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Contract Database Metadata Elements

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Union: **Beekmantown Support Staff Supervisors' Association**

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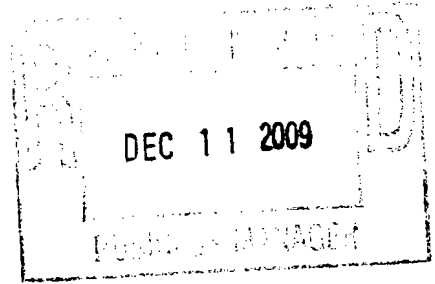
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BCF/4588

Agreement

between the

COPY



Beekmantown Support Staff Supervisors' Association

and the

Superintendent of Schools

of the

Beekmantown Central School District

For the Period

RECEIVED
NYS PUBLIC EMPLOYMENT
RELATIONS BOARD
July 1, 2009 – June 30, 2012

APR 23 2010

ADMINISTRATION

OF EMPLOYEES COVERED

8

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PREAMBLE

In order to effectuate the provisions of Chapter 392 of the Laws of 1967 (The Public Employees Fair Employment Act) and to encourage and increase effective and harmonious working relationships between Beekmantown Central School District Board of Education (hereinafter referred to as the Board) and the Beekmantown Support Staff Supervisors Association (hereinafter referred to as the Association), this agreement is entered on the 8th day of December 2009, by and between the Board and the Association.

RECOGNITION

The Board recognizes the Association as the bargaining representative for the following: Building Maintenance Mechanic, Cook Manager, Head Custodian, School Lunch Manager, Superintendent of Buildings and Grounds I, Senior Mechanic, and Transportation Supervisor.

ARTICLE I

Term Of Contract

This agreement shall be a three-year agreement encompassing the years 2009-2010, 2010-2011, 2011-2012. It will remain in effect until a new contract is negotiated, approved, and becomes effective. Any pay increases will be retroactive from July 1, 2009.

ARTICLE II

Contract Length, Work Year, Hours Per Week, Vacation Days

<u>Title</u>	<u>Contract Length</u>	<u>Work Year</u>	<u>Hours Per Week</u>	<u>Vacation Days</u>
Cook Manager	10 months	Sept 1 through June 30	40	0
School Lunch Manager	11 months	Sept 1 through June 30	40	3

Note:

- Eleven-month employee's work an additional 20 days during July and August. The 20 days will be at the discretion of the Superintendent of Schools or designee after consultation with the employee.
- Any additional days worked above the contract length must have prior approval from the Superintendent of Schools.

Bldg Maintenance Mechanic	12 months	July 1 through June 30	40	20
Head Custodian	12 months	July 1 through June 30	40	20
Supt. of Bldgs and Grounds I	12 months	July 1 through June 30	40	20
Senior Automotive Mechanic	12 months	July 1 through June 30	40	20
Transportation Supervisor	12 month	July 1 through June 30	40	20

Contract Length	Days
10 month	200
11 month	220
12 month	260

Vacation earned may be taken by the employee upon approval of the Superintendent of Schools or designee. Notice must be submitted to the Superintendent or designee two weeks in advance. Vacation days earned during the fiscal year, but not used, may be carried over from that year to the next upon approval of the Superintendent of Schools or designee. The total number of days carried over cannot exceed the total annual allotment.

The Cook Managers will work a 7½ hour shift with a ½ hour paid lunch to equal a paid eight (8) hour work day.

All employees of the Association who have been requested to work above contracted hours due to unforeseen circumstances will be allowed to take the equivalent time off. Equivalent time off will be documented by the appropriate supervisors. Time must be used within the quarter it is obtained. Quarters will start on July 1st.

All 11-month employees will receive three (3) days vacation.

A longevity increment of the amount indicated below will be added at the start of the 10th year with the Beekmantown Central School District. If current employees reaches a milestone with the three-year contract, s/he is entitled to \$500 increment.

Years of Service	Amount
10	\$500
15	\$500
20	\$500
25	\$500

ARTICLE III

Contribution To Employees Retirement System

- A. All full-time (12-month) members of the association are required to join and contribute to the New York State Employees Retirement System.
- B. An employee shall be considered retired when retired under the provisions of the New York State Employees Retirement System.

ARTICLE IV

Personal Record

- A. Any Association member shall be allowed to read and review in the presence of the Superintendent of Schools or designee, any statements or comments, which are made a part of the employment record of that member.
- B. Upon receipt of a written request an Association member shall be provided, within a reasonable length of time, with a reproduction of any material made a part of his/her personnel file.
- C. No material in an Association member's file shall be forwarded to any agency, organization, perspective employer, or other party without knowledge of the Association member.

ARTICLE V

Sick Leave

- A. The maximum number of sick days which can be accrued by any bargaining unit member is as follows:

10 Month:	12 days per year cumulative to 160
11 Month:	13 days per year cumulative to 170
12 Month:	14 days per year cumulative to 180

- B. The unit of computation for sick leave shall not be less than one-half (1/2) day. Credits cannot be earned for a period in which an employee is on a leave of absence without pay.
- C. As of July 1, 2006, new hires will receive sick leave credits prorated based upon the number of months of employment remaining within the work year.
- D. If an employee is out sick, they must contact their immediate supervisor before the start of their scheduled work day.
- E. Upon approval of the Superintendent, an extension of sick leave may be granted after accumulated sick days have been exhausted.
- F. For absences over five (5) consecutive work days, a physician's certificate may be required to qualify for sick leave. Medical documentation is to be submitted to the payroll/benefits office. With an extended absence, the employee is required to present monthly documentation.
- G. Days (shall be) allowed for absences, in the line of duty covered by Workers' Compensation, subject to certification by a duly qualified physician as to the duration of the disability according to the following table:

Employee Type	Days
10-month	200
11-month	220
12-month	260

Days in excess shall be deducted from sick time allowance. The Board of Education may require an examination of the employee by an independent physician.

- H. In the event that a newly hired bargaining unit member has accrued sick leave in another bargaining unit within the district, the employee shall be able to transfer all accrued sick leave to the new position.

ARTICLE VI

Family Leave, Personal Leave, and Other Leaves

A. Family Leave

Family leave days, with pay, will be allowed for serious illness or death in the immediate family. Such leave will be granted as follows:

Up to four (4) days, on each occasion, when the serious illness or the death is that of the employee's immediate family. The immediate family of a bargaining unit member shall include grandparent, brother, sister, spouse, child, father, mother, or person in like position to the employees' spouse. Extenuating circumstance on a case by case basis may be approved by the Superintendent of Schools. These days shall be non-cumulative.

B. Personal Leave

Three (3) days absence per year will be allowed with pay for personal reasons. Said absences shall be without reason or explanation. However, such absences shall involve professional judgment and discretion. Any personal days remaining at the end of the school year shall be added to the employee's sick leave accumulation.

This leave shall be granted upon one week's notice to the Superintendent of Schools or designee. Other personal days may be borrowed against future days with the approval of the Superintendent of Schools. Personal Days cannot be taken before or after a holiday without prior approval by the Superintendent of Schools.

C. Maternity Leave

1. Employee uses sick days for absences.
2. Employee files all medical documentation with the Payroll/Benefits Office.
3. Employee's physician determines length of absences from work.
4. Physician's establishes date employee returns to work.
5. Employee either returns to work or requests a Child Rearing Leave.

D. Child Rearing/Parental Leave

1. Employee notifies Payroll/Benefits Office prior to anticipated birth, but no later than actual birth.
2. Leave is without pay.
3. Leave may be granted up to one year, upon Administrative approval and Board of Education action.
4. Extensions may be granted, upon Administrative approval and Board of Education action.

E. Adoption

Contact Payroll/Benefits Office for information on procedure.

ARTICLE VII

Unused Vacation Days Upon Resignation

For all Association members, four weeks written notice must be given for the purpose of resigning, unless mutually agreed upon between the Association member and the Superintendent of Schools.

For twelve month employees, four weeks written notice must be given for reimbursement of up to 30 unused accumulated vacation days at the time of resignation. Reimbursement will be made at employee's current rate of pay.

For twelve month employees, when less than four weeks notice is given, the Association member will forfeit any unused accumulated vacation days.

ARTICLE VIII

Snow Days

In the event of any district-wide unused snow day(s), all members of the association shall be entitled to those days with the following provisions:

- 1) Member desiring to report to work may do so with prior approval of the Superintendent.
- 2) In the event of emergency situations, specific members may, with a minimum of 48 hours notice be directed to report.

For both provisions, equivalent time will be awarded hour for hour and documented by the appropriate supervisor. Earned equivalency time must be used within the quarter it is obtained and is not accumulated from year to year.

ARTICLE IX

Holidays

- A. A total of sixteen (16) paid holidays shall be given each year to 12-month and 11-month employees. A total of (15) fifteen paid holidays shall be give each year to 10-month employees.
- B. Any employee required to work on a holiday shall receive commensurate time off, with prior approval of the Superintendent of Schools or designee.

ARTICLE X

Reimbursement For Use Of Private Vehicles

Employees to conduct school related business would use a school vehicle, when available. If unavailable, the employee will be compensated at the mileage rate set by the Board of Education.

ARTICLE XI

Health Insurance

- A. The District shall provide Health Insurance for employees and their dependents. The premium co-pay shall be a percentage of the total premium as follows:

Salary Range		Percentage
\$20,000	\$29,999	9%
\$30,000	\$39,999	10%
\$40,000	\$49,999	11%
\$50,000	\$59,999	12%
\$60,000	\$69,999	13%

Increases in contribution rates shall take effect on July 1, 2006.

The above table will remain in affect until June 30, 2010.

Effective July 1, 2010, The District shall provide Health Insurance for employees and their dependents. The premium co-pay shall be a percentage of the total premium as follows:

Effective July 1, 2010

Salary Range		Percentage
\$20,000	\$29,999	10%
\$30,000	\$39,999	11%
\$40,000	\$49,999	12%
\$50,000	\$59,999	13%
\$60,000	\$69,999	14%
\$70,000	\$79,999	15%

- B. Any member of the Association hired **prior to July 1, 2006** and who has a **minimum of 15 years of service** with the Beekmantown Central School District will remain at the same percentage rate held at the time of retirement. The percentage rate applied is to the total yearly premium. Each year, retirees will be notified in writing of changes to the annual premium.

Health Insurance coverage provided at the time of retirement must remain the same or at a lower tier level. For example, if retiring with a family plan, the employee may change to a single plan. If retiring with a single plan, the employee may not change to a family plan. If the employee retires with no health insurance coverage, the employee may not acquire health insurance after date of retirement. After notification of retirement, no changes in health insurance may be made. Note: Upon reaching Medicare eligible age, the district will not reimburse the employee for quarterly Medicare costs.

- C. Any member of the Association hired **after July 1, 2006** and who has a **minimum of 20 years of service** with the Beekmantown Central School District will remain at the same percentage rate held at the time of retirement. The percentage rate applied is to the total yearly premium. Each year, retirees will be notified in writing of changes to the annual premium.

Health Insurance coverage provided at the time of retirement must remain the same or at a lower tier level. For example, if retiring with a family plan, the employee may change to a single plan. If retiring with a single plan, the employee may not change to a family plan. If the employee retires with no health insurance coverage, the employee may not acquire health insurance after date of retirement. After notification of retirement, no changes in health insurance may be made. Note: Upon reaching Medicare eligible age, the district will not reimburse the employee for quarterly Medicare costs.

ARTICLE XII

Other Benefits

- A. Tax-sheltered annuities and a flexible spending plan are available to employees.
- B. Liability coverage shall include protection against slander, libel, or some other act resulting in damages other than bodily injury or property damage.
- C. Military Service Credit (Article 20-RSSL) – Any Association member hired prior to July 1, 2006 who was approved for military service credit pursuant to Article 20, will be granted the equivalent of up to a maximum of three years full time service credit towards service in the district.

ARTICLE XIII

Retirement Benefit Compensation

- A. Upon retirement, and subject to the stipulations, limitations, and provisions of this article, employees shall be paid a benefit according to the following schedules and conditions:
1. Ten Month Employees: 100% of \$16,100 multiplied by the number of sick leave days accumulated divided by 160.
 2. Eleven Month Employees: 100% of \$18,800 multiplied by the number of sick leave days accumulated divided by 170.
 3. Twelve Month Employees: 100% of \$21,500 multiplied by the number of sick leave days accumulated divided by 180.
- B. To be eligible for this benefit upon retirement any member of the association hired prior to July 1, 2006, must meet the following criteria and stipulations:
1. The employee must be at least 55 years of age.
 2. The employee must have completed at least 15 years of full time service in the district by the date the employee retires.
 3. The employee must be eligible to retire under the provisions of the New York State Employees' Retirement System.
 4. Benefit compensation may be taken as a lump sum payment in the year in which the employee retires or over a three-year period prior to retirement.
 5. In order to receive the lump sum payment, the employee must provide written notification, not less than 90 work days prior to the date of retirement.
 6. To receive the three year option, the employee must provide written notice by February 1, in order for payment to begin the next school year. The employee must retire at the conclusion of the third year to be eligible to receive this benefit.
 7. Should the employee use sick days during the year, there will be a decrease, in the last payroll, equaling the additional sick days used.
- C. To be eligible for this benefit upon retirement any member of the association hired after July 1, 2006, must meet the following criteria and stipulations:
1. The employee must be at least 55 years of age.
 2. The employee must have completed at least 20 years of full time service in the district by the date the employee retires.
 3. The employee must be eligible to retire under the provisions of the New York State Employees' Retirement System.
 4. Benefit compensation may be taken as a lump sum payment in the year in which the employee retires or over a three year period prior to retirement.
 5. In order to receive the lump sum payment, the employee must provide written notification, not less than 90 work days prior to the date of retirement.
 6. To receive the three year option, the employee must provide written notice by February 1, in order for payment to begin the next school year. The employee must retire at the conclusion of the third year to be eligible to receive this benefit.

7. Should the employee use sick days during the year, there will be a decrease, in the last payroll, equaling the additional sick days used.
- D. Any employee forced to retire due to a life threatening/terminal disability shall on the effective date of retirement receive retirement benefit compensation as if that employee were 55. In order to receive such compensation all criteria and stipulations with the exception of those dealing with notification must apply.
- E. Benefits will be determined based on the employee's last day of employment with the school district.

ARTICLE XIV

Salary

All employees shall receive a 3.75% salary increase for the 2009-2010 school year; 3.75% for the 2010-2011 school year; and 4% for the 2011-2012 school year. In the event that the incumbent in any position terminates or has terminated employment with the District, the Superintendent of Schools shall determine the salary for the replacement.

Method of Payment

10 month employees: 21 equal payments

11 month employees: 26 equal payments

12 month employees: 26 equal payments

ARTICLE XV

Grievance Procedure

A. Declaration of Policy

In order to establish a harmonious and cooperative relationship between the Board of Education and the Association, it is the purpose of these procedures to provide a means for orderly settlement of differences; at the lowest possible administrative level; free from coercion, interference, restraint, discrimination, or reprisal without the necessity of time consuming and costly proceedings before administrative agencies and/or courts.

B. Definitions

1. Employee shall mean any member of the bargaining unit.
2. Employer shall mean the Board of Education of the Beekmantown Central School District.
3. Superintendent of Schools shall mean the Chief School Officer.
4. Grievance shall mean any alleged violation of this agreement or any dispute as to its meaning.
5. Days shall mean work days.

C. Limitations

No written grievance will be entertained as described below and such grievance will be deemed waived unless written grievance is forwarded at the first available stage within thirty (30) work days after the employee knew or should have known of the act or condition on which the grievance is based.

D. Step I

The aggrieved employee shall confer *informally* with their direct supervisor or designee.

E. Step II

1. If the grievance is not resolved *informally*, within five (5) work days after conferring with the direct supervisor or designee the employee may request a *formal meeting* with their direct supervisor or designee. The aggrieved party must submit a written statement of the grievance and other supporting documentation to their direct supervisor or designee within five (5) work days. Thereupon, their direct supervisor or designee will hold a formal hearing at which the grievant and a representative may appear and present oral and written statements or arguments.
2. The determination at the second step of such grievance proceeding will be made by the direct supervisor or designee and communicated to the grievant within ten (10) work days of the written request for review.

F. Step III

The aggrieved party may within five (5) work days of the final determination by their direct supervisor or designee make a written request to the Superintendent of Schools for a review of the determination by their direct supervisor or designee. All written statements and records of the case shall be submitted to the Superintendent of Schools. The Superintendent may hold a hearing to obtain further information regarding the grievance within five (5) work days from the date of the receipt of the request. The Superintendent shall render a decision within fifteen (15) work days.

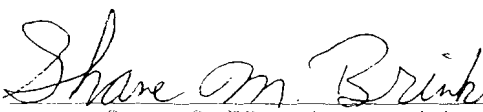
G. Step IV

The aggrieved employee may within five (5) work days of the determination by the Superintendent of Schools make a written request to the Board of Education for a review of the determination of the Superintendent. All written statements and records of the case shall be submitted to the President of the Board of Education. The Board may hold a hearing to obtain further information regarding the case. The Board of Education must render a decision within twenty-five (25) work days after receiving the request for review.

ARTICLE XVI

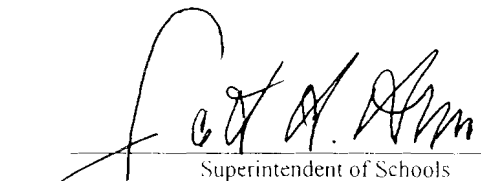
Miscellaneous

- A. All members of the bargaining unit shall be evaluated on an annual basis. All members of the Association shall be evaluated by the Superintendent of Schools or designee. If a member of the Association reports to a supervisor other than the Superintendent of Schools, the evaluation shall include input from their direct supervisor. Performance of employees may be used for commendation, promotion, termination, and/or disciplinary purposes.
- B. A unit member of the bargaining unit may be required to wear a communication device provided and maintained by the School District.


Support Staff Supervisors Association

12-10-09

Date


Superintendent of Schools

12/10/09

Date

