

AGREEMENT

Between The

SUPERINTENDENT OF SCHOOLS

Of The

**MAINE-ENDWELL CENTRAL
SCHOOL DISTRICT**

And The

**MAINE-ENDWELL
SUPPORT STAFF ASSOCIATION
MESSA**



July 1, 2013 through June 30, 2016

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**CONTRACT DEFINITIONS
AND
PROCEDURES**

ARTICLE I - DURATION

This Agreement shall be effective as of July 1, 2013 and shall continue in effect through June 30, 2016 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 four (4) 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. All members of the bargaining unit will be allowed to leave work with no loss in pay, with the exception of one (1) clerical person in each building when students and teachers are sent home early. The clerical staff personnel assigned to stay by either the Superintendent or his/her designee shall be responsible for answering phone calls and facilitating the delivery of students safely to their home should any problems arise. The Superintendent or his/her designee shall make every effort to rotate these assignments amongst the clerical staff at each building.

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.

**RIGHTS
AND
RESPONSIBILITIES**

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.

<p style="text-align: center;">COMPENSATION AND BENEFITS</p>

ARTICLE XIV - HEALTH / DENTAL / VISION INSURANCE

A. HEALTH INSURANCE (ACTIVE EMPLOYEES)

1. The District agrees to provide a health insurance plan to eligible employees in either the Central New York Region-wide Blue Cross/Blue Shield Plan or any other Health Insurance Plan mutually agreed upon by the District and Association. The following cost sharing provisions shall apply:

2013-2014 Unit members' health care insurance contribution will be:

- Individual Plan - Seven percent (7%) of the cost of an individual plan
- Family Plan - Seven percent (7%) of the cost of a family plan

Employer's health insurance contribution will equal:

The balance of the premium subsequent to the deduction of the employee's contribution as referenced in the paragraph(s) above.

2014-2015 Unit members' health care insurance contribution will be:

- Individual Plan - Eight percent (8%) of the cost of an individual plan
- Family Plan - Eight percent (8%) of the cost of a family plan

Employer's health insurance contribution will equal:

The balance of the premium subsequent to the deduction of the employee's contribution as referenced in the paragraph(s) above.

2015-2016 Unit members' health care insurance contribution will be:

- Individual Plan - The lesser of nine percent (9%) of the cost of an individual plan or seven hundred dollars (\$700)
- Family Plan - The lesser of nine percent (9%) of the cost of a family plan or one thousand seven hundred dollars (\$1,700)

Employer's health insurance contribution will equal:

The balance of the premium subsequent to the deduction of the employee's contribution as referenced in the paragraph(s) above.

Should the parties fail to reach a successor Agreement by the conclusion of the 2015-2016 school year, the health care cost sharing rate in effect until a successor Agreement is reached shall be the lesser of nine percent (9%) of the cost of a family plan or one thousand seven hundred dollars (\$1,700) and/or the lesser of nine percent (9%) of the cost of an individual plan or seven hundred dollars (\$700). Once a successor Agreement is reached, the language above shall sunset and the new contribution rate will equal the percentage negotiated by the parties.

The health reimbursement plan which is currently offered by the District to active unit members provides basic Blue Cross/Blue Shield prescription coverage, with copayments of \$5/\$10/\$27 (three-tier prescription plan) and a Major Medical deduction of one hundred dollars (\$100) for individual and three hundred dollars (\$300) for family plans. Reference is made to the Plan description booklet for a description of the benefits.

B. HEALTH INSURANCE (RETIREMENT BENEFIT)

Unit members hired prior to July 1, 2005 will receive and/or will continue to receive retiree health care reimbursement benefits pursuant to the terms and conditions of the contract they retire under. Employees hired after July 1, 2005 must have ten (10) years of continuous service with the School District to be eligible for the retiree health care reimbursement benefit. In order to be eligible for the health care reimbursement benefit, the unit member must retire from the District by drawing his/her pension immediately upon retirement from the District.

Those individuals, who have resigned from Maine-Endwell Central School District, in order to receive retirement benefits from the New York State Employees' Retirement System on account of age and service and are receiving such benefits, shall be entitled to receive health cost reimbursement benefits. The parties acknowledge the Collective Bargaining Agreement does not establish a specific health care plan for retirees. However, the District is required to provide eligible retirees with the "same health cost reimbursement benefits and same health care benefits" as unit members actively employed by the District. The cost sharing rate for individual retirees will be established based on the contribution rate the employee paid during their last year of employment. (The contribution rates for individuals who retire during the 2013-2014, 2014-2015 and 2015-2016 school years will be defined pursuant to the terms and conditions of the attached MOA.) This contribution sharing rate will not change for the duration of the former employees' retirement. The School District will be responsible for the balance of the premiums.

Upon the death of a retiree, a spouse may continue to participate in the District health insurance plan, paying the full charge for an individual benefit plan.

Unit members who retire from the District and who are eligible to participate in the District provided health care reimbursement benefit plan may choose to opt out of the plan. Thereafter, the retired employee may opt back into the District provided health care reimbursement benefit plan (in either the individual or family plan) during the plans open enrollment at the same cost sharing rate they were eligible for at retirement.

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.

The District is not required or responsible to make contribution to any governmental agency, such as the Social Security Administration on account of benefits that 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.

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.

C. HEALTH INSURANCE BUYOUT

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 members 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.

D. DENTAL INSURANCE

The District will provide bargaining unit members an opportunity to participate in the District's Dental Insurance Plan. This plan can cover either the individual or family, and students to age twenty-five (25), Excellus Benefit Services Dental Plan A (or equivalent plan) including Basic, Supplemental Basic, Orthodontics, Periodontics, Prosthetics.

Bargaining unit members will be responsible for paying one hundred percent (100%) of premium cost of the plan selected. Payments will be deducted from an employee's pay in a manner similar to that in which other health care deductions are made.

E. VISION BENEFITS

The District will provide bargaining unit members an opportunity to participate in a plan mutually agreed upon by both parties.

Bargaining unit members will pay one hundred percent (100%) of the premium cost of the plan selected. Payments will be deducted from an employee's pay in a manner similar to that in which other health care deductions are made.

F. 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. In the first year of service, employees shall earn up to twelve (12) days of sick leave, at a rate of one and two-tenths (1.2) days per month or major part of a month worked. (After the first fiscal year of service until the subsequent July 1, employees shall continue to earn sick leave on a prorated monthly basis.) After completion of the employee's first full fiscal year of service, a full complement of sick leave shall be awarded annually on July 1. Sick leave may accumulate without limit.
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, stepparents, 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. Purpose

The purpose of the Sick Leave Bank is to provide additional sick leave days to Maine-Endwell Support Staff Association employees in the event of a prolonged serious illness, injury, accident or operation. The Sick Leave Bank will not be used for optional, elective or voluntary procedures. Days may be requested from the Bank only after the employee has exhausted all his/her accumulated sick time, vacation time and personal business days.

2. Eligibility

All support staff employees working under the terms and conditions of the Maine-Endwell Support Staff Association Collective Bargaining Agreement who are eligible for sick leave benefits and have one (1) year of continuous unbroken service to the District.

3. Funding, Repayment and Participation Rights

- a. The initial funding of the Sick Bank will occur on July 1, 2015. The Sick Bank will be funded as follows. All support staff members will contribute one (1) sick day at 12:01 a.m., July 1, 2015. The District will contribute three hundred (300) days to the Bank.
- b. Subsequent contributions to the Bank will occur as follows: Newly hired employees will contribute one (1) day after completing one (1) year of service with the District. Additionally, each employee will donate one (1) day of their sick leave to the Bank on July 1, of each year and the Board of Education will match the employee group's donation. An accounting of sick time remaining in the Bank will be made each June 30. However, should the Sick Bank contain at least one hundred (100) days on this date, no employee will be assessed nor will the Board.

In the event the Sick Leave Bank is depleted and drops below one hundred (100) days, support staff employees shall be required to donate one (1) day to help refund the Bank. The District will match the donation made by the support staff employees.

- c. The current cap on the number of sick days in the Sick Bank will be four hundred (400) days.

- d. Support staff employees who borrow from the Sick Leave Bank shall be required to reimburse the Bank on July 1 of each school year as follows:

<u>Balance of Days Owed</u>	<u>Repayment Amount</u>
1-10 days.....	1
11-30 days.....	2
31-50 days.....	3
51-100 days.....	4
101 + days.....	5

- * Support Staff employees with an existing balance under the old Sick Bank system will be responsible for reimbursing the Bank in accordance with the above-referenced provisions.
- * Support employees having a balance due, can elect to repay the Sick Bank in a more expeditious fashion by notifying the District Office and accelerating the repayment schedule.

- e. An employee will lose the right to use the benefits of the Bank by:
 1. Termination of employment with the Maine-Endwell Central School District.
 2. Suspension without pay during the period of suspension.
 3. Any abuse or misuse of the rules of the Sick Leave Bank.

4. Sick Leave Bank Committee

- a. The Sick Leave Bank Committee will consist of three (3) members including the Superintendent of Schools or his/her designee, and two (2) members of the Maine-Endwell Support Staff Association. The bargaining unit members on the Committee will be appointed by the Maine-Endwell Support Staff Association Executive Committee.
- b. The School Physician will serve in an advisory capacity to the Sick Leave Bank Committee on an as needed basis.
- c. To be approved for membership on the Sick Leave Bank Committee an employee must have a good attendance record.
- d. The Sick Leave Bank Committee will meet on an as needed basis to consider qualified requests.

- e. The Committee shall determine the number of days approved up to fifteen (15) per request and reserves the right to approve, disapprove, or modify the days requested.
 - f. The Committee may refuse to consider an application that does not contain the required information.
 - g. Any decision of the Sick Leave Bank Committee is final and shall not be subject to the grievance procedure.
5. Use of Sick Bank
- a. The maximum number of days a participant can draw from the Sick Leave Bank will be capped at two hundred (200) for the first ten (10) year employment period beginning on the employees 1st anniversary of employment. There shall be a maximum lifetime cap of three hundred (300) days. Days repaid to the Sick Bank will not count towards this cap. (This maximum lifetime cap of three hundred [300] days will not include days used by employees under the old Sick Bank system.)
 - b. Employees must use all available sick leave, vacation time and personal business leave prior to receiving days from the Sick Bank. An employee who suffers a qualifying event, which extends at least ten (10) days beyond the available sick leave, may apply for a grant from the Sick Leave Bank on the appropriate form. If leave is granted by the Sick Bank Committee, benefits will be retroactive to the first day of need.
 - c. If an employee does not use all of the days granted from the Sick Bank, the unused Sick Leave Bank days will be returned to the Sick Bank.
 - d. The Sick Leave Bank may only be used for the employee's own personal illness.
 - e. Sick leave from the Sick Leave Bank may not be used for disabilities that qualify the employee for Workers' Compensation Benefits. (Sick Leave Bank participants receiving sick leave in lieu of Workers' Compensation, due to a contested claim, will be responsible for reimbursing the Sick Bank should they be awarded Worker's Compensation.)

- f. Each separate application for a grant from the Bank must include a new physician's statement and an application on an appropriate Sick Leave Bank Form.
- g. All requests to draw upon the Bank must be made upon a Sick Leave Bank Request Form and be submitted to the Committee.
- h. All requests to draw upon the Bank must be accompanied by the Sick Leave Bank Physician's Statement confirming the cause of illness or confinement and certifying the existence of a disability to perform assigned duties. The employee's physician must personally sign the form. The Committee will not honor any physician's statement unless it is on the official Sick Leave Bank Physician's Statement Form.
- i. The Sick Leave Bank Committee shall have the right to request additional medical information if it deems such information necessary as well as the right to have the applicant examined by a School Physician or a physician designated by the School Physician. This physician's report is to be sent directly to the Superintendent of Schools to be submitted to members of the Committee for action.
- j. In case an employee's incapacity is of such a nature that he/she cannot personally apply with the Sick Leave Bank, his/her application may be submitted to the Committee by his/her agent or member of his/her family on his/her behalf.

6. Donations

- a. Employees who retire from the District who are not eligible for the retirement benefit in Article XVI, Section G of this Agreement, or who have excess sick days after participating in the retirement benefit, will have fifty percent (50%) of the balance of their unused/unpaid sick leave deposited in the Sick Leave Bank. Employees who resign from their employment will have fifty percent (50%) of the balance of their unused sick leave deposited in the Sick Leave Bank.
- b. An employee may donate accumulated sick leave to the Bank.
- c. An employee may also donate sick leave to a designated needy recipient a number of sick leave hours with the Sick Leave Bank Committee's expressed approval. The decision of the Sick Leave Bank Committee is final.

7. Forms and Guidelines

- a. All forms (Sick Leave Bank Request Form and Physician's Statement Form) shall be available in any School District Office and shall be sent to any employee at his/her request.
- b. Copies of all completed forms shall be kept on file in the District files of the Sick Leave Bank in the office of the Superintendent of Schools.
- c. The Superintendent of Schools shall maintain all records regarding the operation of the Bank and will function as the Sick Leave Bank Committee Representative. A report on the status of the Sick Leave Bank will be made available to Sick Leave Bank Committee members upon request.

These guidelines may be amended upon recommendation of the Sick Leave Bank Committee followed by the approval of the Superintendent of Schools and the Maine-Endwell Support Staff Association Executive Committee.

Procedures for deciding any questions not covered herein: Any questions concerning regulations or application for sick leave days that may arise after adoption of this policy and not specifically covered herein, shall be submitted to the Sick Leave Bank Committee for consideration.

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 three (3) months written notice is given to the District prior to the retirement.

2. Payment is based on the following formula:

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

*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. 2013-2016 SALARY

For the period beginning July 1, 2013, and ending June 30, 2016 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.

Salary increases for bargaining unit members making over \$15,000 a year:

2013-2014	2.95%*
2014-2015	3.00%*
2015-2016	3.65%*

Salary increases for bargaining unit members making under \$15,000 a year:

2013-2014	\$425*
2014-2015	\$450*
2015-2016	\$555*

Salary increases for bargaining unit members working less than 25 hours per week:

2013-2014	\$200*
2014-2015	\$200*
2015-2016	\$200*

* All negotiated increases will be added to the employees' base salary.

* Increases to salaries and health care contribution deductions for the 2013-2014 and 2014-2015 school years will be retroactive to July 1, 2013 and be paid in a separate pay check for both active employees and retired employees returning as substitutes.

* Retired bargaining unit members employed as substitutes (to provide coverage for the District) will be compensated at a rate equal to the starting rate of pay plus an additional two dollars (\$2.00) per hour in recognition of their former service to the District.

Those teacher aides and program aides who are assigned toileting duties and/or assist students with their menstrual cycle as a normal part of their job for a particular student for a semester/school year or part of a semester/school year shall be paid an additional seventy-five cents (75¢) 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 ten (10) 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.
- D. For the calculation of completed years of continuous service in the chart above, for vacation entitlement purposes, twelve (12) month employees who had prior service with the School District will have their vacation determined by having all of their months of service to the School District in any capacity added up and divided by twelve (12) to determine their years of service. When making this calculation, part-time service to the School District will be pro-rated. Any additional days awarded due to this calculation method will be allotted retroactively back to July 1, 2013. For those employees earning any retroactive days during this contract, those days will be carried forward and paid out to the employee when they resign or retire from the District.

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.

G. DAMAGE TO PERSONAL PROPERTY

The School District will reimburse employees for personal property (i.e., glasses, clothing, and other personal belongings) damaged or destroyed by a violent or aggressive student during the employee's performance of their job duties. The maximum reimbursement shall be one hundred fifty dollars (\$150) per occurrence. This provision shall not apply to an employee's personal cell phone unless the use of that phone for the performance of school related duties has been authorized by their supervisor or the teacher they are supporting.

**APPENDIX A
MEMORANDUM OF AGREEMENT - INSURANCE FOR RETIRING EMPLOYEES**

MEMORANDUM OF AGREEMENT

THIS IS AN AGREEMENT entered into by and between the Maine-Endwell Central School District (the "District") and the Maine-Endwell Support Staff Association (the "Association"), collectively referred to herein as the Parties.

WHEREAS, the Parties have engaged in collective negotiations regarding the provisions of Article XVIII, Paragraph A of their current Collective Bargaining Agreement; and

WHEREAS, the Parties have reached a resolution to this matter, were fully represented in such deliberations, and had all the terms and conditions herein contained thoroughly explained and fully understand the meaning thereof; and

NOW THEREFORE, in consideration of the mutual undertakings and covenants herein contained, the Parties stipulate and agree as follows:

1. This Agreement is effective from the date of its execution.
2. This Agreement shall apply only to the following unit members who retired or will retire during the 2013-2014 school year (a. below), 2014-2015 school year (b. below) and 2015-2016 school year (c. below);
 - a. Maureen Slocum and Angelica Holland and any others,
 - b. Cindy McKinney, Marilyn Kent-Cohen,
 - c. Any and all individuals retiring during the 2015-2016 school year.
3. The Parties agree the unit members' referenced in item #2 of this Agreement shall receive retiree health care benefits from the School District in accordance with the cost provision of this Agreement and not in accordance to the cost provisions of the successor Agreement negotiated subsequent to the expiration of the 2008-2013 Collective Bargaining Agreement. These rates will be frozen at a flat dollar amount for the duration of their retirement. The fixed flat dollar contribution amount applicable to the unit members in Section 2 a. will be either one thousand three hundred dollars (\$1,300) for a family plan or five hundred and twenty-seven dollars (\$527) for an individual plan. The fixed flat dollar contribution amount applicable to the unit members in Section 2 b. will be either one thousand five hundred four dollars (\$1,504) for a family plan or six hundred six dollars (\$606) for an individual plan. The fixed flat dollar contribution amount applicable to the unit members in Section 2 c. will be either one thousand seven hundred dollars (\$1,700) for a family plan or seven hundred dollars (\$700) for an individual plan.

4. The Association has reviewed the contents of this Agreement and has approved the terms and conditions set forth herein.

5. This Agreement shall represent the full and complete agreement between the Parties and can only be modified in writing by the Parties.

IN WITNESS WHEREOF, the Parties have hereto set their hands and seals on the day and date written below.

FOR THE DISTRICT



Jason Van Fossen
Superintendent of Schools

10-21-2015

Date

FOR THE ASSOCIATION



Sheri Hohn
Association President

10/19/15

Date

**APPENDIX B
HEALTH INSURANCE SIDE LETTER OF CLARIFICATION**

LETTER OF CLARIFICATION

The purpose of this letter is to provide clarification to the recent change made to the health insurance provisions of the Maine-Endwell Support Staff Association contract. The Parties agree that upon the expiration of the 2013-2016 Collective Bargaining Agreement, if a successor agreement is not entered into prior to July 1, 2016, that the contribution rate for Association members toward the annual health insurance premium shall be the lesser of either nine percent (9%) of the cost of a family plan or one thousand seven hundred dollars (\$1,700) and/or nine percent (9%) of the cost of an individual plan or seven hundred dollars (\$700).

The Parties further agree that upon reaching a successor Collective Bargaining Agreement to the 2013-2016 contract the cap of one thousand seven hundred dollars (\$1,700) or seven hundred dollars (\$700) shall sunset and be eliminated, and Maine-Endwell Support Staff Association bargaining unit members shall pay a minimum of nine percent (9%) toward their annual health insurance premium.

IN WITNESS WHEREOF, the Parties have hereto set their hands and seals on the day and date written below.

FOR THE DISTRICT

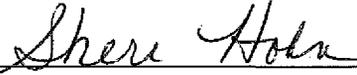


Jason Van Fossen
Superintendent of Schools

10-21-2015

Date

FOR THE ASSOCIATION



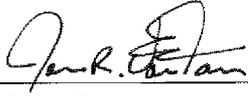
Sheri Hohn
Association President

10/19/15

Date

SIGNATURES

FOR THE MAINE-ENDWELL CENTRAL SCHOOL DISTRICT



Jason Van Fossen
Superintendent of Schools

10-21-2015

Date

FOR THE MAINE-ENDWELL SUPPORT STAFF ASSOCIATION

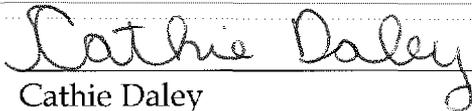


Sheri Hohn
Association President

10/19/15

Date

Appropriate Resolution under Section 204a of the Taylor Law Passed by Board of Education on May 14, 2015.



Cathie Daley
Clerk, Board of Education

10-19-15

Date

