided with adequate bulletin board space to post notices, announcements, and other materials the unit deems necessary.
- b) The Supervisory Unit shall be permitted the use of school buildings providing the appropriate building principal is given proper notice.
- c) The Supervisory Unit shall be permitted the use of school equipment providing that the Supervisory Unit supplies its own paper and masters or reimburses the District for supplies used.

ARTICLE VIV

Grievance Procedure

Submission of Grievances: A grievance is any alleged violation of this agreement or any dispute of this agreement or any dispute with respect to its meaning or application, or violation of the terms and conditions of employment.

An employee is any person in the unit covered by this agreement.

An aggrieved party is the employee or group of employees who submits a grievance or on whose behalf it is submitted. The association and (when) it submits a grievance, the Board of Education.

Before submission of a written grievance, the aggrieved party must attempt to resolve it informally.

Each grievance shall be submitted in writing on a form approved by the Board and the Association and shall identify the aggrieved party, the provision of this agreement involved in the grievance, the time when and the place where the alleged events or conditions constituting the grievance existed, and, if known, the identity of the person responsible for causing such events or conditions and general statement of the grievance and redress sought by the aggrieved party.

A grievance shall be deemed waived unless it is submitted within thirty (30) days after the aggrieved party knew or should have known of the events or conditions on which it is based.

An employee or group of employees may submit grievances, which affect them personally and shall submit such grievances to the Association. The Association may submit any grievance to the Chief School Administrator.

The Chief School Administrator or his designated representative shall, upon request, confer with the aggrieved parties with respect to the grievance and shall deliver to the aggrieved parties a written statement of his position with respect to it no later than two weeks after it is received by him.

In the event the Association or the Board of Education is not satisfied with the statement of the other with respect to a grievance, it may within thirty (30) days after receiving the statement, refer the grievance to arbitration by requesting that the N.Y.S. and/or P.E.R.B. arbitration propose the names of

seven (7) arbitrators. A copy of such request shall be forwarded to the Chief School Administrator or the President of the Association.

Arbitrator: Upon the receipt of the names of the proposed arbitrators, a designee of the Chief School Officer and of the Association shall strike names from the list until one ultimately is designated as the arbitrator.

The arbitrator's decision will be in writing and will set forth his findings, reasoning, and conclusions on the issues submitted. The arbitrator will be without power or authority to make any decisions, which require the commission of an act prohibited by law or which is in violation of the terms of this current contract. The arbitrator shall have no power to alter, add to or detract from the provisions of this current contract.

The decision of the arbitrator shall be binding to both parties.

The cost for the services of the arbitrator will be borne equally by the School Board and the Association.

ARTICLE XV

Violations of Contract

Employees in the Supervisory Unit who have employees under their jurisdiction shall report to the Superintendent, in writing, any violation noted of the contract between the Civil Service Employees Association and the Board of Education.

ARTICLE XVI

MANDATORY LEGISLATIVE CLAUSE

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

ARTICLE XVII

This agreement shall become effective on July 1, 2005 and shall terminate at the close of business on June 30, 2009.

ARTICLE VXIII

We agree to a system of annual evaluation in a manner to be mutually agreed upon.

FOR THE DISTRICT:

Winston Kacy
President, Board of Education

Metal Deery
Superintendent of Schools

6-7-05
Date

FOR THE ASSOCIATION:

J. W. H. H. H.
Superintendent of Buildings & Grounds

Ronald A. Packwood
Transportation Supervisor

Kathleen G. Supraw
Food Service Manager