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GEN / 6039

AGREEMENT

Between the

**RICHFIELD SPRINGS CENTRAL
SCHOOL DISTRICT**

AND

**RICHFIELD SPRINGS SUPPORT
STAFF ASSOCIATION**

July 1, 2014 – June 30, 2017

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ARTICLE I – APPLICABLE LAW

- 1:01 The New York State Civil Service Law, Section 14 of the Public Employees Fair Employment Act, the rules and regulations of the State Commissioner of Education, and all Statutory provisions of the state laws consistent with the functioning and administration of the Richfield Springs Central School District will apply under the terms of the contract.

ARTICLE II – RECOGNITION

- 2:01 The Board recognizes the Richfield Springs Central School Support Staff as the exclusive bargaining agent and representative for and on behalf of all Support Staff employees excluding District Treasurer and Confidential Secretaries.
- 2:02 The term "employees" refers to the following positions: Cafeteria Manager, all cafeteria personnel, Head Mechanic/Driver, Bus Driver, Teacher Aide, Teaching Assistant, Superintendent of Buildings and Grounds, Custodian, Cleaner, Cleaner/Maintenance, Custodian/Driver, Maintenance/Driver, Mechanic/Driver, and Cafeteria/Driver.
- 2:03 As a condition for continuation of recognition, the RSCS Support Staff shall submit to the Superintendent, with a copy to the Board of Education, by December 1st during each school year of the term of this agreement a verified statement of the number of members of the RSCS Support Staff showing a membership of more than fifty percent (50%) of the Support Staff regularly employed by the school district.
- 2:04 This recognition shall not impair the rights of any employee or group of employees under the Constitution or Civil Service Laws of New York State.

ARTICLE III – NEGOTIATION PROCEDURE

- 3:01 A good faith effort will be employed by each party in order to reach agreement on all matters raised by either party concerning the terms and conditions of the Support Staff employees' employment.
- 3:02 In the spirit of good faith negotiation, each party will mutually pledge in writing that their representatives (negotiators) have the necessary power and authority to make and consider proposals and counter proposals, and to reach compromises in the course of negotiations subject to the provisions listed under Negotiation Procedure.
- 3:03 Furthermore, the parties accordingly agree to cooperate in arranging meetings of mutual convenience as to date, frequency, starting time and duration of each meeting.
- 3:04 The procedure to be employed in the conduct of the negotiating sessions will be developed by mutual agreement of the parties and will follow wherever possible the format established in New York State.

- 3:05 During negotiations, the Richfield Springs Central School District, and the RSCS Support Staff will present relevant data, exchange points of view, and make proposals and counter proposals.
- 3:06 "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." The term "Legislative Body of the government," in the case of school district, means the Board of Education.
- It is agreed that the agreement reached by the representative negotiating teams must be ratified by the majority of the membership of the Richfield Springs Central School Support Staff and the Board of Education prior to its approval.
- 3:07 In the event the parties are unable to reach agreement in accordance with Section 2:09 of the Taylor Law, the State Public Employment Relations Board will be requested to assist the parties in reaching agreement.
- 3:08 This agreement may be altered, changed, added to, deleted from, or modified only through the voluntary, mutual consent of the parties in a written and signed amendment to this agreement.
- 3:09 If any provision of this agreement or any application of this agreement shall be found contrary to law, then such provision or application will not be deemed valid and subsisting except to the extent permitted by law, but all other provisions and applications will continue in full force and effect.
- 3:10 The Richfield Springs Central School District will provide a copy of this agreement to each employee employed within four (4) weeks after ratification of this agreement or upon commencement of employment, if such occurs later.
- 3:11 The legislative body of the Richfield Springs Central School District holds regular meetings twice monthly. A member of the RSCS Support Staff may be present at these meetings of the Board of Education.
- 3:12 Negotiations towards a new contract must be initiated by making written or oral proposals no earlier than January 15th of the final year of the agreement.
- 3:13 Both the RSCS Support Staff and the Board of Education will submit proposals at the first meeting and no new proposals may be submitted after the second meeting.
- 3:14 The RSCS Support Staff negotiating team shall consist of the officers of the RSCS Support Staff and a representative of each of the following four groups: custodial, transportation, teacher assistants/teaching aides and cafeteria.
- 3:15 Definitions – Parties to be defined as the RSCS Support Staff Negotiating Team and the representatives of the RSCS District

ARTICLE IV – CLASSIFICATIONS AND JOB DESCRIPTIONS

- 4:01 Classifications have been established for each Support Staff position based on a study made by the New York State Civil Service Commission in 1966.

- 4:02 Information pertaining to classifications and job descriptions may be obtained from the office of the Superintendent. This description shall state the basic responsibilities for each position.
- 4:03 Announcements of all vacancies within the bargaining unit will be presented to the president of the Support Staff.
- 4:04 In the filling of vacant positions within the bargaining unit, the school district agrees to give due consideration to the professional background and experience, seniority, and attainments of all applicants.
- 4:05 New employees will have an opportunity to study the classification and job description for a particular vacancy, if possible.
- 4:06 All written evaluations of Support Staff personnel must be submitted to them for their signature as proof of their having been evaluated. Space must be provided for any comments he or she wishes to make.

ARTICLE V – DEFINITIONS

- 5:01 **Full time personnel** are any employees that work six (6) hours or more per day (five (5) days per week) on a regular basis.
- 5:02 **Part-time Personnel** are any employees that work fewer than six (6) hours daily on a regular or irregular basis.

ARTICLE VI – EMPLOYEE BENEFITS

6:01 **Social Security**

All employees shall be eligible for Social Security benefits as prescribed by law.

6:02 **New York State Employees' Retirement System**

All employees, except teaching assistants, covered by the agreement may be members of this retirement system. Teaching assistants will be covered by the New York State Teachers' Retirement System. The Board of Education agrees to contribute the school district's share in accordance with the law.

6:03 **Health Insurance**

All present employees of the unit are eligible to participate in the health insurance program outlined below. New employees hired after July 1 1993, must work a minimum of twenty (20) hours or more per week on a regular basis or be a Bus Driver to be eligible for health insurance coverage under this Section and Sections 6:04 and 6:05

New employees hired after July 1, 2014 must work a minimum of thirty (30) hours per week or be a Bus Driver to be eligible for health insurance coverage under this Section and Sections 6:04 and 6:05.

1. An insurance package provided by Excellus Blue Cross-Blue Shield or equivalent will be available to all employees consisting of:
 - a. A plan for hospital and medical expenses;
 - b. Prescription Drug Coverage: Effective July 1, 2014, prescription drug co-payments will be as follows: \$5 generic/\$15 preferred/ \$30 non-preferred retail/ 30-day supply and \$10 generic/\$30 preferred/ \$60 non-preferred mail order/90-day supply. (3T5 Herkimer Consortium Plan Code)
 - c. All active employees who are currently eligible to participate in the District's health insurance plan will be given a Unum Life Insurance/Accidental Death and Dismemberment Policy (#0118668) or equivalent at no cost to the employee.
2. Any change in plan or carrier shall be by mutual agreement of the parties.
3. Individual employees may choose to substitute another approved HMO for the Excellus Blue Cross-Blue Shield equivalent. Changes in health plans may be made no more than once per year. The District will pay individual premiums for other plans in an amount not to exceed the cost of the Utica Blue Cross Blue Shield Plan premiums for the same year. For family plans, the district will pay such an employee's premium in an amount equal to, but not greater than the Utica Blue Cross Blue Shield Plan premium for the same year.
4. Buyout – The RSCS District will offer a health insurance buy-out to all unit members. The buyout will consist of a \$500.00 payment to any unit member that voluntarily cancels his/her individual plan or family plan as well as to employees eligible for health insurance but currently not enrolled. The buyout option will be offered to employees each year in June during the life of this agreement.
 - a) An employee electing no insurance coverage through RSCS must be enrolled in another bona-fide insurance plan and present proof of coverage at the time of election and must sign a waiver absolving the RSCS from liability for uninsured medical costs.
 - b) Buyout payments will be made in the last June paycheck of the fiscal year in which the employee has elected the buyout. New hires, not starting on July 1 or September 1, will receive a pro-rated buyout based on their start date.
 - c) Employees who elect the buyout and then have a change of circumstances necessitating that they again have coverage through the RSCS will be reenrolled as provided by the insurance carrier's criteria and their buyout amount will be prorated accordingly.
 - d) Employees resigning employment during the fiscal year will receive a prorated buyout payment.
 - e) Employees must complete a Health Insurance Option Form if he/she wishes to participate in the buyout.
 - f) This buyout option is only available to employees eligible under provisions of this contract to participate in the District's health insurance program.

- 6:04 Effective July 1, 2014, all employees in the District, other than those identified in the paragraph below will have annual contribution rates of 5% individual, and 20% for family coverage.

All eligible employees hired after January 1, 1997, shall contribute 10% of the annual premium for employees and 30% of the annual premium for family coverage for the first three years of employment in the District. At the conclusion of their third year of employment, the annual contribution rates shall be 5% for individual coverage and 20% for family coverage.

In cases where both spouses work for the District and elect to take Health Insurance, only one spouse can take the family plan.

6:05 **Dental Insurance**

The School District will pay five dollars (\$5) per participating employee per month towards the Ameritas Life Insurance Corporation of New York Plan or equivalent.

- 6:06 Any physical exam required by the Board of Education of current employees will be provided by the school physician at no cost to the employee, but employees may use their own physician at their own expense. The cost for a pre-employment physical examination required of a prospective employee will be the responsibility of the prospective employee.

- 6:07 Payroll deductions will be made to the financial institution of the employee's choice upon the request of the unit member. The request for deductions may be made or changed at any time, administratively permitting. Any personnel hired during the school year will have the option of joining the financial institution of their choice and have deductions made.

6:08 **Local Retirement Benefit**

1. Any RSSSA member retiring into the New York State Teachers' Retirement System or the New York State Employees' Retirement System who meets the following requirement shall be eligible for the retirement benefit.

- a. All employees covered under this agreement who have been credited with ten (10) full years of service in the Richfield Springs Central School District prior to notifying the Superintendent of his/her intent to retire. A "full year of service is defined as the employee's normal work year (ten (10) months or twelve (12) months); and
- b. The employee shall notify the Superintendent, in writing, of the intent to retire by September 1st of the school fiscal year in which he/she plans to retire. The employee may retire and the retirement may take effect at any time during the school fiscal year. The employee shall be required to give sixty (60) days notice, in writing, to the Superintendent prior to termination of service. The Superintendent reserves the right to waive this notice.

2. The retirement benefit for payment for accumulated unused sick days applies to employees having a balance of at least 50 days at the time of retirement. The benefit will be paid as follows: (See Article X, Sections 10:01 and 10:02 for maximum pay out.)

0 -100 days	thirty-five dollars (\$35.00) per day
101-175 days	forty-five dollars (\$45.00) per day
176 -220 days	fifty - five dollars (\$55.00) per day

Payment will be made in the amounts identified above for each of the unused days per the schedule. For example, if an employee has 200 unused days he/she will be paid \$35 for the first 100 days, \$45 for the next 75 days and \$55 for the remaining 25 days.

3. Payment of this benefit will be made no later than January 1 of the school fiscal year immediately following the effective date of retirement (with agreement by both parties).
4. Employees retiring on or after July 1, 2014, will receive District payment for health insurance in retirement according to the following schedule:

Employees with 15-20 years of service	50% ind./35% family
Employees with >20 to 25 years of service	70% ind./50% family
Employees with >25 to 29 years of service	90% ind./70% family
Employees with 30 or more years of service	100% ind./80% family

- 6.08 Support Staff who retire between July 1, 2014 and June 30, 2017 shall receive a retirement bonus of \$100.00 per year for each year of District employment.
- 6.09 The District shall establish a flexible spending plan pursuant to IRS (125) regulations. Such plan may be administered by Preferred Group Plans or equivalent, unless otherwise agreed by the parties. This Plan may be utilized for premium payments, dependent care, and non-reimbursed medical expenses.

ARTICLE VII – LABOR MANAGEMENT COMMITTEE

- 7:01 The RSCS Support Staff Association shall provide one (1) person from each employee category to serve on a liaison committee, which will meet with the Superintendent or designate upon his/her request.
- 7:02 The names of the members of this committee shall be given to the Superintendent or his/her designee not later than September 15th of each school year during the length of this agreement.

ARTICLE VIII- WORKING CONDITIONS

8.01 All Employees

The district will provide orientation for new employees and present employees upon reassignment before they begin their duties. All employees must attend mandated training that will be provided at no cost to the employee. Should such training be located at a site other than on district property, the District will compensate the employee for portal-to-portal travel in accordance with District policy and rates.

8.02 Maintenance / Custodial Employees

1. Full-time custodial employees shall work an eight (8) hour day and a forty (40) hour week. Employees who work beyond a forty (40) hour week will be compensated at a time and one-half rate for Saturdays and Sundays and at double time for holidays.
2. Work schedules during the school year for custodial employees shall be established by the administration with the assistance of the Superintendent of Buildings and Grounds.
3. All cleaners shall have the opportunity to take the custodial exam as offered by the Otsego County Civil Service Commission. The successful passing of this examination will not change the employee's status with the Richfield Springs Central School District.
4. The District will provide full time Custodial Staff with a clothing allotment of \$250.00 per year for the purchase of clothing that must be worn on a daily basis. Details of clothing are to be mutually agreed upon by administrators and members of the bargaining unit. It is agreed that shirts/blouses with the school logo will be made available to the employees at district cost. Style, brand and color of pants/slacks will be decided collaboratively by staff and administration. Clothing damaged in the course of employment will be replaced by the district at no cost to the employee. Normal wear and tear excluded. A \$75.00 work shoe allotment will be provided annually for full time employees.

8.03 Cafeteria Employees

1. The Cafeteria Manager shall work an eight (8) hour day and forty (40) hour week. Food Service Workers and Cooks shall be on duty a minimum of six (6) hours a day and thirty (30) hours a week. This time shall include a one-half (1/2) hour unpaid lunch period daily. Food Service Workers or Cooks who substitute in the absence of the Cafeteria Manager shall be compensated at their regular hourly rate for the time worked. All employees who work beyond a forty (40) hour week

will be compensated at a time and one-half rate for hours worked beyond forty (40) in a work week and at a double time rate for holidays.

2. Work schedules for cafeteria employees shall be established by the administration with the assistance of the cafeteria manager. The cafeteria manager will serve on an eleven (11) month contract during the life of this agreement.
3. The time schedule for the manager for the additional one month during the summer will be established by the administration.
4. The District will provide full time Cafeteria Staff with a clothing allotment of \$250.00 per year for the purchase of clothing which must be worn on a daily basis. Part time food service employees will be provided with a \$50.00 clothing allotment for shirts/blouses purchased at District cost from the District. Details of this clothing are to be mutually agreed upon by administration and members of the bargaining unit. It is agreed that shirts/blouses with the school logo will be made available to the employees at District cost. Style, brand and color of pants/slacks will be decided collaboratively by staff and administration.

Clothing damaged in the course of employment will be replaced by the District at no cost to the employee. Normal wear and tear excluded. A \$50.00 allotment for suitable work shoes will be provided annually for all food service employees.

8:04 **Transportation Employees**

1. The full-time transportation employees in the Richfield Central School District shall work an average eight (8) hour day and an average forty (40) hours per week. Summer work schedules and days when school is not in session because of snow days, holidays, conference days, etc., shall be established by the administration with the assistance of the head mechanic/driver. All employees who work beyond a forty (40) hour week will be compensated at a time and one-half rate for hours worked beyond forty (40) in a work week and at a double time rate for holidays.
2. Bus drivers will report for work according to the bus schedules for which they are responsible. Routes should be planned so that the buses arrive on school property to coincide with the instructional day. Loading and unloading times will be determined by the administration.
3. The Bus Drivers will allow ample time to fuel up the buses as needed maintaining at least one half (1/2) tank in the winter and no less than one fourth (1/4) tank otherwise.
4. During the normal workday, the District will attempt to assure coverage in the bus garage or one of the school offices in the event that the Transportation Director is on a run.
5. Drivers in Class I shall be those with more than three (3) years of service after their permanent Board appointment. Drivers in Class II have less than three (3) years of service after their permanent Board appointment. The District reserves the right to hire individuals directly to the Class I salary rate in the event of a recruitment hardship or difficulty. In such cases the District will notify the Association in advance of its intent to do so.
6. Full time transportation employees and bus drivers will be provided with a \$50.00 clothing allotment annually for the purchase of a District jacket or shirts/blouses in

accordance with guidelines stated above for custodial and cafeteria employees

The District will provide and maintain uniform shirts and pants daily for each full-time transportation employee.

7. The District will purchase one (1) pair of safety shoes per year for each full-time transportation employee – 50% not to exceed \$30.

8:05 **Teaching Assistants**

1. The normal workday for teaching assistants will be 6.5 hours and an additional unpaid one-half (1/2) hour break for lunch with the exception of those employees who have a different workday by prior agreement. Exact beginning and ending times will be established by the Superintendent of Schools to allow for any future changes in student class schedules.
2. Teaching assistants will not be expected to act as substitutes in the regular classroom or study halls on a regular basis. Every effort will be made not to change regular assignments, however, the District reserves the right to assign teaching assistants as substitutes as need arises.
3. Attendance on Superintendent Conference days, in-service sessions, and District open houses will be required of teaching assistants at the discretion of the administration. As far as practical, two weeks prior to the scheduled Superintendent's Conference Days, the administration will provide all Teaching Assistants with information pertaining to relevant in-service options and appropriate off site clinics/conferences which will serve to enhance the Teaching Assistant's ability to perform their professional duties at the highest possible standards, as mandated by New York State.
4. As far as practical, every effort will be made to notify Teaching Assistants by August 15 either through mail to their home address or by telephone of their contemplated/tentative assignments for the new school year.
5. Assignment changes because of unforeseen circumstances can be made by the administration after discussion with the parties involved.
6. The District agrees to a \$500 one-time reimbursement during the term of this contract to a Teaching Assistant receiving a Teaching Assistant Certification to a new level. This payment will be issued upon receipt/confirmation of change in certification level. This clause will sunset on June 30, 2017 unless extended by mutual agreement of the parties.

8:06 **Teacher Aides**

1. Aides will be employed to assist with the operation of the educational system. The duty of the aide is varied and may include but not be limited to the following areas: classroom, library, office, cafeteria, hall, playground, etc.
2. Assignment changes because of unforeseen circumstances can be made by the administration after discussion with the parties involved.
3. Attendance on Superintendent Conference days, in-service sessions, and district open houses will be required of teacher aides at the discretion of the administration.

4. The normal workday for teacher aides will be 6.5 hours and an additional unpaid one-half (1/2) hour break for lunch with exception of those employees who have a different workday by prior agreement. Exact beginning and ending times will be established by the Superintendent of Schools to allow for any future changes in student class schedules.
- 8:07 Work schedules for all other personnel covered by this agreement shall be established by the administration. The summer work schedules and days when school is not in session because of snow days, holidays, conference days, etc., will be established by the administration. The district reserves the right to adjust the starting and stopping times of all work schedules by one-half (1/2) hour.
- 8:08 Coffee breaks should be taken at approximately mid-morning, mid-afternoon, mid-evening, and should not exceed fifteen (15) minutes in length.

ARTICLE IX- VACATIONS AND HOLIDAYS

- 9:01 The following will be observed as holidays:

New Year's Day	1 day
Martin Luther King Day	1 day
Presidents' Day	1 day
Holy Friday	1 day
Memorial Day	1 day
4 th of July	1 day
Labor Day	1 day
Columbus Day	1 day
Veterans' Day	1 day
Thanksgiving (and day after)	2 days
Christmas	2 days

- 9:02 Snow days and conference days will be considered as regular working days for all Support Staff employees except bus drivers, teacher aides, teaching assistants, cafeteria workers, at the discretion of the administration. On snow days, all custodial/maintenance employees will report for work at their regularly scheduled time unless otherwise directed by the Superintendent of Schools or his/her designee. They will perform their regular duties and any others as assigned.

Employees responsible for snow removal will be provided with a \$25.00 inconvenience stipend for each snow day event in which they must come in to perform snow removal duties. This stipend is intended only for employees doing snow removal duties and is in addition to their current method of payment including overtime.

- 9:03 After one (1) year of service, an employee on full-time who works twelve (12) months annually will be entitled to a ten (10) day vacation.
- 9:04 In addition to a regular ten (10) days vacation, an additional five (5) days of vacation will be granted to full-time employees who have completed six (6) years of continuous, satisfactory service with the district.
- 9:05 In addition to the fifteen (15) days vacation allowed in Sections 9:03 and 9:04, one (1) day for each year of continuous, satisfactory service after twelve (12) years for a total annual vacation of twenty (20) days after seventeen (17) years of service.

- 9:06 Vacation days must be used during the school year following the year in which they are earned. If unused, such days shall not be accumulative. Vacation requests must be made in writing and approved in advance by the administration by July 1st of the new fiscal school year. All requests for vacation time must be submitted to the supervisor at which time it will be discussed with the Superintendent of Schools. If more than one request is made for the same time, the person with seniority has priority.
- 9:07 The District will allow employees in this Unit to either roll over up to five (5) days of unused vacation or be compensated up to five (5) days at sick leave rate or a combination of the two with an overall limitation of five (5) days. To be eligible employees must be eligible to earn three (3) or more weeks of vacation in accordance with requirements elsewhere in this contract. Roll over days must be reconciled by September 1 of the following school year.

ARTICLE X- TEMPORARY ABSENCES

10:01 Sick Leave

Each new employee hired during the school year will accumulate one (1) sick day per month of employment until the start of the next school year (July 1st). Thereafter, full-time employees will receive thirteen (13) days of sick leave annually. The total accumulation of sick days shall not exceed two hundred (220) days.

Each employee working regularly on a part-time basis will receive one half (1/2) day of sick leave benefits or six and one-half (6.5) days of sick leave annually to a maximum of one hundred (110) days.

Personal sickness and a sickness in the family are *primary reasons* for the existence of the sick leave policy. When taking time off for personal sickness, the employee must be confined at home or in a nearby hospital in the case of accidents necessitating the use of the nearest hospital.

Doctors Note All unit members absent by reason of sickness as defined in this section will be required to provide a doctor's note to certify fitness for duty if such absence is for three (3) or more days or if there are absences indicating a pattern of sick leave abuse.

10:02 Family illness leave

In the case of sickness in the family, an employee may use a maximum of 10 days each year of his/her accumulated sick leave. These days will be deducted from the employee's accumulated sick time. The family is defined as father, mother, sister, brother, husband, wife, children, mother-in-law, father-in-law, grandparents, and grandchildren. In the case of a serious medical condition in the family, the employee may submit a request to the Superintendent to use up to an additional 10 days of his/her accumulated sick leave each year. The phrase serious medical condition shall have the meaning assigned in the Family Medical Leave Act. When taking time off for family sickness, the employee must be providing care to a family member that is confined at home, in a hospital or a rehabilitation facility.

10:03 Accumulated Sick Leave Days

At the start of each school year and mid-year, all employees will be furnished with notice of the total number of accumulated sick days.

10:04 **Sick Leave Bank**

The Sick Leave Bank is for the purpose of making available additional sick leave in extraordinary situations to unit employees who have exhausted their accumulated sick leave which would provide an income equal to the individual's salary

Unit members with one (1) or more years of service in the district (said year of service to commence with the date of employment) may contribute two (2) days of accumulated sick leave to the Sick Leave Bank. Contributions and replenishment shall be made by written notification to the Sick Leave Bank Committee (as hereinafter established) and the Superintendent not later than November 1st. Employees who do not contribute shall not be eligible to participate in the benefits of the Sick Leave Bank.

If an employee retires, he/she will receive payment at the rate spelled out in the current agreement for his/her two (2) unused sick days, which also will be removed from the Sick Leave Bank.

Replenishment of the Bank shall be made only when the total number of days has been depleted. The bank may be replenished by contributions of two (2) days per employee, to be made by written notification to the Sick Leave Bank Committee and the Superintendent.

The Sick Leave Bank shall be administered by a Committee of two (2) members appointed by the Association and two (2) members appointed by the Superintendent. The Committee shall maintain a current inventory of available sick bank days and make determinations regarding all applications to use said days. Sick leave days granted by the Committee shall not exceed ninety (90) days per illness or injury per employee. For the purposes of this Article, the term "serious illness or injury" shall be defined as one that is unforeseen, long termed, or catastrophic. In no case are days from the Sick Bank to cover absences of a single day, or several days, where there is no serious or prolonged illness or injury. Applications for use of days must be accompanied by a statement from the applicant's attending physician stating that the individual is under the physician's care, and the anticipated date of return to work.

The committee shall have the right to request additional medical information, if it deems such necessary. Should the committee become deadlocked regarding the nature or seriousness of a particular illness or injury, or the number of days to be granted, then the members shall appoint a physician (who may be a specialist with regard to the injury in question) to assist them in their determination and, if necessary, to cast the deciding vote. In no event shall any committee decision be proper subject under grievance and arbitration procedure of this agreement.

10:05 **Bereavement Leave**

In case of death in the family, an employee may use a maximum of three (3) days per deceased annually. These three days will not be deducted from the accumulated sick time and would not be accruable. Family is defined as in Section 10:02. In addition, niece, nephew, son-in-law, daughter-in-law, brother-in law and sister-in-law shall be included in the definition of family for bereavement leave.

10:06 **Personal Leave**

Three (3) personal leave days will be granted annually. These may be taken as three (3) whole days, six (6) half days, or a combination totaling three (3) days. If unused, up to three (3) personal days annually may be accumulated as sick leave, either as full days or half days. Part-time personnel will receive two (2) personal days annually, which will be added to the sick leave if unused.

A personal day will be granted for the purpose of conducting business, which cannot be conducted during normal non-working hours or during a non-school day. No reason need be given for the request. A personal day cannot be used to extend a holiday, or for recreational purposes, or as a vacation day, but if business must be done on a day which would extend a holiday or vacation period, leave can be granted only at the discretion of the Superintendent and only if a reason is given.

A request for a personal absence must be made to the immediate supervisor in advance, in writing. In the case of an emergency, this request may be made by telephone.

Employees requesting a personal absence will be expected to conform to Section 10:06 as to the reasons for the absence.

Requests for unpaid personal days in excess of three (3) days allowed in Section 10:06 above are discouraged because of the disruption of the established work schedules.

10:07 **Jury Duty**

All Support Staff personnel required to be absent because of jury duty will be excused from scheduled assignments and be paid for such absence under the following conditions:

1. He/she notifies his/her immediate supervisor as early as possible prior to jury duty.
2. He/she supplies proof to the immediate supervisor of having served on jury duty.
3. He/she returns to the school district all compensation received for jury duty except for mileage payment.

ARTICLE XI- GRIEVANCE PROCEDURE

11:01 **Purpose**

It is the policy of the board of Education and the RSCS Support Staff Employees' Association that all grievances be resolved informally or at the earliest possible stage of this grievance procedure. However, both parties recognize that the procedure must be available without any fear of discrimination because of its use. Informal settlements at any stage shall bind the immediate parties to the settlement, but shall not be precedents in a later grievance proceeding.

11:02 **Definitions**

A "grievance" is any alleged violation of this agreement or any dispute with respect to its meaning or application.

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

An "aggrieved party" is the employee or group of employees who submit a grievance or on whose behalf it is submitted, the Support Staff staff, and (when it submits a grievance) the Board of Education.

11:03 **Submission of Grievance**

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

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

A grievance shall be deemed waived unless it is submitted within fifteen (15) days after the aggrieved party knew or should have known of the events or conditions on which it is based.

An employee or group of employees may submit grievances, which affect them personally and shall submit such grievances to the immediate supervisor, whichever shall apply.

The RSCS Support Staff may submit any grievance.

The Board of Education shall present grievances to the president of the Support Staff.

11:04 **Grievance Procedure**

The principal or supervisor shall respond in writing to each grievance received. If an aggrieved party is not satisfied with the response of the principal or supervisor or if no response is received within one (1) calendar week after the submission of the grievance, such aggrieved party may submit a copy of the grievance to the Superintendent.

The Superintendent or his/her designated representative shall, upon request, confer with the aggrieved party with respect to the grievance and shall deliver to the aggrieved party a written statement of his/her position with respect to the grievance no later than two (2) weeks after it is received by him/her.

Within two (2) weeks after receiving a grievance from the Board of Education, the Support Staff shall deliver to the Superintendent a detailed statement of its position with respect to the grievance.

In the event the Support Staff or the Board of Education is not satisfied with the statement of the other with respect to a grievance, it may, within fifteen (15) days after receiving the statement, refer the grievance to arbitration by requesting that the American Arbitration Association propose the name of seven (7) arbitrators. A copy of such request shall be forwarded to the Superintendent or the president of the RSCS Support Staff.

11:05 **Binding Arbitration**

Upon receipt of the names of the proposed arbitrators, a designee of the Superintendent and the association shall strike the names from the list until one ultimately is designated as the arbitrator.

The arbitrator's recommendations will be in writing and set forth his/her findings, reasoning and will submit a copy of his/her recommendations to each party. The arbitrator will be without power or authority to make any decisions, which require the commission of an act, prohibited by law or which is violative of the terms of this agreement. The arbitrator shall have no power to alter, add to, or detract from the provisions of this agreement. The arbitrator's decision will be final and binding.

The cost for the services of the arbitrator will be borne equally by the Board of Education and the RSCS Support Staff.

The election to submit a dispute which would otherwise be a grievance to the Commissioner of Education, the courts, or any other forum shall automatically be a waiver of the right to file a grievance on the same issue.

12:03 Bus drivers will be paid one (1) hour and fifteen (15) minutes in the A.M. and one (1) hour and fifteen (15) minutes in the P.M. for regular runs. Academic night bus runs and all other extra driving shall be pro-rated to the nearest one tenth (1/10th) of an hour interval for payment in accordance with the driver's regular hourly wage.

Regular Route Rates:

	<u>2014-2015</u>	<u>2015-2016</u>	<u>2016-2017</u>
Class II / Sub	\$19.10	\$20.00	\$20.90
Class 1	\$20.02	\$20.92	\$21.82

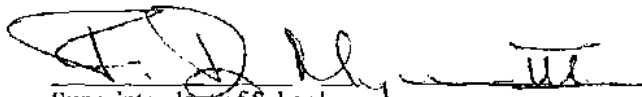
12:04 Driving time for field trips, sports activity trips and similar extra-curricular trips shall be paid in accordance with the special trip rate for both driving and waiting time as outlined in the driver rate table attached. In the event that a regular bus driver drives for a field trip, sports activity trip or a similar extra-curricular trip that requires the driver to miss his regular morning/afternoon runs, the driver shall receive his regular rate for the first hour of the trip only. The driver shall be paid per the driver rate table attached for the remainder of the trip. When a drop-off/pick-up trip of one (1) hour or less occurs with no waiting time for extra-curricular trips, the driver will be paid his/her hourly wage. In no case will the District pay for any one (1) trip exceeding fifteen (15) hours per day.

The rates for the duration of this contract and more specifically from July 1, 2014 through June 30, 2017, shall be as follows:

Special Trip Rates:

	<u>2014-2015</u>	<u>2015-2016</u>	<u>2016-2017</u>
Class II Sub	\$21.12	\$22.02	\$22.92
Class I	\$22.04	\$22.94	\$23.84

2014-2015 Richfield Springs Support Staff Association Amendment


 Superintendent of Schools

9-2-14
 Date


 President of the RSCS Support Staff Association

9-2-14
 Date



9-2-14

- 12:05 On trips of ten (10) hours or more involving a meal time, the driver will be reimbursed for meals as follows: a maximum of eight dollars (\$8.00) for breakfast, twelve dollars (\$12.00) for lunch, and eighteen dollars (\$18.00) for dinner, with a maximum daily reimbursement for all meals of thirty-eight dollars (\$38.00). Claim forms must be completed for payment and appropriate receipts attached. An itemized statement of extra trips will be provided on request.
- 12:06 On overnight trips, a driver will be paid twelve (12) hours per day at "all other" special trip rate for each hour, and motel accommodations and meals in accordance with Section 12:05 above. (See Section 12:04 for special trip rates.)
- 12:07 The basic rotation list will list names of all drivers eligible for trips by seniority. Regular full-time drivers will participate in rotation for all extra trips. Rotation will be updated on a weekly basis and trips will be posted on the calendar in the bus garage office as soon as possible. All other trips such as BOCES, summer school, Trinity, Mount Markham, and Monday, Wednesday, and Thursday academic, will be selected the same as the present contract and remain as is. The pay rate for these trips is as follows:

	<u>2014-2015</u>	<u>2015-2016</u>	<u>2016-2017</u>
Class II /Sub	\$15.83	\$16.73	\$17.63
Class I	\$18.12	\$19.02	\$19.92

Basic rotation means that you are asked in seniority order to take a trip. When you take a trip or decline a trip, your name goes to the bottom of the list and the next person in line is asked to take the trip. Once the seniority order is established at the beginning of the year, it stays written, unless or until someone leaves the District or a new employee is hired. The parties recognize and agree that the following exclusions will be applicable to this method of assignment. In town trips such as the Fire House and Bowling Alley, garage personnel will handle or add the drop off or pick up to an existing run. Qualified, occasional drivers will also be utilized when appropriate. When there is a shortage of drivers or numerous trips are scheduled, a bus driver if also a coach, will be able to drive the trip for which he is coaching. With regard to extended trips where the team is dropped off and stays and the driver returns to the District, the District will determine the drop off and pick up status.

ARTICLE XII- SALARIES

- 12:01 All new employees' starting salaries will be set by the Board of Education at date of hire. Such starting salaries need not conform to the salary structure outlined in this agreement, but will be no less than the current minimum wage.
- 12:02 Salaries shall increase in each year of the contract for each employee covered by the contract as follows:

2014-2015 – ninety cents (\$.90) per hour per employee
2015-2016 – ninety cents (\$.90) per hour per employee
2016-2017 – ninety cents (\$.90) per hour per employee

Longevity Payments:

All full-time employees who work 10 months per year or longer shall receive longevity payments as follows:

After 15 years of service \$ 170.00
After 20 years of service \$ 270.00
After 25 years of service \$ 370.00

- 12:03 Bus drivers will be paid one (1) hour and fifteen (15) minutes in the A.M. and one (1) hour and fifteen (15) minutes in the P.M. for regular runs. Academic night bus runs and all other extra driving shall be pro-rated to the nearest one tenth (1/10th) of an hour interval for payment in accordance with the driver's regular hourly wage.

Regular Route Rates:

	<u>2014-2015</u>	<u>2015-2016</u>	<u>2016-2017</u>
Class II / Sub	\$18.35	\$19.60	\$19.10
Class 1	\$19.27	\$19.62	\$20.02

- 12:04 Driving time for field trips, sports activity trips and similar extra-curricular trips shall be paid in accordance with the special trip rate for both driving and waiting time as outlined in the driver rate table attached. In the event that a regular bus driver drives for a field trip, sports activity trip or a similar extra-curricular trip that requires the driver to miss his regular morning/afternoon runs, the driver shall receive his regular rate for the first hour of the trip only. The driver shall be paid per the driver rate table attached for the remainder of the trip. When a drop-off/pick-up trip of one (1) hour or less occurs with no waiting time for extra-curricular trips, the driver will be paid his/her hourly wage. In no case will the District pay for any one (1) trip exceeding fifteen (15) hours per day.

The rates for the duration of this contract and more specifically from July 1, 2014 through June 30, 2017, shall be as follows.

Special Trip Rates:

January 8, 2015

To: Richfield Springs Support Staff Association

Att: Mark Preston, President

Re: RSSSA 2014-17 Contract. Amendment 2

It has come to my attention that employees within your unit who, serve in a secondary role as "driver" are not correctly compensated for the hours they spend driving a bus.

This issue impacts employees within the classifications of Custodian / Driver, Maintenance / Driver, Meehanic / Driver and Cafeteria / Driver as defined in Article II, Paragraph 2:02 of the current contract.

Effective Monday, January 12, 2015 employees serving in the dual roles listed above shall be compensated as drivers for the portion of the day that they actually spend driving a bus. The Driver's two-step seniority system as defined under Article VIII, Paragraph 8.04.5 shall apply to this amendment.

Driver's compensation shall be based on the rates and classifications found within the amendment to Article XII, Paragraph 12:03.

This action is not retroactive to any services performed prior to January 12, 2015,

The district appreciates the hard work that you and the members of your unit do for the children of the Richfield Springs Central School District.

Sincerely yours,

F. Daniel Myers III, Superintendent

Acknowledged:

Mark Preston, President
Richfield Springs Support Staff Association

	<u>2014-2015</u>	<u>2015-2016</u>	<u>2016-2017</u>
Class II Sub	\$20.37	\$20.72	\$21.12
Class I	\$21.29	\$21.64	\$22.04

- 12:05 On trips of ten (10) hours or more involving a meal time, the driver will be reimbursed for meals as follows: a maximum of eight dollars (\$8.00) for breakfast, twelve dollars (\$12.00) for lunch, and eighteen dollars (\$18.00) for dinner, with a maximum daily reimbursement for all meals of thirty-eight dollars (\$38.00). Claim forms must be completed for payment and appropriate receipts attached. An itemized statement of extra trips will be provided on request.
- 12:06 On overnight trips, a driver will be paid twelve (12) hours per day at "all other" special trip rate for each hour, and motel accommodations and meals in accordance with Section 12:05 above. (See Section 12:04 for special trip rates.)
- 12:07 The basic rotation list will list names of all drivers eligible for trips by seniority. Regular full-time drivers will participate in rotation for all extra trips. Rotation will be updated on a weekly basis and trips will be posted on the calendar in the bus garage office as soon as possible. All other trips such as BOCES, summer school, Trinity, Mount Markham, and Monday, Wednesday, and Thursday academic, will be selected the same as the present contract and remain as is. The pay rate for these trips is as follows:

	<u>2014-2015</u>	<u>2015-2016</u>	<u>2016-2017</u>
Class II /Sub	\$15.08	\$15.43	\$15.03
Class I	\$17.37	\$17.72	\$18.12

Basic rotation means that you are asked in seniority order to take a trip. When you take a trip or decline a trip, your name goes to the bottom of the list and the next person in line is asked to take the trip. Once the seniority order is established at the beginning of the year, it stays written, unless or until someone leaves the District or a new employee is hired. The parties recognize and agree that the following exclusions will be applicable to this method of assignment. In town trips such as the Fire House and Bowling Alley, garage personnel will handle or add the drop off or pick up to an existing run. Qualified, occasional drivers will also be utilized when appropriate. When there is a shortage of drivers or numerous trips are scheduled, a bus driver if also a coach, will be able to drive the trip for which he is coaching. With regard to extended trips where the team is dropped off and stays and the driver returns to the District, the District will determine the drop off and pick up status.

- 12:08 Provided there is a substitute driver available, drivers may be allowed leaves without pay for valid reasons for a period of time not to exceed two (2) weeks. Such leaves shall be requested in writing and shall be submitted to the building principal in advance. In cases of an emergency nature, telephone requests to the building principal may be made.
- 12:09 Any bus driver mandated to attend a safety training meeting will be compensated at the "all other" special trip rate per hour for attendance at such meetings. (See Section 12:04 for special trip rates.)

- 12:10 Paydays for all employees covered by this agreement will be every two (2) weeks to coincide with the instructional staff paydays. Summer paydays will be established by the administration.

ARTICLE XIII- MANAGEMENT RIGHTS CLAUSE

- 13:01 The District reserves all rights, powers and authorities except as specifically amended by this agreement.

ARTICLE XIV- UNION RIGHTS CLAUSE

- 14:01 The RSCS Support Staff shall have the sole and exclusive right with respect to other employee organizations to represent all employees in the heretofore defined negotiating unit in any and all proceeding under the Public Employees' Fair Employment Act and under any other applicable law, rule, regulation or statute under the terms and conditions of this agreement; to designate its own representatives and to appear before any appropriate official of the District to effect such representation; to direct, manage, and govern its own affairs; to determine those matters which the membership wishes to negotiate and to pursue all such objectives free from any interference, restraint, coercion, or discrimination by the District or any of its agents.

ARTICLE XV - PAST PRACTICE CLAUSE

- 15:01 All existing rules, regulations, practices, benefits, and general working conditions previously granted and allowed by the District, unless specifically amended by this agreement, shall remain in full force and effect during the life of this agreement. Any change in District policy relative to employees' working conditions shall be submitted in writing prior to be implemented.

ARTICLE XVI- DISCIPLINE PROCEDURE

- 16:01 All non-competitive and labor class employees will be entitled to disciplinary procedures as prescribed by Section 75 of the New York State Civil Service Law after two (2) years of continuous employment by the District.

ARTICLE XVII- SENIORITY

17:01 This article shall govern only full-time, competitive, and labor class positions.

17:02 **Definition**

For the purpose of this article, "seniority" shall be defined as length of an employee's continuous service with the District since the last day of appointment. In the event that two (2) or more employees have been hired on the same day, seniority standing shall be assigned in order appearing in the official minutes of the Board of Education.

17:03 **Job assignment and Reassignment Priority**

Posted positions will be offered as in-house postings before publication to the public. Any qualified current employee of the unit may apply.

17:04 **Layoff and Recall**

Subject to ability and fitness to perform the job, layoff of employees shall be in order of seniority, with the least senior employee being laid off first. Recall shall be in reverse order of layoff and no new employees shall be hired in these positions until all employees on layoff have been offered an opportunity to return to work.

In case a five (5) year full-time employee is laid off, that person shall be paid ten dollars (\$10.00) for each of the employee's accumulated, unused sick leave days.

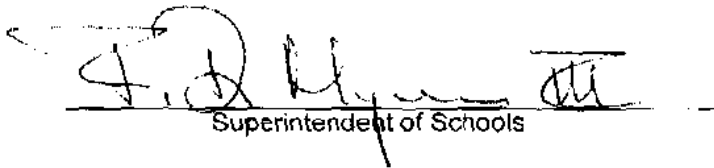
17:05 **Special Rights**

In the event of a layoff, employees who are honorably discharged veterans and have at least five (5) years of employment in the District shall receive a one (1) year seniority credit for each year of military service up to a maximum of three (3) years. The seniority credit only applies to the employee's current job title.

ARTICLE XVIII- DURATION

18:01 This agreement will remain in effect for a period of three (3) years, from July 1, 2014 to June 30, 2017.


For the District:



Superintendent of Schools

8-12-14
Date

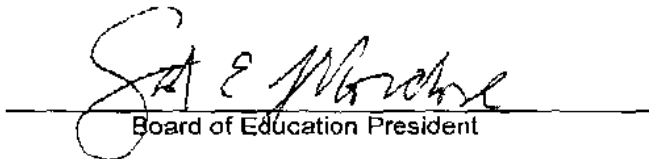
For the RSCS Support Staff Association:



President of the RSCS Support Staff Association

8/12/2014
Date

For the Board of Education:



Board of Education President

8/12/2014
Date

ATTACHMENT A

HEALTH INSURANCE OPTION FORM

