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**HARPURSVILLE CENTRAL SCHOOL DISTRICT**

**Harpurville, NY 13787**

**HARPURSVILLE SUPPORT STAFF ASSOCIATION**

**AGREEMENT FOR THE PERIOD OF**

**JULY 1, 2014 - JUNE 30, 2017**

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**ARTICLE 1**  
*RECOGNITION*

- A. The Board recognizes the Association as the exclusive negotiating unit of the Support Staff of the Harpursville Central School District, including those on permanent, probationary and part-time appointments.
- B. The term "Support Staff Employee" includes part-time and all full time personnel employed by the District including (1) cafeteria, (2) custodial-maintenance, (3) secretarial-clerical, including student record specialist (4) monitors and teacher aides, and (5) health office (e.g., licensed practical nurse or ("LPN") or school nurse assistant) except: district treasurer, business manager, senior typist (confidential secretary), cafeteria manager, payroll, supervisor of buildings and grounds and administrators.
- C. A full time employee is defined as an individual who works five hours or more per day, regardless if the time is spent in different departments, on a regular basis.
- D. This recognition shall not impair the rights of any employee or groups of employees under the Constitution and Laws of New York State.

**ARTICLE 2**  
*NEGOTIATIONS*

- A. There shall be negotiations with the Superintendent of Schools in accordance with the recognition procedures set forth herein carried out in good faith effort to reach mutual understanding and agreement.

Such negotiations shall include matters relative to terms and conditions of employment. Both parties agree to negotiate in good faith efforts to reach agreement concerning said conditions. Any agreement so negotiated shall apply to all members of the respective department where applicable, or in certain cases when agreement is applicable to all members of the Association, such agreements shall be reduced to writing and signed by the Board and the Association. It shall be understood that any such agreement is binding only to the extent permitted under the laws of the State of New York and the United States.

- B. The Board and the Association agree that both parties will exchange proposals on or before February 1<sup>st</sup> of the last year of the contract, or at a date mutually agreed to.
- C. If either party of this agreement determines that negotiations under this agreement have reached impasse, written notice shall be provided to the

other party. The provisions of Section 209 of the Public Employees' Fair Employment Act shall apply.

- D. The Board recognizes the Association as the bargaining agent for all those who are eligible to be members of the unit.
- E. The parties agree that all negotiable items have been discussed during negotiations leading to this agreement, and therefore agree that negotiations will not be reopened on any items whether contained herein or not during the life of this agreement.
- F. The Association will be notified of any negotiations and/or job changes within the Association during the year and a representative of each group may be present at the bargaining table.
- G. 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 THEREFOR, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.
- H. Members of the negotiating team shall be released from their duties without loss of salary when negotiation sessions are scheduled by mutual consent of the parties during duty hours.

### **ARTICLE 3**

#### *DUES DEDUCTION*

- A. The District agrees to deduct from the wages of represented employees dues for the Association as said Association members individually and voluntarily authorize the District to deduct and to transmit monies promptly to the Association each month. Employee's authorization shall be in writing. The combined amounts for dues of the Association and its affiliates shall constitute Association dues to be deducted.
- B. The District further agrees to deduct from the wages of its employees who are not members of the Association an Agency Fee equivalent to the combined dues of the Association and its affiliates and to transmit monies promptly to the Association each month, this to remain in effect only as long as required by the laws of New York State.
- C. Should an employee commence service to the District after the start of dues/agency fee paycheck deductions, said deductions will be pro-rated and divided equally among the remaining paychecks in that school year.

- D. By October 10 of each school year the Association President will notify the District in writing as to that year's total amount of dues/agency fee deduction for each represented employee, together with a schedule of paycheck dates for such deductions.

## **ARTICLE 4**

### *PAYROLL DEDUCTIONS*

- A. TAX SHELTERED ANNUITIES (TSA)
  - 1. Any bargaining unit member shall be allowed to participate in a tax sheltered annuity plan, as provided for by the Internal Revenue Code, upon written notice from the employee. The District shall provide the necessary procedures for payroll withholding to the employee.
- B. NYSUT BENEFITS TRUST
  - 1. Payroll deduction for the NYSUT Benefits Trust will be available to those members of the bargaining unit who authorize such deductions in writing.
- C. VOTE/COPE
  - 1. The District agrees to deduct voluntary contributions in an amount specified by the President of HSSA for VOTE/COPE from each of the members of the bargaining unit, who so authorize in writing.
- D. FLEXIBLE SPENDING PROGRAM
  - 1. The District shall provide an IRS 125 plan, provided the IRS does not substantially change the plan and allows its continuation.
- E. DIRECT DEPOSIT
  - 1. Direct bank/credit union deposit of paychecks to the current District list of banks will be provided to those wishing to use this option. The District may require thirty (30) days written notification.

## **ARTICLE 5**

### *DISTRICT / ASSOCIATION RELATIONSHIP*

The Association and the District subscribe to the principle that differences shall be resolved by peaceful and appropriate means without interruption of the school program. The Association, therefore, agrees that there shall be no strikes, work stoppages or other concerted refusal to perform work by the employees covered by this agreement nor instigation thereof. The Parties further agree that, in the event that a successor agreement is not reached prior to the expiration date of this Agreement, all the terms of this Agreement shall continue unchanged until a new agreement is negotiated.

**ARTICLE 6**  
*GRIEVANCE PROCEDURE*

A. DEFINITION:

1. A grievance shall mean any alleged violation of this agreement, or disagreement as to its application.
2. Days shall mean workdays.
3. Grievant(s) shall mean a unit employee or group of unit employees. The Association shall have the right to process a grievance on behalf of the employee(s).
4. Aggrieved shall mean the person(s) making the claim.

B. PROCEDURE:

1. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level shall be considered as a maximum and every effort shall be made to expedite the process. The time limits specified may be extended, however, by mutual agreement.
2. Matters resulting from actions by the Superintendent or by the Board of Education, or which have district-wide application may be initiated at level two.

**LEVEL ONE**

A grievance will first be discussed with the immediate supervisor within 20 days of knowledge of the event upon which the grievance is based and the grievant or his/her representative shall indicate he/she is initiating a grievance. At this time, the grievant(s) shall have the right to:

1. Discuss the grievance personally, or:
2. Request an Association representative to accompany the grievant(s), or:
3. Request an Association representative to act on behalf of the grievant(s).

If the immediate supervisor is unable to resolve the grievance to the satisfaction of the grievant(s) during the discussion spoken to above, the grievant(s) may submit a written grievance to the immediate supervisor within five (5) days thereafter on the appropriate grievance form.

The immediate supervisor shall, within five (5) days issue a written response to the grievant(s).



## **LEVEL TWO**

If the aggrieved is/are not satisfied with the decision of the grievance at level one, the grievant(s) may appeal the decision to the Superintendent of Schools within five (5) school days thereafter.

The Superintendent shall conduct a hearing on this matter within five (5) days of receipt of the appeal at which time the grievant(s) and/or the Association's representative shall be present.

The Superintendent shall render a written decision within five (5) days of the hearing with copies to the grievant(s) and the Association Grievance Chairperson.

## **LEVEL THREE**

If the Superintendent cannot resolve the grievance, the matter may be appealed to the Board of Education within five days of receipt of the Superintendent's written response. The Board of Education will hear the matter in Executive Session at its next official meeting at which time the grievant(s) and/or Association's Representative shall be present. The Board of Education shall render a written decision within five days of its hearing with copies to the grievant(s) and the Association Grievance Chairperson.

## **LEVEL FOUR**

If the grievance is still not resolved and the Association feels the grievance is meritorious, the Association representative may file a demand for arbitration with the New York State Public Employment Relations Board. The decision of the arbitrator is final and binding. The cost of the arbitration shall be shared by the District and the Association. The arbitrator shall be without power to add or change the language of this agreement.

## **ARTICLE 7**

### *ASSIGNMENT AND TRANSFER*

- A. The Harpursville Central School District reserves the right to assign personnel within their respective Civil Service classifications, to different buildings in the best interest of the school district. As vacancies occur within the district, employees that have passed the Civil Service examinations involved will be given every consideration to fill such vacancies, all other things being equal. Anybody presently employed shall be considered first for a vacancy.
- B. In the event an employee wishes to transfer from one Civil Service Classification to another, in order to qualify for such vacancy, satisfactory completion of the Civil Service examination pertaining to the position is applicable.

- C. Placement will be contingent upon satisfactory completion of Civil Service examination for the new position involved. Appointment will be made after satisfactory verification from the Civil Service Office. In the event employees wish to transfer from one Civil Service category to another provided such vacancy exists, the employee must adhere to the Civil Service regulations governing the new position.
- D. In the event of equal seniority for past years of service, past performance evaluated by the immediate supervisor will become the basis for the selection. The selection will be forwarded to the Superintendent for implementation.
- E. In any instance of involuntary transfer every attempt will be made to transfer the least senior in the work title. Involuntary transfer shall be defined as the transfer of an employee between two different shifts. The exceptions to the seniority rule shall be transfers for disciplinary reasons.

## **ARTICLE 8**

### *EMPLOYEE DISCIPLINE*

In any instance where an employee's behavior warrants disciplinary action, the District shall abide by the doctrine of progressive discipline. The parties understand that certain employee actions which are so offensive in nature and so damaging to the mission of the employer may be subject to immediate and non-progressive discipline. No employee who has completed the minimum period of eight weeks of probationary service shall be disciplined, dismissed, suspended with or without pay, reprimanded, reduced in rank or compensation, or denied an advantage for reasons, which are arbitrary or capricious. In any instance where a bargaining unit member grieves citing this article, the grievance procedure shall replace procedures and rights governed by Section 75 of the Civil Service Law.

## **ARTICLE 9**

### *DAYS OFF*

#### A. JURY DUTY

All support staff members who are called for jury duty shall receive the necessary leave to fulfill their civil obligation. The leave shall not be deducted from sick leave, personal days, or vacation. The staff member shall receive a rate of pay equal to the difference between his salary and the jury fee.

#### B. PERSONAL BUSINESS

It shall be the policy of this school district to grant up to three (3) days non-cumulative for absence due to urgent personal business. Personal days shall be granted only to employees whose normal workday consists of five or more

consecutive hours. Support staff members who work at least twenty (20), but less than twenty-five (25) hours per week may be granted up to one (1) day non-cumulative for absence due to urgent personal business. Request may be presented to employee's immediate supervisor or Superintendent. The Superintendent shall have the power to delegate authority in whatever manner he so desires, and shall maintain reasonable records of absence due to this policy.

Unused personal days will be added to an employee's sick time at the end of the school year.

C. FAMILY ILLNESS

Up to ten (10) days, non-cumulative, will be given for illness in the immediate family to be charged against sick leave. Immediate family in this instance is defined as: the spouse of a staff member, his/her children, foster children, the parents of the staff member or of his/her spouse, or any relative living within the staff member's household and additional extended family members at the discretion of the Superintendent. This benefit may be extended in unusual circumstances at the discretion of the Superintendent. The Superintendent of Schools reserves the right to require documentation of a family illness when a pattern of abuse warrants.

D. BEREAVEMENT

Absence with pay will be allowed to non-instructional personnel in case of death in the immediate family in the amount of a maximum of five (5) days for each death. However, such allowance is non-cumulative. Death in the immediate family is construed to be the death of a staff member's spouse, child, step children, foster children, father or father-in-law, mother or mother-in-law, brother or sister, grandfather or grandmother or grandchild. If any other situation arises with family members not defined above, the Superintendent may grant bereavement days, which are not included within the five (5). Up to two (2) days shall be allowed for attendance at funerals for other relatives or close friends. Provisions shall be made to permit attendance without loss of pay at funerals of colleagues, active or retired at the time of death, by those who wish to attend, if such attendance does not exceed one-half of a day per event. Such absence shall have the prior approval of the Superintendent.

E. PERSONAL ILLNESS

1. Purpose

This plan is designed to protect both the employee and the children in the classroom. From the point of view of the employee, it is a form of insurance, which will protect him or her from loss of income for a stated period of time.

2. Employees Benefiting

All members of the support staff who are scheduled to work five (5) hours or more per day on a regular basis will benefit from this section.

3. Basic Rule

All full time employees shall be entitled to one point three (1.3) days of sick leave each month that they are employed, cumulative to unlimited days.

A doctor's certificate may be requested by the Superintendent for absence greater than five (5) days. The Superintendent of Schools reserves the right to require documentation of a family illness when a pattern of abuse warrants.

On or before October 15<sup>th</sup> each bargaining unit member shall receive a written statement of accumulated leave days as of the start of that work year.

4. All members of the support staff who are scheduled to work twenty (20) but less than twenty-five (25) hours per week shall be entitled to one-half (.5) days of sick leave each month that they are employed, cumulative to unlimited days. Employees in this class will not have access to family illness leave or the Sick Bank.

F. SICK BANK

The Board of Education shall establish a Sick Bank consisting of one (1) day donated by each support staff employee wishing to participate, a matching day donated by the Board of Education, with said days being placed in the bank on 1 October of each school year. If at any time during the year the reserves of the sick bank should become depleted then bargaining unit members who are members of the sick bank may voluntarily contribute up to five (5) additional days. The Board of Education will match these contributions one-for-one. A sick leave bank member is eligible to make application to the sick bank when (s)he is unable to perform his/her regular job duties as a consequence of a non-work related illness and/or a disabling non-work related injury for which convalescence/recovery exceeds five (5) working days. Initial probationary employees are limited to a maximum use of thirty (30) days from the sick leave bank with exceptions on a case by case approval by the Superintendent. There is a lifetime usage cap of one-hundred eighty (180) days per employee.

Provision for use of the above sick bank shall be determined by a committee consisting of one member appointed by the Board, two by the Association, and one by the Administration. Any action taken by the committee must be by consensus.

Unused sick days left at the end of the school year will be carried over to the next school year, with the Board of Education only matching the current year's sick day donation.

#### G. VACATION

Vacation time for full time employees (only 52-week employees):

1. Two weeks after one year of full time service
2. Three weeks after seven (7) years of full time service
3. Four weeks after thirteen (13) years of full time service

Employees will be allowed to carry over up to five (5) days from one fiscal year to the next.

Vacation time may be taken while school is in session. Vacation time must receive the prior approval of the Superintendent or his/her designee.

#### H. LEAVES OF ABSENCE

Leave of absence shall be granted to permanent employees only. Upon the recommendation of the Superintendent, the Board shall consider the request for a leave of absence.

In general, leaves of absence shall not exceed one year and the employee shall return to duty at the beginning of the school year.

No employee shall lose his accumulated allowance of unused sick leave by reason of having been on leave of absence nor shall he accumulate any additional days of sick leave during the leave of absence. Upon return he/she shall be assigned to a comparable position to the one presently held if said position still exists.

#### I. FAMILY CARE LEAVE

1. Leave of absences for family care shall be granted up to one (1) year, on request. Such leave shall be without pay or increment. The association agrees that such leave is long-term leave of at least one semester.
2. A unit member requesting a family care leave shall do so in writing and shall include the date the leave commences and the date the leave concludes. Such request shall normally be made at least thirty (30) days prior to the start of the leave.
3. Return from such leave will normally coincide with the first instructional day of a semester, but a unit member may return at any time with the approval of the Superintendent.

4. Accumulated sick leave shall not be lost, and the rights of insurance coverages shall continue. The District shall contribute the contractual insurance premium payments for FMLA eligible employees. Once the employees FMLA entitlement becomes exhausted the District shall not contribute to the employees continued health insurance premium.
5. Upon return, the unit member shall not lose his accumulated allowance of unused sick leave by reason of having been on family care leave nor shall he accumulate any additional days of sick leave during the family care leave. Upon return he/she shall be assigned to a comparable position to the one presently held if said position still exists.

J. TIME OFF WITHOUT PAY

Time off without pay may be granted by the Superintendent upon recommendation of immediate supervisor.

K. ASSOCIATION BUSINESS LEAVE

Each year the Association shall be granted a pool of forty (40) hours to conduct union business. The Association President shall timely notify the District of utilization of such leave and which bargaining unit members shall be so credited for time off with pay. The use of such leave shall be for matters which cannot be normally scheduled after work hours or which conflict with certain work shifts.

L. MILITARY LEAVE

Requests for Military Leave (for active service or for reserve training) shall be granted in accordance with Military Law, Section 242, 243.

All support staff employees requesting leave for ordered military duty shall submit their requests (or orders) to the Superintendent at least thirty (30) days prior to the beginning of such duty.

Leaves for reserve training shall be scheduled during the summer months whenever possible.

These leaves will be without pay except as specified by Military Law.

M. PAID HOLIDAYS

The following are considered paid holidays for the employees designated:

- |                  |                            |
|------------------|----------------------------|
| 1. July 4th      | -52 week employees         |
| 2. Labor Day     | -52, 42, 40-week employees |
| 3. Columbus day  | -52, 42, 40-week employees |
| 4. Veterans' Day | -52, 42, 40-week employees |

5. Day before Thanksgiving	-52, 42, 40-week employees
6. Thanksgiving Day	-52, 42, 40-week employees
7. Day after Thanksgiving	-52, 42, 40-week employees
8. Day before Christmas	-52, 42, 40-week employees
9. Christmas Day	-52, 42, 40-week employees
10. Day before New Year's Day	-52, 42, 40-week employees
11. New Year's Day	-52, 42, 40-week employees
12. Martin Luther King Day	-52, 42, 40-week employees
13. President's Day (as determined by the Superintendent)	-52, 42, 40 week employees
14. Good Friday	-52, 42, 40-week employees
15. Memorial Day	-52, 42, 40-week employees

Should school be in session on a particular holiday, all employees are expected to work on a regular scheduled basis.

If employees are required to work on these holidays (if school is **NOT** in session) they will be paid double time.

Time allowed for paid holidays will count as time worked for the week.

## **ARTICLE 10**

### *RETIREMENT BENEFITS*

In the school year 1972-73 the Board of Education approved the Improved Career Retirement Plan Section 75-I for retirement benefits.

Sick leave may be used toward retirement, 100% of accumulated sick time at the time of retirement may be counted up to the maximum allowable under Section 41j. of the New York State Employees' Retirement System.

## **ARTICLE 11**

### *TUITION*

If unit member's children are accepted as non-resident students, the children will be allowed to attend the District tuition free up to a maximum equivalent to State reimbursement per child per academic year.

## ARTICLE 12

### LENGTH OF THE WORK YEAR

The standard work year for regular full-time employees shall be as follows:

#### A. CAFETERIA WORKERS

1. Elementary and the School Lunch Manager will be paid for 177 days of work with no deductions if they are not required to work 177 days. Additional pay at their regular rate if they work more than 177 days (see paragraph G below) shall be paid in separate check at the end of June. Total 177 days plus 14 paid holidays for 191 days.
2. Middle School-High School and the Cook Manager will be paid for 175 days of work with no deductions if they are not required to work 175 days. Additional pay at their regular hourly rate if they work more than 175 days (see paragraph G below) shall be paid in a separate check at the end of June. Total 175 days plus 14 paid holidays for 189 days.

#### B. TEACHER AIDES, MONITORS AND LPNs

Teacher aides, monitors and LPNs will be paid for 178 days of work plus 14 paid holidays. Total 178 days plus 14 paid holidays for 192 days (see paragraph G below.) One LPN base year will include three (3) conference days and ten (10) additional days for a total of 205 days.

#### C. LIBRARY MEDIA AIDES

Library Media Aides will be paid for 191 days plus 14 paid holidays provided that the Superintendent requests the additional days. Total 191 days plus 14 paid holidays for 205 days (see paragraph G below.)

#### D. SUPERVISOR OF ATTENDANCE

This employee will be paid for 196 days of work plus 14 paid holidays. The ten (10) additional days (days that teachers are not required to work) will be scheduled by the immediate supervisor. None of the employees in this group shall be required to work after the last weekday in June. If this occurs then the person or people working less than the ten (10) additional days will have deducted from their pay the day or days not worked.

#### E. CUSTODIAL STAFF, CLERICAL SUPPORT AND SECRETARIAL (including, Typist, Senior Typist Account Clerk Account Clerk/Typist, Senior Clerk):

1. These employees will all be paid for 260, 261 or 262 days of work depending on the particular work year.



2. Upon prior notice by the night shift employee and at the discretion of the night shift supervisor, on days when students are not at the work site night shift employee shall have the option to work the day shift, but shall forfeit the shift differential.
  3. Custodians who are required on an ad-hoc day-to-day basis to work a different site shall not suffer disciplinary consequences should incomplete work to the normally assigned site result from such temporary site reassignment.
- F. For a less than twelve (12) month employee, if additional days are required by Superintendent, they shall be compensated at the employee's regular hourly rate paid by the end of June.
- G. The District is authorized to assign additional days when required provided said days are between September 1 and June 30, inclusive. Each employee shall be compensated at his/her hourly rate for hours worked in accordance with the Fair Labor Standards Act. The Superintendent or designee has the authority to waive these assigned additional days for members for which such attendance would create a conflict. The Superintendent shall provide at least thirty (30) days notice of said additional days, except that when thirty (30) day notice can not be provided, reasonable notice shall be sufficient.

## **ARTICLE 13**

### *VACANCIES*

As vacancies occur in permanent or newly created non-teaching positions, or coaching/co-curricular positions which are not filled by bargaining unit members represented by the Harpursville Teacher's Association, or where a current bargaining unit position is upgraded but excluding Civil Service job reclassification of a current bargaining unit member, notice will be posted by the district prior to interviewing or filling any such position. Posting sites include the cafeteria, custodial room(s), and staff lounge(s) in each building. The notice shall contain the position's title, and a brief description of its general duties. A copy of the notice will be sent to the Association President. Bargaining unit members who apply for such positions shall be given serious consideration. A bargaining unit member who is hired into the vacancy shall bring all seniority, vacation, retirement and leave credits to the new position.

## **ARTICLE 14**

### *PHYSICAL EXAMINATION*

- A. Newly hired bargaining unit members may be required to have a physical examination within two (2) weeks of employment.
- B. A copy of the medical examination report shall be given to the employee together with any supporting data or reports.

- C. Physician: All support staff employees may have their physical examination by either the school physician or private physician. In the event the employee decides to use a private physician, complete cost will be borne by the employee.
- D. Records: The medical examination report form will be furnished by the school and retained in the physician's files. The examining physician will fill in the medical examination request form and return it to the Superintendent's office upon completion of the physical examination requirements.

## **ARTICLE 15**

### *INSURANCE*

- A. For full time bargaining unit members hired before July 1, 1992, the district will pay 95% of the premium amount for the employee's coverage and 90% of the premium amount of the premium for dependent coverage. The district agrees that benefits will not be reduced during the life of this contract.
- B. For those full time bargaining unit members hired after July 1, 1992, the district will pay 75% of the premium for health insurance, dental insurance and life insurance, either the individual or family plan for health and dental insurance.
- C. Blue Cross Blue Shield of Central New York, Classic Blue Regionwide Health Benefits, EBS-RMSCO-HCSD - Group Dental Plan, Schedule A - Supplemental basic, orthodontics, periodontics, prosthetics (Option I), Student to 25, Unicare Life & Health Insurance Co., Life and Accidental Death and Dismemberment, are the plans presently in force.
- D. Retiree health insurance will be paid at the premium contribution rate at the time the bargaining unit member retires. Retiree – Medicare Part B will be reimbursed by the District for eligible retired employees.

## **ARTICLE 16**

### *TERMINATION OF EMPLOYMENT*

An employee, who leaves the employ of the Board of Education except on leave of absence, shall forfeit all of his unused days of sick leave and they shall not be restored if he shall later re-enter the service of the Board of Education.

## **ARTICLE 17**

### *DAMAGE TO PERSONAL PROPERTY*

- A. Damaged, stolen or destroyed personal property caused by vandalism, theft, and/or fire shall be repaired to original condition or replaced at no cost should the employee be working within the scope of his/her employment.
- B. Verification of damages during working hours and on work site shall be at the Superintendent's discretion. The voluntary exchange of money at the work site between bargaining unit members, any portion of which is subsequently lost, misplaced or stolen shall not be subject to reimbursement or replacement. There shall be a District liability of \$50 per item/incident/claim excluding those personal property items that have the written permission of the immediate supervisor for use on school grounds. Personal eyeglasses and hearing aids are excluded from the \$50 limit but will not be reimbursed if they are damaged or destroyed due to the employee's own negligence.

## **ARTICLE 18**

### *WORKER'S COMPENSATION*

Bargaining unit members who suffer compensable (under Workers Compensation) on-the-job accident/injury shall, wherever possible, report such accident/injury to their immediate supervisor during that work shift. In the event that such accident/injury causes absence from work, the District shall pay full salary and benefits for up to one hundred and twenty (120) workdays, during which time no earned leave credits shall be deducted from the disabled bargaining unit member's earned leave reserves. If the compensable injury is less than one hundred percent (100%), the employee shall receive the percentage of pay equivalent to the percent of disability assigned by Workers' Compensation. Should the disability cause the bargaining unit member to be absent from the workplace beyond 120 workdays from the date of the accident/injury, then beginning with the 121st day of absence the bargaining unit member shall utilize any earned leave credits. On a bi-weekly basis thereafter the district shall restore to the disabled bargaining unit member's earned leave reserves two (2) days for each three (3) days absent from work. Up until the point in time when all earned leave reserves are exhausted the District shall receive any Workers Compensation payments for lost work time. Should the accident/injury cause the bargaining unit member to be absent from work beyond the time when all available earned leave credits are exhausted, then any Workers Compensation payments for lost work time shall be payable to the disabled bargaining unit member and not to the District. In the event a bargaining unit member receives a disability award (as opposed to payments for lost work time), that disability award shall belong solely to the disabled bargaining unit member. The District shall encumber the bargaining unit member's position until (s)he returns to work, unless separated from the District by other means.

## **ARTICLE 19**

### *RIGHT OF ASSOCIATION REPRESENTATION*

Bargaining unit members shall have the right to Association representation at employer meetings, which may lead to disciplinary action. In order to provide the opportunity to secure such representation, the employer shall give at least two working days notice to bargaining unit members who may be directed to appear at any such meeting. The District shall have the right to suspend an employee with pay pending the scheduling of an employer meeting.

## **ARTICLE 20**

### *WORK DAY/WORK YEAR*

- A. Full-Time Employees are those who work five (5) or more hours per day and are entitled to a 30 minute paid lunch period per day, plus normally scheduled breaks. If supervisory directions forces an employee to work through lunch or normally scheduled breaks, and these are not re-scheduled then such time shall be paid.
- B. Part-Time Employees are those who work less than five (5) hours per day, daily or less than four days per week and are entitled to normally scheduled breaks. If supervisory directions forces an employee to work through normally scheduled breaks and they are not rescheduled, such time shall be paid.
- C. Hours for all full time employees will be set by the immediate supervisor with the approval of the Superintendent.
- D. Employees shall have the right to request to leave the work site with pay in instances where students are not in attendance, and there is no work for the employee and/or need for his/her continued presence. Approval shall be at the building principal's discretion.

## **ARTICLE 21**

### *UNIFORMS*

- A. CAFETERIA
  - 1. A uniform allowance of \$170.00 will be available to all regular cafeteria workers. The uniform is required for all cafeteria staff. It is understood that the type, color and design of the uniform must be approved by the Superintendent. Colors are permissible and items including short shorts and jeans are impermissible. Note: Allowance may be spent for shoes/boots as long as the appropriate uniform is worn to work daily.
  - 2. Each returning cafeteria employee shall pick up an official uniform/show claim form from the District Business Office between June 1 and June 30.

Provided that the claimant completes and returns the claim to the District Business Office on or before July 15, the District shall on or before August 1, provide each such claimant a check in the amount not to exceed the annual contractual uniform/shoe allowance. If a returning employee fails to submit the claim on or before July 15, thereafter the District will, within sixteen (16) days of receipt of the claim by the District Office, issue to the claimant a check in the amount not to exceed the annual contractual uniform/shoe allowance. Each cafeteria employee hired after June 30 shall be given a uniform claim form in the packet of hiring materials. Within sixteen (16) days of submission of the completed claim form to the District Business Office, the newly-hired cafeteria worker shall receive a check in the amount not to exceed the annual contractual uniform/shoe allowance.

3. The District will provide smocks for voluntary wear by cafeteria monitors.

## B. CUSTODIANS

1. The District will provide five (5) shirts to each regular head custodian, custodian, and cleaner. The uniform allowance will be used to replace the shirts. A uniform allowance of \$170.00 per year will be available to all regular head custodians, custodians and cleaners. It is understood that the type, color and design of the uniform must be approved by the Superintendent. Note: Allowance may be spent for shoe/boots as long as the appropriate uniform is worn to work daily.
2. Each returning head custodian, custodian and cleaner shall pick up an official uniform/shoe claim form from the District Business Office between June 1 and June 30. Provided that the claimant completes and returns the claim form to the District Business Office on or before July 15, the District shall, on or before August 1, provide each such claimant a check in the amount not to exceed the annual contractual uniform/shoe allowance. If a returning employee fails to submit the claim on or before July 15, thereafter the District will, within sixteen (16) days of receipt of the claim by the District Office, issue to the claimant a check in the amount not to exceed the annual contractual uniform/shoe allowance. Each head custodian, custodian and cleaner hired after June 30 shall be given a uniform/shoe claim form in the packet of hiring materials. Within sixteen (16) days of submission of the completed claim form to the District Business Office, the newly hired head custodian, custodian or cleaner shall receive a check in the amount not to exceed the annual contractual uniform/shoe allowance.

## C. REGULAR

The term "regular" as used in paragraphs A and B of this Article shall be defined as an employee who works for the District a prescribed number of days each week without begin called-on on a per diem basis.

The uniform allowance of one hundred seventy (\$170) dollars shall be prorated per the number of days the regular employee works during a five (5) day work week. For example, a regular employee who works three (3) days per week is entitled to three-fifths (3/5) of the one hundred seventy (\$170) dollar clothing allowance, or one hundred two (\$102) dollars.

The number of shirts shall be prorated per the number of days the regular custodian or cleaner works during the five (5) day work week. For example, a regular employee who works four (4) days per week shall receive four (4) shirts.

**ARTICLE 22**  
**COMPENSATION**

- A. All returning employees shall receive an increase in their base salaries of the following:

<u>2014-2015</u>	<u>2015-2016</u>	<u>2016-2017</u>
3.0%	3.0%	3.0%

Minimum Beginning Salaries<sup>1</sup>

TITLE	2014-2015	2015-2016	2016-2017
Account Clerk	\$9.93	\$10.03	\$10.13
Account Clerk/Typist	\$10.26	\$10.36	\$10.47
Cleaner	\$8.20	\$8.28	\$8.37
Cook/Manager	\$9.58	\$9.68	\$9.78
Custodian	\$8.90	\$8.99	\$9.08
Food Service Helper	\$8.20	\$8.28	\$8.37
Head Custodian	\$9.58	\$9.68	\$9.78
LPN	\$13.95	\$14.09	\$14.23
School Lunch Manager	\$11.72	\$11.83	\$11.95
School Monitor	\$8.20	\$8.28	\$8.37
School Nurse Assistant	\$9.58	\$9.68	\$9.78
Senior Account Clerk	\$10.86	\$10.97	\$11.08
Senior Typist	\$9.93	\$10.03	\$10.13
Student Record Specialist	\$16.08	\$16.24	\$16.40
Teacher/Library Aide	\$8.55	\$8.64	\$8.73

New Hires

The District shall hire new employees at a rate not exceeding 1.5 times the above minimum salaries.

- B. PAY FOR WEEKEND WORK AND/OR OVERTIME

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<sup>1</sup> All wages will be increased as required by the New York State minimum wage which requires an hourly wages to be no less than \$8.00 on 12/31/13, \$8.75 on 12/31/14 and \$9.00 on 12/31/15. (see <http://www.labor.ny.gov/workerprotection/laborstandards/workprot/lshmpg.shtm>)

1. Assignments shall be posted and volunteers within the appropriate job title shall choose such assignments in order of seniority on a rotating basis. When possible, assignments for cafeteria weekend work and/or overtime will be posted in both buildings two weeks prior to the event. In the instance where insufficient bargaining unit members volunteer for any weekend work and/or overtime assignment, the immediate supervisor shall assign in order of inverse seniority on a rotating basis. In any instance of critical emergency where there is no opportunity for prior notice posting, or in an instance where a bargaining unit member who has already volunteered for the assignment but is subsequently unavailable and cannot give timely notice of such unavailability, the immediate supervisor shall have the right to seek volunteers without prior notice posting, and in extreme emergency situations only, to assign without regard to seniority rotation. Overtime compensation, other than chaperoning assignments as per Article 22 J. below, shall be paid as time and one-half for work performed beyond eight (8) hours or forty (40) hours per week. Weekend building checks (the assignment of which is at the discretion of management) shall be paid as time and one-half for work performed.
2. Compensatory Time Option for Overtime
  - a. There shall be a maximum of forty (40) hours which may be worked as overtime for compensatory time, resulting in a maximum of sixty (60) hours of compensatory time to be earned per year. Compensatory time earnings and accumulations must have the prior approval of the Superintendent or his/her designee.
  - b. For the purpose of calculating compensatory time, the term "year" shall refer to the Contract year, July 1 to June 30.
  - c. Compensatory time off must be arranged with the immediate supervisor and allowed within a reasonable time provided, however, that a sufficient number of employees are available to enable the orderly and efficient completion of scheduled work.
  - d. Compensatory time usage shall be limited to a maximum of five (5) days in a given month or five (5) days in succession with at least a fifteen (15) day period before additional compensatory time is granted.
  - e. The District will pay to the employee, his/her entire compensatory time accumulation through the normal payroll procedure upon written request by the employee.
  - f. All accrued compensatory time remaining at the conclusion of a Contract year shall be paid in the last payroll period of the Contract

year at one and one-half (1 1/2) times the employee's prevailing hourly rate. Unit members leaving employment at other times than the conclusion of a Contract year shall receive payment for unused compensatory time with their last paycheck.

3. When school is canceled because of snow, ice, or other causes which makes employee travel to work potentially hazardous, 52 week employees shall be given travel consideration in arriving late to work and flex time will be made available. Employees who arrive late shall not suffer any pay deduct or disciplinary consequences and will work eight hours.
4. There shall be no involuntary assignment to less than the total number of hours constituting the additional assignment without the mutual agreement of the affected bargaining unit member(s) and supervisor.
5. For cafeteria assignments, the rate of pay for weekend or extra work shall be his/her regular rate of pay.

#### C. SUMMER PROGRAMS

Summer programs funded locally or by State or Federal Funds will be contracted to the employees separately. Benefits (personal illness, personal days, etc.) accrued during the regular school year (September 1 - June 30) may be used during this period if the need presents itself, however, no additional benefits for the summer accrue, i.e. vacation days, personal illness, etc.

#### D. ADDITIONAL PAY

The administration reserves the right to award merit increases.

#### E. SHIFT DIFFERENTIAL

The night shift differential of \$.35 per hour will be paid to those whose shift starts after 1:00 p.m. The employer is not obligated to pay the night shift differential to employees who volunteer for summer night shift.

#### F. LONGEVITY

Each employee who has served more than ten (10) years in the District shall receive a yearly longevity payment of five hundred (\$500) dollars.

Each employee who has served more than fifteen (15) years in the District shall receive a yearly longevity payment of seven hundred (\$700) dollars.

Each employee who has served more than twenty (20) years in the District shall receive a yearly longevity payment of nine hundred (\$900).



Each employee who has served more than twenty-five (25) years in the District shall receive a yearly longevity payment of one thousand one hundred (\$1,100) dollars.

Each employee who has served more than thirty (30) years in the District shall receive a yearly longevity payment of thousand three hundred (\$1,300) dollars.

Part-time employees shall receive a percentage of the above amounts based on the number of hours worked divided by five (5) times the longevity payment (e.g., a part-time employee who is regularly assigned to work four [4] hours per day shall receive the yearly longevity payment of 4/5, or eighty [80%] percent, of \$400 equal to three hundred twenty [\$320] dollars.) In the event a part-time employee was employed for varying hours per day throughout the school year, the longevity award shall be determined by using the average hours worked per day for those days employed by the District.

These payments are payable at the option of the employee in a lump sum or by pay period.

#### G. SUBSTITUTING

1. Bargaining unit members who are requested to substitute for an instructional staff member will be paid based upon the greater of their daily wage or the daily rate paid to uncertified teachers. Said substituting shall be for either a half (1/2) day or a whole day. Said compensation shall be for half (1/2) the greater daily wage or rate or the whole daily wage or rate respectively.
2. Bargaining unit members who are requested to substitute in another bargaining unit member's absence shall after the tenth consecutive day of substitute duties, be paid a differential consistent with the wage schedule for that title.

#### H. COACHING AND ADVISORS

Bargaining unit members who perform coaching or advisor duties shall be paid pursuant to the instructional bargaining unit contract.

- I. Support staff employees will be admitted to all Harpursville home athletic events without charge.

#### J. CHAPERONING

Reimbursement for meals will be paid upon presentation of receipt, taking into consideration time of departure, length of trip and arrival, etc., upon the approval of the Superintendent.

All employees working at extra curricular activities will be paid at the same rate as teachers.

#### K. IN-SERVICE

Support Staff Personnel: To receive payment for attendance at a workshop and/or course, the following procedures are to be followed:

1. The request must be approved by the Superintendent prior to taking the course.
2. The course or workshop must relate to information and/or knowledge that would be needed or useful in the individual's duties as a district employee.
3. The course or workshop must meet after the employee's normal working hours.
4. The request, in the case of workshop or course, not sponsored by the District, the Teachers Center or BOCES, must include an outline of the material to be covered and the name or names of the instructors.
5. If the District is paying a tuition charge, a registration fee or incidental cost of the employee, then a stipend will not be considered.
6. The stipend to be paid will be determined by the Superintendent and should be based on the amount of time required of the employee outside of normal working hours.

These procedures are for courses that an employee desires to take, not those that the District requires an employee to take.

#### L. PAY DISTRIBUTION

1. Bargaining unit members may choose either of the following methods for receiving pay. Said choice must be in writing and must be made prior to August 15 of each year. Once a selection is made, it may not be changed until the following August 15. If an employee does not provide written notice of a change, it will be assumed that the employee's method of pay is to remain unchanged.
  - a. Bargaining unit members will be paid in accordance with the payroll timesheet schedule. An annual salary will be computed by multiplying the hourly rate by the number of regularly scheduled hours per year (including paid holidays). The annual salary will be divided so that an equal amount of the annual salary will be paid in each paycheck. (If the predicted annualized salary schedule results in a year in which twelve-month employees do not receive a paycheck every other week, the Association shall be timely engaged to negotiate a variance to that

year's schedule.) In no case, will a less than twelve-month bargaining unit member work hours for which (s)he is not paid.

- 1) Any change in the hourly rate, the regularly scheduled number of work hours per day or the regularly scheduled number of workdays per year will result in a re-calculation and adjustment of the annual salary.
  - 2) Hours worked beyond the regularly scheduled number of work hours per year shall be adjusted in the last two paychecks each year, with each employee given such notification on or before May 15.
2. Bargaining unit members will be paid in accordance with the payroll timesheet schedule for hours actually worked during each pay period for which bargaining unit members are scheduled to be paid.
  3. Other than twelve month bargaining unit members who choose an annualized salary may opt for a 26-payroll schedule similar to that utilized for teachers, which will defer pay such that four paychecks will be distributed on the final workday in June.

#### M. TEN MONTH PAYROLLS

The District shall pay ten (10) month employees coincident with professional staff.

### **ARTICLE 23** *PERSONNEL FILES*

Each unit member shall have the right to review all material placed in his/her personnel files except confidential information and references regarding the employee's pre-employment period. Such review shall be by appointment and in the presence of the person designated responsible for safekeeping of files.

Unit members shall have the opportunity to read all material to be placed in their file. Effective July 1, 2000, the unit member shall acknowledge he/she has read the material by affixing his/her signature or initials and the date on the actual copy to be filed, with the understanding that such signature merely signifies he/she has read the material. The employee shall have up to two (2) working days to affix his/her signature or initials to the document. Signature does not necessarily indicate agreement with its contents. The unit member shall have the right to answer any material and his/her answer shall be attached to the file copy. Such answers must be made within ten (10) working days of the date on which the material was initialed.

## **ARTICLE 24**

### *REDUCTION IN FORCE*

Any reduction in force of competitive civil service titles shall be in compliance with the relevant Civil Service Law.

Any reduction in force of non-competitive or labor class civil service titles shall be as follows:

- Seniority shall be defined as continuous service since the employee's initial date of hire in a job title represented by the Association. Voluntary resignation of employment shall constitute a break of service.
- In the event the District decreases the number of members employed in a specific job title and a layoff becomes necessary, seniority will be a major factor in determining which employee is laid off. Special education aides and teacher aides shall be considered to serve in the same job Civil Service job title of "teacher aide."
- Member(s) who are laid off shall be placed on a two (2) year preferred list for the job title from which each was laid off. A bargaining unit member who is hired into the vacancy shall bring all seniority, vacation, retirement and leave credits to the new position.

Seniority will be a major factor in consideration of any reduction in work hours. Whenever and wherever possible, the most senior employee's total work hours shall be preserved.

## **ARTICLE 25**

### *RIGHTS OF EMPLOYER*

Except as otherwise specifically provided in this agreement, the employer shall have the customary rights, powers and functions, for example to direct the employees, to hire, promote, suspend, take disciplinary action and to otherwise take whatever actions are necessary to carry out the mission of management pursuant to statute and existing practice.

## **ARTICLE 26**

### *DURATION*

The provisions of this agreement shall be in effect as of the date of July 1, 2014 and shall remain in effect until June 30, 2017.

**ARTICLE 27**  
*SIGNATURES*

For the Association:

For the District:

\_\_\_\_\_  
President

\_\_\_\_\_  
Superintendent

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date