

**CONTRACT
BETWEEN**

**COBLESKILL-RICHMONDVILLE EDUCATIONAL
SUPPORT PERSONNEL ASSOCIATION**

AND

THE CHIEF SCHOOL OFFICER

**COBLESKILL-RICHMONDVILLE
CENTRAL SCHOOL DISTRICT**

JULY 1, 2021 - JUNE 30, 2024

Table of Contents

Article	Subject	Page
	Preamble	1
I.	Recognition	1
II.	Dues Deduction	2
III.	Negotiation Procedure	3
IV.	Grievance Procedure	4
V.	Workers' Compensation	8
VI.	Association Days	8
VII.	Recruitment/Employment	9
	A. Vacancies	9
	B. Credit for Previous Experience	9
	C. Resignation	10
	D. Notice of Termination	10
	E. Medical Examinations	10
	F. Uniforms	11
	G. Mileage	11
	H. Safe Storage/Rest Rooms	11
	I. Flexible Scheduling	11
	J. Employee Rights and Protection	11
	K. Staff Evaluations	12
	L. Professional Development	12
VIII.	Leaves	14
	A. Vacations	14
	B. Holidays	15
	C. Emergency Closing Days	15
	D. Sick Leave	15
	Sick Leave Schedule	16
	Sick Leave Accumulation/Payment	17
	Retirement Letter	17
	Retirement Incentive	17
	E. Illness of Death in Family	18
	F. Religious Observance	18
	G. Personal Leave	18
	H. Illness, Accident or Death in Family	18
	I. Catastrophic Accident/Illness	19
	J. Child Care Leave	20
	K. Leave of Absence	20
	L. Jury Duty	21
	M. Quarantine	21
	N. Notification of Absence	21
	O. Other Absences	21

Table of Contents - Continued

Article	Subject	Page
IX.	Compensation/Benefits	22
	A. Insurance Benefits	22
	B. Retirement Benefits	24
	C. Tax-Sheltered Annuity	24
	D. Other Employee Benefits	24
	E. Health Reimbursement Account	24
	F. Salary Annualization	26
	G. Salary Increment/Merit Adjustments	27
	H. Salary Increases	27
	I. Salary Longevity Increment	28
	J. Direct Deposit	28
	K. Admission of Non-Resident Pupils	28
X.	Miscellaneous	29
XI.	Conclusion	30
	Signatures	30
	Appendices	
	A. Starting/Hiring Salaries	31
	B. Definitions	32
	C. Bus Driver Responsibilities	41

PREAMBLE

In order to effectuate the provisions of chapter 392 of the Laws of 1967 (The Public Employees' Fair Employment Act) as subsequently amended and to encourage and increase effective and harmonious working relationships between the Cobleskill-Richmondville Central School District (hereinafter referred to as the "District") and its unit employees represented by the Cobleskill-Richmondville Educational Support Personnel Association (hereinafter referred to as the "Association")

THIS AGREEMENT IS MADE AND ENTERED INTO EFFECTIVE JULY 1, 2021 BY AND BETWEEN THE DISTRICT AND THE ASSOCIATION AND SHALL REMAIN IN EFFECT UNTIL JUNE 30, 2024.

ARTICLE I RECOGNITION

The District, having determined that the Association is supported by a majority of the unit employees in a unit composed of all unit employees (service-related personnel) who have civil service appointed titles and Teaching Assistants, but excluding any other SED certified titles, any substitute positions, and the following position titles: Director of Facilities, Director of Transportation, the School Lunch Manager, the Personal Secretary to the Chief School Officer, the Communications Specialist, the School Business Manager, Payroll Coordinator, Personnel and Benefits Coordinator, Registered Nurses, Occupational Therapists, and the Certified Occupational Therapist Assistants hereby recognizes the Association as the exclusive negotiating agent for members in such unit. Such recognition shall continue for the maximum amount of time permissible pursuant to Chapter 392, Section 208 of the Laws of 1967 as amended.

"Employee" shall mean any employee covered by this agreement who is generally or specifically listed in Civil Service. Individuals who may be employed on a seasonal or temporary basis (i.e., substitutes or those not receiving permanent appointment by the Board of Education) are understood to be excluded from this definition.

The District and Association agree that exclusive representation privileges carries with it concomitant responsibilities in seeing that each employee discharges his/her duties in a responsible and ethical manner.

ARTICLE II DUES DEDUCTION

- A. Employees who desire payroll deduction for payment of dues to the Association shall individually and voluntarily authorize the District to deduct and transmit the monies promptly to said Association. Employee authorization shall be in writing on a form acceptable to the parties.
- B. Deductions as specified in Section A. above shall be made in the following manner: The total annual membership dues for the Association, duly certified by the Association, shall be deducted in twenty (20) consecutive equal installments, beginning with the second pay period in September. No later than the first pay day of each September the Association shall:
 - 1. Provide the District with a list and the original signed dues authorization cards of those employees who have voluntarily authorized the District to deduct dues for the Association.
 - 2. Simultaneously forward to the affiliated associations a list of members and their addresses that have elected payroll deductions for such associations.
- C. The District shall, at the end of each pay period from which fees are deducted, transmit to the Association the total amount deducted, together with a listing of the members from whom deductions have been made and the amount deducted for the Association. The final transmittal list shall state the amount of accumulated deduction for each person.
- D. An employee may withdraw his/her authorization for dues deduction at any time, but only once during a school year, by written notice to the District at least two (2) weeks prior to the effective pay period.
- E. The Association agrees to hold the District harmless from any and all damages and liability which may be sustained, or which may arise as a result of making the dues deduction called for in this section.

ARTICLE III NEGOTIATION PROCEDURE

- A. It is contemplated that terms and conditions of employment provided in this agreement shall remain in effect until altered by mutual agreement in writing between the parties. Nevertheless, because of the special nature of the public education process, it is likewise recognized that matters may from time to time arise of vital mutual concern to the parties which have not been fully or adequately negotiated between them. It is in the public interest that the opportunity for mutual discussion of such matters be provided. The parties accordingly agree to cooperate in arranging meetings, selecting representatives for discussion, furnishing necessary information, and otherwise constructively considering and resolving any such matters.
- B. No later than January first of the fiscal year in which the contract ends the parties will enter into good-faith negotiations over a successor agreement. If such an agreement is not concluded 120 days prior to the end of the school fiscal year, or an impasse is encountered, either party may request the use of mediation. The parties shall request the State Public Employment Relations Board to assist the parties to reach an agreement pursuant to the provisions of Section 209 of the Civil Service Law.
- C. Neither party in any negotiations shall have control over the selection of the representatives of the other party and each party may select its representatives from within or outside the school district. While no final agreement shall be executed without ratification by the Association and the District, the parties mutually pledge that their representatives will have all necessary power and authority to make proposals, consider the proposals, and reach compromises in the course of negotiations.

IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT OF LAW OR BY PROVIDING THE ADDITONAL FUNDS THEREFORE SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL (AS PER TAYLOR LAW).

ARTICLE IV GRIEVANCE PROCEDURE

A. Declaration of Policy

In order to establish a more harmonious and cooperative relationship between unit employees and the School District and to enhance the educational program of the Cobleskill-Richmondville District, 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 pursuant to established rules, regulations, and policies of the District.

B. Definitions

1. "Employee" shall mean any employee covered by this agreement who is generally or specifically listed in Civil Service. Individuals who may be employed on a seasonal or temporary basis (i.e., substitutes or those not receiving permanent appointment by the Board of Education, and those working less than a half-year) are understood to be excluded from this definition.
2. "Administrator" shall mean any supervisor or administrator responsible for or exercising any degree of supervision or authority over unit employees.
 - a. "Chief School Officer" shall mean the Superintendent of Schools of the Cobleskill-Richmondville School District.
 - b. "Immediate Supervisor" shall mean the person to whom the unit employee is directly responsible (i.e., Custodian to the Director of Facilities; Food Service Helper to School Lunch Manager; Bus Driver to Director of Transportation, et cetera).
3. "Representative" shall mean the person or persons designated by the aggrieved employee as his/her counsel, or to act on his/her behalf.
4. "Grievance" shall mean any alleged violation of this agreement or dispute with respect to its meaning or application.
5. "Aggrieved Party" shall mean any person in the negotiating unit filing a grievance.
6. "Days Referred to" shall mean workdays excluding Saturdays, Sundays, and holidays.
7. School year/school calendar equals number of student attendance days (or number of days adopted annually by Board of Education).

C. Basic Principles

1. 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 possible stage is encouraged.
2. An employee shall have the right to present his/her grievance in accordance with these procedures, free from coercion, interference, restraint, discrimination, or reprisal.
3. An employee shall have the right to be represented at any stage of the procedures by a person or persons of his/her choice, except that he/she may not be represented by a representative of any organization other than the recognized exclusive negotiating agent or its affiliates(s).
4. Each party to a grievance shall have access at reasonable times to all written statements and records pertaining to such case.
5. All hearings shall be confidential.
6. It shall be the responsibility of the Chief School Officer of the District to take such steps as may be necessary to give force and effect to these procedures. Each administrator, immediate supervisor, or person in charge shall have the responsibility to consider promptly each grievance presented to him/her within the time specified in these procedures.
7. The function of these procedures is to assure equitable and proper resolution of grievances under Article IV. of this contractual agreement.
8. All grievances shall be initiated at Level One of the grievance procedures.
9. No alleged grievance shall be entertained and such grievance shall be deemed waived unless the allegations are initiated at Level One within 15 working days after the aggrieved party knew or should have known of the act or condition on which the grievance is based.
10. During the Level One stage of the grievance procedure, the grievant or his/her representative, as indicated in writing, shall clearly state that the meeting is a Level One grievance proceeding. During the formal (written) presentation of an alleged grievance, it shall be incumbent upon the aggrieved to include the name and position of the aggrieved party and identify the alleged violation of this agreement or any dispute with respect to its meaning or application, the time when and the place where the alleged events or conditions constituting the grievance existed, the identity of the party responsible for causing the said events or conditions, if known to the aggrieved party, and the general statement of the nature of the grievance and the redress sought by the aggrieved party.

11. If a decision at one stage is not appealed to the next stage of the procedure within the time limit specified, the grievance will be deemed to be discontinued and further appeal under this Agreement shall be barred.

D. Procedures

1. Level One: The aggrieved unit employee shall, pursuant to C. 9. at Level One, within 15 working days of the alleged grievance, orally present his/her grievance with his/her immediate supervisor. The immediate supervisor shall render his/her determination to the aggrieved employee within five (5) working days after the grievance has been presented to him/her. If such grievance is not satisfactorily resolved at this stage, the aggrieved employee may proceed to Level Two.
2. Level Two: If the immediate supervisor (Level One) of an aggrieved employee is a department head or supervisor, the employee shall orally present his/her grievance within five (5) working days to the next higher supervisor, who shall render his/her determination to the aggrieved employee within five (5) working days after the grievance has been presented to him/her. If such grievance is not satisfactorily resolved at this stage, the aggrieved employee may proceed to Level Three.
3. Level Three:
 - a. Within five (5) working days after a determination has been made at the preceding stage, the aggrieved unit employee may make a written request to the Chief School Officer or his/her designee for review and determination. If the Chief School Officer designated a person to act in his/her behalf: he/she shall also delegate full authority to render a determination on his/her behalf.
 - b. The Chief School Officer or his/her designee shall immediately notify the aggrieved unit employee, immediate supervisor, and any other administrator previously rendering a determination in the case to submit written statements to him/her within five (5) working days setting forth the specific nature of the grievance, the facts relating hereto, and the determination(s) previously rendered.
 - c. If such is requested in the written statement of either party pursuant to the preceding paragraph 3.b, the Chief School Officer or his/her designee shall notify all parties concerned in the case of the time and place when an informal hearing will be held where such parties may appear and present oral and written statements supplementing their position in the case. Such hearing shall be held within five (5) working days of receipt of the written statements pursuant to paragraph 3.b.
 - d. The Chief School Officer or his/her designee shall render his/her determination within ten (10) working days after the written statements pursuant to paragraph 3.b have been presented to him/her.

e. If the grievance is not satisfactorily resolved at this stage, the aggrieved employee may proceed to Level Four.

4. **Level Four:** The aggrieved employee may, within five (5) working days of the final determination by the Chief School Officer, make a written request to the Board of Education for review and determination. All written statements and records of the case shall be submitted to the President of the Board of Education by the Chief School Officer. The Board of Education may hold a hearing to obtain further information regarding the case. The Board shall render a final decision within thirty (30) working days or sooner if practical, after receiving the request for review.

5. Binding Arbitration

a. If the Association is not satisfied with the decision at Level Four and the grievance alleges a violation of the application, meaning, or interpretation of this agreement, the Association may submit the grievance to arbitration by filing a Demand for Arbitration with the Board of Education within ten (10) working days after receipt of the decision at Level Four. A copy of the Demand for Arbitration shall simultaneously be sent to the American Arbitration Association (AAA) and the parties shall proceed in accordance with, and be bound by, AAA's Voluntary Rules for Labor Arbitration.

b. The arbitrator shall limit his/her decision strictly to the application and interpretation of this agreement and he/she shall be without power or authority to modify or amend it or make a decision contrary to law. The decision of the arbitrator shall be final and binding.

c. The costs of the arbitration and the arbitrators, including per diem expenses (if any) and actual and necessary travel time and subsistence expense, shall be borne equally between the parties; each party shall be responsible for its own expenses.

E. Miscellaneous Provisions

1. Members of the negotiating unit may not initiate or carry forward a grievance unless through the existing procedures of the Agreement.

2. All documents, communications and records dealing with the processing of a grievance will be filed separately from the personnel files of the participants.

3. Necessary forms for filing grievances pursuant to the Agreement will be jointly prepared by the Chief School Officer and a representative of the Association.

ARTICLE V WORKERS' COMPENSATION

All lost time due to on-the-job accidents involving Workers' Compensation Benefits, employees will be paid full salary less the applicable compensation payment under the following procedures:

- A. It is the responsibility of the employee as soon as possible to report any accident or work-related illness to the appropriate district personnel.
- B. Employees shall receive no more than sixty (60) normal working days of pay less the applicable compensation benefits, which will not be charged against sick leave. The employee must be unable to work in order to be eligible to use the sixty (60) days.
- C. Following the use of the above sixty (60) days, employees have the option of using the balance of their accumulated sick leave days with the district paying full salary less the applicable compensation benefits. The Superintendent of Schools (or designee) and the President of CRESPA (or designee) shall meet to review and resolve specific Workers' Compensation issues where there may be allegations of abuse of this benefit.
- D. In the event that the Workers' Compensation Board denies a claim, then the District will deduct the amount of sick leave denied from the employee's accumulated sick leave.
- E. The District and the Association agree to cooperate in the elimination of any abuse within this benefit.
- F. The Superintendent of Schools (or designee) and the President of CRESPA (or designee) shall meet to review opportunities for employees on Workers' Compensation status to be able to return to work on a temporary "light duty" basis, with the approval of the physician.

ARTICLE VI ASSOCIATION DAYS

An officer or designated representative of the Association shall be granted the cumulative equivalent not to exceed four (4) association days, per year for the purpose of attending Association and related organization conferences. Any other use will be by mutual agreement between the Superintendent and the Association. Cost of any substitute will be paid by the Association.

The Association will notify the Superintendent ten (10) days prior to the leave.

ARTICLE VII RECRUITMENT/EMPLOYMENT

A. Vacancies

1. Support staff vacancies in the District shall be posted on the school district's website for a minimum period of five (5) days within a reasonable time after the occurrence of such vacancy. The District shall forward a copy of each posting to the President of the Association.
2. Employees who apply for such vacancies shall submit a letter of interest to the Chief School Officer or designee within the time limit specified in the notice.
3. The posting notice shall include a brief description of the qualifications for the position, including job requirements and salary as appropriate.
4. It is the intent of the bargaining unit and the District to encourage qualified employees to advance when vacancies occur and as employee skills permit.
5. Employees may apply for temporary positions as they occur. If appointed, a leave of absence without loss of seniority from their permanent position will be granted.
6. Employees asked by the District to work out of their assigned job title as appointed by the Board of Education shall receive compensation at no less than their regular hourly rate. Should the reassignment carry a higher hourly rate then the employee shall receive the higher rate after five (5) consecutive days and retroactive to the first day of the new assignment.
7. Final authority for filling staff vacancies rests solely with the District. Seniority will be considered by the District when a vacancy occurs. When employees vie for another position and are in all other respects comparable, "seniority" is first defined as length of service in this school district in a specific job title, then length of service while employed by this school district. The District is not obligated to award positions solely on the basis of seniority, but will consider it with other factors. If appointment to a position is not granted to the most senior applicant, he/she will receive a written explanation, if requested.

B. Credit for Previous Experience

All unit personnel shall have their training, competency level, and experience evaluated at the time of initial employment. Assignment of an appropriate entry-level salary shall be made in consideration of this evaluation and upon the recommendation of the Chief School Officer. Ordinarily, starting salaries shall be in accordance with the starting/hiring salaries contained in Appendix A of this agreement. However, if a new employee demonstrates significant experience,

the high range may be exceeded as long as the recommended starting salary is commensurate with similarly experienced individuals.

C. Resignation

The Board of Education requires a minimum of two (2) weeks' notice from unit members when submitting a resignation. The failure to do so will result in loss of benefits at termination. Unit members who leave the employ of the District through resignation are no longer entitled to any future salary adjustments in any successor agreement.

D. Notice of Termination

The District agrees to provide ten (10) working days' notice to employees in the event of reduction of work force or termination of position(s). This provision does not apply to terminations resulting from disciplinary action or unsatisfactory job performance.

E. Medical Examinations

1. A medical examination may be required of all unit personnel. The results of such examination shall be made by the school physicians at the District's expense or by the employee's personal physician at the employee's expense. The examination shall follow the form prescribed by the Board of Education.
2. Medical examinations for unit employees shall follow the schedule listed except that the Chief School Officer may require a physical examination for any employee if symptoms exist that seem to indicate a condition that is preventing the employee from satisfactorily carrying out the duties of his/her position.
3. Schedule for Medical Examinations:
Bus Drivers - as provided by statute; Food Service personnel - annually before the start of school; all other unit personnel - before commencing initial employment and every fourth year thereafter.
4. The District and the Association will develop a procedure that will notify unit members of their responsibility for a medical examination and clearly state the consequences, which will result from non-compliance.

Medical Examination Procedure

The District and the Association agree that preventative health care is important and in some job classifications is required by law. With this in mind, the following procedure will be used in order to insure that Article VII, E of the negotiated agreement is accomplished:

- a. The District will notify and provide forms for all unit employees in order to assist them with their responsibility to schedule and receive a physical exam for the following school year as set forth in Article VII, E.
- b. By September 1 of each year of the agreement, all association members required to take a physical exam for that year will submit that report on the required form to the District Office. The medical report form will contain only the information necessary by law and will be on file in the District Office. This medical report will remain confidential.
 - 1. If a unit member is not in compliance with Article VII, E by September 1 of each year of this contract, then consequences to include withholding an association member's paycheck will be applied.

F. Uniforms

The Operations and Maintenance staff and the garage automotive mechanics shall be furnished with uniforms and shall wear them at all times while working. The new uniforms are to be available to the above-mentioned employees at the beginning of each school year.

G. Mileage

Unit employees who, because of their assigned duties, are required to use their personal vehicle for school related business shall be compensated at the IRS rate.

H. Safe Storage/ Rest Rooms

Safe storage and appropriate facilities shall be maintained by the District.

I. Flexible Scheduling (workday)

The need for flexibility may require support staff within an area to have different schedules and different starting and ending times.

The District reserves the right to adjust the starting and ending times of unit member's work day either earlier or later, but will not alter the length of the work day unless otherwise agreed. The District will notify the Association prior to commencement of any such adjustment.

J. Employee Right and Protection

The following discipline and dismissal procedure shall apply to all permanent employees in the bargaining unit who have completed their probationary term. The District will make reasonable and objective investigation to determine that the employee, in fact, committed the infractions as charged.

1. The first formal disciplinary step shall be a verbal discussion with a follow-up written memo from the employee's immediate supervisor describing the specific current deficiencies and the steps necessary to return to a satisfactory level of performance.
2. After an employee receives two (2) written warnings for a given reason, the employee may be suspended, without pay, by the Superintendent for a maximum of three (3) days. The interval between warnings shall not be unreasonable. A written warning shall consist of a memo or letter, separate and distinct from the written memo set forth in section 1, from an administrator or supervisor, reduced to writing on paper and served upon an employee. The written warning shall contain a factual basis and description for the issuance of the warning. The employee shall have the right to respond to such written warning, and the response, if any, shall be kept with the written warning in the employee's personnel file.
3. Additional written warnings may result in further disciplinary action, including a suspension with or without pay for more than three (3) days, or discharge.
4. Suspension with or without pay may be invoked with less than two (2) written warnings where the employee's actions or behaviors create an immediate danger to health, safety and welfare of an individual or individuals or instance of serious misconduct or gross insubordination as defined by Section 75 of the New York State Civil Service Law.

K. Staff Evaluations

Association members shall be evaluated by their supervisor annually during their probationary period and at least once every two years during their permanent or tenured service.

The evaluation instrument(s) utilized shall be adopted upon mutual agreement by the association's president and the Chief School Officer.

L. Professional Development

The intent of this clause is to encourage members of the support staff to continue their education in order that they may enhance their effectiveness and acquaint themselves with new concepts and techniques in their field.

Support staff participating in district approved in-service courses which meet the criteria below, and are conducted outside the member's workday, will receive \$50 permanently added to their base salary upon successful completion of one (1) in-service credit (equals fifteen (15) clock hours); up to two (2) in-service credits may be credited per year and permanently added to base salary. Any accumulated in-service credits beyond two (2) will be rolled over for the duration of this contract.

Courses must meet the following requirements to determine approval and payment:

1. Advance written approval from the Superintendent of Schools on a predetermined form prior to the commencement of the course.
2. Courses are in the working assignment area and have relevance to the assignment area
OR
are in additional areas of education in which the member occasionally works or may be expected to work.
3. Courses will be credited in 15-class hour increments and may be accumulated in amounts no less than two hours at a time.
4. Courses offered by other public school districts and after receiving prior approval from C-RCS, may be considered for partial or full reimbursement of fees or charges for participation, solely at the District's discretion. Conferences or courses attended where the District pays for participation are not eligible for in-service credit. If the member pays the fees, the course can be used for in-service credit.
5. None of the above shall apply to courses that are required to obtain or retain a position (i.e., 30-hour bus safety; 19-A; CDL)
6. Upon completion of one (1) course, member will complete and submit a form to the District Office for payment.

ARTICLE VIII LEAVES

A. Vacations

1. Twelve-month salaried employees shall be granted paid vacations in accordance with the following schedule:

First Year of Service	5 working days
After 1-4 years of service	10 working days
After 5 years of service	11 working days
After 6 years of service	12 working days
After 7 years of service	13 working days
After 8 years of service	14 working days
After 9 years of service	15 working days
After 10-11 years of service	16 working days
After 12 years of service	17 working days
After 13 years of service	18 working days
After 14-17 years of service	19 working days
After 18 years of service	20 working days

2. Vacation leave shall be granted to eligible unit members with the prior approval of the District/immediate supervisor.
3. On July first of each year, continuing twelve-month employees with one (1) or more years of service shall be granted vacation leave according to the schedule as defined in A.1.
4. On July first of each year, continuing twelve-month employees with less than one (1) years' service shall be granted pro-rated vacation leave on the basis of one (1) day vacation for each month worked to a maximum of ten (10) days. The first working month shall constitute at least eleven (11) days worked.
5. All earned vacations of unit personnel shall be taken within the current school year from July 1 to June 30. Each year, employees may roll over up to five (5) earned but unused vacation days to the next school year.
6. In extenuating circumstances, an employee may submit a written request to the Superintendent of Schools to be paid for no more than five (5) unused vacation days.

B. Holidays

1. All twelve-month unit employees will receive time off with pay for the observance of the following holidays:

Labor Day	New Year's Day
Columbus Day	Martin Luther King Jr.'s Day
Veteran's Day	the Third Monday in February
Thanksgiving	Good Friday*
Friday after Thanksgiving	Memorial Day
Christmas Eve*	Independence Day
Christmas Day	

*Unless school is in session for students.

2. Additional and/or reduced holiday schedules may be granted at the discretion of administrators without loss of compensation or earned vacation. When holidays as defined by this Contract fall on a Saturday, they will be observed on the preceding Friday; when the holidays fall on a Sunday, they will be observed on the following Monday.
3. Unit employees on a ten-month basis are entitled to the holiday vacations observed by the schools; otherwise, ten-month employees are on duty from September 1 through June 30.

C. Emergency Closing Day

Twelve-month Civil Service personnel are expected to be on duty when school is closed for inclement weather. However, personnel may report to their immediate supervisor that roads are unsafe. In such cases, the time lost will not be deducted from salary. The employee may, however, be asked to make up time.

When C-RCS schools are closed due to an emergency (inclement weather, power outage, et cetera), 10-month employees are not expected to report to work.

The Superintendent of Schools (or designee) has the authority, as the emergency situation warrants, to require that employees refrain from reporting to work on an emergency closing day. In such an instance, the time will be compensated at their regular rate of pay for the standard workday.

D. Sick Leave

1. The term "sick day" shall mean time absent by an employee from regular duties because of any physical or mental incapacity due to personal sickness or accident that would cause an employee to be incapable of performing his/her regular duties. The time accumulated under this contract shall be used for the aforementioned purposes, except where otherwise indicated.

2. Sick leave benefits are granted in units of full day's credit for full-time employees and in pro-rated units of credit or "working days" for less than full time employees. All twelve (12) month full and part time employees may use any leave credits in hourly increments.

Employees who use one (1) or more units of sick leave credits will have such number of working days deducted from their accumulated credit regardless if a substitute is needed or not.

Less than full-time employees who move to full-time positions shall have their accumulated sick leave pro-rated to that of a full-time employee.

All unit members will complete and sign an employee absence report (paper or electronic) within one (1) day of returning to work following an absence. Seven (7) days after the form is filed and recorded, the report form will be final.

In instances of an employee absence of more than three (3) consecutive workdays, the District reserves the right to require a written physician's excuse from the employee.

3. On July 1 of each year, continuing twelve-month or eleven month, or September 1 for ten-month employees, shall be granted sick leave credits according to the schedule as defined in 4a. Sick Leave Schedule below. Beginning on the first day of employment, continuing twelve or eleven-month or ten-month employees with less than one (1) year of service shall be granted sick leave benefits in units of working day credits for each expected full month of employment (at a rate of 1.5 days per month) between the first day of employment and succeeding July 1 up to the maximum days according to the schedule as defined in 4a below.

Employees who are scheduled to work 20 hours or less per week or work 2nd or 3rd shift must schedule non-emergency medical appointments outside of their daily work assignment.

4. Sick Leave Schedule

a. Full-time employees who are employed on a:

1. Twelve-month basis shall be granted 17 days of sick leave for each full year worked; less than a full year will be prorated at the rate of 1.5 days per full month worked; and
2. Eleven-month basis shall be granted 16 days of sick leave for each full year worked; less than a full year will be prorated at the rate of 1.5 days per full month worked; and
3. Ten-month basis shall be granted 15 days of sick leave for each full year worked; less than a full year will be prorated at the rate of 1.5 days per full month worked.

b. Less than full-time employees who are employed on a:

Half-time basis shall be granted 15 "working days" of sick leave for each full year worked; less than a full year will be prorated at the rate of 1.5 days per full month worked.

5. Sick Leave Accumulation/Payment

Unused sick leave credits shall accumulate to a maximum of 240 days (or "working days"). All full-time employees retiring from the District will be allowed to "cash in" up to 50% of all unused sick leave days up to a maximum of 240 days at the following rate effective July 1, 2014:

- Up to 15 years of service - \$30 per day
- 15-20 years of service - \$35 per day
- Above 20 years of service - \$40 per day

The employee must submit a binding, irrevocable letter of resignation for the purpose of retirement no less than six (6) months prior to the effective date of retirement. At the discretion of the Superintendent and the Board of Education, this notification may be waived under extraordinary circumstances and this decision is not subject to the grievance procedure. Part-time employees shall be eligible for the sick leave payment on a pro-rata basis. Accumulated sick leave benefits shall not be lost during an unpaid leave of absence, nor will any be gained.

6. Retirement Incentive

Unit members who have attained the minimum age requirement established by the New York State Employee or Teachers Retirement System and who retire at that minimum age will be paid ten percent (10%) of their base salary to a maximum of \$5,000. This will be added to their final year's salary and payable at last pay period of employment. Notice must be given as in Article VIII.5., above. Example: If an employee becomes eligible to retire according to his/her NYS Employees (or) Teachers Retirement System at age 55, the employee must retire before he/she turns age 56 in order to qualify for this clause.

Unit members, with agreement of the Superintendent and the Board of Education, may reopen discussions for retirement incentives in each year of the contract.

7. Time spent in military service by any member of the unit while employed on a permanent basis in this school system shall be included in computing sick leave accumulations and apply only to those returning to the school system following termination of military service under Military Law No. 242.

E. Illness or Death in Family

From the appropriated sick leave credit granted as defined in Article VIII.D. Sick Leave, each unit member will be allowed five (5) days or "working days" of absence in any one school year for reasons of sickness or death in the immediate family. Members of the immediate family include husband and wife, child, parent, grandparent, parent-in-law, sister or sister-in-law, brother or brother-in-law, grandchild, or guardian including any person who has developed an immediate family-like obligation due to past personal relationships.

F. Religious Observance

Members of the bargaining unit shall be entitled to use up to two (2) sick days per year of non-accumulative leave for religious observances, which require absence during the school hours. Request for such leave must be made at least five (5) days prior to the day or days of absence.

G. Personal Leave

Three (3) days personal leave per year in addition to sick leave will be granted to each member for personal business reasons. Unused personal days shall be applied to accumulated sick leave.

Use of personal day shall be at the sole discretion of the member but may not be used to extend a vacation period or holiday period, except in case of emergency. Personal leave days enable the employee to accomplish business, which through no fault of the employee falls on a scheduled workday, without resulting in monetary loss. The use of these days shall not extend to the following:

1. To accomplish business of a nature that could be accomplished or scheduled at another time;
2. To lengthen a holiday recess, or vacation period;
3. To follow a vocational interest.

Requests for the use of personal leave shall be made 48 hours in advance and an employee absence report must be completed upon return for said leaves (see D2 above).

- #### H. In the event of an illness, accident, or death in the family, each eligible employee may request that their supervisor as a designee of the Chief School Officer, grant permission to use up to four (4) sick leave days as additional family leave days during each school year.

At the discretion of the Board of Education, upon the recommendation of the Superintendent of Schools, additional sick leave days may be converted into family leave days when extraordinary circumstances exist. However, such additional designation cannot exceed the number of allotted sick leave days in a school year.

I. Catastrophic Accident/Illness Bank

1. A catastrophic accident/illness bank shall be established for members who require preliminary hospitalization and subsequent recuperation due to accidents or long-term illness.

Catastrophic is defined as the employee's personal accident/illness of a nature beyond the scope of normal, routine illness and which will extend over a long period.

Each unit member is eligible and will be enrolled in the Sick Bank each year of this agreement. Continuing unit members who choose not to participate must notify the District in writing by November 1 of each year. New unit members who choose not to participate must notify the District in writing within 60 days of commencing service with the District.

2. The Superintendent of Schools and the President of the Cobleskill-Richmondville Educational Support Personnel Association, or their designees, will serve as directors of the bank. They will make all decisions relating to application for withdrawal. All decisions for withdrawal from the bank shall be unanimous.
3. Each participating member shall contribute one (1) of his/her sick leave "working days" upon joining the bank; all contributions shall constitute an irrevocable donation.
4. Application for withdrawal of "working days" by participating members may be made immediately upon depletion of an employee's accumulated sick and personal leave. These applications will be prepared by the Association and the District and made available in the office of the Superintendent of Schools. A doctor's statement stating the seriousness of the disability and an approximate date when the individual can be expected to return to work shall accompany all applications.
5. Applications for withdrawal from the bank shall be submitted to the directors. Upon approval for withdrawal, the directors reserve the right to terminate withdrawal of "accident/illness bank days" at any time if proof of the need for these days cannot be provided by the withdrawing member. A demonstrated misuse of this privilege shall result in a return of all such monies. The total number of "working days" that can be withdrawn on any one application shall not exceed thirty (30) days. If after this period additional days are requested, one (1) extension application may be submitted.
6. The maximum number of "working days" that can be accumulated in the bank and thus can be used in any one school year shall be equal to the number of members enrolled by November 1 of each year.
7. At the end of each school year, all days that remain shall be carried into the following school year but shall not exceed the maximum. When the total number of days remaining in the bank reaches thirty (30) or fewer days, the District will notify the Board of Directors that

there is an impending need to replenish the bank. The Board of Directors will be responsible for notifying and assessing the members of the bank in order to replenish the sick bank. A member who has no accumulated sick time available at the time the bank is replenished is ineligible to apply for days.

J. Child Care Leave

1. Employees who apply in writing for childcare leave shall be granted such leave without pay or benefits to the extent as required by law (Family Medical Leave Act or FMLA). Application for said leave must be made two (2) months prior to the start of the leave. At the time that the leave is granted, written mutual agreement between the employee and the Superintendent shall indicate the date that the employee must notify the District of said employee's intent to return or not to return to service.
2. An eligible employee shall be granted leave upon request for the purpose of child care of natural or adopted children. Application of said leave must be made two (2) months prior to the start of the leave. In the case of adoption, a unit member anticipating requesting a leave for an adoption of a preschool-age child shall notify the Superintendent upon registration with the adoption service registry and shall notify the Superintendent immediately upon the assignment of the adopted child. Such unpaid leave shall commence at the discretion of the Superintendent, but no later than fifteen (15) working days after the custody of the child is taken by the unit member.
3. The length of the child care leave shall be a maximum of one (1) school year beyond the year in which the child is born or adopted, with the leave terminating by mutual agreement between the unit member and the Superintendent.

K. Leaves of Absence

The Board may, within its discretion, grant leaves of absence for a period not to exceed one year, without pay or benefits. Requests for leaves must be in writing.

At the time the leave is granted by the Board, written mutual agreement between the Chief School Officer and the employee shall indicate the date that the employee must notify the Chief School Officer of said employee's intent to return or not to return to service.

Additional leave may be granted at the discretion of the Board. This leave of absence, if denied by the Board of Education, will not be grievable under the Grievance Process.

L. Jury Duty

Any unit employees required to serve Jury Duty will be released from their responsibilities on those days or hours that such service demands, at no loss of pay. The daily compensation the employee receives, if any, for Jury Duty, will be paid to the District, excluding the amount paid to the employee for travel expenses.

M. Quarantine

Any regular unit employee, full or part time, who is prevented from performing job responsibilities because of quarantine, shall be entitled to full benefits of the sick leave provisions as defined in this agreement upon testing and the presentation of a doctor's statement of quarantine.

N. Notification of Absence

Each employee who expects to be absent from duty shall notify his/her supervisor or designee as early as practical prior to the time the employee must report to work, so that time may be available for obtaining a substitute or necessary emergency coverage.

O. Other Absences

For all employees, absences not covered by the aforementioned paragraphs (A-N) will result in full loss of pay and benefits at the daily rate of the annual salary for each day's absence for all employees. Such absences shall be subject to disciplinary review and/or action at the discretion of the Superintendent.

Such absence will result in a one to three days suspension without pay and benefits. Subsequent abuse will result in harsher disciplinary action, including possible dismissal.

ARTICLE IX COMPENSATION/BENEFITS

A. Insurance Benefits

1. Effective July 1, 2010, the rates of contribution of the District for both eligible active and eligible retired employees shall be 84% of the charge for individual and dependent coverage.
2. Effective July 1, 2018, association members are no longer eligible for district reimbursement of health insurance deductible payments afforded under prior contracts.
3. Effective March 1, 2022, the following insurance protections shall be provided to eligible members:
 - a. The District shall make available a base-level group health insurance plan (Blue Shield PPO 815 Plan) to eligible unit members during their employment as follows:
 - i. For all unit members, the rates of contribution of the District shall be eighty-four percent (84%) of the total premium for individual coverage and eighty-four percent (84%) of the total premium for dependent coverage.
 - ii. The District shall make available to all Blue Shield subscribers a Blue Shield Prescription Drug Plan (with Blue Shield's ASO Custom Formulary) or equivalent. The co-pay for prescriptions shall follow three tiers, along with mail-order prescriptions: Tier 1 (\$5), Tier 2 (\$25), Tier 3 (\$40) and mail-order (2x co-pay for a three-month supply). The District's rate of contribution for the prescription drug plan shall be eighty-four percent (84%) of the total charge for individual or dependent coverage.
 - b. In addition to the base-level plan, the District shall also make available to eligible unit members during their employment an Exclusive Provider Organization (EPO) option (currently CDPHP EPO/CASHIC-421).
 - i. The District shall contribute eighty-four percent (84%) of the corresponding (i.e., individual or family) base-level plan (Blue Shield PPO815 and prescription drug plan) toward the premium cost.
 - ii. Each year, employees (or eligible retirees) opting for the EPO plan shall be responsible for all premium costs in excess of the district's base-level contribution.
 - c. For the term of this Agreement, the District shall continue to make available two additional plans to those members already enrolled in those two plans: the BSNENY 907 (Traditional Indemnity) plan and the MVP plan.

- i. The District shall contribute eighty-four percent (84%) of the corresponding (i.e., individual or family) base-level plan (Blue Shield PPO815 and prescription drug plan) toward the premium cost.
- ii. Each year, employees (or eligible retirees) opting for the BSNENY 907 or the MVP plan shall be responsible for all premium costs in excess of the district's base-level contribution.

It is mutually agreed that these two aforementioned plans shall terminate on June 30, 2024 and that, upon termination, eligible unit members may choose to enroll in one of the two existing plans, the BSNENY 815 plan or the aforementioned CASHIC CDPHP EPO plan.

- 4. Drug prescription co-pays for those enrolled in the Blue Shield Plan 907 are a maximum of \$15 for generic and \$20 for non-generic per prescription.
- 5. New employees beginning work in the District after July 1, 1993, will not be eligible for any health coverage until and unless they are appointed to a position of 20 hours per week or more.
- 6. Individuals who retire during the term of this contract with ten (10) or more years of service shall be eligible to continue health insurance coverage in retirement at the individual level. Employees satisfying Individuals who retire during the term of this contract with fifteen (15) or more years of service shall be eligible to continue the health insurance coverage in retirement at the individual, individual/spouse, or family level.
- 7. Retirees of the former Cobleskill CSD, the former Richmondville CSD, and/or the Cobleskill-Richmondville CSD shall be covered at the same rate of contribution in effect at their retirement.
- 8. Association members (and any insured spouses) retiring after July 1, 2022, shall be required to migrate to a Medicare Advantage Plan, if such plan is offered/sponsored by the district, upon attaining age of eligibility for Medicare as a condition of continuing district-sponsored health insurance in retirement. District contribution toward Medicare Advantage Plan premium shall be at the same rate in effect at their retirement.
- 9. Seasonal and temporary employees (not currently permanently employed in the District) hired for a period of employment anticipated to be less than six (6) months in length shall be considered to be ineligible for coverage under the health insurance program, as offered by the District.
- 10. The District and the Association agree to cooperate in the elimination of dual coverage within the plan as provided by the District.
- 11. All 10-month employees shall pay their annualized share of their health insurance premium (for the coverage period September-August) in advance and in equal installments collected during the 10-month academic year (September-June), with any credits or adjustment reflected in the June deductions.

B. Retirement Benefits

The Board of Education shall make available to all eligible unit employees of the District membership in the New York State Employees (or) Teachers Retirement System.

In addition, the Board shall make available to all eligible unit employees the retirement benefits known as the Guaranteed Ordinary Death Benefit, as described under Section 60B of the New York State Employees (or) Teachers Retirement Plan.

C. Tax-Sheltered Annuity

The District shall permit each unit employee to enter into a tax-sheltered annuity agreement with the agent of his/her choice, provided that entity is a participant in the plan of the District's Third Party Administrator (TPA). Any changes in amount of money, new participating plans, or agents will be allowed by the notification to the Business Official. Contributions to more than one TSA will be honored.

In addition, the District shall permit each unit employee to participate in the New York State Deferred Compensation Plan (457 Plan), subject to the plan document.

D. The District will make available to all eligible employees the following benefits:

1. The New Career Plan (751) under the New York State Employees (or) Teachers Retirement Plan conditional upon all extra annual costs being borne by the affected active employees.
2. An IRS-approved "Premium-only Cafeteria Plan" under section IRC 125 whereby the employee's share of health premiums will be deducted on payroll before federal, state, and social security taxes is calculated.
3. Flexible Spending Account (FSA) -- The District will make available a Flexible Spending Account (FSA). The FSA lets unit members set aside a certain amount of each paycheck into the account-before paying income taxes. During the year, unit members will have access to this account for the reimbursement of health related expenses not covered by insurance. Contributions made to the FSA are voluntary but once made are irrevocable per Internal Revenue Code Regulation Section 125 and any unused balance will revert to the District.

E. Health Reimbursement Account

1. The District shall contribute a sum of \$500 annually into an approved Health Reimbursement Account (HRA) for each member's benefit. Reimbursements from this account shall be governed by federal and state law and the district's plan document.

Effective July 1, 2021, the District shall contribute a sum of \$750 annually into an approved Health Reimbursement Account (HRA) for each member's benefit. Reimbursements from this account shall be governed by federal and state law and the district's plan document.

Effective July 1, 2022, the District shall contribute a sum of \$1,000 annually into an approved Health Reimbursement Account (HRA) for each member's benefit. Reimbursements from this account shall be governed by federal and state law and the district's plan document.

2. The maximum balance in each member's HRA (effective July 1 of each year) shall not exceed \$1,500, including any roll-over of unused contributions as permitted by law.

Effective July 1, 2022, the maximum balance in each member's HRA (effective July 1 of each year) shall not exceed \$3,000, including any roll-over of unused contributions as permitted by law.

3. The district shall pay for all costs associated with the administration of this plan.
4. Unit members employed at least 30 (thirty) hours per week shall be considered full-time for this compensation benefit and are entitled to the full payment. Unit members working less than 30 hours per week but at least 20 (twenty) hours per week shall be entitled to this benefit on a prorated basis. The percent of a full-time 30-hour week worked will be the method of prorating the benefit.
5. This HRA contribution is available only to active members of the association; the district shall not afford this benefit to any past, present, or future retired members of CRESA.

F. Salary Annualization

All unit members working in assignments of 50% (0.5 FTE) or more will be compensated based on an annualized salary. The factors (including standard workday and work year) utilized in the conversion shall be as follows:

Position	Standard Work Day (Hours)	Standard Work Year (Days)
Cleaner, Custodian, Senior Custodian, Groundskeeper, Assistant Maintenance Mechanic, Maintenance Mechanic, HVAC Mechanic, Automotive Mechanic, Lead Automotive Mechanic, Head Bus Driver, Transportation Clerk	8	260
Office & Keyboard Worker (12M), Account Clerk/Typist (12M), Admin Support I (12M), Admin Support II (12M), Office Assistant in O&M, Secretary, Senior Secretary, Associate Accountant, Audio/Visual and IT Technician, Computer Support Specialist, IT Resource Manager	7.5	260
Office & Keyboard Worker (10M), Account Clerk/Typist (10M), Admin Support I (10M), Admin Support II (10M), Cook Manager	7.5	182
Attendance Supervisor	7	182
School Teacher Aide, School Monitor, School Bus Aide, Teaching Assistant I, Teaching Assistant II, Teaching Assistant III	6.75	182
School Bus Driver *	6	182
School Bus Driver (OOD)	8	182
Food Service Helper	6	175

* Bus drivers are ordinarily appointed to a 4-hour workday (0.6667 FTE).

Any bus driver, food service worker, or other member appointed to a part-time position of fewer than 20 hours per week will be paid on an hourly wage compensation model.

In a work year that has more than 260 workdays, 12-month employees shall be paid 1/260th of the employee's annualized salary for each day exceeding 260.

G. Salary Increment/Merit Adjustments

Upon the recommendation of the Superintendent, the board reserves the right to assign a merit adjustment to an association member's salary in recognition of exemplary work. The following guidelines shall be followed in awarding merit-based pay:

1. No employee shall be eligible for more than one merit-based increase in any one school year.
2. The Superintendent and Board of Education shall only consider requests for merit adjustments upon the recommendation of the employee's direct supervisor.
3. All recommendations for merit adjustments shall be based on the employee's demonstrable achievement and/or service of an exemplary nature to the district as evidenced by the employee's annual evaluation or other documentation related to the employee's job duties.
4. The association's president shall be afforded written notice of any merit adjustments awarded by the board.

H. Salary Increases

All unit members will receive salary increases added to their annualized base salary (or hourly wage, for members whose salaries are not annualized). The following salary/wage adjustments shall be applied to individual association members following this schedule:

For the 2021-22 school year, the following salary increases shall be applied to all members' December 1, 2021, hourly wage (as well as earned longevities) and annualized salary (as per contract) and will become effective on February 1, 2022:

- For employees hired before 7/1/2017: 8%
- For employees hired 7/1/2017-6/30/2018: 7%
- For employees hired 7/1/2018-6/30/2019: 6.5%
- For employees hired 7/1/2019-6/30/2021: 6%

All wage increases afforded in 2021-22 shall be subject to the following minimum and maximum values:

Guaranteed Minimum: The minimum hourly rate for all employees shall be the applicable minimum hiring wage (see Appendix A) plus a 10-cent per hour premium for each full year of service in the member's currently assigned title.

Guaranteed Maximum: The maximum hourly rate increase for all employees shall not exceed \$2.00 per hour.

In instances where the guaranteed minimum and guaranteed maximum conflict, the guaranteed minimum shall apply to the employee's favor.

For the 2022-23 school year, all hourly wages (except wages upon hire) shall increase by 4%*.

For the 2023-24 school year, all hourly wages (except wages upon hire) shall increase by 4%*.

* For the 2022-23 and 2023-24 school years, the guaranteed minimum hourly rate for all employees shall be the applicable minimum hiring wage (see Appendix A) plus 10-cents for each full year of service in the member's currently assigned title.

I. Salary Longevity Increment

Employees hired on or after July 1, 2017, but on or before December 1, 2021, who achieve permanent Civil Service appointment or tenure (completion of probationary appointment) shall receive a \$200 increment. The monies shall be added to the employee's annualized salary.

Employees with 10 cumulative years (completion of 9) district service shall be entitled to a \$300 longevity increment. The monies shall be added to the employee's annualized salary.

Employees with 15 cumulative years (completion of 14) district service shall be entitled to an additional \$450 longevity increment. The monies shall be added to the employee's annualized salary.

Employees with 20 cumulative years (completion of 19) district service shall be entitled to an additional \$600 longevity increment. The monies shall be added to the employee's annualized salary.

In addition, all returning employees with 24 cumulative years district service as of July 1, 2021, shall be entitled to a one-time longevity adjustment of \$500. The monies shall be added to the employee's annualized salary. This one-time longevity adjustment shall only be awarded to eligible employees as of July 1, 2021 and is not intended to serve as an additional scheduled longevity payment for any additional current or future employees.

J. Direct Deposit

Provisions shall be made for direct deposit of paychecks to more than one (1) financial institution. The District and the Association shall investigate no-cost options that exist within the capacity of the District's payroll system. Any mutually agreed upon changes in direct deposit institutions shall be implemented by no later than September 30 of each year of the contract.

K. Admission of Non-Resident Pupils

For the term of the contract, any Association member who is not presently residing in the District may request to have their school-aged child(ren) enrolled in any K-12 academic programs offered by the District. This request must follow the same procedure as set forth in Board of Education policy regarding "Admission of Non-Resident Pupils" including reviewing the request annually except that the tuition will be waived. Tuition shall be pro-rated for part-time employees.

ARTICLE X MISCELLANEOUS

a. Articulation of Approved Time-Management Methods (i.e., Timecards, Punch Clocks, Electronic Records)

A labor-management committee will be established to study and recommend time-management methods and technologies that the district may use to record employees' working hours. Such committee will be composed of three (3) CRESPA unit members as appointed by the CRESPA President and three (3) administrative/supervisory representatives as appointed by the Superintendent. The recommendations of the committee shall be presented to the Superintendent for review and implementation effective with the 2022-2023 school year. All negotiated agreements arising from this implementation shall be codified in a Memorandum of Agreement.

ARTICLE XI CONCLUSION

- A. This agreement shall constitute the full and complete commitments between both parties and may be altered, changed, added to, deleted from, or modified only through voluntary mutual consent of the parties in a written and signed amendment to the agreement.
- B. The agreement shall supersede rules, regulations, or practices of the Board of Education which are contrary to or inconsistent with its terms. The provisions of this agreement shall be incorporated into and be considered part of the established policies of the Board.
- C. If any provision of this agreement or any application of the agreement to any unit staff member or group of units shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting, but all other provisions shall continue in full force and effect.
- D. Copies of this agreement shall be printed at the expense of the Board of Education and given to all unit staff members now employed or hereafter employed by the Board within a reasonable time after its execution or employment if that occurs later.
- E. IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAWS OR BY PROVIDING THE ADDITIONAL FUNDS THEREFORE SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.
- F. This contract shall be effective as of July 1, 2021 and shall continue in effect through June 30, 2024.

FOR THE ASSOCIATION:

6-21-22
(Date)


Ray Sigtermans, CRESPA President

(Date)


Robin Hahn, CRESPA Treasurer

FOR THE DISTRICT:

6/21/22
(Date)


Carl Mummenthey, Superintendent of Schools

(Date)


Bruce Tryon, Board of Education President

APPENDIX A STARTING/HIRING SALARIES

Category	2021-22			2022-23			2023-24		
CAT 1	\$13.25	/hour		\$14.00	/hour		\$14.75	/hour	
CAT 2	\$14.50	/hour		\$15.00	/hour		\$15.50	/hour	
CAT 3	\$15.00	/hour		\$15.50	/hour		\$16.00	/hour	
CAT 4	\$15.50	/hour		\$16.00	/hour		\$16.50	/hour	
CAT 5	\$16.50	/hour		\$17.50	/hour		\$18.50	/hour	
CAT 6	\$19.50	/hour		\$20.00	/hour		\$20.50	/hour	
CAT 7	\$21.50	/hour		\$22.00	/hour		\$22.50	/hour	

Categorization of Job Titles

CAT-1 Titles Include: <i>Cleaner, Food Service Helper, Office and Keyboard Worker, School Teacher Aide, School Monitor, and Bus Aide</i>
CAT-2 Titles Include: <i>Account Clerk/Typist, Admin Support I, Attendance Supervisor, Office Assistant in O&M, Secretary, Teaching Assistant I, and Transportation Clerk</i>
CAT-3 Titles Include: <i>Cook Manager, Custodian, Groundskeeper, Senior Custodian, and Teaching Assistant II</i>
CAT-4 Titles Include: <i>Admin Support II, Assistant Maintenance Mechanic, Audio/Visual and IT Technician, Computer Support Specialist, Senior Secretary, and Teaching Assistant III</i>
CAT-5 Titles Include: <i>Associate Accountant, HVAC Mechanic, IT Resource Manager, and Maintenance Mechanic</i>
CAT-6 Titles Include: <i>Automotive Mechanic and School Bus Driver</i>
CAT-7 Titles Include: <i>Head Bus Driver and Lead Automotive Mechanic</i>

Credit for Prior Experience: Salaries in the table above represent the minimum hiring salary/wage for each job category. Upon hire, each candidate's credentials shall be evaluated by the Superintendent (or designee) and the minimum hiring salary may be adjusted to reflect a candidate's experience in the same title, or a substantially similar title. It is mutually understood that the hiring salary/wage for candidates generally shall not exceed 120% of the above-listed minimum hiring salary/wage, except in those instances where a candidate's background and experience warrant a higher starting salary.

APPENDIX B DEFINITIONS

A. Definitions Clerical

1. **Workday:** The workday shall be seven and one-half (7½) hours per day.
2. **Work Week:** The regularly scheduled work week shall be five (5) days within any week. Approved overtime will be paid at the rate of time and one-half for any hours actually worked beyond 40 hours in one week. Actual time worked shall include all district-recognized holidays as articulated in this agreement but shall not include time claimed for any other leaves as articulated in this agreement. Exceptions to this overtime clause may be made when supervisors make a request of unit members to work. Exceptions will be reviewed on a case-by-case basis by the supervisor and the Business Manager and/or Superintendent of Schools.
3. **Work Year:**
 - a. The work year for twelve-month clerical employees shall consist of two hundred sixty (260) days inclusive of the dates July 1 through June 30.
 - b. The work year for ten-month clerical employees shall consist of the number of student attendance days excluding school conference and workshop days.

B. Definitions Food Service

1. **Workday:** The workday for Cook Managers shall be seven and one-half (7½) hours per day; for Food Service Helpers six (6) hours per day for New York State Employees Retirement System purposes; and for part-time Food Service Helpers as assigned by the School Business Manager or his/her designated representative.
2. **Work Week:** The regularly scheduled work week shall be five (5) days within any week. Approved overtime will be paid at the rate of time and one-half for any hours actually worked beyond 40 hours in one week. Actual time worked shall include all district-recognized holidays as articulated in this agreement but shall not include time claimed for any other leaves as articulated in this agreement. Exceptions to this overtime clause may be made when supervisors make a request of unit members to work. Exceptions will be reviewed on a case-by-case basis by the supervisor and the Business Manager and/or Superintendent of Schools.
3. **Work Year:** The work year for food service personnel shall consist of one hundred and seventy-five (175) days minimum or one hundred and eighty-two (182) days maximum, inclusive of the dates September 1 through June 30.
4. **Part-time workers** who are promoted to six (6) hour food service helper positions shall commence employment on the salary level which is at least equivalent to their current hourly rate of pay.
5. **Food service helpers** shall be on duty all days which are determined to be instructional school days or are eligible as instructional school days as determined by the school calendar; work required by the District beyond the instructional school calendar will be compensated at the individual's appropriate rate.
6. **Playground and cafeteria aides** shall be compensated under the School Teacher Aide salary schedule.
7. **"Show up" Time:** Hourly Food Service employees who report to work on a day that is later declared an emergency closing day will be compensated for two hours, providing the employee remains at the work site and works for the two hours.

C. Definitions Operations and Maintenance

1. **Workday:** The workday shall be eight (8) hours per day.
2. **Work Week:** The regularly scheduled work week shall be five (5) days within any week. Approved overtime will be paid at the rate of time and one-half for any hours actually worked beyond 40 hours in one week. Actual time worked shall include all district-recognized holidays as articulated in this agreement but shall not include time claimed for any other leaves as articulated in this agreement. Exceptions to this overtime clause may be made when supervisors make a request of unit members to work. Exception will be reviewed on a case-by-case basis by the supervisor and the Business Manager and/or Superintendent of Schools.
3. **Work Year:** The work year for twelve-month employees shall consist of two hundred sixty (260) days, inclusive of the dates July 1 through June 30.
4. **Night Differential:** Operations and Maintenance employees shall receive a seven and one-half percent (7½%) differential for second shift employees and a seven and one-half percent (7½%) differential for third shift employees. The district reserves the right to change assignments and/or day custodians to night assignments when it serves the best interest of the District.
5. **Tool Allowance:** Effective July 1, 2009, each mechanic shall be granted a \$250.00 tool allowance annually. Receipts for reimbursements shall be submitted in a timely manner during the school year, but no later than July 3 for the year ended June 30.

Note: "School Teacher Aide" includes the titles of Education Aide, Teacher Aide, Playground Aide, Library Aide, Hall Monitor, School Bus Monitor and Cafeteria Aide.

D. Definitions School Teacher Aides

1. **Workday:** School Teacher Aides shall be considered full-time employees if they are assigned a working day of 6.75 hours or more per day on a regular daily basis for the school year. Part-time employees shall be those individuals who are assigned a working day of less than 6.75 hours per day for New York Employees Retirement System purposes on a regular daily basis for the school year.
2. **Work Week:** The regularly scheduled work week shall be five (5) days within any week. Approved overtime will be paid at the rate of time and one-half for any hours actually worked beyond 40 hours in one week. Actual time worked shall include all district-recognized holidays as articulated in this agreement but shall not include time claimed for any other leaves as articulated in this agreement. Exceptions to this overtime clause may be made when supervisors make a request of unit members to work. Exceptions will be reviewed on a case-by-case basis by the supervisor and the Business Manager and/or Superintendent of Schools.
3. **Work Year:** The work year for School Teacher Aides shall consist of the number of student attendance days, inclusive of the dates September 1 through June 30.
4. A School Teacher Aide who supervises middle school or high school study halls averaging fifty (50) or more students per period for four (4) or more periods per day shall receive a salary differential of \$400.00 per year.
5. The entry level differential for a School Teacher Aide who supervises middle school or high school study halls averaging fifty (50) or more students per period for four (4) or more periods per day shall be established at \$300.00.
6. Full-time School Teacher Aides will be considered regular ten-month employees and will be entitled to fringe benefits as defined for other ten-month employees.
7. All Aides assigned to the Children's Communications Classrooms, Adolescent Communications Classrooms, Children's Intervention Program Classrooms, and certain special education classrooms/assignments shall receive a \$500 annual stipend. No later than June 1 of each year, the district shall publish a list of special education programs to be offered in the subsequent school year for which the \$500 stipend shall be paid. The stipend will be prorated if the employee does not serve the entire year in that position.
8. The District must provide appropriate training to all aides assigned to special needs students or classrooms before the beginning of their assignment.

9. All Aides assigned to provide substitute coverage for teachers' classes shall be afforded payment as follows:

For coverage of a teacher's class(es) up to $\frac{1}{2}$ day assignment: \$25

For coverage of a teacher's class(es) greater than $\frac{1}{2}$ day up to a full day assignment: \$50

E. Definitions Attendance Officer/Supervisor

1. **Workday:** Attendance Officer/Supervisor shall be considered full-time employees if they are assigned a working day of seven (7) hours or more per day on a regular daily basis for the school year. Part-time employees shall be those individuals who are assigned a working day of less than seven (7) hours per day for New York Employees Retirement System purposes on a regular daily basis for the school year.
2. **Work Week:** The regularly scheduled work week shall be five (5) days within any week. Approved overtime will be paid at the rate of time and one-half any hours actually worked beyond 40 hours in one week. Actual time worked shall include all district-recognized holidays as articulated in this agreement but shall not include time claimed for any other leaves as articulated in this agreement. Exceptions to this overtime clause may be made when supervisors make a request of unit members to work. Exceptions will be reviewed on a case-by-case basis by the supervisor and the Business Manager and/or Superintendent of Schools.
3. **Work Year:** The work year for Attendance Officer/Supervisor shall consist of the number of student days of attendance.
4. **Full-time Attendance Officers/Supervisors** will be considered regular ten-month employees and will entitled to fringe benefits as defined for other ten-month employees.

F. Definitions Teaching Assistants

1. **Workday:** Teaching Assistants shall be considered full-time employees if they are assigned a working day of 6.75 hours or more per day on a regular daily basis for the school year. Part-time employees shall be those individuals who are assigned a working day of less than 6.75 hours per day for New York State Teachers Retirement System purposes on a regular daily basis for the school year.
2. **Work Week:** The regularly scheduled work week shall be five (5) days within any week. Approved overtime will be paid at the rate of time and one-half for any hours actually worked beyond 40 hours in one week. Actual time worked shall include all district-recognized holidays as articulated in this agreement but shall not include time claimed for any other leaves as articulated in this agreement. Exceptions to this overtime clause may be made when supervisors make a request of unit members to work. Exceptions will be reviewed on a case-by-case basis by the supervisor and the Business Manager and/or Superintendent of Schools.
3. **Work Year:** The work year for Teaching Assistants shall consist of the number of student attendance days, inclusive of the dates September 1 through June 30.
4. **Full-time Teaching Assistants** will be considered regular ten-month employees and will be entitled to fringe benefits as defined for other ten-month employees.
5. All Teaching Assistants assigned to the Children's Communications Classrooms, Adolescent Communications Classrooms, Children's Intervention Program, and certain special education classrooms/assignments shall receive a \$500 annual stipend. No later than June 1 of each year, the district shall publish a list of special education programs to be offered in the subsequent school year for which the \$500 stipend shall be paid. The stipend will be prorated if the employee does not serve the entire year in that position.
6. The District must provide appropriate training to all Teaching Assistants assigned to special needs students or classrooms before the beginning of their assignment.
7. **Teaching Assistant levels**
 - Level I - As defined by New York State Education Department (currently defined as HS diploma or equivalent).
 - Level II - As defined by the New York State Education Department
 - Level III - As defined by the New York State Education Department.
8. All Teaching Assistants assigned to provide substitute coverage for teachers' classes shall be afforded payment as follows:
 - For coverage of a teacher's class(es) up to ½ day assignment: \$25
 - For coverage of a teacher's class(es) greater than ½ day up to a full day assignment: \$50

G. Definitions Transportation

1. **Workday:** Regular 66 passenger bus assignment drivers shall be paid on the basis of a four (4) hour day. Drivers of smaller vehicles will be guaranteed two (2) hours at their regular rate.
2. **Work Week:** The regularly scheduled work week shall be five (5) days within any week. Approved overtime will be paid at the rate of time and one-half for any hours actually worked beyond 40 hours in one week. Actual time worked shall include all district-recognized holidays as articulated in this agreement but shall not include time claimed for any other leaves as articulated in this agreement. Exceptions to this overtime clause may be made when supervisors make a request of unit members to work. Exceptions will be reviewed on a case-by-case basis by the supervisor and the Business Manager and/or Superintendent of Schools.
3. **Work Year:** The work year for school bus drivers shall consist of all days district schools are in session, inclusive of the dates September 1 through June 30. Since the school district also transports children to other public and non-public schools, drivers who are assigned to routes servicing these other schools shall be expected to work on those days that the public or non-public schools remain open even though the District's schools are closed.
4. **Late bus runs** will be assigned by the calendar week. If there are no students to transport on any day during the assigned week the driver will be notified before the end of their regular run. It is the driver's responsibility to let the District know how to reach them on their assigned driving week. Drivers will only be paid for the late runs driven during their assigned week.
5. All drivers must attend two (2) refresher/safety instruction sessions in school bus safety each year in accordance with the regulations of the Commissioner of Education. Drivers who successfully attend two (2) of the three (3) sessions as scheduled by the Cobleskill-Richmondville Central School District shall receive a lump sum payment of \$90.00 in June. New employees only attending one (1) session will be paid \$45.00 in the last paycheck in June. The District and the Association agree to meet and confer regarding any additional courses or requirements mandated by the Federal or state governments. The training will not exceed three (3) hours each.

All bus aides must attend two (2) refresher/safety instruction sessions in school bus safety each year in accordance with the regulations of the Commissioner of Education. Bus aides who successfully attend two (2) of the three (3) sessions as scheduled by the Cobleskill-Richmondville Central School District shall receive a lump sum payment of \$50.00 in June. New employees only attending one (1) session will be paid \$25.00 in the last paycheck in June. The District and the Association agree to meet and confer regarding any additional courses or requirements mandated by the Federal or state governments. The training will not exceed three (3) hours each.

6. Drivers who retire and who continue to serve as substitute drivers shall be compensated at the daily rate equivalent to that which they received upon their retirement.
7. Extra driving (field trips and sports trips) will be compensated at \$20/hour. Regular bus drivers who show up for these runs and the run is then cancelled shall be compensated for a two-hour trip minimum. When an extra trip is scheduled at the time of a regular driver's run, there will be subtracting one (1) hour of time in the morning and one (1) hour of time in the afternoon. (This means that there will only be a maximum of two hours subtracted for a full day trip.)

Drivers assigned to an overnight trip shall receive a lump sum payment for driving and down time of \$250.

8. Meal Allowance: Drivers assigned extra trips shall be entitled to one (1) meal allowance per trip, not to exceed \$10.00 for actual receipted meal expenses for trips.
9. Tool Allowance: Each mechanic shall be granted a \$250.00 cash tool allowance annually. Receipts for reimbursements shall be submitted in a timely manner during the school year, but no later than July 3 for the year ended June 30. Each mechanic will be granted a \$200 steel boot allowance once every three years. Receipts for reimbursements shall be submitted in a timely manner, but no later than July 3 for the year ended June 30.
10. Special Runs/Courier Services/Mid-day Runs: Drivers assigned special courier runs will be compensated at their regular hourly rate.
11. Bus drivers will be expected to perform the duties and follow the guidelines as specified in Appendix C.
12. If a regular bus driver holds a Class "B" CDL license, the driver will be paid at the Class "B" hourly rate even if appointed to a Class "C" route.
13. "Show up" Time: Regular employees (bus drivers and bus aides) who report to work on a day that is later declared an emergency closing day will be compensated for two hours, providing the employee remains at the bus garage and works for the two hours.

APPENDIX C

C-RCS Bus Driver Responsibilities

A. Daily Route Activities:

Each Cobleskill-Richmondville Central School District School Bus Driver assigned to a regular route will be paid two (2) hours for each run, meaning the daily paid work hours are four (4) and the weekly paid work hours are twenty (20).

The following activities, in addition to actual driving, must be performed by C-RCS drivers and are to be considered part of the daily/weekly route assignment, in other words "part of the job":

- Daily paperwork: timecards, driver vehicle inspection reports, student conduct reports, transportation routing data sheets, signed AM and PM attendance sheets, reports requested by the Director of Transportation, Head Bus Driver and/or required by OMV 19A, DOT, or the State Education Department, etc.
- Pre-trip and post-trip inspection.
- Daily sweeping of the bus.
- Weekly washing of vehicle (more often, if needed).
- Fueling of the vehicle.
- Suggestions to improve bus route.
- Conduct bus drills.
- Employee evaluation/counseling.

Any duty listed above that extends the bus run beyond the two-hour time frame may be recorded on the driver's timecard.

- All accidents/incidents of a major or minor significance must be reported to the Director of Transportation or acting Supervisor if the Supervisor is unavailable.
- If a driver incurs two or more incidents of the same nature (i.e., hitting items when backing up, damage sustained to a bus due to hitting objects, etc.) the driver must participate in extra training at no additional pay to correct the issue.
- Additionally, if a driver has two or more accidents in a month, they will have a consequence of one day without pay.
- If the Head Driver or a Supervisor inspects a bus after the driver indicates that they have cleaned the bus, and the bus does not meet acceptable standards for cleanliness, the driver will be obligated to bring the bus to standard without being paid for additional time to do so.

B. Other Activities:

The following activities of Cobleskill-Richmondville Central School District School Bus Drivers are duties that need to be performed or responsibilities that need to be carried out on an occasional basis. The School District will pay for hours worked for the following, upon the submission of an approved timecard that shows the hours.

- Random drug/alcohol testing.
- Physical performance test.
- 19-A driving test.
- 19-A written test.
- Conferences in school buildings with parents/teachers/principals.
- Annual Kindergarten Orientation Day.
- Attendance at meetings scheduled by the School District.
- Time spent on vehicle breakdowns.
- Two-hour "show-up" time on emergency closing days. Those appearing may be asked to perform tasks, such as cleaning buses or removing snow.
- Actual driving time over twenty (20) hours in one calendar-week.

Transportation Definitions

The following are definitions regarding the Transportation Department of the Cobleskill-Richmondville Central School District.

- a. "Extra Trips" or "Extra Driving" are defined as field trips or trips to athletic events originated by teachers (as approved by the Building Principal) or the Athletic Director and scheduled by the Director of Transportation.
- b. "Special Runs" are defined as the mail courier run or special circumstances when a driver is requested to: go to a store to procure parts for the school bus; transport a bus to a repair shop; transport a sick child to their residence.
- c. "After School Run" is defined as when a driver operates a school bus to transport students to their residence or specific drop-off points after the regular bus routes have been completed, for students on detention, students seeking homework assistance, students who missed the regular bus, and students participating in other after-school activities.