

AGREEMENT

Between

THE EDWARDS-KNOX CENTRAL SCHOOL
DISTRICT

And

THE EDWARDS-KNOX CENTRAL SCHOOL
SERVICE EMPLOYEES ASSOCIATION

July 1, 2022– June 30, 2025

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ARTICLE I - RECOGNITION

The Board of Education of the Edwards-Knox Central School District recognizes the Edwards-Knox Service Employees Association as the sole and exclusive bargaining agent of all non-teaching and instructional support employees of the School District in the following job categories: all non-instructional employees with the exception of exclusions in this selection, student service position(s), dispatch position(s), clerk position(s), Community School Coordinator, custodial workers, Lead Computer Technician, aides, cafeteria workers, clerical workers, building principals' secretaries, custodians, pool facility manager, teaching assistants, motor equipment mechanic, bus monitors, lifeguard, LPN, student monitor, and bus drivers. Excluded from the bargaining unit are District administrators, the Director of Transportation, the District tax collector, the Superintendent of Buildings and Grounds, the Superintendent's Secretary, the Business Manager, the Census Taker, the District Clerk, Account Clerk, and the Cook/Manager.

ARTICLE II - ASSOCIATION RIGHTS

A. Association Days

There shall be five (5) working days available to the Association President or designee to be used for any of the following purposes: attendance at conventions of state or national affiliates, providing testimony at grievance arbitrations, attending any other of the duties related to the Association's responsibilities of fair representation. Association days may be taken in half-day or quarter-day increments.

B. Dues Deduction

1. The Board of Education agrees to deduct from the salaries of Association members' dues for the Edwards-Knox Service Employees Association, NYSUT and its' affiliates.
2. The Board of Education shall transmit all such dues deducted promptly to the Association treasurer.
 - a. Within thirty (30) days of an employee first being employed or transferred to the bargaining unit, the District will notify the Union of the employee's name, address, job title, and department; and
 - b. Within thirty (30) days of an employee first being employed or transferred to the bargaining unit, the District shall allow a duly appointed representative of the Union to meet with such employee for a reasonable amount of time during his or her work time without loss of pay or leave credits to the employee or representative.
 - c. The right to such membership dues deduction shall remain in full force and effect until an individual employee revokes membership to the Union in writing in accordance with the signed authorization card.

Use of School Mailboxes, Equipment and Facilities, etc.

The Association shall be allowed use of school buildings, equipment and facilities, including school mailboxes and designated bulletin boards, for Association business upon the proper approval of the Superintendent. Any additional costs to the Board will be reimbursed by the Association.

C. Printing of Agreement for Bargaining Unit Members

The District shall print sufficient copies of this Agreement for all bargaining unit members and provide these to the Association President for distribution.

ARTICLE III - GRIEVANCE PROCEDURES

Grievance Definition: A grievance is a claim by an employee, a group of employees, or the Association, that there has been a violation, misinterpretation or inequitable application of the provisions of this Agreement.

Time Limits: All time limits set forth below may be extended by written mutual agreement of the parties.

Step I – Supervisor

Within thirty (30) calendar days of the time the grievant knew or should have known of the act complained of, the grievant, or Association representative, shall discuss the grievance with his/her/their immediate supervisor. If the grievant or the Association is not satisfied with the results of that discussion, within ten (10) calendar days of that discussion the grievant or the Association shall file a written grievance with his/her/their immediate supervisor. The grievance shall set forth the following:

1. The act grieved and its circumstances:
 - a. Who was responsible for the act.
 - b. When and where it happened.
 - c. To whom it happened.
 - d. Any witnesses to the act complained of.
2. The section(s) of the Agreement which are alleged to have been violated, misinterpreted, or inequitably applied.

The Supervisor shall investigate the grievance and forward a written response to the Association within ten (10) days of receipt of the grievance. During the investigation, an employee or group of employees, is entitled to have an Association representative present for any meeting the Supervisor may have regarding the grievance.

Step 2 – Superintendent

If the grievant and or the Association is not satisfied by the Supervisor's written response in Step 1, a written appeal to the Superintendent may be filed within ten (10) calendar days of the supervisor's written response. The Superintendent shall respond in writing to the grievance within ten (10) calendar days of response's receipt.

Step 3

If the grievant(s) and the Association are not satisfied by the Superintendent's response at Step 1, a written appeal to the Board of Education may be filed, within ten (10) calendar days of the response's receipt. The Board of Education or its designated committee must hold a hearing and respond to this appeal, in writing, within thirty (30) calendar days.

Step 4

If the Association is not satisfied with the Board of Education's response, it may file a demand for arbitration with the American Arbitration Association within ten (10) calendar days of the Board of Education's response.

Note: Any grievance not answered or not appealed within these time limits will be considered denied or dropped, unless the time limits have been extended by the parties, in writing.

The arbitrator's decision of the grievance shall be final and binding. All arbitration expenses shall be borne equally by the parties.

ARTICLE IV - LEAVE OF ABSENCE

A. Sick Leave

1. Full-time employees shall accrue one (1) sick day per month during the regular school year. Example: Ten-month (10-month) employees, ten (10) sick days; eleven-month (11-month) employees, eleven (11) sick days and twelve-month (12-month) employees, twelve (12) sick days accumulative to a maximum of one hundred eighty (180) days. Full-time year-round employees shall be entitled to accrue one (1) sick day per month of service, accumulative to a maximum of one hundred eighty (180) days. Part-time employees shall receive a sick leave benefit that is prorated to the length of the regularly scheduled day. (Example: if an employee regularly works four (4) hours per day, the employee will receive four (4) hours of sick leave accrual). Bus drivers shall receive one (1) additional four (4) hour sick day for every eighty (80) hours per school year spent driving the pre-kindergarten, the extended day, the noon BOCES run, the a.m. and/or p.m. BOCES extra-run. Bus Drivers/Monitors assigned summer runs may use one (1) day of sick leave accumulated time during his/her/their summer assignment.

2. Employees may use his/her/their accrued sick leave for illness of members of his/her/their immediate family. "Immediate Family" for the purposes of sick or bereavement leave, shall be defined as members of the bargaining unit member's immediate household related by blood or marriage, or persons with whom the unit member maintains a close, family relationship. Should a question arise as to the status of an individual identified by a bargaining unit member as immediate family, in a request for sick or bereavement leave, burden shall rest with the unit member to establish the validity of the relationship to the satisfaction of the Chief School Administrator.
3. An accounting of sick leave accumulation shall be provided to each employee each year during September.
4. Upon returning from a sick leave of four (4) or more consecutive days, the employee may be asked by his/her/their supervisor to provide a written statement from his/her/their doctor identifying the employee's fitness for return to work.
5. Sick leave cannot be used for the sole purpose of extending a school vacation.
6. Sick leave may be taken in increments of whole, half or one-quarter ($\frac{1}{4}$) day. Bargaining unit members can take up to four (4), $\frac{1}{4}$ day leaves per year, but are responsible for finding own coverage during the one-quarter ($\frac{1}{4}$) day leave and must notify or his/her/their Supervisor and Secretary.

B. Personal Leave

A maximum of three (3) days per year, non-cumulative, will be permitted for the purpose of conducting personal affairs of such a nature that they cannot be handled outside of the school day. It cannot be used for recreation, for other employment or to extend a vacation. Request for personal leave shall be made, in writing, to the Chief School Administrator or his/her/their designee at least twenty-four (24) hours in advance. In cases of emergency, the twenty-four (24) hour notice requirement may be waived. Personal leave not used will be credited to accumulated sick leave.

Bus Drivers/Monitors assigned summer runs may use one (1) day of accumulated personal time during his/her/their summer assignment. The employee will give the District twenty-four (24) hours' notice before using the personal day.

C. Bereavement Leave

Three (3) days leave will be granted in each instance of death in the immediate family. Additional days, if necessary, may be granted at the discretion of the Chief School Administrator. One (1) day bereavement leave will be granted for the death of a cousin.

NOTE: “*Immediate Family*” for the purposes of sick or bereavement leave, shall be defined as members of the bargaining unit member's immediate household related by blood or marriage, or persons with whom the unit member maintains a close, family relationship.

Should a question arise as to the status of an individual identified by a bargaining unit member as immediate family, in a request for sick or bereavement leave, burden shall rest with the unit member to establish the validity of the relationship to the satisfaction of the Chief School Administrator.

D. Duty & Court Subpoena

Time granted for jury duty will not be considered as personal leave, and there will be no salary deduction. Fees received for such jury duty will be funded to the School District, with the exclusion of mileage.

Time granted for Court Subpoenaed appearances where the employee is not a party to the proceeding and which directly results from the employee’s employment with the district, will not be considered as personal leave and the employee will suffer no loss of compensation.

E. Unpaid Leave of Absence

1. Upon the recommendation of the Superintendent, the Board may grant an employee an unpaid leave of absence for up to twelve months. The employee shall be entitled to no benefits during such leave, except as required under the Family and Medical Leave Act (FMLA); however, said employee shall not lose seniority during such leave and shall be guaranteed a comparable position upon return to active duty.
2. An unpaid leave of absence will not be approved for employment by other employers than the Edwards-Knox Central School District.
3. Any unpaid leave on a per diem or short-term basis must have the written pre-approval of the Superintendent of Schools.

ARTICLE V - SICK LEAVE BANK

A sick leave bank shall be made available to all bargaining unit members who elect to be part of the sick leave bank. The bank shall consist solely of donations of accumulated sick leave from participating bargaining unit members. Once a unit member signs up for the bank, they will remain a member of the bank until employment ceases, or they elect to no longer be a member. It is not the purpose of the bank to be used for common cold or flu, child rearing, common family illnesses, elective or cosmetic surgery, uncomplicated maternity disability, worker’s compensation, routine doctor’s appointments, or minor illnesses of any kind. Sick bank members shall be eligible to withdraw from the sick bank after at least seven (7) days of illness or injury are covered by the person’s own sick leave, or absence without pay.

A request to obtain benefits shall require:

- A duly licensed physician's statement indicating the nature of the illness, disability or injury and probable length of absence from work.
- A statement from the District Clerk indicating the number of sick days and personal days the member has.
- A statement from the member requesting benefits from SLB including the approximate number of days requested from the bank.

A member of the SLB may request thirty (30) days and then an additional fifteen (15) days. The maximum will be forty-five (45) days offered by the bank. If a unit member requests additional days once the maximum is reached, the member must have a doctor's explanation and the committee will review the request before granting more days.

A committee of four (4), two (2) chosen by the administration and two (2) chosen by the Association, shall be responsible for the operation and enforcement of the bank's guidelines.

(Suggested guidelines shall be developed by this committee for review and approval by the Board of Education and the bargaining unit members). The committee shall be responsible for transmitting accurate, up-to-date records on a monthly basis of bank activity to the appropriate district official.

For each contract year each employee who elects to participate in the Sick Leave Bank will contribute either one (1) or two (2) days of accrued sick leave to the bank provided the total contribution will not result in exceeding the maximum of four hundred fifty (450) days. Each employee who elects to participate in the Sick Leave Bank shall contribute one (1) day of accrued sick leave during his/her/their first year of participation, and each employee shall contribute one (1) day per year provided the total contribution will not result in exceeding the maximum of four hundred fifty (450) days. Whenever contributions of one (1) sick day from each of the participants would result in exceeding the maximum of four hundred fifty (450) days accumulated days, only new participants will contribute. If during the school year the contribution from all other participants would not result in exceeding the maximum of four hundred fifty (450) days, each such participating employee shall contribute one (1) day. The number of accumulated days in the Sick Leave Bank shall not exceed four hundred fifty (450) days regardless of contribution made by new participants.

A person will not withdraw days from the Bank until his/her/their own accumulated sick leave is depleted.

A first-year employee shall be eligible to withdraw from the Sick Bank when at least the first ten (10) days of serious illness or serious injury are covered by the person's own sick leave, or absence without pay. A second-year employee shall be eligible to withdraw from the Sick Bank when at least the first twenty (20) days of serious illness or serious injury are covered by the person's own sick leave, or absence without pay. In case of an employee with three (3) or more years of service, at least the first thirty (30) days of serious illness or serious injury must be covered by the person's own accumulated sick leave, or absence without pay.

Any dispute involving operation of the pool shall be the sole responsibility of the committee, and is specifically excluded from the grievance procedure of this agreement.

Retiring members may donate up to ten (10) days of accrued time to the sick bank. Resigning members may not leave accrued days to the bank.

ARTICLE VI - PERSONAL INJURY BENEFITS

In the event that an employee is injured while on duty and becomes eligible for Workers' Compensation, the School District will pay such employee the difference between his/her/their +regular salary and compensation benefits for a period of three (3) months. During this period of salary continuance, no days shall be deducted from the employee's accumulated sick leave. Upon expiration of this period, the employee may elect to apply his/her/their accumulated sick leave to provide the difference between his/her/their regular salary and compensation benefits until the sick leave benefit is exhausted.

ARTICLE VII - VACATIONS

Twelve-month (12-month) employees shall have paid vacation leave according to the following schedule:

- After 1 year continuous service - 1 week
- After 2 years continuous service - 2 weeks
- After 5 years continuous service - 3 weeks
- After 13 years continuous service- 4 weeks

Vacation schedules for all twelve-month (12-month) employees are subject to the approval of the Superintendent or his/her/their designee; however, when two (2) or more twelve-month (12-month) employees in the same job title apply for the same vacation time-off, the employee(s) having greater seniority will be given preference by the Superintendent or his/her/their designee.

Members will provide a one-week (1-week) notification for all vacation requests of a week or more and forty-eight-hour (48-hour) notice for all vacation requests of less than a week. The notice requirement may be waived in emergency situations. Members will be allowed to roll one week (1-week) over to the next year.

Ten (10) and eleven-month (11) employees are not eligible for vacations.

ARTICLE VIII - HOLIDAYS

Twelve-month (12-month) employees shall have the following paid holidays:

New Year's Day	Independence Day
Martin Luther King Day	Labor Day
President's Day	Columbus Day
Good Friday	Veterans' Day
Easter Monday (If school is in session on Easter Monday, members will be issued a floating holiday.)	Thanksgiving
Memorial Day	Christmas Eve Day
Juneteenth	Christmas Day

ARTICLE IX – INSURANCE

A. Health Insurance

Effective 9/1/22 all unit members shall be moved to Plan B, Rider 10

1. The health insurance plan will be the St. Lawrence-Lewis School District Employees Medical Plan, as amended by Rider 10 (Appendix E). Each bargaining unit employee participating in the District's health insurance program will contribute five percent (5%) of the Pure Premium, by salary deduction.

Salaried employees and hourly employees who work twenty (20) or more hours per week on a regular basis are eligible for the district's health insurance program. Bus Drivers and Bus Monitors performing a regular run (A.M.+P.M.) are eligible to receive health insurance.

- A.1.a Retirees that are eligible for Medicare on or before the date of ratification shall be held harmless for any increased out-of-pocket costs (co-pays, premium share, etc.)
- A.1.b Upon application and submission of receipts to the Designated District Representative, Medicare eligible retirees shall be reimbursed for all prescription co-pays that result in the retiree paying more than the out-of-pocket caps on active employees.
2. Employees who retire from the District on or after August 1, 2009, with at least fifteen (15) continuous years of District service and who were during that time of such service eligible to participate in the District's health insurance program, shall contribute the same percentage of premium paid in the last year of employment toward the cost thereof as an active bargaining unit employee contributes for single person coverage. In any case, to the extent available, retirees may, at his/her/their own expense, acquire two-person (2-person) or family coverage.

3. Employees who retire from the District on or after July 1, 2012 with at least thirty (30) continuous years of District service may continue individual or two-person (2-person) coverage for the same annual dollar amount as was contributed during the final year of active District service or percentage of premium paid in the last year of employment, whichever is less; except that, the retiree's spouse will only be eligible for coverage until eligibility for Medicare is attained. "Continuous" is defined as no break in employment with the District.
4. After consultation with the Association, the District may adopt another plan so long as it has the same or better benefits as the current plan.
5. The District will allow, at the employee's option, to members who can demonstrate that they have health insurance coverage through a plan other than through the E-KCSD plan, an annual buy out of the employee's health insurance based upon the following formula:
 - a. The District will pay members four thousand dollars (\$4,000) for a buy-out of his/her/their family plan with no other coverage under the District's Plan.
 - b. The District will pay members three thousand dollars (\$3,000) for a buy-out of his/her/their single plan or two-Person (2-Person) plan with no other coverage under the District's Plan.
 - c. The District will pay members two thousand dollars (\$2,000) for a buy-out of converting from a family to a single plan.

All such buy outs are for twelve (12) months.

If the District is assessed additional penalties or should the District be required to share premium costs with other school districts within the St. Lawrence-Lewis Counties School District Employees Medical Plan, the in-network buyouts will, at the option of the District, be eliminated.

6. An employee who is covered as a spouse or dependent of another district employee shall not be eligible to be covered under the District's program as an employee of the District.

B. Dental Insurance

The District will pay twenty-five dollars (\$25) per year per participating employee towards the cost of a dental plan with the employee paying the remaining cost of the premiums by payroll deductions.

The District agrees to add Schedule B to its dental insurance plan, provided that there is no additional cost to the District. This agreement is prospective only and is not retroactive.

C. Eligibility to Purchase Health Insurance

Employees who work less than twenty (20) hours per week on a regular basis shall be eligible to purchase health insurance provided by the district. Each such employee who chooses this option shall contribute 100 percent (100%) of the premium for individual or family health plan insurance.

ARTICLE X - PHYSICAL EXAMINATION OF NEW EMPLOYEES

Any applicant for employment as a bus driver with the school district who shall have been offered a position with the school district shall, prior to completion of required training for the position and prior to the first day of work in that position, submit to a physical examination to be conducted by the District's school physician. All charges and costs attendant to that examination by the school physician shall be at the expense of the school district. Each new bus driver shall also have to pass a drug and alcohol test prior to that employee's first day worked.

ARTICLE XI - PROBATIONARY EMPLOYEES

Except for Teaching Assistants, whose probationary period is governed by the Education Law, an employee hired on or after July 1, 2012, shall be deemed and considered to be in a "probationary" status until completion of twelve (12) months of service for the school district. The discipline or discharge of an employee who is in probationary status shall not be a violation of this agreement and shall not be subject to review in the grievance procedure.

ARTICLE XII – LABOR-MANAGEMENT COMMITTEE

- A. A Labor-Management Committee shall be formed which will include unit-wide representation and will be for the purpose of exchanging information and discussing issues of concern to the unit. Any changes to terms and conditions of employment that are addressed by the committee will be subject to ratification by both parties. The Labor-Management Committee will include the following: Unit President one (1); Cafeteria Worker one (1); Transportation Department Member one (1); Secretarial/Clerical Worker one (1); Teaching Assistant/Interpreter one (1); Custodial Worker, Superintendent one (1), Board Member one (1); Building Principal, Transportation Supervisor, Cook/Manager, Superintendent of Buildings and Grounds.
- B. Unless mutually agreed otherwise, there shall be five (5) bi-monthly meetings of such committee per school year, the first meeting to take place in September of each year. No member of such committee shall receive any additional compensation by reason of service upon such committee.

ARTICLE XIII - DRIVING ASSIGNMENTS

The assignment of all driving, regular and “extra” runs, shall be consistent with the needs of the District and its pupils. If a vacancy occurs at any time during the year, the vacancy will be posted for five (5) business days. Members will be able to bid on the run by seniority. Subsequent vacancies resulting from the bidding process will be bid at the same time and by the same process. Once assigned to a regular run, a driver will not be changed during the course of the year except under extenuating circumstances in which case the driver will be consulted before a change takes place. Regular drivers will be given preference over substitute bus drivers in the assignment of special and extra driving runs.

All extra-runs, with the exception of field trips and sports trips are to be signed up for by June 30 of the school year preceding the runs.

Extra-runs will be posted for two (2) weeks prior to the week of departure. Drivers may sign up for the runs based on rotating seniority. Runs that are not filled within two (2) business days of bidding will be assigned to drivers using reverse seniority if no substitute is available. Tech Center runs, and late runs shall be posted by May 20 of the prior year. Sports runs and field trips shall be posted every two (2) weeks throughout the school year. Each driver may decline the assignment of an extra-run once per school year. If an assigned driver declines a particular run, the District shall assign the run to the next driver in the reverse rotation.

When a regular bus driver is assigned to drive a special or extra-bus run at a time which conflicts with that driver's performance of the regular bus run, the time spent away from the driver's regular bus run is compensated at the driver's regular rate of pay, but that time is deducted from the compensated pay to which the driver is entitled by reason of the driver's performance of the special or extra bus run.

Interpretation/Clarification:

When a regular driver is assigned to drive a special or extra-run at a time which conflicts with that driver's performance of his/her/their regular bus run (half day), the driver will be compensated as follows:

The driver will receive his/her/their regular run pay for the first two (2) hours of the extra-run and receive the hourly rate for any additional hours of the special or extra-run.

Each bus driver shall have the responsibility to clean the inside of the bus assigned to that driver at the conclusion of each day's run. Outside will be cleaned off when necessary and washed weekly.

A “regular run” is defined as a daily run of four (4) hours (plus or minus one-half hour) of a driver's total expended time. All driving of a regular run driver beyond the regular run will be paid at the following hourly rate:

2022-2023	\$23.64
2023-2024	\$24.59
2024-2025	\$25.45

Practicality - last minute bus runs under forty-eight (48) hours from time of posting. If the run is scheduled with less than forty-eight (48) hours before the run, a phone call will be made within twelve (12) hours by rotating seniority until a driver accepts the run. If there is no answer to the call, the District will move on down the list.

Extended Day Program

For the duration of the Extended Day Grant, all runs within the Extended Day Program will receive a minimum two (2) hours pay with a fifteen percent (15%) additional differential for all runs (pick-up/drop off) at the rate set forth in this Article, above.

ARTICLE XIV - SAFETY

Custodial employees and bus maintenance employees of the district are required to wear safety steel-toed work shoes and/or boots at all times when they are on the job. The district will reimburse an employee up to two-hundred dollars (\$200) per year for the cost of safety related items (boots, pants, shirts, etc.). The district will provide a list of safety equipment from a vendor of the district. Members may choose items from the provided list and the cost of such items will be deducted from the two hundred dollars (\$200) allotment.

Each year, the district will provide all maintenance employees and bus maintenance employees with five (5) shirts, each with his/her/their names inscribed on them. All maintenance employees shall wear the District's shirt at all times when the employee is on duty and at no other time unless approved by the District. The employee shall be responsible for the laundering and continued maintenance of the shirts. Such shirts shall at all times remain the property of the District, to be returned to the district upon the District's request, upon the employee's termination of employment and/or when such shirts are to be discarded.

The district shall provide five (5) shirts to each cafeteria worker in the 2018-2019 school year, and three shirts per year thereafter. The cost of the shirts shall not exceed fifteen (\$15) per shirt. The district shall annually provide two (2) pair of pants, with a cost not to exceed twenty dollars (\$20) per pair, for each cafeteria worker. Cafeteria workers will be required to wear the provided garments, along with closed shoes while working.

ARTICLE XV – CLERICAL, HEALTH & SAFETY EMPLOYEES

Secretary: Work year twelve-month (12-month); 7.5 hours between 7:15 and 4:00 with paid lunch.

Office Secretary: Work year September 1-June 30, following school calendar with holidays and breaks, plus twenty (20) days in the summer; workday 7.5 hours between 7:15 and 4:00 with paid lunch.

CSE Secretary: Work year of one hundred eight (180) school days and summer work as needed for CSE work; workday seven (7) hours between 7:15 and 4:00 with paid lunch.

*All new hires, after 11-1-15, will have a secretary title @ 7.5 hours between 7:15 and 4:00 with paid lunch and will be twelve-month (12-month) employees.

Student Monitor, Clerk, LPN, and Lifeguard: Work year of one hundred eighty (180) school days and summer work as needed; workday 7.5 hours between 7:15 and 4:00 with paid lunch for the Student Monitor and Clerk, seven (7) hours between 7:15 and 4:00 with paid lunch for the LPN and three (3) hours between 7:15 and 4:00 for the Lifeguard.

Lead Computer Technician: Work-year of twelve-months (12-months); 7.5 hours/day between 7:25 and 2:55 with paid lunch. Summer Hours may be adjusted by the Superintendent.

Community School Coordinator: Work year eleven-month (11-month) following school calendar plus twenty (20) mutually agreed days during July and/or August: 7.5 hours with paid lunch.

Office hours are set and can only be changed by an administrator. Telephones will be monitored by clerical staff during holidays and breaks. Summer hours to be determined by Superintendent.

If available, office staff may be requested to work during a break or holiday if needed and will receive his/her/their hourly rate of pay for any time worked. Both the administrators and the clerical staff will attempt to distribute this work fairly.

Clerical employees will not work when school is closed due to inclement weather.

ARTICLE XVI- FOOD SERVICE EMPLOYEES

Those hourly compensated food service employees' who are regularly scheduled to work five (5) or more hours in a day, shall be entitled to one (1) fifteen (15) minute break during the workday, as scheduled by the supervisor.

ARTICLE XVII - STAFFING BY CAFETERIA FOR EVENING EVENTS

- A. The cafeteria staff shall provide appropriate staffing for after school events. Administration shall notify the cafeteria staff of the proposed dates of such events as same are scheduled.
- B. Cafeteria staff working such an event will be paid a minimum of two (2) hours at his/her/their regular hourly rate compensated at their normal hourly rate plus two dollars (\$2.00) per hour. The maximum time requirement will be five (5) hours per event for each employee.
- C. Volunteers will first be sought for each event by seniority. In the event that sufficient volunteers cannot be obtained, staff members will be assigned to the evening events by reverse seniority.
- D. Incumbent workers in the cafeteria may move up the steps of the contract upon the recommendation of the cook/manager.
- E. For all dining events held after 2:00 p.m., non-bargaining unit persons may provide cafeteria staffing services after it has been offered to bargaining unit members.

ARTICLE XVIII - TEACHING ASSISTANTS

Teaching assistants must provide to the District documentation from the State Education Department indicating continuing qualifications obtained for the teaching assistant position. (See Appendix B.) After probation, teaching assistants shall be eligible for tenure as provided for by law. In addition to his/her/their duties, teaching assistants shall attend the following activities:

- A. Teaching Assistant Meeting Monthly
- B. Open Houses/Parent Conferences
- C. Superintendent's Days

On Superintendent Conference Days, the District shall provide Teaching Assistants with professional development activities designed to assist the Teaching Assistants to obtain and maintain qualified status under the Elementary and Secondary Education Act of 1965, as amended, 20 USC 6301 et seq. (2002). Notification of opportunities for participation in such professional development, in-district and provided by St. Lawrence-Lewis Counties BOCES, will be shared with Teaching Assistants in a timely manner. Professional Development may be offered virtually.

The District will pay a teaching assistant who earns college credit for successful completion of a course directly related to the field of education pertaining to his/her/ or their current assignment, an additional thirty-five dollars (\$35) per year per credit hour so earned which shall not be

subject to any across-the-board incremental pay increases and which shall be paid in equal installments in the employee's periodic pay check, less applicable withholding and deductions.

Once credit hours are approved they will not be revoked if there is a change in a teaching assistant's assignment (e.g., high school to elementary assignment). If there is a question regarding the eligibility of a course for reimbursement the employee should check with the Superintendent to avoid taking a course that may not be eligible. Official college transcripts must be submitted by October 1st for payment in that school year. *New hires (After 11-1-15) will be paid a maximum of sixty (60) paid credit hours.

The District may schedule teaching assistants for a 7½ hour work day. Teaching assistants so scheduled will be paid for additional time worked. If the additional time is on a regular basis, the teaching assistant will document the extra work. If the additional time is periodic or occasional, the teaching assistant will record the time worked on a pay sheet with a detailed explanation of service to be monitored and approved by an administrator. That information will be made available to the Union upon its request.

Teaching Assistant Meeting Monthly: Monthly meetings will occur at a time mutually acceptable to the Teaching Assistant and the District. Such meeting will not last more than thirty (30) minutes in duration that is adjacent to the regular work day. Members will be compensated at his/her/their normal hourly rate.

Teaching Assistants filling in for a teacher who is in the classroom for instruction seventy-five percent (75%) of the day or more will be compensated an additional \$5/hr. or the current sub rate, whichever is higher.

ARTICLE XIX - RIGHT TO CHANGE JOB DESCRIPTIONS

The District retains the right to change job descriptions in any department, according to the needs of the District.

The Association retains the right to bargain the impact of changes in terms and conditions of employment created by changed job descriptions.

ARTICLE XX - POSTING

The Association President shall be notified by email of any vacancy in existing unit positions or of any new bargaining unit position(s) at least one (1) week prior to advertising the position to the general public.

When there is a vacant bargaining unit position to which the District intends to make an appointment and when, in the judgment and discretion of the District, there is at least one (1) qualified and available applicant for that position, the District will make an appointment to that position within thirty (30) business days (defined as days when the District's business office is in operation) of completion of the District's application and review process.

ARTICLE XXI - REDUCTION IN FORCE AND RECALL RIGHTS

- A. In the event of lay-offs, reductions in force, or substantial change in job duties of bargaining unit personnel, the District shall notify the Association in writing as soon as decision is made. The Association shall have ten (10) working days to notify the District, in writing, of a desire to negotiate the impact of the decision. Such negotiation shall begin no later than fifteen (15) working days following receipt of the Association request.
- B. Lay-off shall be based upon seniority by job title within department. For the purposes of this clause, 'departments' and/or 'job titles' are defined as:
1. Transportation
 - a. Bus Drivers
 - b. Motor Equipment Mechanic
 - c. Bus Monitors
 2. Custodial
 - a. Custodial Workers and Custodians
 - b. Lifeguard
 3. Cafeteria
 - a. Cafeteria Worker I – five (5) hours or more per day
 - b. Cafeteria Workers II - less than five (5) hours per day
 4. Classroom Support Staff
 - c. Teaching Assistants
 - d. Interpreter
 5. Clerical

In the event of lay-off in those departments with more than one (1) job title, senior unit members may 'bump down' into a lower classified job title within the department, i.e., Custodian/Custodial Worker to Cleaner, Cafeteria Worker I (five (5) hours or more) to Cafeteria Worker II (less than five (5) hours).

All employees (full-time or part-time) in the non-competitive or labor class of the Civil Service, with exception of substitute employees and Teaching Assistants, shall be entitled to be recalled, in order of his/her/their seniority, (based on the date of hire in that job title) for an opening or new position in the same job title for which the layoff occurred, for a period of two (2) years commencing from the date of layoff.

For the purpose of layoff and recall, seniority means and is based upon the employee's date of hire in the job title irrespective of hours worked.

When such employee is on layoff he/she/they shall not accrue seniority, but his/her or their accumulated seniority, but he/she/they shall be restored upon returning to work.

Such employee shall lose seniority and shall be terminated from employment automatically when any one (1) or more of the following occurs:

1. He/She/They has/have been on layoff for a period of more than two (2) years, duration.
2. He/She/They resign(s).
3. He/She/They retire(s).
4. He/She/They has/have refused, or was non-responsive, to a recall pursuant to this Article, above.
5. If He/She/They has/have been laid off from a position requiring certification or licensure and has failed to maintain current status.

ARTICLE XXII - DISCIPLINE AND DISCHARGE

Employees in the non-competitive and labor classes, after completion of a probationary period, shall be afforded the same right that New York State employees in the provisions of Section 75 of the Civil Service Law, as it relates to removal or suspension.

ARTICLE XXIII- RETIREMENT

- A. Upon retirement, the District will offer retirement plan options 75-I and 41-j.
- B. Upon retirement, the District will buy back an employee's accrued and unused sick leave, up to a maximum total of one hundred (100) days, as follows:
 1. The employee will be credited one hundred dollars (\$100.00) per day for those sick leave days which accrued during the employee's last year of service preceding the employee's retirement, which were not used by the employee during that last year of service, Any days taken during the year will be deducted first from the current year's allotment.
 2. The employee will be credited fifty dollars (\$50) per day for the remainder of such days.
- C. Those monies to be paid by the District pursuant to this Article hereof shall be paid, in each and every case, directly to the retiring employee's Internal Revenue Code §403(b) account (see Appendix C).
- D. Retirement Incentive – members who provide the district with at least six-months' notice (6 months-notice) of his/her/their intent to retire will receive two-thousand dollars (\$2,000 in his/her/their 403(b).

ARTICLE XXIV - WAGES AND OVERTIME

- A. Members will receive his/her/their paychecks bi-weekly. Ten-month (10) unit members will have the option of receiving his/her/their annual salary divided into twenty (20) paychecks paid over the ten (10) months, or divided into twenty-four (24) pays of which the final four (4) will be in one (1) check issued at the end of June along with the twentieth (20th) pay. Paychecks will be distributed to supervisors at 8:00 A.M. on the actual pay date, then distributed to the employees from the supervisor.

- B. Employees will be paid according to the schedules attached to, and made part of, this Agreement.

- C. Extra-run drivers shall receive a minimum of one (1) hour of pay for all such extra-runs of the District, except that such drivers shall receive a minimum of two (2) hours pay for the BOCES a.m. and BOCES p.m. runs, and except as noted in the Extended Day Program section of Article XIII.
 - 1. Bus drivers performing extra bus runs shall be paid the above-mentioned rates when actually driving the bus or when otherwise on duty. For overnight extra bus runs, not less than eight (8) hours of the day attributable to sleep time of the driver shall not be compensated at all.

 - 2. When a driver is out of the District on an extra-run (field trips, sporting events, band trips, etc.) extending for seven (7) or more hours, the District will reimburse the driver for incurred meal expense not to exceed eight dollars (\$8) for lunch and sixteen (\$16) for dinner. The driver must submit the original receipt and a sworn voucher to the Business Office within one (1) week of the incurred meal expense.

- D. Employees who work over forty (40) hours per week will, at the District's option, be paid overtime for such hours at the rate of time and one-half or be given compensatory time at the rate of time and one-half. Any compensatory time not taken on or before June 30 of each year shall be paid at the rate of time and one-half times the number of overtime hours worked. No paid time off shall be considered time worked for the purpose of computing overtime.

- E. Time clocks will be utilized by custodians, cafeteria employees, bus monitors, bus drivers, lead computer technician, custodial workers, and any and all hourly employees. For bus driver's regular runs, the time clock will only be used for the calculation of overtime hours (hours worked not paid).

It is acknowledged that the District intends to place video cameras and recording equipment both inside of and outside of the District's transportation facility for purposes of not only security but also for purposes of the District ascertaining and determining the time and circumstances pertaining to employees' arrivals and employees' departures from the transportation facility.

- F. Chaperones: Bargaining unit employees shall have equal opportunity to chaperone, with compensation, for after-school events, exclusive of detention, after the deadline date for teaching staff volunteers.
- G. Custodial Call-in: When the Superintendent of Buildings and Grounds is not available for emergency coverage, the qualified custodial/cleaner unit members will be attempted to be contacted by the District in a rotating seniority order for the emergency coverage. The qualified member who does respond and does work will be paid for a minimum of two (2) hours at the member's pay rate.

Mechanic Call In: When the mechanic is required after normal working hours for an emergency, the mechanic will be paid for a minimum of two (2) hours at his/her/their rate.

- H. Whenever an employee assumes the duties of the supervisor, that employee will be compensated at a daily rate of pay of five dollars/hour (\$5/hour) for the extra work duties involved, with approval by the superintendent.
- I. All bargaining unit members who show up for work within fifteen (15) minutes of his/her/their start time but are unable to perform his/her/their duties due to last minute cancellation will receive one (1) hour show-up pay.
- J. Employees recognized as members of the SEA may be required to attend any or all of the four (4) professional development days for training purposes. Compensation for these days will be at the normal hourly rate. Salaried employees will not receive extra compensation.
- K. Fill in rate – If a member is directed to and accepts another job temporarily and subsequently as sub is not needed, then the member will get the contractual rate in the job classification in which he/she/they filled if the job filled was higher.
- L. The district shall pay for all costs related to maintaining the Bus Drivers license. Any cost incurred during the first three (3) years of employment will not be paid until the driver has worked for three years.

ARTICLE XXV - LONGEVITY

Payments Per Year From the District to Employees Who Have Completed a Certain Number of Full Fiscal Years in the Bargaining Unit

Hours/Day Base Only	After 5 Years	After 10 Years	After 15 Years	After 20 Years	After 25 Years	After 30 Years
7 or more	\$300	\$500	\$750	\$1000	\$1250	\$1500
6 or more	\$250	\$400	\$600	\$800	\$1000	\$1200
3 or more	\$200	\$300	\$400	\$500	\$600	\$700

These sums shall not be cumulative.

These sums shall not be subject to any across-the-board incremental pay increase.

These sums shall be paid in one (1) lump sum in the last paycheck in June, less applicable withholding and deductions.

If a member works less than a full-year, for any reason, they will be compensated at a pro-rated amount that is equal to the time worked as a percentage of the entire year.

Years are total years with the district.

Example

After an employee has completed five (5) full school fiscal years of service in the bargaining unit, the District shall pay to that employee the following sums which shall not be subject to any across-the-board incremental pay increases, and which shall be paid in equal installments in the employee's periodic paycheck, less applicable withholding and deductions:

In years of service 6, 7, 8, 9 and 10:

1. If the employee is scheduled to work seven (7) or more hours per day, the District will pay three hundred dollars (\$300) per year;
2. If the employee is scheduled to work at least six (6) hours per day but not seven (7) or more hours per day, the District will pay two hundred fifty dollars (\$250) per year;
3. If the employee is scheduled to work at least three (3) hours per day but not six (6) or more hours per day, the District will pay two hundred dollars (\$200) per year.

ARTICLE XXVI – TAX SHELTERED ANNUITIES

Tax shelter annuity companies will be limited to only those companies that meet all of the requirements as set forth by the Internal Revenue Service in conjunction with the District's third-party administrator. The selection of an administrator other than Omni will be only after input

from the Union. Reasonable efforts will be made by the District to ensure that there are a minimum of five (5) providers.

ARTICLE XXVII – SALARY

July 1, 2022 – June 30, 2025

Department	2022-2023	2023-2024	2024-2025
	4.00%	4.00%	3.50%
Custodial			
Custodial Worker	\$45,437	\$47,254	\$48,908
Custodian	\$54,044	\$56,206	\$58,173
Lifeguard	\$22.20	\$23.08	\$23.89
Transportation			
Driver Regular Run (see pg. 12)	\$24,963	\$25,961	\$26,870
Motor Equipment Mechanic	\$57,539	\$59,841	\$61,935
Dispatch	\$13.94	\$14.49	\$15.00
Bus Monitors	\$12,587	\$13,091	\$13,549
Cafeteria			
Food Service Worker	\$17.05	\$17.73	\$18.35
Head Cook	\$32,696	\$34,004	\$35,194
Head Cafeteria Aide	\$28,982	\$30,142	\$31,197
New Appointment (hired after 7/1/22)	\$24,035	\$24,996	\$25,871
Cafeteria Monitor	\$17.05	\$17.73	\$18.35
Clerical			
Secretary	\$38,628	\$40,173	\$41,579
CSE Secretary	\$40,742	\$42,372	\$43,855
Office Secretary	\$51,335	\$53,388	\$55,256
Clerk	\$29,926	\$31,123	\$32,212
LPN	\$27,773	\$28,884	\$29,895
Community School Site Coordinator	\$49,920	\$51,917	\$53,734
Leader Computer Technician	\$59,202	\$61,570	\$63,725
Classroom Support Staff			
Teaching Assistants	\$31,872	\$33,147	\$34,307

**Lump sum payments will be made no later than the first pay period in December of 2022 (\$1,500) and 2023 (\$1,000).*

A bus monitor who is assigned to work in the cafeteria, performing the duties of a cafeteria worker, will be compensated at the rate of a cafeteria worker for all time worked in that capacity. Bus Monitors will receive his/her/their compensation (*hourly) in twenty-one (21) or twenty-five (25) equal installments, chosen by the member, beginning in the 2016-2017 school year.

All Cleaners will be converted to Custodial Workers.

Trial Period

When a bargaining unit member takes a new assignment under the same job title, there will be a trial period of ten (10) working days in the new assignment during which the member can choose to return to his/her/their previous assignment.

When a bargaining unit member takes a position with a job title change, there will be a trial period of forty-five (45) calendar days in the position during which the member can choose to return to his/her/their previous position.

If a bargaining unit member is deemed by the District to not be qualified or capable of holding the new position, the District can move the member back to his/her/their prior position.

ARTICLE XXVIII- SAVINGS AND SEPARABILITY CLAUSE

If any Article or Section of this Agreement, or any Riders thereto, should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by such tribunal, pending a final determination as to its validity, the remainder of this Agreement and of any Rider thereto, or the application of such Article or Section to persons or circumstances other than those to which it has been held invalid, or to which compliance with or enforcement of has been restrained, shall not be affected thereby. In the event any Article or Section is held invalid, or enforcement of or compliance with any has been restrained, the parties hereto shall enter into immediate collective bargaining negotiations, upon the request of the Union, for the purpose of arriving at a mutually satisfactory replacement for such Article or Section during the period of invalidity or restraint.

ARTICLE XXIX - LEGISLATIVE ACTION

It is agreed by and between the parties that any provision of this Agreement requiring legislative action to permit its implementation by amendment of law or by providing the additional funds therefore, shall not become effective until the appropriate legislative body has given approval.

ARTICLE XXX – LABOR-MANAGEMENT INCLUSION

The EK-SEA will be included in any discussions (Labor Management meetings with the E-K TA) relating to the change of the school work year/calendar. Unless there is no practical way,

bargaining unit members will be given at least fourteen (14) days' notice of any change to the school work year/calendar. EK-SEA will be equally involved in the annual discussion regarding give back snow days.

ARTICLE XXXI – PERSONNEL FILE

A. Personnel Files

1. All data maintained by the District on bargaining unit members relative to employment, promotion, discipline, evaluation and all other job-related matters -- exclusive of confidential references and communications received in connection with the initial employment -- shall be placed in a single file and maintained in the central office, and shall be kept locked at all times.
2. No material derogatory to a bargaining unit member's conduct, service, character or personality shall be placed in his/her/their personnel file unless the bargaining unit member has had an opportunity to review the material. The bargaining unit member shall acknowledge that his/her/they has/have had the opportunity to review such material by affirming his/her/their signature to the copy to be filed with the express understanding that such a signature in no way indicates agreement with the contents thereof, and such signature may not be withheld. The bargaining unit member shall also have the right to submit a written answer to such material and his/her/their answer shall be reviewed by the Chief School Administrator and attached to the file copy.
3. The bargaining unit member shall have the right upon request to review the contents of his/her/their personnel file. Furthermore, the bargaining unit member shall be allowed to make single copies of any document therein. Additional copies shall be at the bargaining unit member's expense. The bargaining unit member shall be entitled to have a representative of the Association accompany his/her/them during such review. Such review shall be made in the presence of a designated school official, and shall be at a mutually agreeable time. Otherwise, access to the files shall be limited to proper school officials.
4. Before any material concerning a complaint by a parent or student is placed in a bargaining unit member's file, the bargaining unit member will be afforded an opportunity to reply to same by attaching a written statement of explanation or defense.
5. An incident which has not been reduced to writing within thirty (30) school days of its occurrence or discovery, whichever is later and exclusive of the summer vacation period, shall not be placed in the file. This does not preclude the practice by the Administration of keeping a record of a series of relatively minor incidents. The bargaining unit member shall be warned that continuation of these offenses shall result in a notation being placed in the bargaining unit member's file. Before such a record may be used as part of any action against a bargaining unit member, it must be

placed in the bargaining unit member's file in accordance with paragraph two (2) above.

B. Bargaining Unit Member Evaluation

- 1. No bargaining unit member shall suffer any professional disadvantages by reason of his/her/or their-membership in the Association or participation in its lawful activities.

ARTICLE XXXII – SUMMER WORK

If the District has a need to hire workers for the summer, and that work fits any description under Article I of this agreement, then the District shall offer the work to members of the bargaining unit by order of Seniority. This work will first be offered to members within his/her/their respective classification(s) first, before being offered work outside of his/her/their classification(s). Members who opt to work during the summer will receive all contractual benefits identified in this agreement.

ARTICLE XXXIII - DURATION OF AGREEMENT

- A. This Agreement shall become effective upon signing by the parties, and will remain in force and effect until June 30, 2025; however, all monies shall be retroactive to July 1, 2022.

The following increases shall be distributed, subject to the provisions of other sign offs:

2022-2023	4% to base plus \$1,500 not to base lump sum
2023-2024	4% to base plus \$1,000 not to base lump sum
2024-2025	3.5% to base

- B. This Agreement may be amended by mutual consent with written evidence of said consent being presented by each party to the other.

In witness whereof, the parties have hereunto set his/her/their hands and seals on this

13th day of October, 2022. 

Joni Tresidder
For the Association - Joni Tresidder

Erin E. Woods
For the District - Erin Woods

APPENDIX A

OVERVIEW OF TEACHING ASSISTANT CERTIFICATION REQUIREMENTS (EFFECTIVE April 2006)				
Certificate	What education is required for this certificate?	What examination is required for this certificate?	How long is this certificate valid?	Can the certificate be renewed?
Level I	High School Diploma or its equivalent	New York State Assessment of Teaching Assistant Skills Test	3 years	Yes. It can be renewed for 3 years based on commitment of employment.
Level II	6 credits for certificates applied for on or before February 1, 2007 9 credits for certificates applied for after February 1, 2007	Same as Level I	3 Years	No
Level III	18 credits (cumulative)	Same as Level I	Continuously valid provided that the teaching assistant completes 100 hours of professional development every 5 years	Not applicable

After meeting all of the criteria of Level III the next level is Pre-professional level where the individual may renew if they have taken thirty (30) semester hours during the five (5) year period.

APPENDIX B

**MEMORANDUM OF AGREEMENT
("hereinafter "MOA")**

THIS AGREEMENT entered into as of the ____ day of _____, 2011, by and between the Edwards-Knox Central School District ("Employer") and the Edwards-Knox Central School Service Employees' Association (the "Association") does hereby amend the terms of the existing collective bargaining agreement ("CBA") that governs the employment relationship between Employer and the Association, as follows:

Effective July 1, 2009, the Employer and Association agree to the following:

Employer Non-Elective Contribution to 403(b) Plan

1. Employer Non-Elective Contribution – Leave Conversion

The Employer agrees to make an Employer Non-elective Contribution to the 403(b) account of each covered employee entitled to a leave conversion under Article XXIV, Section B of the collective bargaining agreement. Such contribution will be in an amount equal to and in place of the accumulated leave provision under Article VI, Section A of the collective bargaining agreement, subject to the maximum contribution permitted under Section 415(c)(1) of the Internal Revenue Code of 1986, as amended, for the year in which the employee severs employment.

2. No Cash Option

No employee may receive cash in lieu of or as an alternative to any of the Employer's Non-elective Contribution(s) described herein.

3. Contribution Limitations

In any applicable year, the maximum Employer Contribution shall not cause an employee's 403(b) account to exceed the applicable contribution limit under Section 415(c)(1) of the Code, as adjusted for cost-of-living increases. For Employer Non-elective Contributions made post-employment to former employees' 403(b) account, the Contribution Limit shall be based on the employee's compensation, as determined under Section 403(b)(3) of the Code and in any event, no Employer Non-elective Contribution shall be made on behalf of such former employee after the fifth taxable year following the taxable year in which that employee terminated employment.

In the event that the calculation of the Employer Non-elective Contribution referenced in any of the preceding paragraphs exceed the applicable Contribution Limits, the excess amount shall be handled by the Employer as follows:

- A. For all members in the New York State Teachers' Retirement System ("TRS") with a membership date before June 17, 1971¹, the Employer shall first make an Employer Non-elective Contribution up to the Contribution Limit of the *Internal Revenue Code* and then pay any excess amount as compensation directly to the Employee. In no instance shall the Employee have any rights to, including the ability to receive, any excess amount as compensation unless and until the Contribution Limit of the *Internal Revenue Code* are fully met through payment of the Employer's Non-Elective Contribution; and
- B. For all members in the New York State Teachers Retirement System ("TRS") with a membership date in the TRS on or after June 17, 1971, and for all members in the New York State Employees' Retirement System regardless of his/her/their membership date, the Employer shall first make an Employer Non-elective Contribution up to the Contribution Limit of the *Internal Revenue Code*. To the extent that the Employer Non-elective Contribution exceeds the Contribution Limit, such excess shall be reallocated to the Employee the following year as an Employer Non-elective Contribution (which Contribution shall not exceed the maximum amount permitted under the Code), and in January of each subsequent year for up to four (4) years after the year of the Employee's employment severance, until such time as the Employer Non-elective Contribution is fully deposited into the Employee's 403(b) account. In no case shall the Employer Non-elective Contribution exceed the Contribution Limit of the *Internal Revenue Code*.

4. 403(b) Accounts

Employer contributions shall be deposited into the 403(b) account selected by employee to receive Employer contributions, provided such account will accept Employer Non-elective Contributions. If the employee does not designate a 403(b) account to receive Employer's contributions, or if the account designated will not accept Employer's Non-elective Contributions for any reason, then Employer shall deposit contributions, in the name of the employee, into the endorsed 403(b) program.

¹ **Explanation for TRS Categories:** Under *Education Law* § 501(11)(a), the calculation of a pre-June 17, 1971 TRS Tier I member's last five years final average salary (upon which a member's life-time pension is, in part, calculated) includes any non-ordinary income (such as termination pay) which is received as compensation prior to December 31st of the year of retirement. Thus, such a member would benefit from receiving, as compensation, in his/her/their final year of employment that portion of the Employer Non-elective contribution, which is in excess of the maximum Contribution Limits of IRC §415.

The final average salary of all other members of the TRS (*i.e.*, all TRS members with a membership date on or after June 17, 1971) may not include any form of Termination Pay; therefore, the Employer's post-retirement payment into the employee's 403(b) account of that portion of the Employer Non-elective Contribution, which is in excess of the maximum Contribution Limits of IRC §415, is more advantageous for those member.

Tier I Adjustments

Tier I members with membership dates prior to June 17, 1971, Employer Non-elective Contribution hereunder will be reported as non-regular compensation to the New York State Teachers' Retirement System.

5. This MOA shall be subject to IRS regulations and rulings. Should any portion be declared contrary to law, then such portion shall not be deemed valid and subsisting, but all other portions shall continue in full force and effect. As to those portions declared contrary to law, the Association and Employer shall promptly meet and alter those portions in order to provide the same or similar benefit(s) which conform, as closest as possible, to the original intent of the parties.
6. This MOA shall further be subject to the approval of the 403(b) Provider, which shall review the MOA solely as a matter of form and as the provider of investment products designed to meet the requirements of Section 403(b) of the *Internal Revenue Code*.
7. Both the Employer and Employee are responsible for providing accurate information to the 403(b) Provider. This information includes both Elective and Employer Non-Elective Contributions and the amount of the participant's Includible Compensation.

For Employer

For the Association

By: _____

By: _____

Dated: _____

Dated: _____

APPENDIX C

E-KCS SERVICE EMPLOYEES UNION MEMORANDUM OF AGREEMENT AM/PM BOCES

Appendix C

E-KCS SERVICE EMPLOYEES UNION MEMORANDUM OF AGREEMENT AM/PM BOCES

- † AM/PM BOCES: Drivers who sign-up for this duty will be paid one (1) hour additional to the 2-hour regular run daily. (AM and PM). If for some reason the run exceeds one hour, drivers will be paid the full amount of time. Drivers will continue to accrue the appropriate amount of sick time by doing this "extra" run.
- † The Assignment of BOCES Runs, Pre-K, and Extended Day/Late Bus Runs shall be as follows: All drivers interested must sign up before the start of the school year. (July 1st to June 30th)

The rotation will begin with the most senior driver who has signed up; he/she will drive their allotted days first, then the District will continue down the seniority list until all drivers have their allotted time.

- † Drivers who sign up for these runs may drop out at any time. If you drop out, your remaining days will be divided equally as possible between drivers still on the list. If you drop out of the rotation, you will forfeit all remaining days and will not be able to sign up for any extra runs in the following school year. A 4-year penalty will be assessed if a driver has dropped out of the rotation for a legitimate reason (i.e. family illness) at the discretion of the Superintendent to waive the 4-year penalty.

AGREEMENTS TO MOA Meeting 10/07/13

Present: Frank Barney, Steve Sullivan, Paul Hull, Sue Kelly

1. Calendar start date 10/15/13.
2. Any staff not wishing to remain on extra run sheets have until 8:00 a.m. on 10/08/13 to remove their name without penalty. They will have to see Frank to cross their name off, sign, and date the June 2013 extra run sheet.
3. All staff that drop off for extra runs after 10/08/13 will be penalized if the reason is not approved by the Superintendent.
4. Seniority for run assignments will be followed to the extent possible. Due to staff signing up for more than one run, they cannot do more than one extra run at a time.
5. Only those who signed up in June will be considered for assignments of extra runs.

6. If a driver who has been assigned an extra run takes the day off, a sub will be given their full day's schedule.

7. If a driver who is assigned an extra run and requests time off in less than 48 hours, the Transportation Director or designee will attempt to fill with a regular driver, if possible. A substitute may be called if time doesn't allow for the position to be filled.

Suzanne Kelly
For the District

Steve Sney
For the Union

10-9-13
Date

10/9/13
Date

1) Note - how will

APPENDIX D

DRIVING ASSIGNMENTS

Assignment of extra-runs is based on weekly seniority.

The process starts in September on the first day of the regular school year.

The most senior district drivers start the process.

The number of drivers with preference (weekly seniority) to drive that week is determined by the number of available runs. (i.e., 5 runs = 5 drivers, 2 runs = 2 drivers, 1 run = 1 driver)

A marker will be placed next to the last senior driver's name for that week. If there were five (5) runs, the supervisor will have counted down the list five names and placed the marker. The name directly after the marker will be the beginning of the following week's senior drivers list. This marker will not move again during this week's assignment process. No driver will be penalized for not taking a run.

The Transportation Supervisor, or his/her/their designee, will call on the most senior driver of the week. This driver will have a choice of the runs available. He/She or They may pick the run of his/her/their choice, or decline to drive altogether. After that, the next senior driver of that week will have his/her/their choice of the runs that are left, or may also decline to drive. This process will continue until the senior drivers list for that week is exhausted. If all senior drivers for the week choose a run, the process stops here until the next run assignment or assignments are posted.

If after exhausting all senior drivers for the week there are still runs available, the Transportation Supervisor or his/her/their designee will then start down the seniority list from where the marker was last placed until all runs are filled. Again, the marker will not be moved even if less-senior drivers are used to fill that week's runs. Remember, it is possible for a senior driver or a less senior driver to get more than one (1) run if other drivers decline to drive.

The next week the Transportation Supervisor or his/her or their designee will go to the marker from the previous week's assignments. This is where he/she or they will get the next week's senior drivers. (i.e., three (3) Runs three (3) Senior Drivers)

Note If there are four (4) runs available in one (1) week and the marker location from the previous week was two (2) drivers above the bottom of the seniority list, the two (2) most senior drivers of the district and the two (2) least senior drivers of the district will make up your senior drivers of that week. In this case the drivers will have preference from most senior to least senior based on district seniority. This applies to any scenario in which there is combination of most and least senior drivers.

****Absentee Bids**** Absentee bids will be allowed to be placed only after being approved by the Transportation Supervisor or his/her/their designee. Reasons for absentee bids can include A.M. BOCES, Pre Approved Sick leave or personal time, or other trips that conflict with bid times. Just being unavailable or busy is not a reason to qualify for an absentee bid. Additional Circumstances may be considered at the discretion of the Transportation Supervisor.

*******(If a Driver wants a run, he or she is expected to be present to bid that run)*******

Extra-runs will be marked #1, #2, #3, #4, and so on. These are the numbers that will identify the runs. They are also the numbers the drivers will use when bidding on the runs. It is the driver's responsibility to know all the information about the trip they are bidding. Neither the Transportation Supervisor nor his/her/their designee will read the runs to the drivers before the bidding process begins.

All Extra-Runs will be posted on the first work day of the week by 8:00 A.M.. Runs will be posted for a period of forty-eight (48) hours. These runs will be out to bid at 8:00 A.M. on Wednesday Morning. Any Extra-Run the Transportation Department receives after the weeks runs are posted will be considered a late posting. Late posting will be filled by the same list used in the week's runs. The driver next on the list following the last driver who accepted a run for the week will be entitled to the run. If that driver declines the run, the Transportation Supervisor will go to the next driver on the list and so on until the run is assigned.

Designees: The Bus driving staff will pick two (2) designees to Assign the runs in the absence of the Transportation Supervisor. Designees will be chosen on the first Wednesday of the new school year. Designee #1 will assign runs in the absence of the Transportation Supervisor. Designee #2 will assign runs in the absence of the Transportation Supervisor and Designee #1.

The assignment of all "Extra" runs shall be consistent with the need of the District and its pupils. The District administration retains final decision-making authority on this subject, and the right to assign, transfer or reschedule all runs in a manner conducive to the effective and efficient operation of its mission.

APPENDIX E

St. Lawrence-Lewis Counties School District Employees Medical Plan – Plan B, Rider 10

Effective 7/1/18 all unit members shall be moved to Plan B, Rider 10

The Prescription Drug Benefits:

Retail Pharmacy (30 day supply only):

The covered person pays: \$13 per generic prescription

The covered person pays: \$30 per preferred brand name prescription

The covered person pays: \$60 per non-preferred brand name prescription

Mail Order Pharmacy (90 day supply) (Maintenance Drugs Only):

The covered person pays: \$13 per generic prescription

The covered person pays: \$60 per preferred brand name prescription

The covered person pays: \$120 per non-preferred brand name prescription

- These co-payments are capped for the base twelve-month (12-month) period at the following annual limits: \$420 for an individual enrollment; \$840 for a two-person (2-person) enrollment; and, \$1,260 for a family enrollment.
- The designation of whether a prescription drug is preferred or non-preferred will be made by the Plan's Prescription Benefit Manager (currently ProAct). This listing will be distributed at least once each Plan Year. Changes to the designation will only be made four (4) times each Plan Year by the Prescription Benefit Manager, and will not be subject to the direction of the Plan Administration, Board of Directors, or Consultant. Should the Plan's Prescription Benefit Manager be changed in the future, any new formulary will reflect tier designations that are equivalent or more favorable as an entire list to the employees, and all conditions of this clause will be binding.
- The prescription drug co-payments and caps will be indexed and subject to change in the following manner: prescription drug co-payments and annual co-payment limits will increase by ten percent (10%) rounded to whole dollar amounts (e.g., \$13/\$30/\$60 and \$420/\$840/ \$1,260, followed by \$14/\$33/\$66 and \$462/\$924/\$1,386) every time the annual cumulative per capita prescription drug costs of the Plan's covered persons increase by ten percent (10%) over the base period per capita costs (the first twelve months of the Plan).
- Prescription costs participants will be totaled at the end of each month for the immediately preceding twelve month period and divided by the number of persons; said per capita amount must be at least 10% higher than the base period amount for the initial increase in co-pays and caps to occur, then twenty percent (20%) higher than the base period amount for the second increase to occur, etc.

Medical Benefits:

- All \$15 co-payments referred to in the Benefit Summary Section will be changed to \$25 with the exception of the Hospital Outpatient and Ambulatory Surgery Center Co-Payments which will be changed to \$40.

- The co-payment for laboratory services will remain as a paid-in-full benefit provided the enrollee utilizes the preferred laboratory provider for the Plan. If a different provider is used for laboratory services, there will be a \$25 co-payment.
- All \$100 facility co-payments referred to in the Benefit Summary Section will be changed to \$200.
- The Plan's determination of UCR will now be equivalent to the StLL Plan's Fee Schedule for the North Country Physician's Organization.
- (All co-payments, benefit maximums, the calendar year maximum benefit, deductibles, and out-of-pocket maximums will be indexed and subject to change in the following manner: all the previously mentioned monetary designations will increase by ten percent (10%) (rounded to the closest dollar increment) every time the annual cumulative per capita medical costs of the Plan's covered persons increase by ten percent (10%) over the base period per capita costs (the first twelve-months (12-months) of the Plan).

