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GEN 15041

NEGOTIATED AGREEMENT
BETWEEN
FORT PLAIN SCHOOL RELATED PERSONNEL
ASSOCIATION
AND THE
SUPERINTENDENT OF THE FORT PLAIN CENTRAL
SCHOOL
BOARD OF EDUCATION
FORT PLAIN, NEW YORK

JULY 1, 2007 - JUNE 30, 2012

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**NYS PUBLIC EMPLOYMENT
RELATIONS BOARD**

63

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ARTICLE I - GROUND RULES AGREEMENT

A. Recognition

The District hereby recognizes the Association as the official negotiating agent for all school related personnel who work in excess of twenty-three (23) hours per week under the following titles: bus driver (regular run), bus driver (full time), cleaner, maintenance worker, custodian, clerk/typist, aides, food service helper; cook; and repairman. Excluded from the unit are temporary replacements of one year or less, any other employees who are not employed on a regular basis, and/or any position not named herein.

B. Opening Negotiations

Upon written request of either party for a meeting to open negotiations for a new contract, a mutual acceptable meeting date shall be set not more than fifteen (15) days following such request. In any given school year, such request shall be made on or before February 1. Any issues proposed for discussion shall be submitted in writing by the Association to the CSO or his designated representative(s) at the first meeting. The CSO shall submit, in writing, to the school related personnel representative(s) all additional issues upon which (s)he wishes to negotiate no later than the second meeting. The second meeting and all subsequent meetings shall be called at times mutually agreed upon by the parties.

C. Exchange of Information

Both parties shall furnish each other, upon reasonable request, with available information pertinent to the issue(s) under consideration.

D. News Releases

The parties agree that, during the period of negotiations and prior to reaching an agreement to be submitted to the CSO and the Association, the proceedings of the negotiations shall not be released unless such an issuance has the prior approval of both parties or unless impasse is declared.

ARTICLE 2 - GRIEVANCE PROCEDURE

A. Declaration of Policy

It is hereby declared to be the purpose of these procedures to provide a means for orderly settlement of differences, promptly and fairly, as they arise and to assure equitable and proper treatment of employees.

B. Definitions

A grievance is any alleged violation of this contract collectively negotiated between the CSO and the School Related Personnel Association.

Employee shall mean any member of the negotiating unit covered by this Agreement.

The Association is the Fort Plain School Related Personnel Association.

C. Basic Principles

1. Since it is the intent of these procedures to provide for the orderly settlement of differences in a fair and equitable manner, the resolution of a grievance at the earliest stage is encouraged.
2. An employee or the Association shall have the right to present grievances in accordance with these procedures, free from coercion, interference, restraint, discrimination or reprisal.
3. An employee or the Association shall have the right to be represented at any stage of the procedures by a person or persons of their choice.
4. All hearing shall be confidential.
5. It shall be the responsibility of the CSO of the District to take such steps as may be necessary to give force and effect to these procedures. Each administrator or supervisor shall have the responsibility to consider promptly each grievance presented and to make a determination within the authority delegated, within the time specified in these procedures.
6. The function of these procedures is to assure equitable and proper treatment under this contract.
7. Each party to a grievance shall have access to all written statements and records pertaining to such grievance.
8. The right to initiate a grievance under this Article shall be deemed waived unless the grievance is presented in writing to the employee's immediate supervisor within thirty (30) calendar days of when the aggrieved party knew or should have known of its occurrence.

D. Procedures

Step 1 - Supervisor

- a. An employee having a grievance will discuss it with his/her immediate supervisor with the objective of resolving the matter informally.
- b. If the grievance is not resolved informally, it shall be reduced to writing and presented to the immediate supervisor.
- c. The immediate supervisor shall render a written determination to the aggrieved party within seven (7) business days after the written grievance has been presented to him.

Step 2 - Superintendent

If the aggrieved party is not satisfied with the Step 1 determination, or if a decision at Level 1 has not been rendered in seven (7) business days, a written appeal may be filed with the Superintendent within seven (7) business days after the employee has received a written decision (or the time for rendering a written decision has lapsed). The Superintendent may hold a hearing to obtain further information regarding the grievance. Members of the District's board of education shall have the option of attending the hearing. The Superintendent, or designee, shall render a written decision concerning the grievance within fifteen (15) business days of its submission to him/her.

Step 3 - Arbitration

- a. If the Association is not satisfied with the Level 2 decision, or if a Level 2 decision has not been rendered within fifteen (15) business days, the Association's Grievance Committee may submit the grievance to the American Arbitration Association (AAA) by filing a Demand for Arbitration on the Superintendent and with the AAA, within fifteen (15) business days after the parties receive a Step 2 decision (of the time for such a decision has lapsed).
- b. The rules and procedures of the AAA shall apply.
- c. The decision of the Arbitrator shall be final and binding on the parties.
- d. The costs for the services of the Arbitrator, including expenses (e.g., transcripts, if mutually agreed upon), if any, shall be borne one-half by the District and one-half by the Association.
- e. The arbitrator will be without power or authority to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of the Agreement. The arbitrator shall have no power to alter, add to or detract from the provisions of the Agreement.

ARTICLE 3 - CONDITIONS OF EMPLOYMENT

A. Maintenance of Standards

The employer agrees that all conditions of employment relating to wages and general working conditions shall remain in effect during the life of this contract.

B. Due Process - Removal and Other Disciplinary Action

1. Any bargaining unit member who has successfully completed his/her probationary term (6 months) shall not be removed or otherwise subjected to any disciplinary penalty provided in this section except for incompetence or misconduct shown after a hearing upon stated charges pursuant to this section. Such hearing shall follow the format of appearance and adjudication in the following order:
 - a. Chief Executive Officer
 - b. School Board
 - c. American Arbitration Association

The maximum time limits between each step shall be ten (10) workdays. If Step 3 is used (American Arbitration Association), the parties shall be bound by the Rules of the American Arbitration Association, and the arbitrator's decision shall be binding and final on both parties. The cost for this service shall be borne equally between the parties.

2. Persons disciplined under this provision shall have the right to elect either the procedure through arbitration as outlined above or the procedure outlined in Sections 75 and 76 of the Civil Service Law, but not both. Upon service of disciplinary charges, a person shall have eight (8) days to notify the Chief Executive Officer of which procedure he/she elects. In the absence of a timely election, the person will be deemed to have elected arbitration under this provision. Any person electing arbitration under this provision, or deemed to have made such an election will be deemed to have waived any rights he/she has pursuant to Sections 75 and 76 of the Civil Service Law.

C. Seniority in Case of Consolidation

A bargaining unit employee originally employed by one of the former districts will carry into the consolidated district exactly the same Civil Service rights he/she had in the former district in which employed. In the event the districts have different salary and/or benefit levels, bargaining unit employees shall receive the highest salary and benefit level provided in negotiated agreements in existence at the time of the merger. Excess staff situations caused by merger will be resolved by application of the seniority principle if the matter cannot be resolved by attrition. A preferred eligible list will be established and if a position opens those laid off will be given first opportunity to fill the position, if qualified. Such employees will remain on the list for four (4) years.

D. Posting of Vacancies

All full time vacancies will be posted for five (5) workdays. Any qualified employee may apply in writing to the CSO. In filling vacancies, the following order of preference will be followed:

1. Applicants with three (3) or more years of District service will be given first consideration.
2. Applicants with less than three (3) years of employment in the District will be given second consideration.
3. Currently employed food service helpers will be given consideration as per 1 and 2 above when filling vacancies in the cook's position.

ARTICLE 4 - EMPLOYEE BENEFITS

A. Health Insurance

The District agrees to assume, for all individuals employed prior to July 1, 1995 represented by the Association and their dependents, the entire cost of the health insurance program at least equal to that in effect at the commencement of the contract period. For individuals employed after July 1, 1995 the bargaining unit member will pay 7.5% of the cost for coverage under the insurance programs. For individuals employed after July 1, 1998 the bargaining unit member will pay 7.5% of the costs for individual coverage under the insurance program, and 10% of the costs for two person or family coverage under the insurance program. Effective July 1, 2002, new hires pay 7.5% of the costs for individual coverage under the insurance program, and 15% of the costs for two person or family coverage under the insurance program. Persons hired to commence work on or after July 1, 2007, shall pay 10% of the costs of individual coverage under the insurance program, and 20% of the costs for two person or family coverage under the insurance program.

Employees may select from the following health insurance options offered by the district.

1. One of the conventional plans with no additional incentives provided by the District.
2. A high deductible health saving account (HSA) plan which the district agrees to contribute \$2000 per employee each year for five years into the employee's individual health saving account.
3. Health Insurance Plan Buy-out: The District and the School Related Personnel Association recognize that the health insurance program provided by the District may not meet the unique needs of all employees. If an employee elects not to participate in the

District's health insurance plan, then that employee shall receive a lump sum payment in accordance with the following conditions:

- a. Employees must declare by September 15, of any school year their desire not to join the health insurance program for that school year. Once an employee has opted for the alternative health insurance (buy-out), the employee will continue to receive the alternative health insurance plan (buy-out) until the employee applies for reinstatement in the health insurance plan.
- b. It is understood that once an employee opts not to join the health insurance program that re-enrollment in the health insurance program can only occur in October or July of any school year, or at such time designated by the school's carrier. Applications must be submitted fifteen (15) days prior to the re-entry month.
- c. The District will pay a lump sum to an employee opting not to receive health insurance. That sum shall be \$1,200 for family and two-person coverage and \$600 for single person coverage. Such payment shall be made to the employee at the end of the fiscal year, i.e., June 30. An employee who opts to re-enroll in the health insurance plan during a year in which they elected to dis-enroll will receive a prorated lump sum payment of the above payment based on the period of non-participation.

B. Dental Insurance

If the District agrees to provide dental insurance coverage to the members of the Fort Plain Teachers' Association, the District agrees to provide the same coverage to the members of the Fort Plain School Related Personnel Association.

C. Retirement

1. The District will assume the full cost of the 75-I Plan of the New York State Employees' Retirement System.
2. Any member of this bargaining unit that retires from the District, on or after July 1, 2007, in accordance with the requirements of the New York State Employees' Retirement System and the requirements of this agreement, shall receive:
 - a. Health insurance coverage under the District's plan for the remainder of their life, with the district paying 90% of premium cost of an individual policy for the retiree and the retiree paying the remaining premium.
 - b. Effective July 1, 2007, Fort Plain Central School District retirees and surviving spouses who become Medicare eligible or reach the Medicare eligible age (currently 65) will be enrolled in a Medicare Advantage Program. The current Traditional Plan will no longer be available as an option. The Medicare Advantage Program will be administered by an approved Provider in the area that the Retiree/Surviving Spouse has a legal residence meeting eligibility guidelines for enrollment.
3. The bargaining unit member must have been employed by the District for ten (10) consecutive years immediately prior to retirement.
4. The bargaining unit member must submit a letter of resignation for retirement purposes (for immediate acceptance by the Board of Education of the district) at least six (6) months prior to the effective date of retirement in order to be eligible to receive this retirement incentive.

D. Sick Leave

1. Annual Entitlement

It is hereby agreed that each school related employee shall be entitled to fifteen (15) days of sick leave per school year.

2. Sick Leave Accumulation

Effective July 1, 1995 unused days of sick leave will be allowed to accumulate to a maximum of 200 days.

3. Payment for Unused Sick Leave at Time of Termination

When an employee leaves the school system, he/she will be paid for unused sick days according to the following formula:

For full time employees - Number of days x \$20 (to a maximum of 200 days)

For part time bus drivers - Number of days x \$10 (to a maximum of 200 days).

4. Excess Days

The District agrees to pay each member, not later than July 10th of each year, to a maximum of fifteen (15) days for sick leave credited beyond their maximum allowable accumulation according to the following formula:

For full time employees - Number of days x \$20 (to a maximum of 15 days)

For part time bus drivers - Number of days x \$10 (to a maximum, of 15 days).

5. Illness in Family

In each year, no more than five (5) family illness days may be deducted from the fifteen (15) days of sick leave. The Superintendent or his/her designee may, in his/her exclusive discretion, permit the use of more than five (5) family illness days to be deducted from sick leave when extenuating circumstances exist.

6. Death in the Family

Leave will be given for each occurrence of death in the immediate family*. Said leave will be allowed for five (5) consecutive days, including the day of death. Paid leave will be given for any workdays falling during this five (5) day period. Paid leave will be deducted from the employee's accumulated sick leave. If the employee does not have sufficient accumulated sick leave, then said leave shall be unpaid.

*Immediate Family Definition - spouse, son, daughter, mother, father, guardian of employee, grandparents, grandchildren, step-children, step-parents, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother, sister, brother-in-law, sister-in-law, or relative by blood or marriage residing with the family.

7. Serious Family Illness

Paid leave will be given for each occurrence of serious family illness in the immediate family*, to a maximum of fifteen (15) work days per year. Serious illness is defined as being listed in critical

or serious condition by the doctor or the hospital. This paid leave will be deducted from the employees' accumulated sick leave. If the employee does not have sufficient accumulated sick leave, then said leave shall be unpaid. A doctor's certificate may be required by the Superintendent of his/her designee. The Superintendent or his/her designee may, in his/her exclusive discretion, permit the use of more than fifteen (15) work days per year to be deducted from sick leave for serious family illness when extenuating circumstances exist.

*Immediate Family Definition - Spouse, son, daughter, mother, father, guardian of employee, grandparents, grandchildren, step-children, step-parents, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother, sister, brother-in-law, sister-in-law, or relative by blood or marriage residing with the family.

8. Doctor's Excuse

The Superintendent or his/her designee may require any employee absent more than (3) consecutive days to provide a doctor's certificate as to the cause.

E. Personal Leave

The District agrees that each employee shall be entitled to five (5) days of leave per year for personal business. These personal leave days will be deducted from regular sick leave. A personal day is to be used only for completing business which cannot be conducted during non-school hours. Personal days shall not be used for other employment purposes and shall not be used for the purpose of extending a vacation or holiday. Requests for personal leave must be given at least forty-eight (48) hours in advance, in writing to the CSO, except in an emergency.

F. Leaves of Absence

Leaves of absence without pay will be at the discretion of the board of education.

G. Paid Holidays

It is mutually agreed that all twelve (12) month and eleven (11) month employees will be eligible for eleven (11) paid holidays each year. This would include nine (9) days in Group A and two (2) days agreed upon from Group B at the beginning of each fiscal year.

GROUP A

July 4th
Labor Day
Veterans' Day
Thanksgiving (Thursday and Friday)
Christmas
New Year's
Good Friday
Memorial Day

GROUP B

Martin Luther King Day
Columbus Day
Monday when Christmas falls on Tuesday

Friday when Christmas falls on Thursday
Monday when New Year's falls on Tuesday
Friday when New Year's falls on Thursday
Friday when July 4th falls on Thursday
Monday when July 4th falls on Tuesday

H. Paid Vacations

1. All twelve (12) month employees (i.e., custodians and full time bus garage employees) will receive paid vacation time according to the following schedule:
 - a. One week after six full months of employment;
 - b. Two weeks after one full year of employment;
 - c. Three weeks after five full years of employment;
 - d. Four weeks after fifteen full years of employment
 - e. Five weeks after twenty full years of employment.
2. Eleven month employees will receive paid vacation time according to the following schedule:
 - a. One week after six full months of employment;
 - b. Two weeks after one full year of employment;
 - c. Three weeks after five full years of employment.
3. Ten month employees do not receive paid vacation.
4. Custodians and full time bus garage employees can only take up to three weeks of their earned vacation time during the summer. Additional time must be arranged at the discretion of the immediate supervisor.

I. Physical Examinations

An annual medical examination will be required of all employees as prescribed by the Education Law of the State of New York. Such examination will be made by a physician of the employee's choice or by the school physician. The medical examination must be completed by January 1st in a given school year. In all examinations, forms provided by the Fort Plain Central School Board of Education will be used. Any school employee, who is examined by a physician of his choice, will be reimbursed \$75 for mandatory physical examinations and \$35 for non-mandatory physical examinations by the District. Any medical fees or services in excess of those noted above must be paid by the employee. All other medical fees and services which are required by the District and not reimbursed by the District's health insurance carrier shall be paid for by the District.

J. Leave of Absence for Pregnancy Related Disability or Child Rearing

1. Pregnancy Related Disability Leave

An employee may use her accumulated sick leave, during any period of pregnancy related disability, provided that she provides the Superintendent with a certification from her physician indicating that she is unable to perform the full duties and responsibilities of her position.

2. Child Care Leave

- a. An employee may request and shall be granted a child care leave of absence without pay for a period of not more than two calendar years for the purpose of caring for a newborn child or, in the case of adoption, a newly adopted child. Upon request from the employee, the length of such leave may be extended by the District in its discretion. An employee may not return to work prior to the approved termination of such leave without the Superintendent's approval. The granting of the request for return prior to the end of the leave shall be at the discretion of the Superintendent.
- b. An employee who desires child care leave shall make a written request for such leave to the Superintendent at least three (3) months prior to the requested commencement of such leave and must specify the expected commencement and termination dates. In the event an employee adopts a child, the three-month notification requirement for requesting childcare leave shall be waived, and the employee shall make a written request for such leave within thirty (30) days of receiving custody of the child.
- c. Employees on childcare leave shall be privileged to continue to participate in the District health insurance plan for the period of the childcare leave. The employee shall pay 100% of the cost of any insurance premiums due as a result of such participation. No other supplements to salary or benefits of any kind other than those contained in the subsections above shall accrue or be paid during the period of child care leave.
- d. Upon the employee's return to work, all benefits to which (s) he was entitled at the commencement of such leave shall be restored.
- e. For probationary employees, childcare leave shall be an interruption of the probationary period and shall not be counted toward the completion of his/her probationary period.
- f. An employee on childcare leave shall not accept any other employment.

K. Injury Pay

Whenever a bargaining unit member is absent from his/her employment and/or unable to perform his/her duties as a result of accident, injury, or assault occurring in the course of his/her employment which is certified as a workers' compensation situation by the workers' compensation board, he/she will be paid his/her full salary (less the amount of any workers' compensation award made in lieu of salary for temporary disability due to said accident, injury, illness or assault) for the period of such absence, for a period of up to one (1) calendar year (365/366 days) and no part of such absence will be charged to his/her annual or accumulated sick leave. The aforementioned payments will be in effect during the time covered by the compensation payments. When partial payments go into effect, the employee will be required to resume those duties deemed appropriate by the compensation authorities reviewing the employee's case and physical condition.

L. Life Insurance

The District agrees to assume the entire cost of a \$50,000 life insurance policy with a double indemnity rider for all individuals represented by the Association.

M. Sick Leave Bank

1. **Purpose** - To cover loss of income in the case of serious illness or injury which cannot be fully covered by workers' compensation or other insurance.

2. **Administration** - The Sick Leave Bank shall be jointly administered by the CSO and the President of the Association. In case of disagreement, the CSO's decision shall prevail but shall be subject to the Grievance Procedure. The Sick Leave Bank is open to all employees of Fort Plain Central School.
3. **Membership** - All members of the bargaining unit shall be eligible for membership provided that:
 - a. They sign the appropriate application form provided by the Association by which they agree to contribute two (2) days to the bank.
 - b. They or the Association president delivers a certified copy of the form to the CSO by October 1st of each new member.
 - c. Days so contributed shall not be refundable.
4. **Notice** - The Association is responsible for ensuring that newly hired bargaining unit members are made aware of the Sick Leave Bank, and afforded an opportunity to become members of the Bank in accordance with the rules for membership.
5. **Assets**
 - a. The Bank shall be made up of all the deposited days of its membership.
 - b. Days withdrawn from the Bank shall be jointly supplied by the Bank and the District. The maximum number of days provided by the District in any fiscal year shall be forty-five (45).
6. **Limits**
 - a. No member shall incur a debt to the Bank in excess of ninety (90) days.
 - b. A member may not receive income from all sources greater than his/her regular salary amount.
7. **Repayment**
 - a. Upon returning to duty, the employee shall work out a repayment schedule with the administrators of the bank. Repayment shall be made at the rate of at least five (5) days per year.
 - b. Permanent disability or death cancels all debts to the bank.
 - c. Employees leaving the District for reasons other than retirement before a debt to the bank is repaid, shall be required to repay the District at the rate of 1/200th of yearly salary averaged over the final three (3) years of employment or for 11 or 12 month employees their daily pay rate average over the final three years of employment. Such repayment shall cause a replenishment of the bank in the amount of days so charged.
 - d. Employees retiring with a sick bank debt shall have that debt forgiven at the rate of three (3) days for each year of service to the District. Days remaining shall be subject to the same repayment charge as outlined in Section c above.

8. Replenishing Assets

- a. The administrators of the Bank shall maintain a running total of the number of days available in the Sick Leave Bank.
- b. Upon reading zero, each member of the Bank shall be assessed one (1) additional day.

N. Attendance Incentive

In each fiscal year any employee who has had perfect attendance and who fails to use any leave (except vacation or death in the family leave) provided in this Article shall receive a lump sum, one time payment of one hundred (\$100) dollars payable with such employee's last paycheck in June.

O. Other Conditions

1. Employees taking over classroom assignments for the entire day for absent teachers shall receive substitute teacher compensation if said compensation is greater than the employee's regular salary.
2. Full time bus garage employees will be provided uniforms at the District's expense.
3. Any employee required to be fingerprinted and/or have his/her criminal records checked shall be reimbursed for all costs of such fingerprints and/or criminal checks by the District.
4. Cleaners, custodians and maintenance employees shall receive an annual uniform allowance of \$100 per school year.
5. Cafeteria employees shall receive an annual uniform allowance of \$100 per school year.
6. Employees shall receive \$25 per credit hour for any course that (s)he is required to take to retain his/her employment, provided the employee's taking the course is approved by the CSO.

ARTICLE 5 - MISCELLANEOUS PROVISIONS

A. Reopening Provision

The CSO and the Association agree that any one item included in the contract that is found to be unreasonable or unworkable by both parties, may be opened for renegotiations by the agreement in writing of both parties.

B. Payroll Deduction of Dues

The District agrees to deduct from the salaries of employees, dues for the Fort Plain School Related Personnel Association and its affiliates, as said employees individually and voluntarily authorize the District to deduct, and to transmit the monies promptly to the Association. Said dues deductions will be made in approximately equal installments beginning with the second paycheck in September and extending over the ten (10) month pay period.

C. Agency Fee

1. The Fort Plain Central School District shall deduct from the salary of employees of the bargaining unit who are not members of the Fort Plain School Related Personnel Association an amount equivalent to the dues levied by the Association and shall transmit the sum so deducted to the Association in accordance with Chapters 677 and 678 of the Laws of 1977 of the State of New York. The provisions for agency fee deduction shall continue in effect so long as the Association maintains such procedure.
2. The agency fee deduction shall be made following the same procedures as applicable for dues check off, except as otherwise mandated by law or this Article of the Agreement.

D. Credit Union

The District agrees to make payroll deductions for the Montgomery County Teachers' Federal Credit Union upon receipt of the appropriate authorization of the individual employee.

E. Payroll Savings Plan

The District agrees to make payroll deductions for the purchase of U.S. Savings Bonds in increments equal to the purchase price of standard denomination bonds upon receipt of the appropriate authorization from the individual employee.

F. Other

1. A current copy of the Board Policy Handbook shall be made available to the President of the Association upon request after the beginning of the new school year.
2. The District shall be responsible for the typing, printing and distribution of successor collective bargaining agreements.
3. The Superintendent agrees to provide upon request to the Association President a complete and updated copy of a handbook which will include, but is not restricted to the following information:
 - a. requisition procedures
 - b. student disciplinary policy
 - c. fire drill procedures
 - d. payroll dates
 - e. student attendance policy.
4. The Association shall continue to have the right to reasonable use of school facilities such as mailboxes, paper, ditto machines, copy machines, typewriters, rooms, etc. The Association will reimburse the District for supplies used for Association business.

G. Board of Education Meetings

1. The Association, upon request to the Superintendent, may be given a place on the agenda of any regular meetings of the board.
2. The board of education meeting agenda will be made available to the Association President in the Superintendent's office prior to each regularly scheduled board meeting. The District will make available to the Association President a copy of board of education meeting minutes within one week of the approval of said minutes by the board of education.

H. Personnel File

1. Employees shall have the right, upon request, to review and have copies of the contents of their personnel files, except references or materials from a confidential source, and to have an Association representative present during such review. Such review is to be at the convenience of the employee and administration office staff. The employee shall give one workday's notice to the business manager of his/her desire to review his/her file. This notice requirement may be waived by the District in its discretion.
2. An employee shall have the opportunity to include material related to his/her employment in his/her personnel file.
3. An employee shall be afforded the opportunity to review any derogatory material before it is placed in that employee's personnel file. The employee shall acknowledge that such review has taken place by affixing his/her signature and date thereto; such signature shall not indicate agreement with the contents of the material. The employee shall be supplied a copy of the derogatory material and be afforded the right to respond to said material. Any such response will be attached to the derogatory material and placed in the employee's personnel file.

I. Association Leave

1. The District shall grant excused absences with pay up to a total of two (2) workdays per year to designees of the Association for attendance at meetings of the Association and its related parent organizations. Such days shall not be deducted from the designee's personal or sick leave.
2. The President of the Association shall notify the CSO at least ten (10) days in advance of such meetings, except where a State or National affiliate give such short notice as to make compliance impracticable. In such cases, notice shall be given at the earliest possible date.

J. Association Meetings

Except in cases of emergency situations, the President of the Association shall notify the CSO at least one (1) week in advance of any scheduled Association meeting held on school property. No such request shall be denied unless the request conflicts with a previously scheduled activity.

K. Items Contrary to Law

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

L. Implementation of Agreement

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 THAT ADDITIONAL FUNDS THEREFORE, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

ARTICLE 6 - SALARY SCHEDULES AND INDIVIDUAL CONDITIONS OF EMPLOYMENT

A. Part Time Bus Drivers (Regular Bus Drivers) and Full Time Employees with Bus Driver Titles

1. Classifications of and Eligibility for Extra Trips

Type 1 - For trips occurring after 2:00 p.m., all full and part time employees with bus driver titles are eligible for extra runs on a seniority based rotation system.

Type 2 - Trips occurring during the school day but not interfering with regular run assignments. Any run of ten miles or less will be taken by a full time transportation employee, except in an emergency. A trip over ten miles may be taken by part time bus drivers.

Type 3 - Trips involving late bus assignment for the return of children home will be assigned on a weekly basis for a separate seniority based rotation system in which both full and part time drivers are eligible. If a driver accepts this assignment, he will be eligible for any extra trips assigned as long as another driver is available for the late bus run.

2. Rotation System

- a. A rotating system for assigning extra trips will be used. Seniority will prevail in annual establishment of the list. The first trip of the year will be offered to the most senior driver, etc. If a driver passes his chance to take a trip, he does not become eligible again until all other drivers have either accepted a trip or passed a trip.
- b. Drivers will be required to check a rotation checklist, provided by the head bus driver, on a daily basis between 8:00 and 8:15 a.m. If a bus driver doesn't check in then, he will be marked as a refusal.
- c. Any trip that is canceled, the driver will be eligible for the next eligible unassigned trip to make up for the trip that was canceled, without losing rotation placement.
- d. If notification for a trip is given 4 hours or less to the head bus driver then he will assign it to the most readily available driver without affecting their turn in rotation.
- e. If no one volunteers for a trip, the dispatcher may offer the trip to a substitute driver. If no volunteers are then forthcoming, the dispatcher will assign the least senior eligible member of the rotation system to take the trip. The least senior member cannot refuse unless there are extenuating circumstances.

3. Duties of Bus Drivers

- a. Bus drivers must clean their buses daily, as necessary.
- b. Each bus driver will report, in writing, the condition of his/her bus daily.
- c. Each bus driver shall report, in writing, any accident immediately after it happens.
- d. Each bus driver will adhere to scheduled routes and stops unless there is an emergency. If it is necessary to change because of an emergency, it will be reported to the CSO.

e. All bus drivers must report student discipline problems or parent complaints to the building principal within twenty-four (24) hours.

B. **Seniority** will be considered if a new run opens up. However, if there is a conflict, the CSO will make the final decision.

C. **Compensation for Extra Trips**

Reporting of trip hours will be done by the dispatcher on a bi-weekly basis. Calculation of pay rates will be done by the District Office.

D. **Working Out of Title**

Employees who are temporarily assigned to a higher paying job will receive the higher rate after five (5) consecutive working days within the position.

E. **Teacher Aides as Substitutes**

Given that it is becoming increasingly difficult to hire either certified or uncertified substitute teachers, and given that many teacher aides carry such qualifications and/or a familiarity with the curriculum, the emergency lesson plans, the students, and school and classroom routine, the Association agrees that the district may offer currently employed aides the opportunity to voluntarily accept the responsibility to substitute for the regular teacher within their regularly assigned classroom. Such aides will be added to the Board of Education's approved substitute list.

The following conditions will be met when any aide voluntarily accepts such an assignment:

1. The district will have exhausted the normal process of acquiring a substitute for the classroom teacher. In every case, priority will be given to a certified substitute.
2. Every such assignment will be voluntary on the part of the aide. The aide acting as a substitute teacher will receive the appropriate substitute teacher pay, based on individual qualifications, in the same manner as substitutes are awarded a pay scale.
3. Each aide who becomes a substitute teacher will be replaced by a substitute aide for the duration of the substitute assignment.
4. No deduction will be made from the aide's leave time during such an assignment.
5. Either party to this agreement, the Association or the School District, may elect to unilaterally withdraw this agreement at the end of any school year. Notification must take place prior to September 1 of any school year if there is to be a change in this agreement.

Teacher Aides as Substitutes – Approved by Memorandum of Agreement on November 18, 1998.

F. **General Conditions - All School Related Personnel Salaries**

1. **Hiring of New Employees**

- a. The board reserves the right to pay up to 10% above starting rate within classification in order to obtain experienced personnel.

- b. Increases beyond the starting rate, or more than 10% for experienced personnel, will be decided by negotiations.
- c. Upon appointment, the District will notify the Association of the name of new hires within the bargaining unit, the title of the position, rate of pay and school location. The District will also provide any new hiree one (1) fifteen (15) minute period during one (1) work day within the first two weeks of employment for the purpose of meeting with an Association representative.
- d. The regular starting rate for all positions shall be as identified in the salary schedule, for the duration of this Agreement.

2. Rehiring of Teacher Aides

Teacher aides who are terminated at the end of one school year, and subsequently rehired at the beginning of the next school year, will be reinstated at their previous level of pay, plus any increment provided within the contractual agreement and will continue the level of health insurance benefits enjoyed by the teacher aide prior to the termination.

3. Overtime Rate

- a. Employees, with the exception of those paid a trip rate, will be compensated at a rate of one and one-half (1 1/2) times their normal hourly rate for all work in excess of eight (8) hours per day or forty (40) hours per week. Absences from employment because of sick leave, holidays and school closings on account of weather will be counted as time worked for overtime purposes.
- b. Part time drivers who do not take their regular run will be docked an amount equal to their hour rate. The principle is that the District cannot pay for services not rendered.
- c. Overtime shall be assigned on a rotating basis by seniority within individual buildings and job titles or classifications.
- d. Employees who are requested by their supervisor to work on Sunday or a holiday shall be paid two (2) times their normal rate.
- e. Employees who work on a Saturday shall receive premium pay of thirty cents (\$.30) per hour.
- f. When any association member is required to return to the building(s) after having worked a fully scheduled day and having left work for the day on any given day, (s)he shall be guaranteed at least two hours overtime pay at the rate of time and one-half.

4. Asbestos Workers

- a. Bargaining unit employees shall be paid the following hourly rates for hours spent performing the duties of Asbestos Worker, such duties and hours to be determined by the CSO: at the rate established by New York State for such work.
- b. The District shall provide for the defense and indemnification of regular school employees who hold (at the time of any specific occurrence) current, valid EPA approved certificates as asbestos handlers in any civil action or proceedings, state or federal, arising out of any

alleged act or omission which may occur while such employee(s) is/are acting within the scope of his/her employment or duties.

5. Wage Basis

- a. All full time, twelve month, bargaining unit personnel shall be paid on an hourly basis at the rate set forth in the annual salary notice provided to each employee.
- b. The twelve-month employees covered by this provision are cleaners, maintenance workers, custodians and bus garage employees.
- c. These twelve-month employees shall be employed for forty (40) hours per week from July 1 to June 30 each year and shall be required to submit bi-weekly time sheets prepared by the District indicating the hours worked each day.
- d. All full time, twelve month employees appointed prior to January 1, 1990 shall be paid, at the time of his/her separation from employment with the District, an amount equal to one week's pay based upon such employee's hourly rate at the time of separation.

6. Compensation Items

- a. Individual rates of pay of all employees will be increased by

2007-2008	4%
2008-2009	4%
2009-2010	4.5%
2010-2011	5%
2011-2012	5%

- b. Driver Trip Rates will be increased by 4% in 2007-2008; 4% in 2008-2009; 4.5% in 2009-2010; 5% in 2010-2011; and 5% in 2011-2012.

- c. The starting rates of pay for all positions for the term of this Agreement are

2007-2008	3%
2008-2009	3%
2009-2010	3.5%
2010-2011	4%
2011-2012	4%

<u>2007-08</u>	<u>2008-09</u>	<u>2009-10</u>	<u>2010-11</u>	<u>2011-12</u>	
22.22	22.89	23.69	24.64	25.63	Driver (Trip Rate)
11.11	11.45	11.85	12.32	12.82	Driver (Hourly Rate)
10.84	11.17	11.56	12.02	12.50	Cleaner
12.75	13.13	13.59	14.13	14.70	Maintenance Worker
13.47	13.87	14.36	14.93	15.53	Custodian
11.19	11.53	11.93	12.41	12.91	Clerk-Typist
9.86	10.16	10.52	10.94	11.38	Aide
12.17	12.55	13.00	13.53	14.08	Certified NIS
11.02	11.35	11.75	12.22	12.71	Food Service Helper
11.56	11.91	12.33	12.82	13.33	Cook
15.88	16.36	16.93	17.61	18.31	Repairperson

- d. A longevity provision shall be included paying an additional 30 cents (\$.30) per hour beginning in an employee's fifteenth year of service to the District and continuing each year thereafter. This longevity bonus shall be part of an employee's rate of pay for purposes of computing an employee's total pay but it shall be removed prior to determining any annual percentage wage increase. The longevity bonus is not subject to annual percentage wage increases.
- e. The second (night) shift differential shall be thirty cents (\$.30) per hour.
- f. During the summer period, the cleaners assigned to be in charge of the building will be paid an additional sixty cents (\$.60) per hour.
- g. There will be no increase in any other economic item of the current bargaining agreement in this successor agreement.

G. Job Descriptions

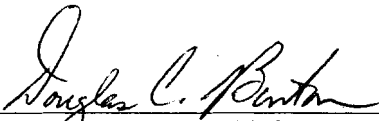
The District shall provide job descriptions for each position in the bargaining unit. The District shall provide fifteen (15) working days' notice before making any change in said job descriptions.

ARTICLE 7 - DURATION OF THIS AGREEMENT

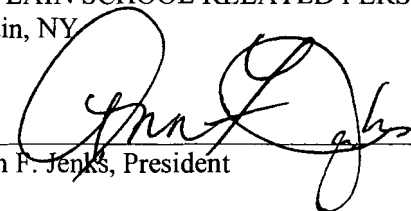
The provision of this Agreement shall be effective as of the first day of July 2007 and shall remain in full force and effect until the 30th day of June 2012.

The parties have hereunto set their hand this 3rd day of May 2007.

FORT PLAIN CENTRAL SCHOOL DISTRICT
Fort Plain, New York

By: 
Douglas C. Burton, Chief School Officer

FORT PLAIN SCHOOL RELATED PERSONNEL ASSOCIATION
Fort Plain, NY

By: 
Ann F. Jenks, President

The Fort Plain Central School Board of Education took the necessary action to allow implementation of this Agreement on May 2, 2007.

