

**SPACKENKILL UNION FREE SCHOOL DISTRICT**

**EMPLOYMENT CONDITIONS AND BENEFITS**

**FOR**

**Spackenkill Essential Service Leaders Association**

Effective July 1, 2018 through June 30, 2023

Board of Education  
Approved: 3/24/2020

### **PREAMBLE**

This Agreement is made and entered into on March , 2020, by and between the Spackenkill Union Free School District (hereinafter referred to as the District) and the Spackenkill Essential Service Leaders Association (hereinafter referred to as the Association). As consideration for the promises herein contained, it is mutually agreed as follows:

### **ARTICLE 1 – RECOGNITION**

The District recognizes, pursuant to the Public Employees' Fair Employment Act (Article 14 of the Civil Service Law; §§200 et. seq.), the Association as the exclusive representative for purposes of collective negotiations concerning terms and conditions of employment and the administration of grievances arising thereunder for a unit consisting of the titles: School Lunch Director, Head Bus Driver, Director of School Facilities & Operations, and Director of Technology.

### **ARTICLE 2 – WORKDAY/WORK YEAR**

- A. Each unit member is a twelve (12) month full-time employee. The work year shall consist of all of the work days from July 1, through June 30 minus paid holidays, which will be listed in the approved District Holiday Calendar each year.
- B. Effective July 1, 2019, employees shall be entitled to one floating holiday per year to be used when school is not in session and twelve-month staff are expected to work.
- C. The regular workday for each employee shall be determined by his or her supervisor, with input from the employee.
- D. Employees may be required to report to work when school is closed due to inclement weather, as directed by the Superintendent or his/her designee. When there is a school delay, employees are required to report to work at their regular start times, unless otherwise notified by their supervisor.

### **ARTICLE 3: PAYROLL/PAYROLL DEDUCTIONS**

- A. Payroll deductions may be used for dues payment to professional associations.
- B. All employees will be paid on a bi-weekly schedule. All payments will be electronically deposited into an account or accounts (maximum of 2) of the employee's choosing. However, under extenuating circumstances, the Superintendent or his/her designee, may approve that a paper check be issued for an employee for up to a period of six months. All

employees will be given access to retrieve their payroll documentation electronically, if available.

#### **ARTICLE 4: NEW ASSOCIATION MEMBERS**

- A. The Association shall notify the District by no later than September 1<sup>st</sup> of the names and members of the bargaining unit who have paid or agree to pay Association dues directly to the Association.
- B. The District shall provide the Association with a complete list of bargaining unit members by September 15 and provide notification of new hires during the school year within thirty (30) days.
- C. The District shall provide the Association with the opportunity to meet with a new employee during his/her work hours, within thirty (30) days of hire, provided such meetings do not exceed fifteen (15) minutes. The Union shall provide the School Business Official with at least one (1) day advance notice of the scheduled meeting.

#### **ARTICLE 5 -LEAVE BENEFITS**

##### **A. Sick Leave**

- 1. Effective July 1, 2018, employees shall be entitled to fifteen (15) sick days each year. Sick leave shall be pro-rated for less than a full year of service. Sick leave may only be used due to illness or injury of the employee or his/her immediate family. Immediate family for purposes of sick leave shall be defined as mother, father, spouse, domestic partner, son, daughter, mother-in-law, father-in-law, sister, brother, and also all relatives of the employee residing in the employee's immediate household.
- 2. Unused sick leave days may be carried over and accumulated up to a maximum of two hundred (200) days.
- 3. A physician's certificate of illness or injury may be required at the discretion of the Superintendent of Schools or his/her designee from an employee after he/she is absent for more than three consecutive days, or if there is a pattern of abuse.
- 4. Effective July 1, 2018, employees shall be eligible for an attendance incentive according to the following scale:

0 days sick	\$1,250
1 day sick	\$1000

The money will be paid to those eligible in the July following the end of the school year.

5. Employees with ten (10) years of experience in the District who retire from the District in accordance with the requirements of the Employees' Retirement System, and who provide the District with at least thirty (30) days' notice of their intention to retire, shall be paid for one-third (1/3) of their accumulated sick leave up to the cap of 200 days, at the employee's per diem rate. Such payment shall be made into the employer sponsored 403(b) account.
6. Employees must notify their supervisor of their intention to use a sick day a minimum of one (1) hour prior to the start of their work day.

B. Personal Leave

1. Effective July 1, 2018, employees shall be granted four (4) personal leave days per year. Personal leave shall be pro-rated for less than a full year of service. Personal leave may only be used to attend to matters that cannot be performed outside the school day. Unused personal leave days shall convert to unused sick days at the end of each contract year.
2. All personal days may be requested without reason at least three (3) days in advance of each anticipated absence. Personal leave shall not be available for days immediately preceding or following a vacation, holiday, or another personal day unless approved by the Superintendent or his/her designee.
3. In cases of emergency, the three (3) day notice requirement may be waived by the Superintendent or his/her designee.
4. There shall be no payout for unused personal leave time upon separation from employment, except as set forth in Section A(5) above.

C. Vacation Leave

1. Employees hired prior to July 1, 2019 shall be entitled to twenty (20) vacation days per year. Effective July 1, 2019, employees hired prior to July 1, 2019 with fifteen or more years of District service shall be entitled to twenty-two vacation days per year.

Employees hired on or after July 1, 2019 shall be entitled to ten (10) vacation days after one (1) year of District service, fifteen (15) vacation days after five (5) years of service, twenty (20) vacation days after ten (10) years of District service, and twenty-two days after fifteen (15) years of District service.

Vacation shall be pro-rated for less than a full year of service.

2. Effective July 1, 2019, upon the completion of five (5) years of service with the District, employees may carry over up to ten (10) unused vacation days into the next school year. However, the maximum number of unused vacation days that may be accumulated shall be thirty (30).
3. Effective July 1, 2019, upon the approval of the School Business Official, up to ten (10) unused vacation days each year may be sold back to the District for cash payment. Employees must have used at least ten (10) days' vacation during that school year in order to exercise this option.
4. Employees who separate from the District shall be entitled to cash payment for earned but unused vacation leave at their per diem rate. Payment will be made within thirty (30) days of separation from service.

D. Bereavement Leave

Each employee shall be granted four (4) days, non-cumulative leave without loss of pay, for absence due to the death of an immediate family member. Such days shall be consecutive and shall commence with the date of death. Immediate family shall be defined as spouse, domestic partner, child, mother, father, grandparents, brother, sister, aunt, uncle, grandchild, mother-in-law, father-in-law and any relative residing with the employee.

E. Leave Without Pay

Leaves of absence without pay may be granted for a period of up to one (1) year upon the approval of the Board.

F. Jury Duty Leave

Employees called to jury duty shall be paid for all such mandated time upon providing to the School Business Official documentation of attendance. When excused from attendance at jury duty, the employee will report to work.

## ARTICLE 6 – COMPENSATION

A. Salary –

Unit members that did not receive a salary increase for the 2018-2019 school year shall receive a 2.5% increase to salary, retroactive to July 1, 2018. The unit member that did receive a salary increase for the 2018-2019 school year shall receive the difference in what he/she received and 2.5%, retroactive to July 1, 2018.

Effective July 1, 2018, the School Lunch Manager shall receive an equity adjustment of \$6,000, which shall be added to base salary after the across the board wage increase for the 2018-2019 school year.

Unit members shall receive the following increases to base salary:

Effective July 1, 2019	2.5%
Effective July 1, 2020	2.25%
Effective July 1, 2021	2%
Effective July 1, 2022	2%

Effective July 1, 2019, the Director of School Facilities & Operations shall receive a one-time adjustment of \$806, which shall be added to base salary before the across the board wage increase for the 2019-2020 school year, to account for the three percent (3%) increase in his contribution toward health insurance.

B. Longevity –

Effective July 1, 2018, longevity for employees hired prior to July 1, 2019:

The Director of Technology shall be entitled to the following cumulative longevity payments:

- \$750 after the completion of 5 years of District service
- \$750 after the completion of 10 years of District service
- \$750 after the completion of 15 years of District service
- \$1,000 after the completion of 20 years of District service
- \$1,000 after the completion of 25 years of District service

The School Lunch Manager shall be entitled to the following cumulative longevity payments:

- \$750 after the completion of 5 years of District service
- \$750 after the completion of 10 years of District service
- \$750 after the completion of 15 years of District service
- \$1,000 after the completion of 20 years of District service
- \$1,000 after the completion of 25 years of District service

The Director of School Facilities & Operations shall be entitled to the following cumulative longevity payments:

- \$1,600 after the completion of 5 years of District service
- \$1,600 after the completion of 10 years of District service
- \$1,600 after the completion of 15 years of District service
- \$1,600 after the completion of 20 years of District service

The Head Bus Driver shall be entitled to the following cumulative longevity payments:

- \$1,000 after the completion of 5 years of District service
- \$1,000 after the completion of 10 years of District service
- \$1,000 after the completion of 15 years of District service
- \$1,000 after the completion of 20 years of District service
- \$1,000 after the completion of 25 years of District service

Longevity for all employees hired on or after July 1, 2019 shall be paid as follows

- \$750 after the completion of 5 years of District service
- \$750 after the completion of 10 years of District service
- \$750 after the completion of 15 years of District service
- \$1,000 after the completion of 20 years of District service
- \$1,000 after the completion of 25 years of District service

Such longevity payments shall be cumulative.

- C. Technology Certification - The District shall pay an annual \$750 stipend for each technology certification obtained by the Director of Technology. In order to be eligible for the stipend, the certification must have been pre-approved by the Superintendent of Schools or his/her designee.
- D. Car Allowance - A car allowance of \$250 per month shall be paid to the Director of School Facilities & Operations. All other employees who drive their personal vehicle for District business may submit reimbursement for miles driven in accordance with District policy.

## **ARTICLE 7 – HEALTH INSURANCE**

- A. Effective July 1, 2019, the District shall provide individual, two person (if available), and family health insurance coverage to full-time employees, with the District paying ninety percent (90%) of the costs of the premiums of the EPO 20 plan. Effective June 30, 2022, the District's contribution shall decrease to 88.5%. In the event an employee selects a more expensive plan, he/she shall be responsible for the employee contribution in addition to the difference in the cost of the premiums.
- B. Health Insurance Buyout
  - 1. Effective July 1, 2018, employees who are otherwise insured may voluntarily opt out of the District's health insurance program and receive an annual payment of \$2,000. Effective June 30, 2022, the buyout payment shall increase to \$2,500. One-half (1/2) of the payment shall be made by January 15<sup>th</sup> of each year and the

balance paid by the end of the school year. Eligibility for participation in the buy-out requires written notification of withdrawal and proof of alternate coverage from the employee by May 1<sup>st</sup> of the year preceding the buyout.

2. 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 employee will receive a pro-rated payment of the buyout 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.
- C. In order to be eligible for retiree health insurance with the District, an employee hired prior to July 1, 2019 must complete a minimum of ten (10) years of service with the District and retire from the District in accordance with the requirements of the Employees' Retirement System. Employees hired on or after July 1, 2019 must complete a minimum of fifteen (15) years of service with the District and retire from the District in accordance with the requirements of the Employees' Retirement System. The District's contribution toward retiree health insurance shall be seventy-five percent (75%) of the individual plan and fifty percent (50%) of the family plan for the life of the retiree. Retirees shall be offered the same health insurance plan options offered to active employees.
  - D. The District shall contribute up to \$900.00 per year toward the cost of a dental insurance plan.
  - E. The District shall provide employees with a term life insurance plan of \$10,000 after he/she has completed six (6) months of service with the District.
  - F. The District shall provide long-term disability coverage for full-time employees in accordance with the District's insurance policy.
  - G. The District shall provide employees with an accidental death and dismemberment insurance plan of \$10,000 after he/she has completed six (6) months of service with the District.
  - H. The District shall participate in 403(b) tax-deferred annuity plans, which shall be open for enrollment to all employees upon employment.

#### **ARTICLE 8: PERSONNEL FILES**

- A. The District agrees that each employee will be allowed to examine the employee's personnel record, with the exception of pre-employment references and credentials, in the presence of the Superintendent or his/her designee. The employee shall have the right to one copy of his/her record each year. Copies of new material put in the personnel file after



the employee's last review shall be provided to the employee. Review of the personnel record shall be by appointment.

- B. Within twenty (20) days, the employee shall have the right to add statements or respond to material being placed in his/her file. No material shall be placed in the employee's personnel file unless the employee has been offered the opportunity to sign the document acknowledging the placement in his/her file. Such signature shall not constitute agreement with such material.

#### **ARTICLE 9: IRS 125 FLEXIBLE SPENDING ACCOUNT**

- A. Employees shall be entitled to the benefits of any flexible plan offered by the District.
- B. All health insurance contributions paid by employees shall be deducted on a pre-tax basis.

#### **ARTICLE 10 – WORKERS' COMPENSATION**

If an employee is injured on the job, he/she will be paid his/her full salary charged to sick leave or all leave accruals. Any claim paid to the employee from the Workers' Compensation Board shall be returned to District, except for medical claims.

#### **ARTICLE 11 – EVALUATIONS**

Employees shall be evaluated at least once annually by the Superintendent of Schools or his/her designee. The Evaluation Form is attached as Appendix A.

#### **ARTICLE 12 – DISCIPLINE**

Discipline shall be subject to the provisions of New York State Civil Service Law Section 75.

#### **ARTICLE 13 – GRIEVANCE PROCEDURE**

##### **A. General**

1. A grievance shall be defined as a dispute involving the interpretation, meaning, and/or application of any of the terms of this agreement.
2. A grievance shall be deemed waived unless it is submitted within 20 days after the Association knew or should have knowledge of the alleged facts forming the alleged

grievance. The term "days" for the purpose of this Article shall mean Monday through Friday, excluding holidays.

3. The aggrieved unit member shall have the right of union representation at all stages of the grievance procedure.
4. No interference, coercion, restraint, discrimination or reprisal of any kind at any time will be taken by the District or a staff member against the unit or any other participant in the grievance procedure.
5. Failure by the District to submit its decision(s) in the time limit set forth herein shall be construed as a denial of the grievance and the grievance may be appealed to the next stage. Failure of the Association or an aggrieved unit member to appeal or take such action in the time limit set forth herein shall be deemed a waiver of the grievance. Either party may request to the other party, an extension of the time permitted to respond at any level.
6. Grievances shall be submitted at the lowest possible stage where relief may be granted.

B. Grievance Process.

1. Stage 1. The Association must present the grievance in writing to the Superintendent of Schools within twenty (20) days after the occurrence of the act or condition upon which the grievance is based or within twenty (20) days after the Grievant knew or should have known of the act or condition upon which the grievance is based for possible resolution. The Superintendent of Schools, or designee, shall respond in writing within ten (10) days of receipt of the grievance.
2. Stage 2. If the Association is dissatisfied with the response at Stage 1, it may appeal the Stage 1 decision to the Board of Education within ten (10) days following receipt of the Stage 1 decision. The Association shall submit documents in support of its grievance to the District Clerk along with the appeal. The Board of Education shall render a written decision within five (5) days after considering the grievance appeal.
3. Stage 3. In the event the decision at Stage 2 has failed to resolve the dispute to the satisfaction of the Association, the Association may appeal to arbitration by filing a demand for arbitration upon the Superintendent within 10 days of receipt of the Stage 2 decision.
  - a. The demand for arbitration shall identify the issue(s) that shall be submitted to arbitration and specific section or sections of this agreement that the Association claims have been violated. The demand for arbitration may not add to the issues previously considered at Stages 1 or 2.

- b. An arbitrator shall be selected from the following list: Jim Bilek and Ira Lobel. The parties may also mutually select an arbitrator not on the list. The Voluntary Labor Arbitration Rules of the American Arbitration Association shall be used.
- c. The cost of the services of the arbitrator will be shared equally between the Board and Association.
- d. The decision of the arbitrator shall be final and binding on the parties.

#### **ARTICLE 14: ASSOCIATION BUSINESS DAYS**

The Association President or their designee shall be entitled to three (3) leave days per year to conduct Association business, and must obtain prior approval from the School Business Manager prior to using such leave time.

#### **ARTICLE 15: ASSOCIATION USE OF FACILITIES**

- A. The Association shall be provided with a bulletin board at the District Office where items pertinent to unit members can be posted.
- B. Association meetings may be conducted on school property after work hours, and upon receipt of prior approval from the School Business Official.
- C. The Association may use District email to send unit members notice of Association meetings.
- D. The District will supply digital copies (i.e. pdf format) of the Collective Bargaining Agreement to each unit member.

#### **ARTICLE 16 – HIRING**

A representative of the Association shall be a member of any hiring committee established to hire one of the titles represented by the unit.

#### **ARTICLE 17 – NO STRIKES**

The Association hereby affirms that it does not assert the right to strike against the School District, to cause, instigate, encourage, or condone any strike or to impose an obligation on any membership to do the same.

## ARTICLE 18 – NEGOTIATION OF A SUCCESSOR AGREEMENT

At the request of either party, negotiations for a successor agreement will commence.

## ARTICLE 19 – SAVINGS CLAUSE

If any of the terms of this Agreement are in violation of applicable State and Federal Law or rulings of any State or Federal agency having jurisdiction in such matter, then only that portion of this Agreement specifically affected by such laws or rulings shall become superseded, and the balance of the Agreement shall remain in full force and effect in accordance with the terms of this Agreement.


## ARTICLE 20 – LEGISLATIVE APPROVAL

IT IS AGREED BY AND BETWEEN ALL PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFORE, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

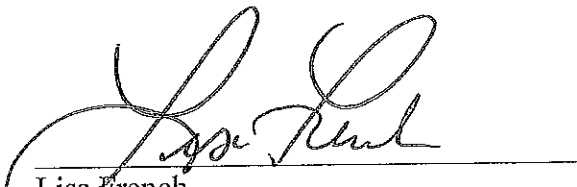
## ARTICLE 21 – TERM OF AGREEMENT

This Agreement shall become effective as of July 1, 2018 and shall remain in full force and effect until June 30, 2023.

Dated: 3/11/2020



Dr. Mark Villanti  
Superintendent of Schools

  
Lisa French  
SES�A President

**APPENDIX A  
SPACKENKILL UNION FREE SCHOOL DISTRICT  
SUPERVISOR EVALUATION FORM**

**Name**

**Position**

**Date of Evaluation:**

**Evaluator:**

**RATING GUIDE:**

Excellent	Well above average performance.
Satisfactory	Responsibilities are generally met in a satisfactory manner. Guidance & supervision may be required.
Needs Improvement	Improvement needed in some key job areas. Considerable guidance and supervision are required.

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**1. LEADERSHIP:**

Includes vision and ability to provide direction and guidance; evidence of capacity to influence positive change toward school or department improvement. Demonstrates abilities to unify various disparate groups and personalities within the school or department. Develops resonance, toward a spirit of unified purpose and common goals. Includes evidence of initiating effective solutions and is alert to new opportunities, techniques and creative approaches to problem solving. Collaborate with administration to develop and achieve annual goals.

- |                          |                   |
|--------------------------|-------------------|
| <input type="checkbox"/> | Excellent         |
| <input type="checkbox"/> | Satisfactory      |
| <input type="checkbox"/> | Needs Improvement |

**Comments:**

**2. MANAGEMENT AND ORGANIZATION:**

Includes evidence of effective and efficient management. Promotes improvement, professionalism and growth in employees. Readily identifies major management problems while identifying and developing solutions. Time, task and project management are evident, including but not limited to compliance with federal or state law or regulations, including any applicable timelines or due dates.

- ☐ Excellent
- ☐ Satisfactory
- ☐ Needs Improvement

**Comments:**

**3. INTERPERSONAL SKILLS, COMMUNICATION AND PROFESSIONALISM:**

Consistently develops positive work relationships that build trust, a sense of fairness, support and collegiality. Displays a positive attitude toward position responsibilities and in relationships with public/co-workers/management. Works effectively with all constituent groups. There is evidence of appropriate responses to various situations and circumstances. Consistent temperament and reliability that fosters and contributes to a positive perception of supervisor and the district are evident. Maintains a professional demeanor. Places a high value on the goals of both one's supervisor and the district. Acts with integrity.

- ☐ Excellent
- ☐ Satisfactory
- ☐ Needs Improvement

**Comments:**

**4. KNOWLEDGE AND PROFESSIONAL GROWTH:**

Demonstrates knowledge of position and attendant skills. Includes evidence of facilitating processes and projects in a manner consistent with standard practices and district policy. Seeks opportunities to advance knowledge and skills. Includes evidence of initiating effective solutions and is alert to new opportunities, techniques and approaches to problem solving. Continuously strives to improve performance. Demonstrates self-supervision, personal and professional growth.

- ☐ Excellent
- ☐ Satisfactory
- ☐ Needs Improvement

**Comments:**

**5. EMPLOYEE EVALUATION AND SUPPORT:**

Expects and establishes accountability from subordinates and provides resources necessary to get the job done while providing clear direction. Articulates the common goals of the district. Includes appropriate use of all aspects of district evaluation instruments, feedback and support for all staff. Professional development training and proper procedures will be evident. All employees will be evaluated a minimum of once a year.

- ☐ Excellent
- ☐ Satisfactory
- ☐ Needs Improvement

**Comments:**

**I acknowledge that I have had the opportunity to read and discuss this review.**

\_\_\_\_\_  
**Evaluator's Signature**

\_\_\_\_\_  
**Employee's Signature**

\_\_\_\_\_  
**Date Reviewed**

Memorandum of Agreement

It is hereby agreed by and between the Spackenkill Union Free School District and the Spackenkill Essential Service Leaders Association that the attached contract shall serve as the Memorandum of Agreement between the parties covering the period of July 1, 2018 through June 30, 2023.

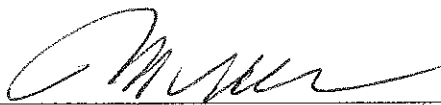
Any provision that does not list an effective date shall be deemed effective upon ratification of the Agreement by the Board of Education. The individual unit members' terms and conditions of employment shall control for the period of July 1, 2018 until the effective dates set forth in the contract.

This Memorandum of Agreement is subject to approval by the Board of Education.

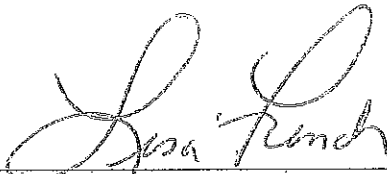
Retroactive payments shall be made within sixty (60) days after ratification by the Board of Education.

Dated:

3/11/2020



Dr. Mark Villanti  
Superintendent of Schools



Lisa French  
SESLA President