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Contract Database Metadata Elements

Title: **Maine-Endwell Central School District and Maine-Endwell Support Staff Association (MESSA) (2008)**

Employer Name: **Maine-Endwell Central School District**

Union: **Maine-Endwell Support Staff Association (MESSA)**

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AGREEMENT

Between The

SUPERINTENDENT OF SCHOOLS

Of The

MAINE-ENDWELL CENTRAL
SCHOOL DISTRICT

And The

MAINE-ENDWELL
SUPPORT STAFF ASSOCIATION

RECEIVED

MESSA

DEC 18 2008



MEYER PUBLIC EMPLOYMENT
RELATIONS BOARD

July 1, 2008 through June 30, 2013

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**CONTRACT DEFINITIONS
AND
PROCEDURES**

ARTICLE I - DURATION

This Agreement shall be effective as of July 1, 2008 and shall continue in effect through June 30, 2013 and all benefits will terminate notwithstanding the provisions of any statute, rule, law to the contrary in effect now or during the term of the contract.

ARTICLE II - RECOGNITION

- A. The Maine-Endwell Support Staff Association, hereinafter known as the "Association" has been certified by the New York State Public Employment Relations Board (PERB) as the exclusive bargaining agent for the Support Staff unit of the Maine-Endwell Central School District. Any challenges to such recognition shall be in accordance with the Public Employees Fair Employment Act and the rules of PERB.
- B. The District agrees not to negotiate with any employee, group or organization other than the Association in regard to wages, hours and terms or conditions of employment of employees in the unit represented by the Association.
- C. The negotiating unit is the group of employees of the Maine-Endwell Central School District represented by the Association and consisting of regular full-time and regular part-time unit employees including: Payroll Clerk, Senior Typist, Senior Account Clerk, Typist, Receptionist/Typist, Account Clerk Typist, Stenographer, School Monitor, Teacher Aide and Library Clerk.

ARTICLE III - SAVINGS CLAUSE

If any provision of the Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications will continue in full force or effect.

ARTICLE IV - STATUTORY NOTICE

It is agreed by and between the parties that any provision of this Agreement requiring legislative action to permit its implementation by amendment of law or by providing the additional funds therefore, shall not become effective until the appropriate legislative body has given approval.

ARTICLE V - ZIPPER CLAUSE

This Agreement constitutes the full and complete commitment between both parties with respect to items negotiated.

EMPLOYMENT PRACTICES

ARTICLE VI - OVERTIME

Except where Federal Law provides otherwise, overtime will be paid at the rate of one and one-half (1 ½) times the hourly rate for all time worked beyond the regularly scheduled forty (40) hour week regardless of whether or not a paid holiday occurs within the week.

ARTICLE VII - SCHOOL CLOSINGS AND DELAYED OPENINGS

- A. In the event schools are closed, or the opening of schools is delayed due to inclement weather, the following rules for payment of employees are hereby established:
1. In the event that schools are closed for the day, unit members shall be allowed up to two (2) hours delayed time getting to work. In this instance a unit member may request a Personal Business day with pay, or not report to work for the day without pay. The unit member must advise the District of the unit member's intent not to be present at or before their normal starting time. This leave will be in accordance with Article XVI, Leave of Absence, of this Agreement.
 2. Unit members shall be allowed a maximum of three (3) paid days that can be used in the case of school closing, due to snow and ice conditions, made by the District. These days may be used in one-half (½) day or full-day increments and are non-cumulative if not used during the District's calendar year. The unit members must advise the District of the

intent not to be present either before their normal starting time if the workday has not begun, or prior to leaving in the event the District has an early closing, due to snow conditions. This leave will be in accordance with Article XVI, Leave of Absence, of this Agreement.

3. In the event the opening of schools is delayed for up to two (2) hours, bargaining unit members shall not be required to make up the delayed time. The time when the employee shall report is based upon the employee's normal workday.
4. At the Superintendent's or his/her designee's discretion, all members of the bargaining unit will be allowed to leave work with no loss in pay when students and teachers are sent home early.

ARTICLE VIII - VACANCIES AND PROMOTIONS

- A. All original job vacancies in the non-instructional units shall be posted in each school building. Notices of such vacancies shall be sent to an Association designee for posting. An appointment shall not be made until after the application deadline.
- B. The procedure for posting job vacancies shall be as follows:
 1. The posting shall provide a range of dates indicating when interviews will be conducted.
 2. The District shall notify the member that it received the application.
 3. Upon request from the applicant, (s)he will be informed why (s)he was not selected for an interview or selected for the vacancy.
- C. Employees who desire a reassignment or transfer may file a written request with the Personnel Office through the immediate supervisor. Such statement shall include the school(s) to which s(he) desires to be transferred in order of preference.

<p style="text-align: center;">RIGHTS AND RESPONSIBILITIES</p>

ARTICLE IX - CONFERENCES

- A. Employees wishing to attend a professional growth conference may apply to the District on the appropriate forms.

ARTICLE X - CONTRACT VIOLATION / REDRESS

A. VIOLATION CLAIMED

A claimed violation of this Agreement shall be reviewed by the Supreme Court of New York State under a proceeding under CPLR, Article 78.

B. RESOLUTION PANEL

1. The Association may within ten (10) school days, after an alleged violation, request the convening of a resolution panel, which shall consist of six (6) members, three (3) chosen by the Association and three (3) by the District.
2. Such request shall be directed in writing to the Superintendent. The panel shall meet within ten (10) school days of the notice to the Superintendent.
3. The panel shall attempt to resolve the claimed violation. If the panel cannot resolve the claimed violation within thirty (30) school days of the initial notice to the Superintendent, it shall be deemed that the panel was unable to resolve the claimed violation.
4. This procedure is discretionary with the Association and shall not be considered a condition precedent to commencing an Article 78 nor will the time to commence such proceeding be enlarged by the request for the panel.

ARTICLE XI - MANAGEMENT RIGHTS

The District retains the exclusive right to manage its educational operation and facilities, except as limited by this Agreement or by law.

ARTICLE XII - DUES

A. DUES DEDUCTION

The Association shall have exclusive rights to payroll deduction of dues for members covered by this Agreement. Such dues, with a list itemizing the deductions shall be remitted to the Association on a payroll basis.

B. AGENCY SHOP

1. The Association shall have deductions made from the wages of employees of the bargaining unit who are not members, the amount permitted by law. Such amount, with a list itemizing the deductions shall be remitted to the Association.
2. The Association agrees to save and hold harmless the District from all loss, expenses, damages (except punitive), costs and attorneys fees, limited only to the attorney provided by the Association, that may accrue as a result of the aforesaid provision by reason of any action or suits brought against the District by any employee in this unit.
3. This contract provision will terminate on June 30, 2013 notwithstanding the provisions of any statute, rule, or law to the contrary in effect now or during the term of the contract. The Association agrees not to seek recovery from the District for loss, which might be suffered because of the acts or omissions of the District (unless such acts or omissions were willful).

- C. Upon written request of the Association, the District shall provide a list of all employees in the bargaining unit showing the employees full name, home address, civil service job title, and work location.

ARTICLE XIII - PERSONNEL FILES

A. ACCESS

Each personnel file shall be available for review at the District Office in the presence of a designated District representative. The bargaining unit member may request the presence of an Association representative during the review. Any expense incurred in copying the content of the file shall be charged to the employee.

B. COMPLAINTS AND DEROGATORY MATERIALS

Complaints and derogatory materials that are to become part of the personnel file shall first be presented to the bargaining unit employee in writing. After presentation of the material, the bargaining unit member shall discuss the incident with his/her appropriate supervisor and will be granted five (5) school days from the receipt of the material to attach a written response to the material prior to the material being placed in the file. After investigation, if the material is found to be erroneous or unsubstantiated, the material shall be removed from the personnel file.

C. SIGNATURE

All material that may eventually be used for evaluation and/or disciplinary action must be signed by the bargaining unit member before it is placed in the file. The signature does not indicate agreement but merely signifies the employee is aware of its presence in the file.

COMPENSATION AND BENEFITS
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ARTICLE XIV - HEALTH / DENTAL INSURANCE

A. The District agrees to pay on behalf of each member who participates in the Blue Cross/Blue Shield Plan or any other Health Insurance Plan mutually agreed upon by the District and the Association the following:

2008-2009	Unit member's health care insurance contribution will be:
Individual	three hundred dollars (\$300)
Family	six hundred dollars (\$600)
2009-2010	Unit member's health care insurance contribution will be:
Individual	three hundred fifty dollars (\$350)
Family	seven hundred dollars (\$700)
2010-2011	Unit member's health care insurance contribution will be:
Individual	four hundred dollars (\$400)
Family	eight hundred dollars (\$800)

2011-2012 Unit member's health care insurance contribution will be:
Individual four hundred fifty dollars (\$450)
Family nine hundred dollars (\$900)

2012-2013 Unit member's health care insurance contribution will be:
Individual five hundred dollars (\$500)
Family one thousand dollars (\$1,000)

The health reimbursement plan which is currently offered by the District to active unit members provides basic Blue Cross/Blue Shield coverage prescription co-pay of five dollars (\$5) for brand named drugs, three dollars (\$3) for generic drugs, and Major Medical deduction of one hundred dollars (\$100) for individual and three hundred dollars (\$300) for family plans. Effective July 1, 2006, the three tier prescription co-payment plan - five dollars (\$5), ten dollars (\$10), twenty-seven dollars (\$27) will replace the two tier co-payment plan listed above. Reference is made to the plan description booklet for a description of the benefits.

The District is not required or responsible to make contribution to any governmental agency, such as the Social Security Administration on account of benefits, which may be given or provided to a retiree. An example of such a contribution is payment toward or on account of Medicare Part B charges.

The District has the option to provide for benefits equal to the Central New York Region Wide Blue Cross/Blue Shield Plan in existence as of June 30, 1983.

Effective as soon as practicable, the District, with input from the Association, shall establish a Dental Insurance Plan. The Dental Insurance Plan will be at no cost to the District.

Upon retirement, employees may choose as an alternative to the sick leave incentive, to have a portion of the value of their unused sick leave, as determined in the age percent scale of Article XVI, Paragraph G applied to the payment of the employee's share of family health insurance.

The District shall pay each eligible employee, who elects not to participate in the Health Insurance Plan identified in this Article a fixed sum of money or prorated portion thereof, as follows:

The buy-out for those who elect not to participate in the Health Insurance Plan shall be five thousand four hundred dollars (\$5,400) for the life of the contract for those eligible unit member hired on or before June 30, 2009.

The buy-out for those who elect not to participate in the Health Insurance Plan shall be three thousand dollars (\$3,000) for the life of the contract for those eligible unit members hired on or after July 1, 2009.

An employee who elects this alternative instead of participating in the Health Insurance Plan shall inform the District in writing by the 15th day preceding the month they intend to participate.

An employee who elects this alternative to the Health Insurance Plan shall receive the sum of money, or part thereof, on the last day of September, December, March, and June for those months in which they elected this alternative.

An employee who later elects to participate in the Health Insurance Plan shall inform the District in writing by the 15th day preceding the month they intend to participate. Payment of the fixed sum of money, or prorated portion thereof, shall cease upon electing to participate in the Health Insurance Plan. The District reserves the right to restrict the number of times an employee elects to participate in the Health Insurance Plan or this alternative in any one (1) school year.

B. FLEXIBLE BENEFIT PLAN

A Flexible Benefit Plan, as established by the rules of the Internal Revenue Service, as modified from time to time, shall be provided for eligible employees.

ARTICLE XV - HOLIDAYS

All employees shall receive twelve (12) paid holidays per year, which holidays will be determined at the time the school calendar is established. Holidays will be prorated for the employees working less than full-time.

ARTICLE XVI - LEAVE OF ABSENCE

A. DEFINITION

1. *Immediate Family* - Includes mother, father, son, daughter, spouse, brother and sister.
2. *Emergency Medical Attention* - Includes situations requiring immediate medical attention of an emergency nature.

3. *Non-Emergency Medical Attention* - Includes regularly scheduled medical appointments.

B. SICK LEAVE

1. Sick leave is paid leave for illness or emergency medical attention of an employee or an employee's immediate family, which would prevent the employee from carrying out normal duties.
2. An employee shall earn up to twelve (12) sick leave days per year, cumulative without limit, at the rate of one and two-tenths (1.2) days per month or major part of a month worked.
3. The District may require proof of illness. Notice of accumulated sick leave shall be provided each employee.

C. PERSONAL BUSINESS LEAVE

1. Personal business leave is paid leave for the conduct of personal business, including non-emergency medical attention, which cannot be conducted outside the school day or school year.
2. An employee shall be granted up to three (3) personal business leave days per school year, non-cumulative. An employee shall however be entitled to carryover no more than two (2) personal business leave days. In no event shall an employee be entitled to use more than five (5) personal business leave days in any one (1) school year. Employees' personal business leave days will be prorated on the basis of one (1) day per three (3) months or major part of month worked (maximum three [3] days) for employees entering the District during the school year. Any personal business leave days not used or carried over by July 1, thereafter shall be transferred to the employee's sick leave accumulation.
3. A minimum of a quarter ($\frac{1}{4}$) day may be taken if coverage or a substitute is available for a quarter ($\frac{1}{4}$) day.
4. All other personal business leave days must be taken in half ($\frac{1}{2}$) day increments.
5. To be eligible for personal business leave, the supervisor must certify in writing to the Superintendent that appropriate coverage is available.

6. The employee must apply in writing at least three (3) days in advance certifying that:
 - a. The personal business leave could not be conducted outside of the school day or school year.
 - b. No outside remuneration will be received.
 - c. The personal business leave will not be used for a vacation or holiday or to extend a vacation or holiday.
 - d. The personal business leave will not be used for recreational purposes.
7. In emergency situations the District shall be notified prior to the leave and written certification shall follow within one (1) day of the employee's return.
8. The District shall grant up to one (1) personal business leave day for which no reason needs to be given. This day, which comes out of the unit member's available personal business leave, must otherwise comport to all existing provisions contained in this Article.

D. RELIGIOUS OBSERVANCE

Employees shall be allowed up to three (3) paid days for religious observance per school year, where as a requirement of his/her religion he/she observes his/her Sabbath or other holy day, including a reasonable time prior and subsequent thereto for travel between his/her place of employment and his/her home. If additional days are necessary the employee may charge these to available personal business leave or unpaid leave if personal business days are not available. Requests for same shall be made at least five (5) days in advance on a form provided by the District.

E. BEREAVEMENT LEAVE

1. Bereavement leave is paid leave for circumstances resulting from a death in the employee's immediate family or of an employee's mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandparents, stepchildren and grandchildren.
2. An employee shall be granted five (5) days per death. This time shall not be charged to sick leave and shall be non-cumulative.

F. SICK BANK

1. The Sick Bank provides sick leave, which may be borrowed from the District upon the exhaustion of the employee's sick leave accumulation. This may only be used for the personal illness or the personal emergency medical attention of the employee. A maximum of two hundred (200) days may be borrowed by an employee in a five (5) year period. The employee shall notify in writing to the Superintendent of his/her intent to borrow from the District's Sick Bank.
2. The employee must pay back the Sick bank at the rate of one and one-tenth (1.1) days for each day borrowed from the unused portion of the employee's annual accumulation of personal business and sick leave. Upon retirement or termination, any outstanding Sick Bank debts will be forgiven. However, no sick leave incentive will be paid to an employee with an outstanding Sick Bank debt.
3. An employee shall be eligible to borrow from the Sick Bank in the event of an extended illness. If the illness is not extended, then the employee must wait ten (10) consecutive workdays before the employee shall be eligible to borrow from the Sick Bank. An extended illness is defined as a personal illness that prevents, or is expected to prevent, the employee from carrying out normal duties for ten (10) consecutive workdays or more. Medical proof of the illness must be provided.
4. Notice of exhaustion of accumulated sick leave shall be provided. If, however, such notice is not provided prior to exhaustion, the employee may borrow without written notice of intent until such time that notice is given.

G. SICK LEAVE INCENTIVE

1. Sick leave incentive provides for partial payment of unused sick leave upon:
 - a. Retirement from the New York State Employees' Retirement System (NYSERS), or
 - b. Retirement from the District on or after age fifty-five (55) for non-members of the retirement system, and
 - c. When a minimum of six (6) months written notice is given to the District prior to the retirement.

2. Payment is based on the following formula:

$$\frac{\text{Accumulated Sick Leave}}{2^*} \times 50\% \times \frac{\text{Highest 3 Year Final Average Salary Designated Work Year (in days) for the Position}}{\text{Maximum of } \$8,000}$$

*If Accumulated Sick Leave is equal to two hundred (200) days or more than the divisor, 2, shall be eliminated. If Accumulated Sick Leave is one hundred ninety-nine (199) days or less than the divisor, 2, shall remain.

3. Under no circumstances would sick leave incentive be applicable to a disability retirement. Payment under this plan shall be subject to approval of the plan by New York State Department of Audit and Control.

H. SHORT-TERM

1. Short-term leave is unpaid leave for absence of five (5) days or less for personal business, which cannot be conducted outside the school day or school year. A similar short-term leave will not be applied for within the next two (2) academic years following the granting of a short-term leave.
2. To be eligible for up to five (5) days in a school year the supervisor must certify in writing to the Superintendent that appropriate coverage is available. The foregoing unpaid leave may be used with the approval of the unit member's supervisor during early release days or parent conference days. Note, however, that 'leave without pay' counts against the Faithful Service Incentive. The employee must apply in writing at least ten (10) days in advance certifying that:
 - a. The short-term leave could not be conducted outside the school day or school year;
 - b. The short-term leave will not result in a daily compensation rate higher than that of employment in the District.
3. Approval must be received by the District in writing prior to the leave.
4. In emergency situations the District shall be notified prior to the leave and written certification shall follow within one (1) day of the employee's return.

I. LONG-TERM LEAVE

1. Long-term leave is unpaid leave for more than ten (10) days and up to a maximum of twelve (12) calendar months for personal business, which cannot be conducted outside the school day or school year.
2. All long-term leaves must terminate on February 1 or July 1. All employees on leave must notify the District ninety (90) days prior to the termination of the leave concerning their intention to return or not to return to the District.
3. To be eligible for long-term leave:
 - a. Written application must be made at least ninety (90) calendar days in advance;
 - b. The supervisor must certify that appropriate coverage is available; and
 - c. Board approval must be obtained prior to the leave.

J. OTHER LEAVES

In addition to the above leaves the District may, at the discretion of the Board of Education, grant paid or unpaid leaves for short or long-term periods.

ARTICLE XVII - RETIREMENT

- A. The District will provide the Retirement Plan commonly known as the 75 (i) Plan of the New York State Employees' Retirement System (NYSERS) for eligible employees.
- B. The District will provide benefits of Section 41 (j) of the New York State Employees' Retirement System (NYSERS) for eligible employees as a sole alternative to the provisions of Sick Leave Incentive of this Agreement. If there is a balance of sick leave days available after the number of days, established by law, is applied for the purpose of this Article, that balance shall be applied to the Sick Leave Incentive of this Agreement.
- C. Those members hired on or after July 1, 2005 must work ten (10) consecutive years for the District in order to be eligible for the health insurance benefit upon retirement (actual retirement from the District).

ARTICLE XVIII - SALARY

A. 2008-2013 SALARY

For the period beginning July 1, 2008, and ending June 30, 2013 the hourly rate for "continuing employees" shall be increased, beyond previously negotiated rates or rates established by the Board of Education, by the amount as indicated below. When used in this Article, "continuing employee" is defined as an employee who is in service during the previous year in the same job title. This would not apply to a newly hired employee or an employee who is assigned to a new job title after March 31, of any particular pay year. However, an employee who changes job titles after March 31, will receive the increase in the index applicable to his/her job title prior to April 1.

2008-2009	4.6% + 1¢ for each year of District service
2009-2010	4.5% + 1¢ for each year of District service
2010-2011	4.5% + 1¢ for each year of District service
2011-2012	4.5% + 1¢ for each year of District service
2012-2013	4.5% + 1¢ for each year of District service

The one cent (1¢) for each year of District service shall become a permanent part of the unit member's base salary and, therefore, subject to the negotiated wage increases. (For the purpose of determining this benefit years of service will mean total service to the District and not "continuous service".)

Those teacher aides who are assigned toileting duties as a normal part of their job for a particular student for a semester/school year shall be paid an additional fifty cents (50¢) per hour.

B. LONGEVITY PAYMENT

Effective July 1, 2005, the District will provide a longevity payment of two hundred dollars (\$200) full-time and one hundred dollars (\$100) part-time to unit members who complete five (5), ten (10), fifteen (15), twenty (20) and twenty-five (25) years of service in the Maine-Endwell Central School District. The longevity payment will only be made when the unit member actually completes five (5), ten (10), fifteen (15), twenty (20) or twenty-five (25) years of service in the District. This money is added to the base salary.

C. FAITHFUL SERVICE INCENTIVE

A Faithful Service Incentive shall be paid for any employee who from July 1 through June 30 fulfills the following conditions:

<u>Total Sick Leave And Personal Leave Absence</u>	<u>Employee Shall Receive</u>
Three (3) days or less	two (2) additional days pay or two hundred dollars (\$200), whichever is greater.
One (1) day or less	three (3) additional days pay or three hundred dollars (\$300), whichever is greater.

Bereavement and personal leave used to attend a funeral shall not be counted against an employee for the purpose of this Section.

D. AUTOMATIC EXTERNAL DEFIBRILLATOR (AED) TRAINING

A unit member who takes and successfully completes an AED Training session, which is conducted outside of his/her working hours, shall receive a fifty dollar (\$50) payment. The payment shall be made one (1) time and is not a part of the unit member's base salary.

E. PSAT TESTING

Bargaining unit members who are providing assistance to students while they are taking PSAT Special Education Tests or while they are taking Standard PSAT tests shall be paid at the rate of time and one-half (1 ½) their base hourly rate while they are providing such assistance.

F. PAY PERIODS

The Association and the School District will work within the current framework of the law to permit bargaining unit members the right to elect to have their salaries distributed over a twelve (12) month period.

ARTICLE XIX - VACATION

- A. The District shall provide the following vacation time for a full-time twelve (12) month employee:

<u>Completed Year Of Continuous Service</u>	<u>Rate Earned Per Full Month of Employment</u>	<u>Maximum Vacation Days Per Year</u>
1	1.0	10
2	1.0	10
3	1.0	10
4	1.0	10
5	1.0	10
6	1.1	11
7	1.2	12
8	1.3	13
9	1.4	14
10	1.5	15
11	1.5	15
12	1.5	15
13	1.5	15
14	1.5	15
15 or more	2.0	20

- B. The District shall grant an additional five (5) days of vacation on the occasion of the anniversary of the fifth (5th), tenth (10th), fifteenth (15th), twentieth (20th), and each five (5) year period thereafter, of an employees' completion of said years of continuous service. This additional five (5) days of vacation shall only be for the year granted and shall not be cumulative nor carried over to the succeeding year.
- C. Unit members who are eligible for vacation may carryover up to five (5) days of unused vacation for the following school year. In no event, however, shall the maximum available vacation exceed the number of vacation days the unit member is entitled to plus the five (5) day vacation carryover.


ARTICLE XX - ASSOCIATION RIGHTS

- A. The Association will have the right to reasonable use of audio-visual and duplicating equipment within each building, including e-mail. Supplies will be purchased by the Association.
- B. The duly elected Delegate(s) to the NYSUT Representative Assembly shall be allowed to attend the Convention for one (1) day without loss of pay or leave time. The President, or Designate, shall be allowed to attend "Lobby Day" for one (1) day without loss of pay or leave time.

- C. The Association will have the right to use school buildings without cost at reasonable times for meetings with the approval of the Superintendent. Application for use of a school building is to be made on forms provided by the District. If a building is to be used, at other than a time when it is ordinarily staffed by a custodian, the Association will pay the overtime cost for a custodian.
- D. There will be space on at least one (1) bulletin board for use by the Association, to be located in the staff room for each building.
- E. The Association will have the right to use employee mailboxes and the interschool mail.
- F. The Association President or Designate will be given up to five (5) days of release time per school year to conduct Association business. The time can be taken in hourly increments.

SIGNATURES

FOR THE MAINE-ENDWELL CENTRAL SCHOOL DISTRICT




Joseph Stoner
Superintendent of Schools

11/19/08

Date

FOR THE MAINE-ENDWELL SUPPORT STAFF ASSOCIATION




Deborah Aurelio
Association President

11-19-08

Date

Appropriate Resolution under Section 204a of the Taylor Law Passed by Board of Education on September 11, 2008.



JoAnn Murphy
Clerk, Board of Education

11/20/08

Date

Typed And Printed By...



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