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**Contract Database Metadata Elements**

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2006-2011

AGREEMENT

between

CLIFTON-FINE CENTRAL SCHOOL DISTRICT

and

CLIFTON-FINE SUPPORTIVE ASSOCIATION

STAR LAKE, NEW YORK 13690

## TABLE OF CONTENTS

ARTICLE		PAGE
	PURPOSE AND INTENT .....	1
I	RECOGNITION .....	1
II	SALARIES .....	1
III	WORK WEEK.....	2
IV	LEAVES	
	- COURT .....	3
	- MILITARY .....	3
	- COMPENSABLE INJURY .....	3
	- PARENTAL.....	3
	- FAMILY AND MEDICAL LEAVE .....	3
	- SICK .....	3
	- SICK LEAVE POOL.....	4
	- BEREAVEMENT.....	4
	- PERSONAL LEAVE.....	4
V	HOLIDAYS .....	5
VI	VACATION.....	6
VII	INSURANCE, HEALTH AND SAFETY .....	7
VIII	IN-SERVICE EDUCATION .....	8
IX	RETIREMENT .....	8
X	LAY OFF AND RECALL.....	9
XI	SENIORITY .....	9
	- LOSS OF SENIORITY.....	9
	- LONGEVITY .....	9
XII	RETIREMENT COMPENSATION.....	10
XIII	GRIEVANCE PROCEDURE.....	11
XIV	UNION LEAVE.....	13
XV	PAYROLL DEDUCTIONS.....	13
XVI	PERSONNEL RECORDS .....	14
XVII	DISCIPLINE.....	14

TABLE OF CONTENTS (Continued)

XVIII	MISCELLANEOUS .....	15
XIX	FINANCIAL SETTLEMENT .....	15
XX	LABOR MANAGEMENT COMMITTEE .....	16
XXI	EFFECTIVE DATE.....	16
XXII	RESPONSIBILITIES OF PARTIES .....	16
APPENDIX A	CAFETERIA PERSONNEL .....	17
APPENDIX B	CUSTODIAL PERSONNEL.....	18
APPENDIX C	TRANSPORTATION PERSONNEL.....	21
APPENDIX D	CLERICAL STAFF .....	25
APPENDIX E	TEACHING ASSISTANTS .....	26
APPENDIX F	TEACHER AIDES .....	27
APPENDIX G	SENIORITY LIST .....	28
APPENDIX H	INSURANCE RIDERS .....	29

## PURPOSE AND INTENT

The Clifton-Fine Central School District and the Clifton-Fine Supportive Association have designed this contract to assure each of our students a clean, comfortable, safe and well-maintained school system.

## ARTICLE 1 - RECOGNITION

The Board of Education recognizes the Supportive Association as the exclusive bargaining agent for employees assigned to the following departments:

1. Cafeteria	APPENDIX A
2. Maintenance/Custodians/Sweeper Cleaners	APPENDIX B
3. Garage Personnel/Bus Drivers/Bus Monitors	APPENDIX C
4. Clerical	APPENDIX D
5. Teaching Assistants	APPENDIX E
6. Teacher Aides	APPENDIX F

## ARTICLE II - SALARIES

The salary schedules shall be set forth in Appendices A, B, C, D, E, and F, of this contract for each department.

On salary schedules with steps, employees will move up at least one step per year for the first four steps, and be paid on the anniversary date of the employee. Movement beyond step four shall be on the basis of satisfactory evaluations and recommendations by the appropriate supervisor, and will be paid on the effective date of the contract. This does not prevent the District from providing evaluations and steps before an anniversary date.

Longevity increments for unit members will be paid on the anniversary date of hire. Longevity increments will be paid after the completion of five (5) years of service in the District and each five (5) years completed thereafter.

Anniversary date shall be defined as follows:

1. The anniversary date for all full-time employees hired prior to July 1, 1988 shall be as per Appendix G.
2. The anniversary date for all full-time employees hired on or after July 1, 1988 shall be the first day of work according to payroll records to fill an unencumbered position.

### ARTICLE III – WORK WEEK

1. Full-time secretaries will work a forty (40) hour week, which shall include a thirty (30) minute lunch break and two additional 15 minute breaks each day. These break times may be redistributed in 15 minute increments, upon the approval of the supervising administrator.
2. Cafeteria personnel will work in accordance with a schedule which shall provide for both full (7 ½ hours) and part (less than 7 ½ hours) time duty assignments. Seniority shall be utilized in determining full-time assignments. The number of full-time positions shall be determined by the requirements to be met in providing for an orderly and efficient operation of the cafeteria. The provision for part-time work will be subject to the provisions of Article X – Lay Off and Recall. Also, see Article VII and Appendix A.
3. The Maintenance, Custodians, Sweeper Cleaners, Bus Drivers, Bus Monitors, and Garage Personnel will work as their schedules indicate.
4. All hours worked in excess of forty (40) hours in any week by any employee shall be computed at the rate of time and one-half the regular hourly pay. Any overtime hours worked will require the prior approval of the supervising administrator. (Should emergencies or other extenuating circumstances warrant the use of overtime that has not been pre-approved, any such overtime, and the justification therefore, will be reported to the supervising administrator the following workday.) Upon approval by the appropriate supervisor, the employee may, at his/her option, elect to receive compensatory time off in lieu of overtime pay. Compensatory time shall be at the rate of time and one-half.
5. The fact that an employee is taking a sick or personal day shall not disqualify said employee from an additional work opportunity during that work week.
6. Teaching Assistants and Teacher Aides will work under their present work schedule, which will include a thirty (30) minute lunch break and forty (40) minutes of preparation time. However, Assistants and Aides may be assigned to work prior to 8:00 a.m. and after 3:30 p.m. (not earlier than 7:00 a.m. or later than 5:00 p.m.); any such extended day assignments shall be paid at the extended day hourly rate.
7. The orderly operation of the school plant requires at least one (1) custodian maintenance person for each shift. All custodian and custodian maintenance personnel will be assigned to shifts on a rotating basis.
8. The work week for determination of pay and overtime shall be defined as Monday through Sunday of each week.

## ARTICLE IV - LEAVES

### Court

Employees who are subpoenaed as jury members, witnesses or principals in a court of law shall be granted leave.

Pay when called for jury duty shall be regular pay. A unit member who is subpoenaed or appears as a witness before court of law, or administrative agency, in a matter involving the school district, or directly related to the unit member's role as an employee of the District, shall receive his or her regular pay. In those instances where an employee is a principal in a case, the District shall not be liable for any payment of salary other than for utilized leave or vacation.

### Military

Employees who are inducted under selective service shall receive the rights and privileges afforded them under the statutes in effect at the time of their entrance into military service.

### Compensable Injury

In the event that an employee is injured while on duty and becomes eligible for Worker's Compensation, the school district will pay each employee full salary and any workers' compensation benefits will be turned over to the District for up to one year in accordance with New York State Civil Service Law. For a period two months, no days shall be deducted from the employee's accumulated sick leave. Upon expiration of this period, the employee may elect to apply his/her accumulated sick leave to provide the difference between his/her regular salary and compensation benefits until the sick leave benefits are exhausted.

### Parental

An employee who is pregnant may continue working so long as she is able to perform her duties satisfactorily. Upon request a unit member may be granted a child-rearing leave for up to two (2) years for the birth or adoption of a child. Such leave shall be without pay or benefits except as required by law.

### Family and Medical Leave

The District and the Association shall comply with the Family and Medical Leave Act of 1993.

### Sick

1. Sick leave at full pay shall be allowed each full-time employee for each school year at the following rate: ten month employee – ten (10) days; twelve month employee – twelve (12) days. Any unused balance will be cumulative to one hundred ninety (190) days for ten-month employees and to two hundred ten (210) days for twelve-month employees. The employee shall receive each year, at the end of August and at the end of February,

statements indicating the amount of accumulated sick leave which he/she has credited to his/her account.

2. The allocation, accumulation, and usage of sick days shall be based on the specific departments in which the employee is currently working. Interpretation: If a unit member works in more than one department, sick day records would be kept as if they were two separate employees.
3. Non-instructional employees may, for reasons of illness within their immediate family, request that up to five (5) days be deducted from their sick leave credits. In the case of serious family illness, additional days may be granted at the discretion of the Superintendent of Schools. These extra days will also be deducted from accumulated sick leave.
4. A doctor's certificate may be required by the district in order to verify personal illness.
5. In the event an employee has been subject to hardship as a result of illness, accident, etc., the use of a sick leave pool will be available.

#### Sick Leave Pool

Sick Leave Pool shall be available to unit members. This pool will be administered by the Association and procedures shall be developed by a committee of the Association and submitted to the Superintendent. When the balance in the pool falls below ninety (90) days, each member of the pool will have one day of sick leave transferred from his/her sick leave balance to the pool. Should this occur during the 2004-05 fiscal year, the District will add one-half (1/2) day for each full day contributed by the members at that time. An accounting record of the sick leave pool will be placed in an electronic file to be shared between administrative and unit representatives.

#### Bereavement

All employees shall be entitled to up to five (5) days of absence from work with pay, not chargeable to sick leave, for a death in the family, i.e. parents, grandparents, spouse's grandparents, children, spouse, domestic partner, grandchildren, brother, sister, mother-in-law, father-in-law, daughter-in-law, son-in-law, brother-in-law, sister-in-law, step-parents, step-brother or step-sister. The employee shall be entitled to such leave for each occurrence. Additional days may be granted at the discretion of the employer.

The Board may request the employee to submit proof of death for the purpose of payment under this provision.

#### Personal Leave

1. Each employee shall be entitled to three (3) days personal leave at full pay per school year. Requests for such absence shall be made to the appropriate supervisor in writing at least 24 hours in advance, although in case of emergency, the appropriate supervisor may waive such notice.



2. The number of employees permitted to be absent at any one time for personal leave shall be determined by the appropriate supervisor.
3. Personal leave shall not be used to extend vacations.
4. Unused personal leave shall be added to the individual's accumulated sick leave at the end of each year.

## ARTICLE V – HOLIDAYS

All twelve-month employees shall receive the following paid holidays:

1. New Year's Day
2. Washington's or Lincoln's Birthday (whichever the school observes)
3. Good Friday
4. Memorial Day
5. July 4
6. Labor Day
7. Veteran's Day
8. Thanksgiving Day
9. The day following Thanksgiving Day
10. Columbus Day
11. Christmas Day
12. One floating holiday mutually agreeable to the Superintendent and the Association consistent with the needs of the district.

When a paid holiday such as Christmas, July 4, or Veteran's Day occurs on a Saturday, Friday will be the designated paid holiday. When the paid holiday occurs on a Sunday, Monday will be the designated paid holiday.

In the event a holiday occurs during a scheduled vacation period, an additional day will be granted and can be added to the vacation period at the option of the individual if so stated in advance of the vacation.

All paid holidays will be regular work days in determining the forty (40) hour work week.

In the event a holiday coincides with a full-time employee's regularly scheduled day off, another day off will be granted.

Holiday pay will be for the regularly scheduled number of hours the employee works per day.

### 180 Day Guarantee:

1. If available for work, all ten (10) month employees will be guaranteed a minimum of 180 days work with pay.

2. If such employees work over the 180 days, they shall be paid for each day worked.
3. In the event there are fewer than 180 days and no regular work for bus drivers or cafeteria personnel, the District will provide work to make up at least 180 days or the employee may elect not to work and not be paid for those days. Work will be limited to respective departments, however, not restricted to exact daily routine.
4. In fulfilling the 180 day guarantee, drivers will be paid driving rate for the hours worked. Note: Drivers who have down-time as part of their regular day will work an equivalent amount of hours to equal their down-time pay.

In the event a special holiday is declared through specific declaration by the Board of Education, all unit members will be granted that time as a paid day off. Special holiday is defined as a day declared by resolution of the Board of Education as a commemorative event of national, state or local interest.

#### ARTICLE VI - VACATION

Vacation will be granted with full pay to employees who work on a fifty-two week basis. "Weeks of Vacation" means five (5) days. Vacation pay will be for the regularly scheduled number of hours the employee works per week.

The appropriate supervisor will have the right to allot vacation periods and to change such allotments to ensure the orderly operation of the school.

The amount of vacation each employee is to receive will be determined as indicated below:

<u>Years of Service</u>	<u>Weeks of Vacation</u>
1 but less than 2	1 week
2 but less than 7	2 weeks
7 but less than 12	3 weeks
12 but less than 17	4 weeks
17 but less than 22	5 weeks
22 Years of Service	1 week pay in lieu of 6 <sup>th</sup> week

1. a. An employee will be eligible for one week of vacation on the anniversary date of employment.
- b. An employee will be eligible for two weeks of vacation on July 1 following the second anniversary date.
- c. An employee will be eligible for succeeding year's vacation on July 1.
- d. Employees with four (4) or more weeks vacation may request one (1) week's pay in lieu of vacation. Employees who elect this option may not request deduct time except under extenuating circumstances approved by the appropriate supervisor.

- e. The sixth week vacation pay, after 22 years of service, shall be paid the first pay period in December.
- 2. Vacations are not to be carried over to the following year.
- 3. Unit members eligible for vacations who leave the employ of the District prior to July 1 shall have their earned vacation time prorated by using one-twelfth (1/12) of their eligible days for each full month worked after July 1 of the final year. The value of this proration shall be paid to the employees in the final check.

## ARTICLE VII – INSURANCE, HEALTH AND SAFETY

### 1. Insurance Program

- a. The District will provide the health insurance program as is provided under the St. Lawrence-Lewis Counties School District Employees Medical Plan. Riders 5 and 6 of the St. Lawrence-Lewis Counties School District Employees Medical Plan as approved by the Board of Directors on May 24, 2007 will become effective no earlier than October 1, 2007. No later than June 30, 2010, the Union and the District will re-evaluate the continuation of the escalator clause on Rider 5.
- b. For the purpose of providing health insurance, full-time employees are defined as those working twenty (20) hours per week in a permanent position. Those employees who are not eligible for health insurance and who work fifteen (15) hours per week or more, may choose to purchase individual or family coverage.
- c. Present non-instructional employees who are eligible for insurance shall have:
  - 1) The St. Lawrence-Lewis Counties School District Employees Medical Plan.
  - 2) Aetna Dental Insurance (Family Plan).
  - 3) Prudential employee Term Life Insurance - \$10,000 coverage.
  - 4) Prudential A.D. and D. Insurance - \$10,000 coverage.
- d. Eligible non-instructional employees retired prior to January 1975 will receive:
  - 1) St. Lawrence-Lewis Counties School District Employees Medical Plan.
- e. Eligible non-instructional employees retired after January 1975 will receive:
  - 1) St. Lawrence-Lewis Counties School District Employees Medical Plan.
  - 2) Aetna Dental Insurance.
- f. Eligible retirees will be defined as employees retiring from a permanent position with the district that qualified them for full insurance coverage. They must also have had a minimum of ten (10) years service with the District.
- g. Employees who exhaust all their sick leave benefits will have their health insurance benefits continued for a period of six months. Employees may continue the coverage after that time by paying the group rate to the district if acceptable to the company.



any of the provisions of the New York State Employees Retirement System, the New York State Teachers Retirement System, or Federal Social Security.

#### ARTICLE X – LAY OFF AND RECALL

When it becomes necessary to reduce the working force the last employee on the seniority list should be laid off first, and when the working force is increased again, the employee is to return to work in the reverse order in which he/she was laid off. Any layoff will be in compliance with applicable Civil Service or Education Law.

In the event of a recall, the laid-off employee shall be given notice of recall by telephone or registered mail, sent to the address last given the District. Within three (3) calendar days after tender of the delivery at such address of the employer's notice, an employee must notify the District by telephone or registered mail of his/her intent to return to work, and must actually report to work within seven (7) calendar days after date of tender of delivery of recall notice. It may be mutually agreed that the employee need not return to work within the seven (7) calendar day period. In the event the employee fails to comply with the above provisions, he/she shall lose all seniority rights under this policy and shall be considered as a voluntary resignation.

#### ARTICLE XI – SENIORITY

Seniority in the District will commence on the first day of full-time employment in the District and will include the probationary period.

All new employees, other than teaching assistants, shall be subject to a six-month probationary period. A new employee shall be placed on step one, provided the job title is subject to a step schedule. However, should an individual possess exceptional training and/or experience, the immediate supervisor, with the approval of the Superintendent of Schools, may start the employee at a salary higher than step one.

Whenever a unit member accepts a probationary appointment in a vacancy position, he/she shall retain full seniority rights in the old position for a period of fifteen (15) days. At the end of the fifteen day period, the unit member may elect to move back to the old position without prejudice.

##### Loss of Seniority

Seniority shall be broken only by:

1. Lawful discharge
2. Voluntary resignation

##### Longevity

Longevity will be determined by total length of service with the District and will be broken only by a lawful discharge or a voluntary resignation.

## ARTICLE XII – RETIREMENT COMPENSATION

Upon retirement, members of the Association shall receive \$12.50 for each day of unused sick leave payable through Employer Non-Elective Contribution to 403(b) as outlined below. In addition employees must provide sixty (60) calendar days prior notification and the retiree must meet the requirements of the New York State Employees Retirement System, New York State Teachers Retirement System or United States Social Security in order to collect a pension.

1. Employer Non-Elective Contribution to 403(b).
  - a. No cash option. No employee may receive cash in lieu of or as an alternative to any of the Employer's Non-Elective Contribution(s) described herein.
  - b. Contribution limitations. In any applicable year, the maximum Employer Contribution shall not cause an employee's 403(b) account to exceed the applicable contribution limit under Section 415(c)(1) of the Code, as adjusted for cost-of-living increases. For Employer Non-Elective Contributions made post-employment to former employees' 403(b) account, the Contribution Limit shall be based on the employee's compensation, as determined under Section 403(b) (3) of the Code and in any event, no Employer Non-Elective Contribution shall be made on behalf of such former employee after the fifth taxable year following the taxable year in which the employee terminated employment.

In the event that the calculation of the Employer Non-Elective Contribution referenced in any of the preceding paragraphs exceed the applicable contribution limits, the excess amount shall be handled by the employer as follows:

For all members, the Employer shall first make an Employer Non-Elective Contribution up to the Contribution Limit of the *Internal Revenue Code* and then pay any excess amount as compensation directly to the Employee. In no instance shall the Employee have any rights to, including the ability to receive, any excess amount as compensation unless and until the Contribution Limit of the *Internal Revenue Code* are fully met through payment of the Employer's Non-Elective Contribution. In no case shall the Employer Non-Elective Contribution exceed the Contribution Limit of the *Internal Revenue Code*.

- c. 403(b) Accounts. Employer Non-Elective Contributions shall be deposited into the NYSUT endorsed 403(b) provider, offered through ING Life and Annuity Company, in the name of the employee.
- d. Tier 1 Adjustments. For Tier 1 members with membership dates prior to June 17, 1971, Employer Non-Elective Contribution hereunder will be reported as non-regular compensation to the New York State Teachers' Retirement System or New York State Employees' Retirement System.
- e. This agreement shall be subject to the IRS regulations and rulings. Should any portion be declared contrary to law, then such portion shall not be deemed valid and subsisting, but all other portions shall continue in full force and effect. As to those

portions declared contrary to law, the Association and Employer shall promptly meet and alter those portions in order to provide the same or similar benefit(s) which conform, as close as possible, to the original intent of the parties.

- f. This agreement shall further be subject to the approval of the 403(b) Provider, which shall review the agreement solely as a matter of form and as the provider of investment products designed to meet the requirements of Section 403(b) of the *Internal Revenue Code*. Upon request, ING Life Insurance and Annuity Company (“ILIAC”) agrees to provide the Employer with ILIAC’s standard hold harmless agreement where the Employer has selected ILIAC as the provider of 403(b) accounts for receipt of Employer Non-Elective Contributions.
- g. Both the Employer and Employee are responsible for providing accurate information to the 403(b) Provider. This information includes both Elective and Employer Non-Elective Contributions and the amount of the participant’s Includible Compensation.
- h. Employer Non-Elective Contribution Equal to Termination Pay. The Employer agrees to make an Employer Non-Elective Contribution to the 403(b) account of each covered employee, who severs their employment with the Employer during the contract year and who is eligible to apply for and receive an Employer Non-Elective Contribution. The amount of the Employer Non-Elective Contribution shall equal the accumulated leave days benefit which is specified in this Article of the Collective Bargaining Agreement subject to the maximum contribution permitted under Section 415(c)(1) of the Internal Revenue Code of 1986, as amended, for the year in which the employee severs employment.

### ARTICLE XIII – GRIEVANCE PROCEDURE

Definition: A grievance is an alleged violation of the provisions of this Agreement.

The purpose of this grievance procedure is to resolve any matters pertaining to the administration of this contract in a harmonious fashion at the earliest practical moment. The procedure to be utilized, in the event a grievance is alleged to exist, is as follows:

- 1. STEP 1: Discussion between the grievant and his/her immediate supervisor. Every reasonable effort to adjust the grievance shall be made by the supervisor and the aggrieved party. The grievance shall be presented in writing not later than fifteen (15) working days after the date of the occurrence and the supervisor shall give his/her written reply to the grievance within three (3) working days following presentation of the written grievance.
  - a. Grievances which affect the entire bargaining unit or a specific group or groups of people may be submitted by the Association directly to the Superintendent.
- 2. STEP 2: Discussion between the grievant and the next in command, if appropriate, at which time the aggrieved party’s supervisor and any witnesses may be present. This

level will be skipped where there is no “next in command” between the immediate supervisor and the Superintendent. Request for Step 2 hearing shall be made by the grievant by submitting a written statement of the grievance to the next in command not later than ten (10) working days from the date of the Step 1 reply. The next in command shall schedule a hearing at a mutually acceptable time within ten (10) working days of the receipt of the written request for said hearing. Following the Step 2 hearing, the next in command shall have five (5) working days to reply in writing to the grievance.

3. STEP 3: Request for Step 3 hearing shall be made by the aggrieved party by submitting a written statement of the grievance to the Superintendent of Schools not later than ten (10) working days from the date of the Step 2 reply. The Superintendent of Schools shall schedule a hearing at a mutually acceptable time within ten (10) working days of receipt of the written request for said hearing, at which time the aggrieved party’s supervisor and any witnesses may be present. Following the Step 3 hearing, the Superintendent of Schools shall have five (5) working days to reply in writing to the grievance.
4. STEP 4: If the grievance remains unsettled, the grievant shall have ten (10) working days from the date of the Step 3 answer to appeal to the Board for a formal hearing. Such appeal shall be in writing and shall set forth the specific reason for requesting such hearing. The Board shall schedule the hearing for the earliest possible time, but in no case later than the next regularly scheduled Board meeting. The grievant will be present, also any witnesses related to the grievance. The Board will notify the grievant within three (3) working days after the hearing.
5. STEP 5: If the aggrieved part and/or Association are not satisfied with the decision at Step 4, and the Association determines that the grievance is meritorious and that appealing it is in the best interest of the school system, it may submit the grievance to arbitration by written notice to the Board of Education within ten (10) working days of the decision at Step 4.

Within ten (10) working days after such written notice of submission to arbitration, the Board of Education and the Association will agree upon a mutually acceptable arbitrator competent in the area of the grievance and will obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such commitment within the specified period, a request for a list of arbitrators will be made to the American Arbitration Association by either party. The parties will then be bound by the rules and procedures of the American Arbitration Association in the selection of an arbitrator.

The selected arbitrator will hear the matter promptly and will issue his/her decision not later than fourteen (14) working days from the date of the close of the hearing, or, if oral hearings have been waived, then from the date the final statements and proofs are submitted to him/her. The arbitrator’s decision will be in writing and will set forth his/her findings from fact, reasoning, and conclusion on the issues.

The arbitrator shall have no power or authority to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this agreement.

The decision of the arbitrator shall be final and binding upon all parties.



The cost for the services of the arbitrator, including expenses, if any, will be borne equally by the Board of Education and the Association.

In the event the appropriate administrator and/or immediate supervisor and/or next in command fails to respond within the prescribed time limits, the aggrieved party and/or the Association may, at their option, proceed to the next step in the grievance procedure. Failure of the aggrieved party to comply with the time limits prescribed shall result in a termination of the grievance process with the grievance being denied.

#### ARTICLE XIV – UNION LEAVE

It is hereby agreed by the parties hereto that elected union officials shall have the right to confer with their immediate supervisor or the Superintendent of Schools with regards to any union business during working hours, said conference shall be arranged so as not to interfere with the primary responsibilities of the employee involved.

#### ARTICLE XV – PAYROLL DEDUCTIONS

##### Agency Fee

Effective July 1, 1979, the Clifton-Fine Central School District shall deduct from the wage or salary of employees in the bargaining unit who are not members of the Clifton-Fine Supportive Association, the amount equivalent to the dues levied by the Association and shall transmit the sum so deducted to the Association in accordance with Chapter 677 and 678 of the Laws of 1977 of the State of New York.

The Association affirms that it has adopted such procedure for refund of agency shop deductions as required in Section 3 of Chapter 677 and 678 of the Laws of 1977 of the State of New York. This provision for agency shop fee deduction shall continue in effect so long as the Association maintains such procedure.

The agency shop fee deduction shall be made following the same procedures as are applicable for dues check off, except as otherwise mandated by law or this Article of the Agreement.

##### Direct Deposit

Direct deposit of the entire net paycheck or any portion thereof to any bank or credit union with Automatic Clearing House capabilities, will be available to unit members. October 1<sup>st</sup> of each year will be the deadline for a unit member to provide written indication of participation enrollment or withdrawal.

##### Benefit Trust

The District will deduct from the salaries of those unit members participating in the Benefit Trust an amount authorized by said unit member on Benefit Trust forms.

The deductions will commence on the second pay period of the school year and will continue for twenty (20) consecutive pay periods in a school year.

The authorization may be amended or withdrawn at the discretion of the unit member.

The monies deducted will be forwarded by the District to the NYSUT Benefit Trust as deducted.

### VOTE/COPE

The district shall deduct from the payroll checks of individual unit members monies for VOTE/COPE. Each member who voluntarily elects to have such deduction shall sign an appropriate authorization card in triplicate. Funds so collected shall be forwarded directly to VOTE/COPE by the District and shall be accompanied by information required by applicable state or federal laws.

## ARTICLE XVI – PERSONNEL RECORDS

1. There shall be one official file maintained in the District Office.
2. Unit members shall have the right to schedule an appointment to review their file and to make copies of material therein.
3. Unit members have the right to attach rebuttal comments to anything placed in the file within fifteen (15) working days of notification of its placement in the file.
4. An incident must be reduced to writing no later than ten (10) working days after the date of the occurrence or the date on which the administration could reasonably have been expected to have known of the occurrence, whichever is later. The ten (10) day period may be waived by mutual agreement in cases where an investigation may take longer than ten days.
5. Copies of all derogatory documents will be sent to the unit member involved within ten (10) working days of placement in the file.

## ARTICLE XVII – DISCIPLINE

1. No unit member shall be disciplined, be reduced in compensation, have negative materials placed in his/her personnel file or be dismissed, except for just cause.
2. Unit members, at their request, shall have the right to be accompanied by a representative of the Clifton-Fine Supportive Association at any official meeting with a member of the administration or the Board which involves disciplinary action. If, during the course of any meeting between the unit member and an administrator, matters of a disciplinary nature evolve, and the member deems it necessary to have an Association representative present, the member may request a postponement of further discussion until such representative is present. The representative will be an officer or other official

representative of the union whose role is as advocate. The confidential nature of such meetings is understood.

#### ARTICLE XVIII – MISCELLANEOUS

1. If job qualifications are changed to require the expenditure of time by the employee, such change shall be a condition that shall be subject to immediate negotiation. Every effort will be made to conclude such negotiation prior to the expenditure of time by the employee.
2. The Superintendent shall notify the President of the non-instructional unit of the existence of any non-instructional job opportunity in the Clifton-Fine School District. Such notice will be given at least seven (7) working days prior to the closing date for applications. Any interested unit member may apply for the position. Departmental and district seniority and qualifications will be considered in filling the position.
3. When the District directs an employee in advance to attend training or certification courses and/or approved courses related to employment, compensation will be at the employee's regular rate of pay for time involved while training and the District will reimburse the employee all reasonable related expenses to include, but not limited to, travel, food, lodging and tuition fees incurred in conjunction with the training. Travel and participation time will be prorated based on the employee's equivalent hourly pay rate.
4. Teaching Assistants will be reimbursed up to the State University tuition rate for courses necessary to maintain certification, and for courses necessary to move to a higher level of teaching assistant certification. Other unit members will be reimbursed for courses or training that is job related and pre-approved by the Superintendent of Schools. Such approval must be obtained at least thirty (30) days in advance.
5. Every effort shall be made to ensure that employees will have a thirty (30) minute lunch free of duty, assignment, or supervision.

#### ARTICLE XIX – FINANCIAL SETTLEMENT

All unit members in job titles for which no salary schedule exists, and all unit members who have reached the top step of a salary schedule as of June 30, 2003, will receive the following increases:

2006-07:	3.0%
2007-08:	3.0% until ratification 4.25% after ratification
2008-09:	4.0%
2009-10:	3.75%
2010-11:	3.75%



## APPENDIX A

### CAFETERIA

- A. All cafeteria employees shall be provided a uniform allowance of \$200 per year. Returning established workers shall be paid \$100 in September and \$100 in February. Entry level workers shall receive \$20 per month.
- B. Cafeteria employees will be given first preference on any cafeteria substitute work which entails more hours than those for which the employee is normally scheduled, based on seniority.
- C. A.M. Cafeteria employees are guaranteed one (1) hour pay if they are on site prior to school cancellation.
- D. Cafeteria Salary Schedule

New hire rate:	\$7.75
Longevity/Hour:	\$ .20
Temporary Manager/Hour:	\$1.45

Cafeteria employee wages will be increased by the same percentage as the final salary settlement in each year of the contract.

APPENDIX B

CUSTODIAL

- A. All custodial employees, including sweeper cleaners, shall be provided a uniform allowance of \$300 per year. Returning established workers shall be paid \$150 in September and \$150 in February. Entry level workers shall receive \$30 per month. Safety shoes and appropriate attire must be worn at all times.
- B. In any emergency situation, management reserves the right to call the person necessary to repair the emergency.
- C. Custodial employees called in to work for emergency situations shall be guaranteed four (4) hours pay at their established hourly rate.
- D. In the event of a temporary vacancy, the position will be filled by seniority according to job category, as follows:
  - a) custodial/maintenance
  - b) custodial
  - c) cleaner sweeper

The Superintendent of Buildings, Grounds and Transportation, or designee, will attempt to fill each temporary vacancy by offering the position in order of seniority and according to the above categories, prior to hiring a substitute from outside the unit.

- E. Occasionally the District may schedule a custodial shift from 11 p.m. to 7 a.m. on an as needed basis. Volunteers for this shift will be sought by the District on no less than 24 hour notice. The most senior of the qualified volunteers will be awarded the shift. If there are no volunteers, the least senior of the qualified members of the custodial department will be scheduled. Shift differential per hour for the 11 p.m. to 7 a.m. shift will be twenty cents (\$.20) more than the shift differential for the 3 p.m. to 11 p.m. shift.
- F. Custodial Work Schedule: (Present schedule described below)

MAINTENANCE WORKERS

#1 M-F 7:00 a.m. – 3:00 p.m. (Fall Spring)  
4:00 a.m. – 12:00 p.m. (Winter)

#2 M-F 3:00 p.m. – 11:00 p.m.

Alternate Weeks

CUSTODIANS

#1 M-F 7:00 a.m. – 3:00 p.m.

#2 M-F 3:00 p.m. – 11:00 p.m.

Alternate weeks 7-3 and 3-11

## SWEEPER CLEANERS

### School in Session:

#1 M-F 6:00 p.m. – 11:00 p.m.

#2 M-F 6:00 p.m. – 11:00 p.m.

### School Not in Session

#1 M-F 9:30 a.m. – 3:00 p.m.

#2 M-F 9:30 a.m. – 3:00 p.m.

- G. Seniority for Other Than Shift Vacancies – If there is a need for a worker or workers to be called in on Saturday, Sunday, Holiday, or Extra-curricular Activities, the worker will be called from the seniority list in Appendix G. Commencing with the most senior, each worker will be given an opportunity down through the most junior and each shall either refuse or work until the entire list is used up. At any time, if no one on the list volunteers, management reserves the right to select someone to work the extra duty starting with the least senior and working through the list. Such appointment shall be upon 48 hours notice. Again everyone will be selected once before anyone is selected twice. Custodian Maintenance employees may be assigned building checks of one (1) hour per day on weekends and/or holidays. Such assignment will be on a rotational basis.
- H. The custodial salary schedule provides for eight (8) steps. Employees will move up at least one step per year for the first four steps. Movement beyond step four shall be on the basis of satisfactory evaluations and recommendations by the appropriate supervisor. After step four, advancement on the schedule is not automatic or restricted in terms of length of service required between advancements.

Bargaining unit members who have reached the top step will be Off Schedule and will receive the same percentage increase as the final salary settlement in each year of the contract.

CUSTODIAL SALARY SCHEDULE

<b>Custodian Maintenance</b>	2006-07	2007-08		2008-09	2009-10	2010-11
		3.00%	4.25%			
<u>Step</u>						
1	10.87	10.87	10.87	10.87	10.87	10.87
2	11.70	11.70	11.70	11.70	11.70	11.70
3	12.54	12.54	12.54	12.54	12.54	12.54
4	13.37	13.37	13.37	13.37	13.37	13.37
5	14.20	14.20	14.20	14.20	14.20	14.20
6	15.04	15.04	15.04	15.04	15.04	15.04
7	15.87	15.87	15.87	15.87	15.87	15.87
8	17.97	17.97	17.97	17.97	17.97	17.97

**Custodian**

<u>Step</u>						
1	8.57	8.57	8.57	8.57	8.57	8.57
2	9.22	9.22	9.22	9.22	9.22	9.22
3	10.30	10.30	10.30	10.30	10.30	10.30
4	10.61	10.61	10.74	10.74	10.74	10.74
5	11.88	11.88	11.88	11.88	11.88	11.88
6	12.91	12.91	12.91	12.91	12.91	12.91
7	13.94	13.94	13.94	13.94	13.94	13.94
8	15.99	15.99	15.99	15.99	15.99	15.99

I. Custodian Maintenance and Custodian

Shift Differential/Hour	3-11 p.m. and 4-7 a.m.	\$ .40
Longevity/Hour	\$ .20	
Temp Supervisor/Hour	\$1.45	

J. Sweeper cleaner is recognized as a twelve (12) month position receiving the same benefits, including vacation and holidays, as full-time twelve month employees, on a pro-rata basis.

K. Maintenance worker to receive temporary supervisor pay when supervising sweeper cleaners.

L. If no maintenance worker, the senior custodian will receive temporary supervisor pay.

M. Sweeper Cleaner Salary Schedule

New hire rate: \$7.75
Longevity per hour: \$ .20

In addition, this position will receive the shift differential rate listed for Custodian for the time school is in session and for the time school is not in session.

Sweeper cleaner wages will be increased by the same percentage as the final salary settlement in each year of the contract.



## APPENDIX C

### TRANSPORTATION DEPARTMENT

- A. Any new drivers hired after July 1, 1979 must work over twenty (20) hours per week, on a regularly scheduled run, to receive fringe benefits. All full-time drivers employed as of June 30, 1979 who were receiving fringe benefits shall continue to receive such benefits regardless of the number of hours that are worked.
- B. For the purposes of designating extra time driving, seniority will prevail for all garage personnel and bus drivers. Such seniority will be based on date of hire as verified by payroll records and shall not differentiate between ten (10) and twelve (12) month employees. The seniority system as presently in effect and as set forth in APPENDIX G shall continue with a limit of 40 hours per one week.
- C. The District will pay drivers for all required courses taken after employment commences at the down-time rate. For out of town courses, travel time will be included. The District will provide transportation. Courses required by the District or State will be paid at the down time rate and will be kept as 'in-service' time, not part of the forty (40) hour week.
- D. Mechanics shall be provided a \$300 clothing allowance. Returning established workers shall be paid \$150 in September and \$150 in February. Entry level workers shall receive \$30 per month. Safety shoes and appropriate attired must be worn at all times.
- E. EMERGENCY CLOSINGS OR REGULAR RUN CANCELLATION – Drivers who report to work on an emergency school closing day or report for a regular run that has been cancelled will be paid one (1) hour driving time rate provided they were not notified either by phone or radio announcement prior to the departure time. A call list will be developed and utilized for all appropriate non-instructional employees.
- F. If scheduled for an activity run or practice run and out sick that day, drivers are to be paid full sick time including those runs. Sick days will be charged to each employee's specific work day for that day using either one (1) day, one-half (1/2) day or one-third (1/3) day dependent upon time off sick.
- G. DEFINITIONS
  1. Short Notice Trip – Originates no more than forty-eight (48) hours nor less than twenty-four (24) hours from said departure time. Seniority will prevail in reference to a "short notice trip."
  2. Emergency Trip – Originates less than twenty-four (24) hours from said departure time and will be filled by the first qualified driver obtained. For emergency trips leaving after 8:20 a.m. and returning before 2:40 p.m., seniority may prevail or emergency trip conditions may be exercised at the discretion of the Transportation Supervisor/designee.

3. Unencumbered Position – Position that has permanently been vacated (resigned, retired, etc.). This position will be filled by seniority.
4. Encumbered Position – Position that a permanent employee retains job rights for (during an extended illness, leave of absence, etc.).
5. Regularly Scheduled Run – A State mandated or regularly scheduled pickup and delivery of students, including handicapped, vocational, activity, practice, and the pre-kindergarten runs occurring during the regular school year.
6. Trips Other Than Regular Runs – Any trip, other than described in 5, above, involving an extra-curricular event, field trip, sports event, etc., for which a driver volunteers and is paid.
7. Interpretations
  - a.
    1. Transportation supervisor (or non-bargaining unit designee) will determine the estimated duration of trip (using previous times of past trips if possible.)
    2. Most senior driver signed up who will not go over 40-hours/week will be awarded the run.
    3. If no one in this category bids on the run then drivers who would receive over 40-hours/week with this run will be asked following the seniority system.
    4. If no one in this category bids on the run then the substitute drivers will be asked.
  - b. Trips Other Than Regular Run – Once a unit member or substitute has been assigned a trip (48 hour cut off), that driver may not change or be changed without documented reason(s) (i.e. personal illness, family illness, death in the family, personal) regardless of the duration of the run. A standard form will be provided and must be completed in full relinquishing the trip. This form will include reason for giving up the trip, date and time(s), driver(s) called, driver replacement, and signature of the relinquishing driver.
  - c. Encumbered Position (Type A) – The length of the leave is known to be in excess of five (5) work days (i.e., Board action on an unpaid leave of absence for a specific time period). For TYPE A leaves, the seniority system will be used within five (5) working days from the time of notice or the first day of the vacancy, whichever is greater, to fill this position.
  - d. Type B – The length of the leave is not known (i.e., illness or accident). For TYPE B leaves, the District may utilize a substitute for up to five (5) work days or until circumstances convert this to a TYPE A leave. If a vacancy is filled by a regular bus driver creating yet another vacancy, that vacancy will be filled by a substitute except in case of an emergency.

H. BIDDING PROCEDURES FOR REGULARLY SCHEDULED UNENCUMBERED RUNS

1. Position posted to all drivers for at least five (5) working days.
2. Most senior driver who bids a run, according to APPENDIX G, will be awarded the run.
3. Once a driver is awarded a run, there will be a trial period not to exceed fifteen (15) working days in the new position within which to return to the prior run. After the trial period the new run is maintained until such time it is relinquished.
4. If the run remains open after being posted for five (5) working days, it may be filled by a new hire.
5. If a position is to create more than one bidding situation it may be done at a short meeting of all drivers provided written notification through posting of at least two (2) working days prior to the meeting.
6. A trip that is rescheduled or postponed will be awarded to the original signer, unless the original signer is committed to another trip that day or if it puts the driver over forty (40) hours that week.

I. Employees will move up at least one step per year for the first four steps. Movement beyond step four shall be on the basis of satisfactory evaluations and recommendations by the appropriate supervisor. After step four, advancement on the schedule is not automatic or restricted in terms of length of service required between advancements.

Bargaining unit members who have reached the top step will be Off Schedule and will receive the same percentage increase as the final salary settlement in each year of the contract.

J. Mechanics called in to work for emergency situations shall be guaranteed four (4) hours pay at their established hourly rate.

TRANSPORTATION SALARY SCHEDULE

	<b>2006-07</b>	<b>2007-08</b>	<b>2008-09</b>	<b>2009-10</b>	<b>2010-11</b>
<b>Mechanic</b>					
<u>Step</u>					
1	9.44	9.44	9.44	9.44	9.44
2	10.23	10.23	10.23	10.23	10.23
3	11.05	11.05	11.05	11.05	11.05
4	11.88	11.88	11.88	11.88	11.88
5	13.32	13.32	13.32	13.32	13.32
6	14.07	14.07	14.07	14.07	14.07
7	14.93	14.93	14.93	14.93	14.93
8	17.06	17.06	17.06	17.06	17.06

**Full Time Driver**

<u>Step</u>					
1	13.83	13.83	13.83	13.83	13.83
2	14.53	14.53	14.53	14.53	14.53
3	15.21	15.21	15.21	15.21	15.21
4	16.55	16.55	16.55	16.55	16.55
5	17.91	17.91	17.91	17.91	17.91
6	20.03	20.03	20.03	20.03	20.03

K. Mechanic, Mechanic/Driver and Driver:

	<b>2006-07</b>	<b>2007-08</b>	<b>2008-09</b>	<b>2009-10</b>	<b>2010-11</b>
Down time/Hour	7.15	7.15	7.44	7.71	8.00
Longevity	.20	.20	.20	.20	.20
Temporary Supervisor/hour	1.45	1.45	1.45	1.45	1.45

L. Bus Monitor/Bus Aide Salary Schedule

New hire rate: \$7.25

Longevity per hour: \$.20

Bus Monitor/Bus Aide wages will be increased by the same percentage as the final salary settlement in each year of the contract.

## APPENDIX D

### CLERICAL STAFF

- A. Clerical staff must pass the appropriate Civil Service examination, as required by law, to proceed beyond Step 2 of the salary schedule.
- B. The salary schedule provides for eight (8) steps. Employees will move up at least one step per year for the first four steps. Movement beyond step four shall be on the basis of satisfactory evaluations and recommendations by the appropriate supervisor. After step four, advancement on the schedule is not automatic or restricted in terms of length of service required between advancements.

Bargaining unit members who have reached the top step will be Off Schedule and will receive the same percentage increase as the final salary settlement in each year of the contract.

### CLERICAL SALARY SCHEDULE

	<b>2006-07</b>	<b>2007-08</b>		<b>2008-09</b>	<b>2009-10</b>	<b>2010-2011</b>
<b>Guidance Secretary</b>		3.00%	4.25%			
<u>Step</u>						
1	9.10	9.10	9.10	9.10	9.10	9.10
2	9.45	9.45	9.49	9.49	9.49	9.49
3	9.75	9.75	9.85	9.87	9.87	9.87
4	10.08	10.08	10.16	10.25	10.25	10.25
5	11.54	11.54	11.54	11.54	11.54	11.54
6	12.01	12.01	12.03	12.03	12.03	12.03
7	12.52	12.52	12.52	12.52	12.52	12.52
8	14.59	14.59	14.59	14.59	14.59	14.59

### CSE/HS Secretary

<u>Step</u>	2006-07	2007-08	2008-09	2009-10	2010-2011
1	8.02	8.02	8.02	8.02	8.02
2	8.34	8.34	8.36	8.36	8.36
3	8.61	8.61	8.69	8.70	8.70
4	9.00	9.00	9.00	9.04	9.04
5	10.12	10.12	10.12	10.12	10.12
6	11.04	11.04	11.04	11.04	11.04
7	11.37	11.37	11.37	11.48	11.48
8	12.22	12.22	12.22	12.22	12.22

- C. Clerical Staff longevity per hour: \$.20

## APPENDIX E

### TEACHING ASSISTANTS

- A. Longevity increments for Teaching Assistants will be retroactive to the date of hire as listed in Appendix G.
- B. Unit vacancies will be posted and unit members will be given first consideration for those vacancies.
- C. Teaching Assistant Salary

New hire rate: \$8.50

Longevity per hour: \$ .20

Teaching Assistant wages will be increased by the same percentage as the final salary agreement in each year of the contract.

## APPENDIX F

### TEACHER AIDES

A. Longevity increments for Teacher Aides will be retroactive to the date of hire as listed in Appendix G.

B. Teacher Aide Salary

New hire rate: \$7.25

Longevity per hour: \$. 20

Teacher Aide wages will be increased by the same percentage as the final salary agreement in each year of the contract.

## APPENDIX G

### SENIORITY LIST

#### Schedule of Anniversary Dates

<b>Clerical</b>	<b>DOH</b>	<b>Teaching Assistants</b>	
Mabel Peabody	12/19/95	Susan Finch	09/06/83
Julie Simpson	11/01/01	Anne Hynes	09/03/85
		Johanann Sovay	02/19/92
<b>Custodial</b>		Marsha Gates	09/02/92
Karlton Pryce	10/19/81	René Reed	09/01/98
James Meek	09/17/84	Koren Hathaway	01/04/99
Alton Dumas	09/06/95	Michael Grammo	12/04/00
Jeffrey Rixon	12/04/00	Michele Duchano	09/19/01
		Marcia Powers	09/19/01
<b>Cafeteria</b>		Kelley Hanley	09/01/03
Maxine Folsom	04/01/83	Angie Oliver	09/02/02
Veronica LaTray	01/04/88		
Denise Dumas	09/06/95		
Brenda Reil	09/03/96	<b>Sweeper/Cleaner</b>	
Julie Northrup	01/16/02	Deborah Baxter	10/04/88
		Denise Dumas	01/02/95
<b>Mechanic/Driver</b>			
William Whitney	09/01/95		
<b>Bus Drivers</b>			
Diana Padgett	09/16/74		
Dianne Goldie	11/07/88		
Ann Clement	09/20/94		
Teri Smithers	09/03/96		
Dave Ziemba	09/08/98		
Julie Fleming	09/01/03		
Leland Kelly	09/01/05		



## APPENDIX H

### HEALTH PLAN B RIDERS 5 & 6

#### St. Lawrence-Lewis Counties School District Employees Medical Plan Addendum to the Plan Document and Summary Plan Description

##### Rider 5

The Prescription Drug Benefits noted on pages 23 and 39 will be changed to reflect the following:

**Retail Pharmacy (30 day supply only):**

The covered person pays: \$10 per generic prescription  
The covered person pays: \$20 per preferred brand name prescription  
The covered person pays: \$30 per non-preferred brand name prescription

**Mail-Order Pharmacy (90 day supply) (Maintenance Drugs Only):**

The covered person pays: \$10 per generic prescription  
The covered person pays: \$20 per preferred brand name prescription  
The covered person pays: \$30 per non-preferred brand name prescription

These co-payments are capped for the base twelve month period at the following annual limits: \$300 for an individual enrollment; \$600 for a two-person enrollment; and, \$900 for a family enrollment.

The designation of whether a prescription drug is preferred or non-preferred will be made by the Plan's Prescription Benefit Manager (currently ProAct). This listing will be distributed at least once each Plan Year. Changes to the designation will only be made four times each Plan Year by the Prescription Benefit Manager, and will not be subject to the direction of the Plan Administration, Board of Directors, or Consultant. Should the Plan's Prescription Benefit Manager be changed in the future, any new formulary will reflect tier designations that are equivalent or more favorable as an entire list to the employees, and all conditions of this clause will be binding.

The prescription drug co-payments and caps will be indexed and subject to change in the following manner: prescription drug co-payments and annual co-payment limits will increase in whole dollar amounts (e.g., \$11/\$22/\$33 and \$330/\$660/\$990, followed by \$12/\$24/\$36 and \$360/\$720/\$1,080) every time the annual cumulative per capita prescription drug costs of the Rider 5 covered persons increase by 10% over the base period per capita costs (the first twelve months of Rider 5 participation).

Prescription costs for Rider 5 participants will be totaled at the end of each month for the immediately preceding twelve month period and divided by the number of Rider 5 persons; said per capita amount must be at least 10% higher than the base period amount for the initial increase in co-pays and caps to occur, then 20% higher than the base period amount for the second increase to occur, etc.

St. Lawrence-Lewis Counties School District Employees Medical Plan Addendum to the Plan Document and Summary Plan Description.

Rider 6

The Co-Payments for the Medical Benefits noted on Pages 18 through 25 will be changed to reflect the following:

All \$10 co-payments referred to in the Benefit Summary Section will be changed to \$15 with the exception of the Hospital Outpatient and Ambulatory Surgery Center Co-Payments which will be changed to \$20.

All \$75 facility co-payments referred to in the Benefit Summary Section will be changed to \$100.

The \$50 Emergency Room co-payment referred to the Benefit Summary will be changed to \$75.