

COLLECTIVE BARGAINING AGREEMENT

-between-

SPACKENKILL UNION FREE SCHOOL DISTRICT

-and-

**CUSTODIANS, CUSTODIAL WORKERS,
GROUNDSMEN AND MAINTENANCE WORKERS**

A Unit of the

Spackenkill Support Staff Association

Effective

July 1, 2019 through June 30, 2021

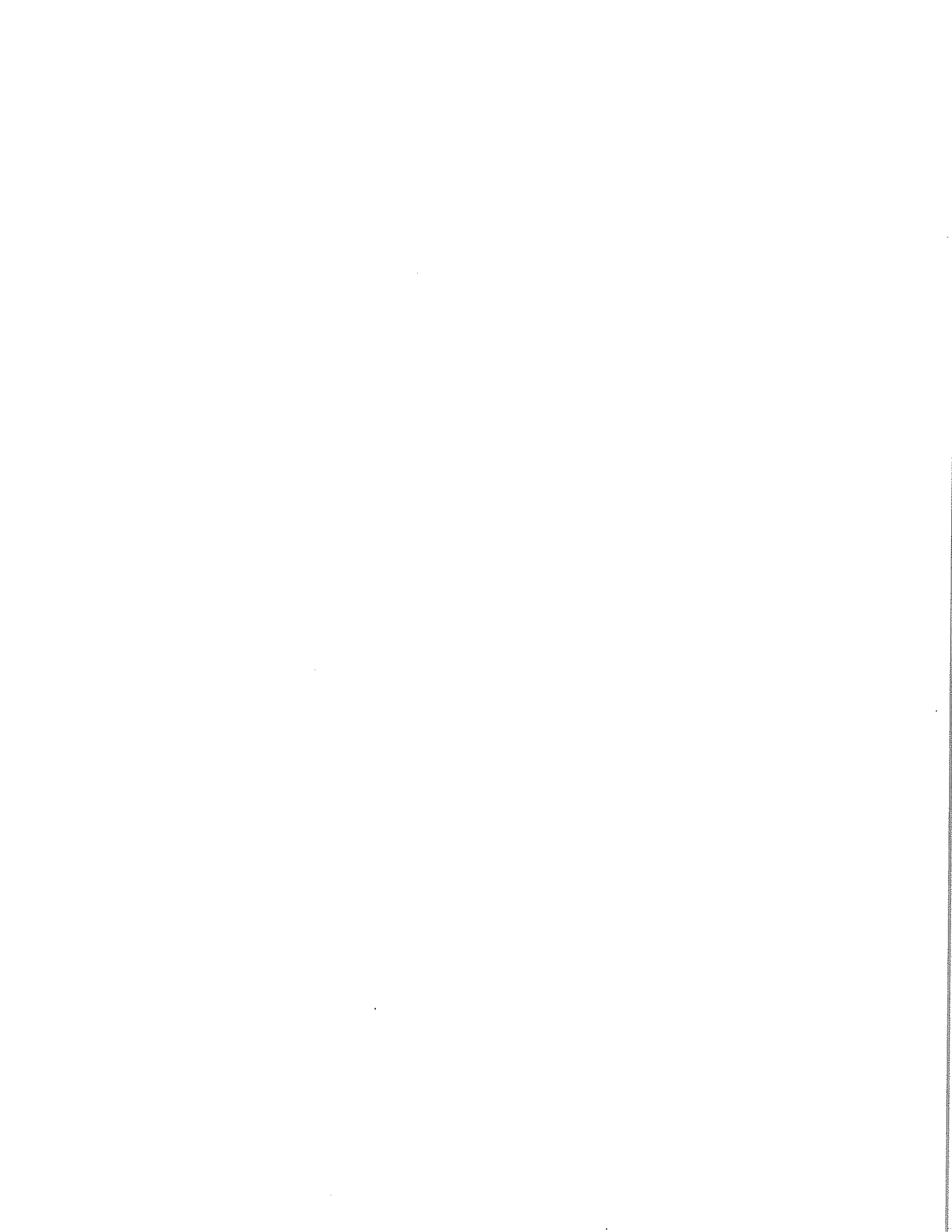


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COLLECTIVE BARGAINING AGREEMENT
BETWEEN
SPACKENKILL UNION FREE SCHOOL DISTRICT
AND
CUSTODIANS, CUSTODIAL WORKERS,
GROUNDSMEN AND MAINTENANCE WORKERS
A UNIT OF THE
SPACKENKILL SUPPORT STAFF ASSOCIATION

EFFECTIVE

July 1, 2019 through June 30, 2021

ARTICLE I
RECOGNITION

The District recognizes the Association as the official negotiating agent for all full and part time custodians, custodial workers, groundsmen, maintenance workers, and the District's bus drivers.

ARTICLE II
MANAGEMENT RIGHTS

The Spackenkill Board of Education retains the rights, power and privileges, subject to the Civil Service and Education Law, to plan, determine, direct and control, or change, the nature and extent of all its operations; to transfer and assign employees to such places or work as it may

elect, to create and abolish positions and to delegate duties, work schedules and the manner of the performance of such duties. Subject to applicable provision of this contract and law, the Board also retains the right to promote, demote, discipline, suspend or discharge employees and to relieve them from their normal duties as management sees fit, to introduce new equipment, methods of facilities or change existing methods and to make and enforce rules to carry out the functions of management.

ARTICLE III

STAFF AND ASSOCIATION RIGHTS

A. The Association retains the right to pursue, without interference from the District, its primary purpose of improving the terms and conditions of its members. Subject to the Taylor Law, the Association shall be the exclusive bargaining agent for its members and retains its right to collectively negotiate with the District in the determination of the members' terms and conditions of employment, and the administration of grievances arising from such employment with the District. For the purposes of facilitating these rights, the Association and District recognize their mutual obligation to meet at reasonable times and confer in good faith with respect to wages, hours and other terms and conditions of employment, or the negotiation of an agreement, or any question arising thereunder, and the execution of a written agreement incorporating any agreement reached if requested by the Association and the District. The parties agree that collective bargaining negotiations shall take place outside of work hours.

B. The District agrees to deduct from the salaries of its staff members dues for the Association as said staff members individually and voluntarily authorize, and to transmit the same promptly to the Association. Authorizations will be in writing.

1. The Association will certify to the District, in writing, the current rate of the membership dues of the Association. The Association will give the District thirty (30) days written notice prior to the effective date of any such change.

2. Dues deductions will be made in equal consecutive installments following filing of the authorization list with the District. The District will not be required to honor authorizations that are delivered to it later than two (2) weeks prior to the distribution of the payroll from which the deductions are to be made.

3. No later than September 30th of each year, the Association will provide the District with a list of those employees who have voluntarily authorized the District to deduct Association dues. The Association will notify the District monthly of any changes in said list.

4. Any staff member desiring to have the District discontinue deductions which he/she has previously authorized must notify the District and the Association in writing by September 15th of each year for the school year's dues. The District shall not discontinue deductions unless notice is received by September 15th.

C. Consistent with the school schedule, the Association will have the right to use school buildings for meetings at a reasonable time without cost. Requests for such use must be delivered to the principal of the building in question in advance for an appropriate meeting time and place.

D. The unit shall have the right to use the bulletin board in each employee lunch room for the purpose of displaying notices, circulars and other proper and legitimate Association material. Copies of such material will be given to the building principal in advance of posting.

E. The Association President shall be provided with a copy of the minutes and agenda of official Board meetings, as provided to Board members.

F. The Association President shall be allowed one (1) day per year to conduct union business.

G. Staff members' personnel files shall be maintained in the District office and shall contain all material relevant to a staff member's performance while in the employ of the District. Staff members shall have the right to examine and make copies of the contents of the personnel file relating to them upon request and with reasonable notice. No staff member shall be shown confidential recommendations relating to initial appointment. The staff member will be given an opportunity to acknowledge that they had the right to review such file. No material derogatory to any unit member's conduct, service, character or personality shall be placed in the file unless the employee has had the opportunity to read the material. The employee shall be afforded the opportunity to acknowledge that he/she has read such material by affixing his/her signature on the actual copy filed. However, in the event the employee refuses to sign such material, the District shall maintain the right to place the material in the employee's file. Staff members will have the right to respond in writing to any and all material placed in their personnel file provided that the response is submitted within thirty (30) days from the date of the document the employee is responding to is received. Any material proved to be false shall be removed from the file and destroyed. A staff member's personal file shall not be open to public inspection.

H. Each September 30, the Association President shall be provided with a copy of the list of unit members.

ARTICLE IV

DEFINITIONS

A. A full time employee, with the exception of bus drivers, is a District employee who regularly works at least thirty (30) hours per week for a minimum of ten (10) months per year. A full time bus driver is a District bus driver who regularly works at least twenty-five (25) hours per week for a minimum of ten (10) months per year.

B. The term "Part Time Employee" shall mean those employees of the school District who regularly work less than the full time hours described above.

C. Full time employees with the exception of bus drivers: The "Normal Work Schedule" of all full time employees, hired prior to July 1, 1998, exclusive of the maintenance position, shall be eight (8) hours per day and forty (40) hour per week, Monday through Friday. For unit members hired on or after March 1, 2008 and prior to October 15, 2009, the District shall have the discretion to schedule their regular work week anytime Monday through Saturday, provided it does not exceed 40 hours. At the discretion of the district, unit members hired after October 15, 2009 will regularly work a schedule that includes weekend days (Saturday and/or Sunday). Work days need not be consecutive. No overtime will be paid for weekend work provided it is within the unit member's regular work week.

D. Full time bus drivers: Full time employees shall work and be paid for a minimum 5 hour work day during the school year, including snow days and holidays, and a minimum 4 hour work day during the summer recess.

E. (1) For all unit members, with the exception of bus drivers: "Overtime" shall mean required and authorized work occurring after eight (8) hours of regular work has been

completed in each work day. Overtime pay shall be computed at the rate of one and one half (1½) times the normal rate of pay. Sunday and Holidays overtime shall be computed at double time. Any groundskeeper who works outside his/her normal work hours for purposes of snow removal shall be paid overtime at the rate of one and one half (1 ½) times the normal rate of pay for all such hours regardless of whether the groundskeeper has worked an eight (8) hour shift.

(2) For bus drivers: "Overtime" shall mean required and authorized work occurring after 40 hours of regular work has been completed in each work week. Overtime shall be paid for work performed on Saturdays, Sundays and mandated State of New York required holidays. Overtime pay shall be computed at the rate of one and one-half times the normal rate of pay.

F. Building inspections on weekends and holidays will be paid at time and a half with the exception of New Year's Day, Martin Luther King's Birthday, President's Day, Good Friday, Easter, Memorial Day, July 4th, Labor Day, Columbus Day, Veteran's Day, Thanksgiving and Christmas which will be paid at double time. A unit member who is assigned to perform a building inspection(s) shall be provided with a list of all weekend building events (including time and the individual running the event) prior to the weekend. Building inspection, if necessary, shall be rotated in accordance with the sign-up list. Unit members assigned to perform a building inspection are not expected to cover events while performing such inspection.

G. (1) For all unit members, with the exception of bus drivers: If a unit member is called back to work for any reason beyond normal working hours, they will receive a minimum of two (2) hours overtime.

(2) Initial calls from the District's alarm company will be directed to the Building's Custodial Worker in Charge or the designee in the event that he/she is absent. The Custodial Worker in Charge shall be provided with a cell phone containing contact information in the event of an emergency. Custodians will not ordinarily be expected to respond to calls from the alarm company. The Building Custodial Worker in Charge shall receive a minimum of two (2) hours of overtime in the event that he/she is required to report to the building.

H. Job Qualification Upgrade Procedure

Notice to President and Posting: When the District upgrades Civil Service required qualifications, such qualifications will be forwarded to the Union President and posted.

I. For all unit members, with the exception of bus drivers: No unit member will be responsible for the supervision of children, except in the event of an unforeseen emergency situation when a unit member may be called upon to temporarily supervise children.

J. For all full time unit members, with the exception of bus drivers: All full time employees shall be entitled to an assigned one half (½) hour lunch period during their normal work day or two half (½) hour lunch periods if the normal tour or duty bridges over two (2) meal periods. Lunch times for all staff will be established by the building principal. During vacation periods, defined by those days when the cafeteria in schools is not in operation, the lunch period for bargaining unit members will be increased from thirty (30) minutes to forty-five (45) minutes. Uninterrupted lunch periods are the personal time of each employee and may be taken inside or outside the school facility. The lunch period shall not be substituted or utilized in any way to shorten any part of normal work hours or days.

All full time employees, permanent and temporary, are eligible to receive a regular school lunch during the days and hours the school lunch program is in operation.

K. (1) In the event of a two hour weather delay, custodians and custodial workers should report to their schools to clear sidewalks and exits to prepare for the late arrival. In the event that schools and district offices are closed, custodians and custodial workers should report to their school to clear sidewalks and exits. Upon completion of this task, they may leave. Custodians and custodial workers will be paid at straight time for their 8 hour shift. It remains the responsibility of the building custodial staff to see that the building is ready to open for the next day of school.

(2) All full time unit members, with the exception of bus drivers, who are regularly scheduled to work an eight (8) hour day, shall be paid at their normal rate of pay for a full eight (8) hour shift whenever the Superintendent issues an early dismissal due to snow. The Superintendent shall determine when unit members may leave on days of early dismissal due to anticipated inclement weather (as opposed to actual inclement weather). When an early dismissal is declared due to actual inclement weather, all full time unit members, with the exception of bus drivers, shall be released no later than after all District students have been dismissed and it has been reported that all students have been transported home.

(3) All bus drivers that are placed on stand-by after their morning run (in anticipation of an early emergency dismissal) by the Director of Transportation or other designated administrator shall be compensated at his/her hourly rate for the stand-by time.

L. (1) For all unit members, with the exception of bus drivers: Any unit member hired on or after July 1, 2002, who agrees to serve as a back-up bus driver before hire, will be

trained by the District at the District's expense, and will serve as a back-up bus driver when needed. Should that unit member fail to honor this commitment, he/she will be considered insubordinate and may be subject to disciplinary action. Any unit member hired prior to July 1, 2002, may choose to be trained by the District as a bus driver, and serve as a back-up driver after obtaining a CDL license. Should that unit member fail to honor this commitment, he/she shall be considered insubordinate and may be subject to disciplinary action. If a unit member is assigned as a driver for an overtime assignment, then the unit member shall be paid at the overtime rate for the custodial title or the bus driver rate title, whichever is higher.

(2) A unit member assigned back-up driver work for less than an eight (8) hour shift shall be afforded the opportunity to make up any lost work hours (i.e., the difference between an eight hour day and the assigned back up driver work), provided the District has available personnel (including substitutes) to perform the lost work hours. The make-up work hours shall be paid at the unit member's regular hourly rate.

M. As soon as practicable, the District will take steps to maintain a list of available substitutes which may be used to cover absences or supplement staff for special events. Substitutes shall not be unit members, except nothing herein shall prevent a bus driver from serving as a custodian substitute provided such assignment does not interfere with his/her regular driving assignment. Unit members shall report his/her absence to the Director of Buildings and Grounds no later than two (2) hours prior to the start of his/her shift.

N. Every reasonable assurance for continued employment is extended to ten (10) and twelve (12) month full-time employees. Therefore, employees are expected to return to their normal duties following all vacation and holidays.

O. The District will implement a system that allows bus drivers to contact District administration in the event of a bus accident or breakdown after school hours.

P. (1) An initial seniority list shall be created for bus drivers according to date of hire. Effective May 7, 2013, any unpaid absence of thirty (30) consecutive work days or more shall not count for the purpose of calculating seniority. The parties further agree that the seniority rotation list will be a fluid list and not restart at the beginning of each school year.

(2) When a full-time driver takes leave time, the other full time drivers will be given the option to take the longer runs and the substitute driver shall be given the shorter runs, so long as the longer run is at least thirty minutes longer than the full time driver's current run. The District shall have the discretion to assign drivers additional hours based on the length of their existing runs on a rotating basis.

(3) Yearly Selection of Runs: Each year the Association and the District will set a deadline for the drivers to submit a request for a specific bus run. One week before the deadline, each bus driver will be given the list of runs for the upcoming school year. Each driver will then indicate his/her top three choices and return the list to the District by the deadline. Selections will be honored based on seniority unless there are extenuating circumstances.

(4) Charter and day trips will be assigned to available drivers on a rotating basis from a seniority list. If everyone refuses, the trips will be assigned on a rotating basis in inverse seniority order.

(5) If a Bus Driver is called back to the District after his/her shift is completed in order to drive additional runs, the driver will be paid for the additional run at his/her hourly rate. Any driver called back shall be paid for a minimum of thirty (30) minutes.

(6) The mid-day BOCES run, and additional runs added during the course of the school year (such as an Oakwood or Green Chimney run) shall be considered annual assignments separate and apart from the regular runs. Such run shall be selected by seniority order provided that the run does not interfere with the driver's regular run assignment and does not create an overtime situation.

Q. Summer months: If the assigned run is cancelled and the bus driver is not notified at least thirty minutes prior to the start of his/her shift, then the driver will be paid for one (1) hour at his/her hourly rate.

R. If a driver's run is cancelled and the District requires the driver to remain on stand-by, the driver will be paid at his/her hourly rate (or overtime rate if applicable) for all hours the driver remains on stand-by.

S. (1) Daily extra assignments, such as courier work, and transporting empty buses to and from the bus company contracted by the District, shall be assigned on a rotating basis from an established list of drivers. A system of tracking the rotation shall be established and maintained.

(2) Drivers who are assigned to courier duties as additional hours over and above their five (5) hours daily work schedule shall be paid at an hourly rate of \$17.00 for all courier work. Courier work shall include but shall not be limited to such things as: kitchen supplies, print, library, inter-office mail, 4 o'clock mail, and banking.

ARTICLE V
LEAVE PROVISIONS

A. With the exception of bus drivers, unit members shall earn leave accruals on July 1st. Bus drivers shall earn leave accruals at the beginning of the school year.

B. Vacation Leave

1. (a) Effective July 1, 1998, full time twelve (12) month non-drivers shall be entitled to vacation time in accordance with the following schedule:

<u>Length of Service</u>	<u>Vacation Credits</u>
* In the first year only, an employee can use a portion of their 10 days after six (6) months of service.	
After one (1) year of service	10 days
After five (5) years of service	16 days
After ten (10) years of service	22 days
After twenty (20) years of service	25 days

(b) Full-time bus drivers shall be entitled to five (5) days of paid vacation (non-cumulative) after completion of one (1) full year of service. After the completion of ten (10) full years of service, a full time driver shall be entitled to an additional two (2) days of paid vacation.

2. (a) For all unit members, with the exception of bus drivers: Vacation time is provided for a specific purpose and all qualifying employees are encouraged to use their designated time. Vacations shall be taken any time agreeable to the employee and the District; however, if it is necessary for an employee to work during vacation periods, up to five (5) days may be carried over into the next year. Only after it is determined that an employee must work during his vacation period, in excess of five (5) days which may be carried over, will the employee be paid for his time worked plus his vacation time.

(b) Bus drivers' vacation time shall be taken at a time or times mutually

agreeable to the employee and the district. For bus drivers who work during the summer and who receive seven (7) vacation days annually, two (2) of the days must be taken during July and/or August; or shall be forfeited. However, any vacation days used during the summer shall be compensated at the employee's hourly rate multiplied by five hours.

3. Under unusual circumstances, an employee may ask the Superintendent or his or her designee to allow the use of vacation time before the employee is eligible.

4. (a) For all unit members, with the exception of bus drivers: Employees who have been employed with the District for a minimum of five (5) years may accumulate up to ten (10) days per year of vacation with a maximum of 25 days. Upon the approval of the Assistant Superintendent/School Business Official, up to ten (10) days may be converted to cash at the end of any year. Within thirty (30) days after a unit member's anniversary date, he/she may elect to cash-in up to ten (10) of his/her vacation days at their per diem rate. The election must be made in writing and submitted to the District Office. Employees must take at least ten (10) days vacation per year to exercise this option.

(b) Bus Drivers: Upon the approval of the Assistant Superintendent/School Business Official, up to five (5) vacation days may be converted to cash at the end of any year. Drivers may not accumulate vacation days.

5. Should an employee become ill while on vacation, such employee shall be granted vacation time equal to the number of vacation days lost as a result of such illness, provided such employee has accumulated sick leave in such amount, in which event such accumulated sick leave shall be reduced accordingly. This applies to major illness only and must be accompanied by medical documentation.

6. Upon proof that while on vacation an employee experienced a death in the immediate family, such employee shall be granted vacation time to the extent of such employee's bereavement entitlement and the bereavement leave shall be reduced accordingly. The phrase "immediate family" shall be defined consistent with Article V, Section G.

C. Sick Leave

1. After completing six (6) months of continuous service, full time employees will be entitled to one (1) day sick leave for each month of service. Sick leave will be used to cover absences due to personal illness or illness in the family.

2. (a) For all unit members, with the exception of bus drivers: Sick leave may be accumulated to 180 days.

(b) Bus Drivers: Sick leave may be accumulated up to 160 days.

3. (a) For all unit members, with the exception of bus drivers: Unit members, will be eligible for an attendance incentive according to the following scale:

0 days sick	\$850
1 day sick	\$525

This money will be paid to those eligible in the first pay period after June 30th of each year. These funds will be paid by separate check.

(b) Bus drivers who work a full school year from the first day in September until the last day in June will be eligible for an attendance incentive according to the following scale:

0 days absent = \$500
1 day absent = \$300

4. Employees with at least ten (10) years experience in the District who have

filed for and who have successfully met the retirement requirements of the New York State Employees Retirement System, and who indicate their intent to leave their job with the District, and have provided the District with at least six (6) months advance notice of their effective date of retirement, are entitled to the conversion of one-third (1/3) of their accumulated sick leave to a payment based on the employee's salary rate. The six month period shall be waived for a unit member who is approved by the NYS Retirement System for disability retirement or under extenuating circumstances as approved by the Superintendent of Schools or his/her designee

5. Employees being excessed from their position with the District are eligible to receive a payment of one third (1/3) of their accumulated sick leave, based on the employee's salary rate at the time of excess. Upon subsequent recall, the employee is not entitled to their previous accumulated sick leave.

6. The District agrees to create a sick bank for unit members. Unit members electing to participate in the bank shall submit to the District a waiver of no more than two (2) days of accumulated sick leave. All employees shall be eligible to participate, however, employees not electing to waive time shall not be eligible to receive time from the sick bank. The bank shall be administered by two representatives of the bargaining unit, the Assistant Superintendent for Business/School Business Official, the Director of Buildings and Grounds, and the building Principal of the requesting employee. Withdrawal from the sick bank shall be limited to employees who are involved in extended illnesses or accidents and who have exhausted their sick time. All decisions of the committee will be final. After ratification of the agreement, bus drivers shall have until September 30, 2013 to donate days to the sick bank. Any driver who does not elect to join the bank during this window shall be ineligible to join the bank

until such time as the bank is replenished. Any unit member hired on or after September 30, 2013, shall be eligible to join the bank upon hire. Any unit member hired on or after September 30, 2013, who does not elect to join the bank upon hire shall be ineligible to join the bank until such time as the bank is replenished. The sick bank administrators shall determine the need for replenishment of the bank, which shall be accomplished by a deduction from participating unit member's sick leave on an equal basis.

7. All staff members shall receive a statement of accumulated sick leave, personal leave, and vacation before the first paycheck in October.

D. Personal Leave

1. (a) All unit members, with the exception of bus drivers, may be granted four (4) personal business leave days by the appropriate supervisor for personal business which cannot be conducted outside normal working hours. Reasons shall be given for requesting personal business leave.

(b) Bus drivers may be granted three (3) personal business leave days by the appropriate supervisor for personal business which cannot be conducted outside normal working hours. Reasons shall be given for requesting personal business leave. Three days notice is required unless the situation is of an emergency nature.

2. Unused personal business leave days from the previous full year of service shall be added as unused sick leave days in the next year.

3. Personal business leave shall not be used immediately before or after a holiday or vacation period.

E. Jury Duty

Full time employees subpoenaed for jury duty will continue to receive regular school district salary provided the employee pays to the District the sum total received as juror's pay, exclusive of mileage. If an employee is excused as a juror prior to the completion of his/her shift, the employee must return to work.

F. Holidays

Twelve (12) month full time staff members shall be entitled to thirteen (13) holidays off with pay as designated by the Board of Education. If thirteen (13) days are not provided, floating days will be made available. Ten (10) month full time employees will be entitled to a day off with pay for the holidays which fall within the work year.

G. Bereavement

A full time twelve (12) month and full time ten (10) month staff member, and part-time staff members, who have completed six (6) months of continuous service shall be allowed up to three (3) school days with regular pay due to a death in the immediate family. Bereavement leave days must be taken consecutively unless the burial or memorial service is at a later date. In such case, the unit member may be required to submit proof that the service or burial is taking place at a later date. Immediate family shall be defined as spouse, domestic partner, child, sibling, parent, parent-in-law, brother-in-law, sister-in-law, grandparent and relative living in household. An additional leave for death in the family is at the discretion of the Superintendent. Unused days in this category may not be accumulated.

H. Leave Without Pay

Leave of absence without pay may be granted for a period of up to one (1) year

and extended upon the approval of the Board provided the employee is not otherwise employed during the leave.

I. Leave accrual designations may not be altered without the express permission of the Business Manager.

ARTICLE VI

SALARIES AND RELATED COMPENSATION

A. For all unit members, with the exception of bus drivers: Employees shall be eligible for salary increases and performance awards of five hundred fifty dollars (\$550) for employees whose performance is deemed exceptional. The granting of performance awards is decided by the Principal or Director of Facilities and Assistant Superintendent/School Business Official for the custodians and custodial workers. The granting of performance awards is decided by the Director of Facilities and the Assistant Superintendent/School Business Official for grounds and maintenance employees. The performance award will be added to base salary. All evaluations shall be completed by the end of the school year, but any performance awards shall be retroactive to July 1st.

B. For all unit members, with the exception of bus drivers: For those employees whose performance is deemed to be less than satisfactory, they will remain at their current salary at the end of the contract year for six months. Reasons for such a freeze will be given in writing by the Building Principal or Director of Facilities. After six months, if the Building Principal or Director of Facilities and the Assistant Superintendent/School Business Official have evaluated the performance of said employee and found it to be satisfactory, the salary increase for said year will be awarded, prorated and divided equally among the remaining six months.

C. All unit members will be evaluated. The Building Principal or designee will evaluate the custodial staff and the Director of Facilities or School Business Official will evaluate the groundsmen and maintenance worker annually. The Transportation Supervisor or School Business Official will evaluate bus drivers. The current instrument will remain in use until further notified by administration. Such instrument will be used to substantiate worker performance. The District agrees not to assign unit members the responsibility of filing or handling employee evaluations and/or personnel files.

D. For all unit members: Employees completing six (6) months of service may be eligible for a salary increase, based upon satisfactory performance, the recommendation of their immediate supervisor, and District approval.

E. For all unit members, with the exception of bus drivers: Ten (10) month full time employees shall receive ten-twelfth (10/12 ths) of the corresponding regular twelve (12) month salary.

F. All unit members shall receive the following raises:

Effective July 1, 2019: 2%

Effective July 1, 2020: 2%

G. (a) Effective July 1, 2019, with the exception of bus drivers, full time employees shall receive a longevity increment as follows:

\$612 after 5 consecutive years of service in the district
\$714 after 10 consecutive years of service in the district
\$893 after 15 consecutive years of service in the district
\$995 after 20 consecutive years of service in the district
\$1097 after 25 consecutive years of service in the district

Effective July 1, 2020, with the exception of bus drivers, full time employees shall

receive a longevity increment as follows:

- \$624 after 5 consecutive years of service in the district
- \$728 after 10 consecutive years of service in the district
- \$911 after 15 consecutive years of service in the district
- \$1015 after 20 consecutive years of service in the district
- \$1119 after 25 consecutive years of service in the district

Longevity increment is cumulative.

(b) Effective July 1, 2019, full time bus driver shall receive a longevity increment of \$485.00 after completion of 5 years of service, \$587 after 10 consecutive years of service in the district, \$740.00 after 15 years, \$791.00 after 20 years, and \$842.00 after 25 years. Effective July 1, 2020, full time bus driver shall receive a longevity increment of \$494.00 after completion of 5 years of service, \$598 after 10 consecutive years of service in the district, \$754.00 after 15 years, \$806.00 after 20 years, and \$858.00 after 25 years.

H. Effective July 1, 2019, Custodians and Custodial Workers who function as the custodial worker in charge of a school building will receive a \$2,532 stipend. A custodial worker in charge may be removed from the assignment if he/she receives two consecutive years of “needs improvement” in the performance appraisal, or one year of “unsatisfactory” in the performance appraisal, or is subject to discipline of a suspension without pay. Once removed from the assignment, the employee cannot reapply until such point as he/she has received two consecutive years of “satisfactory” or above on his/her performance appraisal.

I. (a) The minimum starting annual salaries shall be as follows:

Custodial Worker	\$24,000
Custodian	\$26,000
Groundsman	\$26,000
Maintenance Employees	\$27,000

Nothing herein shall prevent the District from hiring an employee above the

minimum salaries.

J. Continuing Education

1. Further education requested above and beyond the work day will be funded at 100% of the tuition cost. All course work must be approved, in advance by the Director of Facilities and Assistant Superintendent/School Business Official as an identified need for the District.

2. For hours taken CEU's (Continuing Education Units) will be accrued by the employee. CEU's are reimbursable in groups of three (3) at a rate of \$55 per CEU. One CEU will equal ten (10) clock hours. All course work must be approved, in advance by the Director of Facilities and Assistant Superintendent/School Business Official as an identified need for the District.

ARTICLE VII

VACANCIES / REDUCTION OF STAFF

A. Vacancy Notices

1. When staff vacancies occur in the District, a notice shall be prepared and posted on one (1) Association bulletin board in each school building.

2. Any staff member may state a preference in filling a vacancy. Selection criteria shall include successful evaluations and quality of work in prior experience within the district as well as special skills and training.

B. Reduction in Force

Any full time employee whose position is excessed and who is re-employed by the District within one (1) year will return at the same level as previously employed.

ARTICLE VIII
DISCHARGE / DISCIPLINE

A. No employee with over six (6) months of continuous service in the District, shall be discharged, suspended, or reduced in rank or compensation without a meeting with the Superintendent or his/her designee to review the charges and appropriateness of the penalty. This meeting shall be held within seven (7) calendar days of the disciplinary action or notification of the proposed disciplinary action. If the disciplinary matter is settled or otherwise resolved, the settlement shall be reduced to writing and signed by the employee and the Superintendent and/or his designee. A settlement entered into by an employee shall be final and binding on all parties. Any employee who shall have the rights pursuant to Article 75 of the Civil Service Law shall be governed by this provision only in the event that the employee shall specifically and effectively waive all rights under Article 75.

ARTICLE IX
HEALTH INSURANCE AND WELFARE PLAN

A. Effective through June 30, 2015 or the date that the EPO 20 plan becomes a plan option whichever is later, the Board agrees to make available to all full time employees, health insurance benefits through the DEHIC Healthy Advantage or a replacement plan selected by DEHIC at the rate 90% for individuals and 90% for dependents. Effective July 1, 2015, or as soon as practical thereafter, the Board agrees to make available to all full time employees, health insurance benefits through the DEHIC EPO 20 or a replacement plan selected by DEHIC.

Effective July 1, 2015, the DEHIC Healthy Advantage PPO plan shall only remain a

health insurance option for employees enrolled in the plan as of June 2, 2015. Effective July 1, 2019, unit members shall contribute 15% toward the health insurance premiums.

As of the date that the EPO 20 plan becomes a plan option, the District shall no longer offer CDPHP or MVP to unit members.

For those unit members enrolled in the EPO 20 plan, the District's contribution shall be capped at 85% of the cost of the premiums of the Healthy Advantage plan.

The Board shall provide eligible employees with health insurance coverage for their domestic partner (as defined by the insurance plan) at the same contribution rate as dependents. The employee shall be responsible for any tax consequences of said benefit. The Board further agrees to provide retirees who were former full time employees, health insurance benefits in retirement at the rate of 75% for individuals and 50% for dependents, or other program approved by the Board of Education.

B. (a) All full time unit members other than bus drivers: Any full time employee hired prior to April 17, 2013, shall be required to complete a minimum of five (5) continuous years of service with the District and retire from the District in accordance with the eligibility requirements of the New York State Employees Retirement System to be eligible for health insurance in retirement.

Any full time employee hired after April 17, 2013, shall be required to complete a minimum of ten (10) continuous years of service with the District and retire from the District in accordance with the eligibility requirements of the New York State Employees Retirement System to be eligible for health insurance in retirement.

(b) All full time bus drivers shall be required to complete a minimum of ten (10)

continuous years of service with the District and retire from the District in accordance with the eligibility requirements of the New York State Employees Retirement System to be eligible for health insurance in retirement.

C. The Board agrees to provide retirement benefits to full time employees in the New York State Employees' Retirement System.

D. (a) The District shall pay \$900 per year for full-time twelve (12) month and full-time ten (10) month employees toward the Welfare Trust Fund. Semiannual payments shall be made to this Fund on July 1st and January 15th.

(b) Long term disability coverage will be provided for 12 and 10 month full-time bus drivers as per the District's insurance policy.

E. Except as provided below, a health insurance buyout will be mandatory for a unit member whose spouse is also a District employee. A unit member who submits his or her letter of retirement may re-enroll into the District's health insurance plan notwithstanding the fact that his or her spouse receives health insurance through the District. Employees who are otherwise insured may voluntarily opt out of the district's health insurance program and receive a payment of \$2,000. One half of this amount will be paid by January 15th and the balance shall be paid by the end of the school year. In order to qualify for this payment, notice of withdrawal must be given to the district in writing by May 1st of the year preceding the buy-out. In addition to written notification, the employee must also show proof of other insurance at the time of making application for the buy-out.

Re-entry into the District's health insurance program shall be allowed at any time, subject only to the waiting period, if any, of the health insurance program's rules and regulations. Upon

re-entry, the unit member will receive a pro-rated payment of the buy-out paid for the remaining months of the applicable year. New hires may opt-out and receive this benefit only on a pro-rated basis where applicable, at the time of hire, provided that proof of other health insurance is furnished to the Business Office at the time of making written application.

ARTICLE X

GRIEVANCE AND ARBITRATION

1. A. Right of Representation

The purpose of this procedure is to secure, at the lowest possible level, an equitable solution to the problems which may arise affecting the terms and conditions of this Agreement and resolve grievances as soon as possible so as to assure efficiency and promote employees' morale. Before any arbitration is requested, the Association and the District shall first try to adjust the matters between themselves.

B. Grievance Defined

1. With regard to employee, the term "grievance" as used herein means any appeal by the Association on behalf of any individual employee or group of employees from the interpretation, application or violation of the terms and conditions of employment of this Agreement. With regard to the District, the term "grievance" as used herein means a complaint or controversy arising over the interpretation, application or alleged violation of the terms and conditions of employment of this Agreement.

2. The following constitutes the sole and exclusive method for resolving a grievance between the parties covered by this Agreement and shall be followed in its entirety unless any Step is waived in writing by mutual agreement.

3. If either party fails to adhere to the time limits stated herein, then:
 - a. If on the part of the Association, the grievance shall be deemed waived.
 - b. If on the part of the District, the grievance shall be deemed to be denied and the grievance shall proceed to the next stage.

C. Stages

1. The Association shall file a written grievance with the building principal within twenty (20) calendar days after the event giving rise to the grievance has occurred. Failure to act within said twenty (20) calendar days shall be deemed to constitute an abandonment of the grievance. The building principal may schedule a meeting to discuss the grievance with the aggrieved employee and his/her representative. The building principal shall render a written decision within twenty (20) calendar days after the receipt of the grievance.
2. If the Association wishes to appeal the building principal's decision, it may do so, filing an appeal with the Superintendent within twenty (20) calendar days. The Superintendent shall render a written decision within twenty (20) calendar days after the receipt of the grievance.
3. If the Association wishes to appeal the decision of the Superintendent, it may refer the matter to arbitration within twenty (20) calendar days after the determination. If the parties fail to agree upon an impartial arbitrator within twenty (20) calendar days after the matter has been referred to arbitration, then the arbitrator shall be selected pursuant to the Voluntary Labor Arbitration Rules of the American Arbitration Association.

D. The Arbitration Process

1. The arbitration shall not have the authority to add to, modify, detract from, or alter in any way the provisions of this Agreement or any amendment or supplement thereto.

2. Except on mutual written agreement, only one issue will be submitted in each arbitration case.

3. The costs for the services of the arbitrator shall be borne equally by the Association and the District. Any other expenses, including but not limited to the presentation of witnesses, shall be paid by the party incurring the same.

4. The decision of the arbitration shall be in writing with reason therefore. It shall be final and binding on both parties and may be enforced in any court of competent jurisdiction.

E. Time Limitations

The time limits expressed herein shall be strictly adhered to. Nothing herein shall prevent the parties from mutually agreeing to extend the time limits provided for processing a grievance at any step in the grievance procedure.

ARTICLE XI

GENERAL AND MISCELLANEOUS PROVISIONS

A. A committee of two members of the group of employees covered by the Agreement and two management team members shall meet to determine changes to the uniform that will be provided. Until such time as the uniform is changed, the uniform shall consist of:

Footwear: slip resistant footwear

Pants: Black or tan, any material, long or short. Short pants can only be worn

when school is not in session. All pants must be hemmed. Knee length pants can only be worn by all unit members when class is not in session, or from June 1st through Labor Day for bus drivers provided such pants are khakis or Dockers approved by the Transportation Supervisor.

Shirts: When school is in session: Green, collared short or long sleeve shirts of any material, embroidered with district name and employee name. If a short sleeve shirt is worn when school is in session, any long sleeve shirt under the uniform shirt must be the same color green or black. When school is not in session, green "t" shirts without collars are permitted. These "t" shirts do not need to be embroidered with the district or employee name.

Outwear: Sweatshirts, jackets, and coats can be worn over uniform shirt by unit members other than bus drivers, and must be matching green color or green and black and embroidered with district and employee name. Sweatshirts, jackets, and coats can be worn over uniform shirts by bus drivers, and must be a matching green color or a color selected by the District from the uniform catalog and embroidered with the district and the employee name.

The District will pay the cost of embroidering the school and employee name on clothing as necessary.

In a unit member's first year of employment, he/she shall be provided with a uniform allowance of \$450.00. Starting with the employee's second year of employment, the uniform allowance shall be \$400.00 annually.

Unit members who purchase any portion of their uniform through a provider other than the District's uniform catalog must submit receipts for reimbursement and such purchase must be approved by the School Business Official.

Unit members other than drivers may, if he/she wishes, wear his/her personal

coat. The employee will not be considered out of uniform for wearing a personal coat. If the employee wishes to purchase a uniform coat, the cost will be part of the uniform allowance.

Each unit member will be given a copy of both the uniform catalog and order form, if available, at least one week prior to the date the District will place the uniform order. Catalog choices must include items in lightweight fabrics that are appropriate for warm weather. To the extent possible, the District's ordering will be completed in a time frame that will allow for uniforms to be available to wear on the opening day of each new school year.

Employees found to be out of uniform shall be notified in writing by their supervisor that they are out of uniform. Employees who receive three warnings shall forfeit their uniform allowance in the year following the year in which they received these warnings. Forfeiture of the uniform allowance does not relieve the employee's obligation to wear the uniform. Each warning shall be in writing and placed in the employee's personnel file. The employee shall be afforded the opportunity to acknowledge that he/she has read such material prior to placement in the personnel file as set forth in Article III.

B. The District shall have the discretion to use a non bargaining unit member or outside contractor to assist with auditorium lighting and/or audio.

C. Grounds Department employees shall be permitted to bring a District vehicle home when authorized by the Director of Facilities, the School Business Official, or the Superintendent of Schools. Such authorization shall only be granted in situations where it is expected that the grounds person will be required to report during off duty hours for such things as snow removal.

D. Direct deposit of the paycheck of each unit member, to the financial institution of

the unit member's choice, shall be required except that under extenuating circumstances approved by the Superintendent or his/her designee, a paper check may be issued.

E. During the school year, bus drivers shall be compensated for one hour twice per month beyond their regular work schedule for time spent cleaning their buses. The District shall provide all cleaning supplies and a cabinet to secure cleaners and cleaning tools.

F. The District shall have the right to use an electronic time keeping system for all employees.

G. Operations and maintenance employees may be assigned the task of showing cars where to park by pointing to the location and/or moving cones and/or traffic barriers. Operations and maintenance employees will not be assigned the task of directing traffic or standing in front of cars to stop them. Operations and maintenance employees will not respond to non-compliant and/or irate parents, but instead contact, via walkie-talkie, the administration and/or the main office to deal with the situation. It is further agreed that no operations and maintenance employee will lose the performance based increase as a direct result of his/her not completing the daily assigned duties due to time spent during parking assistance.

H. This Agreement shall constitute the full and complete commitment between the District and the Association and the articles herein may be modified only through the voluntary consent of the parties in a written and signed amendment of this Agreement.

I. This Agreement shall supersede any rules, regulations, or practices of the District which shall be contrary to or inconsistent with its terms. The District will take such actions as necessary to incorporate the provisions of this Agreement into its established policies and practices where applicable. The District shall have the prerogative to initiate and announce new

policies not affecting or changing matters contained in this Agreement.

J. If any provisions of this Agreement or any application of the Agreement to any support staff member shall be found contrary to law, then such provision or application shall be deemed valid and subsisting except to the extent permitted by law, but all other provisions of applications shall continue in full force and effect.


K. 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.

ARTICLE XII

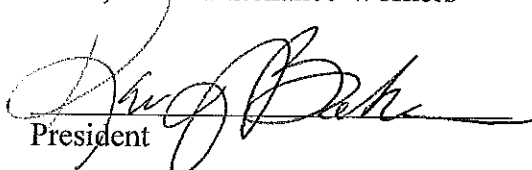
TERMS AND PROCEDURES FOR CONDUCTING NEGOTIATIONS


The provisions of this Agreement shall be effective as of July 1, 2019 and shall remain in effect until June 30, 2021.

Dated: 9/6/2019
Spackenkill Union Free School District

By: 
Dr. Mark Villanti, Superintendent

Spackenkill Custodians, Custodial Workers,
Groundsmen, and Maintenance Workers

By: 
President

By: 
Thomas Keith, Jr., President,
Board of Education