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Union: **Fallsburg School Related Personnel Association, New York State United Teachers (NYSUT), American Federation of Teachers (AFT), AFL-CIO**

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AGREEMENT



**FALLSBURG SCHOOL RELATED PERSONNEL
ASSOCIATION**

-and-

FALLSBURG CENTRAL SCHOOL DISTRICT



July 1, 2013 – June 30, 2018

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PREAMBLE

The Board of Education of Fallsburg Central School District, hereinafter called the "District", and the Fallsburg School Related Personnel Association, hereinafter called the "Association", recognize a common responsibility for the improvement of the quality of educational services provided to the students and the community.

Both parties recognize that they can best attain their common objectives and discharge common responsibilities through mutual consultation and making mutually acceptable decisions in matters of common concern.

NOW, THEREFORE, this Agreement is made and entered into as of the 1st day of July, 2013, by and between the District and the Association.

ARTICLE I: RECOGNITION – DURATION

A. The District recognizes the Association as the exclusive representative of all full-time and regular part-time clerical employees and aides, including school nurses and any teacher aides, LAN Technician, Management Information Systems Assistant Technician, Child Care Coordinator, and teaching assistants, and excluding the District Treasurer.

B. The term of this Agreement shall be for a period of five years commencing July 1, 2013 and expiring on June 30, 2018.

C. **Definitions**

1. "Clerical Employees" as used in this Agreement shall refer to those employees covered by this Agreement who hold clerical positions.

2. "Aides" as used in this Agreement shall refer to those employees covered by this Agreement who hold aide positions.

3. "Teaching Assistants" as used in this Agreement shall refer to those employees covered by this Agreement who are employed as certified teaching assistants.

4. "Employees" when used herein without a modifier shall refer to all bargaining unit employees.

5. "Superintendent" as used in this Agreement shall mean the District's Superintendent of Schools or his designee for any specific purpose.

ARTICLE II: PAYROLL DEDUCTIONS

A. The Board shall, subject to the provisions of the Taylor Law, deduct for agency fees. The Association shall notify the District upon 30 days' notice in writing of the method upon which the aforesaid deduction shall be made.

B. The Association affirms that it has adopted such procedures for refund of agency fee deductions as required in Section 2, Chapter 677 of the Laws of 1977 of the State of New York and any amendments thereto. This provision for agency fee deductions shall continue in effect so long as the Association maintains such procedure. The Association assumes full responsibility for the disposal of such funds so deducted once they have been forwarded to it by the District.

C. Subject to the provisions of Section 193 of the New York State Labor Law and regulations issued thereunder, the District will honor individual written authorizations, on a District form, for deductions for payments for insurance premiums, pension or health and welfare benefits, contributions to charitable organizations, payments for United States bonds, annuities, credit unions and Vote-Cope and similar payments for the benefit of the employee.

D. Deductions may be made for the benefits elected by employees under the Section 125 Internal Revenue Code Plan offered by the District.

ARTICLE III: ASSOCIATION LEAVE

A. Only the President of the Association, or a person designated to act in the President's absence, shall be allowed release time, without loss of pay or leave credits, for the following activities: to attend grievance arbitration hearings; to attend PERB conferences and hearings.

B. Notice for the use of release time shall be made to the Superintendent of Schools no less than five (5) work days in advance to permit the proper scheduling. Should unforeseen circumstances arise, this notice shall be waived by the Superintendent of Schools.

C. The Association shall be permitted up to eight (8) days per year for the purpose of attending meeting or workshops, as designated by the Association President. Such leave shall be without loss of pay or leave credits.

D. The President of the Association shall document the nature of the leave and give the Superintendent a two week notice prior to any employee taking such leave. The District shall not be responsible for any expenses in connection with such activities.

ARTICLE IV: WORK SCHEDULES

A. Employees employed year-round shall be referred to in this Agreement as "twelve-month" employees. "Ten-month" employees are those employed only from the first day through the last day of the school calendar. "Ten-month" employees may be required to work additional days in June after the closing of school. Any work performed on these additional days will be compensated at the unit member's hourly rate.

B. Clerical Employees/LAN Technician/Management Information Systems Assistant Technician.

1. The normal work week for these employees shall be Monday through Friday. The normal work day for these employees shall be 8:00 a.m. to 4:00 p.m. From July 1, the normal work day for these employees shall be 8:00 a.m. to 3:00 p.m., up to, but not including, the first (1st) day of the student and staff school year. The normal work day may be altered by the District for any clerical employee working in a school building by up to one hour in either direction: for example: change from an 8:00 a.m. start time to 7:00 a.m. and finish an hour earlier than stated in this Section 1; or change from an 8:00 a.m. start time to 9:00 a.m., and finish an hour later than stated in this Section 1.

2. Each of these employees shall be entitled to a thirty-minute lunch break and a fifteen-minute morning break. The District may require that such breaks be scheduled so that the office remains covered at all times.

C. Aides/Nurses/Assistants/Child Care Coordinator

1. The normal work week for aides, teaching assistants, school nurses and the Child Care Coordinator shall be Monday through Friday. The normal work day for elementary school aides and teaching assistants shall be 8:30 a.m. to 3:30 p.m. The normal work day for high school aides and teaching assistants shall be 8:00 a.m. to 3:00 p.m. The District has the flexibility to schedule aides and teaching assistants within 45 minutes prior to or later than times set forth in the contract. School nurses shall work a seven-hour day, to be scheduled by their immediate supervisors.

2. Each classroom aide and teaching assistant shall be entitled to a thirty-minute lunch break and a break at another time during the work day, to be scheduled on an individual basis in consultation with the teacher or teachers to whom the aide or assistant is assigned, such break to be fifteen minutes for classroom aides

and thirty minutes for teaching assistants. School nurses and all other aides shall be entitled to a thirty-minute lunch break and a fifteen-minute break at another time during the work day, to be scheduled on an individual basis by their immediate supervisor.

3. The work day for the Child Care Coordinator shall be 6 ½ hours split to accommodate before and after school child care.

D. When school is closed due to inclement weather, employees will not be required to report for work. On days of delayed opening, clerical employees, LAN technicians and Management Information Systems Assistant Technicians will report to work two hours after their normal reporting time, and all other employees will report to work at the same time as teachers. When schools are closed early, clerical employees will remain on the job until authorized to leave by a supervisor or until the last supervisor leaves the work location and all other employees will leave at the same time as the teachers.

ARTICLE V: VACANCIES AND PROMOTIONS

A. All vacancies in the bargaining unit shall be posted in every school building, clearly setting forth a description of and the qualifications for the position and salary range.

B. Employees who desire to apply for such vacancies shall submit their applications in writing to the Superintendent, with a copy to the appropriate building administrator.

C. All appointments to the aforesaid vacancies shall be based on qualifications and experience and, where required by law, upon satisfactorily passing a Civil Service Examination for said position.

ARTICLE VI: DISCIPLINE

For those employees hired after September 1, 2003, in lieu of Section 75 of the Civil Service Law, competitive class employees who complete their probationary period and all other non-competitive class employees who complete two full years of regular service shall have the right to a just cause disciplinary arbitration in cases of discipline, including discharge. Just cause grievance arbitrators shall be selected by the District and Association on a case by case basis from the following panel, or as the parties otherwise agree:

1. Jeffrey Selchick
2. John Donahue
3. Dennis Campagna

This provision shall not apply to teaching assistants.

ARTICLE VII: EVALUATION

The primary objective of the District's evaluation program is for the improvement of performance. To meet this objective, employees shall be entitled to uniform, fair and objective evaluations.

ARTICLE VIII: PERSONNEL FILES

A. No material derogatory to an employee's conduct, service, character, or personality shall be placed in his personnel file unless the employee has had an opportunity to read such material and received a copy thereof. All employees shall be notified in writing when items are placed into their personnel file. The employee shall acknowledge he has read such material by affixing his signature on the copy to be filed, with the understanding that such signature merely signifies that he has read the material to be filed and does not necessarily indicate agreement with its contents.

B. The employee shall have the right to answer any material placed in his personnel file, within ten (10) work days from the time the employee was initially notified by the District that materials had been placed into the personnel file. Such answer shall also be

initialed by the Superintendent or the employee's immediate supervisor. The Superintendent's and/or immediate supervisor's initials shall not indicate agreement with the employee's answer.

C. Upon appropriate request, and, at his option, together with his representative, an employee may examine his personnel file and, at his own expense, make photocopies of any material contained therein.

D. The evaluation is attached as Appendix D.

ARTICLE IX: USE OF PRIVATELY OWNED VEHICLES

Upon request in such form as the District may require, employees authorized by their supervisor to use a privately owned vehicle for District business will be reimbursed for mileage at then-current reimbursement rate approved by the Internal Revenue Service.

ARTICLE X: OVERTIME

A. Overtime work shall be voluntary. There shall be no discrimination against any employee for declining to work overtime.

B. Employees shall be compensated at the rate of time and a half per hour for overtime.

C. Any employee called in for an emergency shall receive a minimum of four hours for overtime.

D. Anyone asked to work over a holiday or school closing shall receive overtime pay at time and one-half or compensatory time off (a day for a day), at the discretion of the employee.

ARTICLE XI: HOLIDAYS

Employees shall not be required to work on any day designated a holiday on the School Calendar (other than Summer recess), on Labor Day, or on the July 4th holiday. If an employee works on any holiday, he shall be paid double time for all hours worked on that day.

ARTICLE XII: LEAVE BENEFITS

A. SICK LEAVE:

1. Twelve-month employees shall be credited with eighteen days per year as sick leave, and ten-month employees shall be credited with fifteen days per year as sick leave. "Sick leave" may be used only for personal illness or the illness of a child, parent or spouse. Routine local health and dental examinations of an employee which can be scheduled in advance shall not be deemed personal illness. Sick leave may be extended at the discretion of the Superintendent for a prolonged illness, but without pay. Sick leave shall accumulate up to 210 days.

2. The Superintendent may require a medical certificate for any sick leave taken of more than three consecutive days.

3. Employees who retire from the District shall be entitled to a payment equal to the number of accumulated sick leave days the employee has to his or her credit at the time of retirement, multiplied by thirty dollars (\$30), up to the maximum number of days that may be accumulated.

4. Members of this bargaining unit may elect (collectively) to become a participant in the sick leave bank set forth in the bargaining agreement between the District and the Fallsburg Teachers' Association.

B. PERSONAL LEAVE

1. Twelve-month employees are entitled to three personal leave days per year, and ten-month employees are entitled to two personal leave days per year. Personal leave shall be non-cumulative. Unused personal days shall be added to the employee's accumulated sick leave, subject to the maximum sick leave that may be accumulated.

2. Personal leave may be taken only for personal business that cannot be transacted except during the employee's working day. Such leave shall be granted provided the employee notifies the Superintendent of Schools in writing three days in advance, or as soon as the employee knows of the need for such leave. Personal days may not be taken on the last work day before a vacation or holiday or on the first work day following a vacation or holiday, except in emergency situations as approved by the Superintendent.

C. BEREAVEMENT LEAVE

In the event of a death in the employee's immediate family, on each occurrence, he shall be afforded two days' leave, which shall be non-cumulative. This leave for death in the immediate family may be extended an additional three days, but in the event any additional leave is taken, it shall be deducted from unused sick leave accrued pursuant to Paragraph "a" above. The term "immediate family" shall include father, mother, brother, sister, husband, wife, child, father-in-law, mother-in-law, brother-in-law, sister-in-law, domestic partner, grandparent, grandchild and other dependents.

In the event of the death of a unit member's aunt, uncle, niece or nephew, the unit member shall be afforded one day of bereavement leave on the day of the funeral, plus reasonable travel time approved by the Superintendent.

D. WORKERS' COMPENSATION

1. Whenever an employee shall be absent as a result of injury or disability arising out of and in the course of duty for which the employee is entitled to a salary payment under

the Workers' Compensation Insurance, the employee shall be paid his/her regular salary so long as the employee has unused sick leave days. At the employee's option, the District shall be entitled to receive Workers' Compensation advance salary reimbursement payments whereupon sick leave days shall be reinstated on a pro-rated basis by using the relationship between the value of the per diem reimbursement and the cost of a day's sick leave. Following the exhaustion of personal sick leave days, the union member shall be entitled to receive directly from Workers' Compensation any salary payments due him/her unless he/she receives payment from the sick bank. In such case, the District shall receive the Workers' Compensation advanced salary reimbursement and the sick leave days shall be restored to the sick bank in the same proportion described above.

2. In situations where the employee is not absent for a sufficient time to qualify for Workers' Compensation salary payment, he/she shall receive their regular salary without a deduction in sick leave.

E. SUBPOENA LEAVE

Absence from duties necessitated by subpoena of any court or any official body having power to legally compel attendance shall not be charged to any form of leave, and salary shall be paid in full, less fees, if any, so long as the subpoena relates to the employee's official school duties.

ARTICLE XIII: TEMPORARY LEAVES OF ABSENCE

A. An employee may request a leave of absence, without pay, for a period of up to one year. Requests for such leave shall be made to the Superintendent and the employee must document the nature of the leave. Such requests shall be made on the standard request for leave form provided by the District.

B. The approval or denial of a leave of absence shall be the prerogative of the Superintendent; however, such request shall not be unreasonably denied.

C. At the end of the approved leave of absence, the Superintendent shall attempt, insofar as possible, to assign the employee to the employee's original position, if available, or, if not, to a similar position.

ARTICLE XIV: JURY DUTY

Any employee required to serve on a jury shall be paid for each day of jury duty; provided, however, that he shall: (1) notify the Superintendent's secretary within 48 hours of receiving notice to serve (exclusive of Saturdays, Sundays, and holidays) and submit, if requested by the District, a written request to the appropriate clerk of the court to be excused from jury duty until such other time as the District may request; (2) consult the appropriate clerk of the court each night preceding each day of scheduled duty to determine if attendance is required and, if not required, promptly advise his immediate supervisor and report to work on such day; (3) report to work if dismissed prior to 12 o'clock noon on any day on which he was required to serve; and (4) remit to the District all statutory payments (excluding mileage) received for jury service.

ARTICLE XV: CHILD CARE LEAVE

Employees shall receive up to one year of child care leave without pay or increment, subject to the following conditions:

A. An employee requesting child care leave shall make such request in writing to the Superintendent as far in advance as practical, but in no event less than three months prior to the expected birth of the child or three months prior to the expected date of adoption. The request shall state the amount of leave requested and the date that the leave shall begin. The time limit set forth above may be waived by the Superintendent in unusual circumstances in which proper notice was impractical. The request shall state the amount of leave requested and the date leave shall begin. Once child care leave is granted the applicant is required to take the leave for the minimum period requested in the application and granted by the District. Upon application by the employee and at the discretion of the Superintendent, this leave may be extended for up to an additional six

months.

B. An employee who is granted child care leave shall notify the Superintendent in writing two months prior to the termination of said leave of his intention to either resume his duties in the school system or discontinue them.

C. Upon the employee's return to work, the Superintendent shall attempt, insofar as possible, to assign the employee to his original or a similar position.

D. Employees on unpaid leave for any reason may continue their participation in the health insurance program upon payment of 100% of the District's cost of continuing such participation.

E. Leave taken hereunder shall not be counted as service to the District for any purpose.

F. If the employee requests termination of the leave before the commencement of the leave, or pregnancy is terminated before the start of the leave, and the District has not hired a substitute or otherwise became legally obligated to a substitute, the employee may withdraw the request for leave and continue employment.

ARTICLE XVI: GRIEVANCE PROCEDURE AND ADVISORY ARBITRATION

The parties declare it is to be their objective to encourage fair and prompt resolution of complaints as they arise and to provide for orderly procedures for satisfactory adjustment.

A. (1) "Immediate Supervisor" shall mean that Administrator for whom the employee works primarily and to whom the employee reports.

(2) "Representative" shall mean the person designated by the aggrieved employee as his counsel or to act on his behalf.

(3) "Grievance" shall mean any claimed violation, misinterpretation, or inequitable application of any provision of this contract.

B. All grievances shall be processed in the following three stages:

Step I -- Initial Stage

If the grievance is not resolved informally, the aggrieved may submit the grievance to his immediate supervisor in writing on the District Grievance Form (Appendix B) within the time specified in paragraph E below, together with all supporting evidence.

The immediate supervisor shall confer with the grievant within three working days of receipt of the written grievance and the supporting evidence. He/she shall note his/her decision on the grievance form and return the form to the grievant within six working days of the conference. If the superintendent is the grievants' immediate supervisor, the grievance shall be processed initially at Step II by passing /bypassing the requirement of being processed at Step I.

Step II – Superintendent Stage

If the grievance is not resolved at Step I, the aggrieved may appeal to the Superintendent by submitting the written grievance to the Superintendent together with supporting evidence within ten working days of receipt of the Step I decision (or, where the Superintendent is the aggrieved's immediate supervisor, within the time set forth in paragraph E below). The Superintendent will meet with the grievant within ten working days of receipt of the written grievance and the supporting evidence. Upon request by the grievant and to the extent it shall be feasible in the circumstances, the Superintendent shall meet with the grievant's witnesses, if any. The Superintendent shall note his decision on the grievance form and return the form to the grievant within ten working days after the conference.

Step III-- Review Stage

(1) If the grievance is not resolved at Step II, either party (the District or the Association only) may refer the dispute to advisory arbitration within ten working days after the Step II decision, by providing written notice thereof to the other party (the Superintendent

or the President of the Association). Thereafter, the parties shall attempt to mutually agree on the appointment of an arbitrator and, if they cannot so agree, either party may request the American Arbitration Association (hereinafter, the "AAA") to appoint an arbitrator pursuant to its Rules. It is specifically agreed that no individual Association member has the right to process a matter to this Review Stage.

(2) Within thirty days of completion of the hearings, the Arbitrator shall submit his advisory report to both parties (District and Association). This report shall be advisory to the District and the Association. Either party (District or Association) may reject an advisory arbitration report only after giving serious consideration to it. The cost of the arbitration shall be borne equally by the parties (District and Association).

C. In the event an individual grieves under Stage I and II hereof, the Association shall have the right to be present and to express its views on the grievance. In the event the Association initiates a grievance, it shall have the right to initiate such grievance at Step II provided it submits the written grievance form.

D. Conferences and hearings held hereunder shall be held during non-working hours and conducted at a time and place which will afford a fair and reasonable opportunity for all persons entitled to be present to attend. If, in the judgment of the Superintendent, conferences or hearings must be held during working hours, employees who participate shall be excused from their assignments to do so without loss of pay.

E. A grievance shall be asserted at the first step within thirty school days from the occurrence of the act complained of or thirty days from the first day on which the act is implemented or discovered, whichever is later. Failure to assert a grievance at the first step within said thirty days shall be deemed abandonment of the grievance. Failure at any step of the procedure to appeal a grievance to the next step within the specified time limits shall be deemed acceptance of the decision rendered at that step. Failure at the first three steps in the procedure to communicate the decision on a grievance within the specified time limits shall permit the aggrieved to proceed to the next step. The parties (District or Association) may, by mutual written agreement, reduce or extend the specified time limits.

F. The grievant shall have the right to be represented by the Association at Steps I and II of the grievance procedure.

G. No interference, coercion, restraint, discrimination, or reprisal of any kind will be taken by the District or the Association against the grievant or any of his representatives or any other participants in the grievance procedure by reason of such grievance or participation therein.

ARTICLE XVII: VACATION

A. Twelve-month employees will receive ten days a year as vacation time accrued pro-rata on a monthly basis.

B. If a holiday occurs during an employee's vacation period, the employee's vacation shall be extended one additional day.

C. Twelve-month employees may take vacation at any time with the permission of the employee's immediate supervisor, except that vacations during July and August must be requested prior to June 1.

D. Vacations shall be granted on a seniority basis. Each employee shall submit his request for vacation time to his immediate supervisor at least two weeks prior to the beginning of said vacation.

E. An employee shall be permitted to carry over five (5) from year to year to a maximum accrual of ten (10) days (total), in addition to the ten (10) days earned for the current year.

ARTICLE XVIII: RETIREMENT

A. All employees must be members of the New York State Employees Retirement System, except that teaching assistants may participate in the New York State Teachers' Retirement Plan.

B. The retirement plan for employees who belong to the New York State Employees Retirement System shall be the New Career Retirement Plan, known as "Section 75-I."

C. One Thousand Dollars (\$1,000) shall be added to the compensation of any employee with ten (10) years consecutive service to the District who retires and gives notice prior to May 31 of the school year. This amount is not available to supplement any similar amount included in a District-offered retirement incentive package (if any).

ARTICLE XIX: COMPENSATION

A. All employees shall be compensated according to the attached salary schedules.

B. Employees will receive a longevity increment beginning with the payroll period after achieving the requisite anniversary date and paid on an annual pro-rated basis all according to the following schedule:

<u>Upon the completion of:</u>	<u>2013-14</u>	<u>2014-15</u>	<u>2015-16</u>	<u>2016-17</u>	<u>2017-18</u>
10 years of service	1950	2050	2250	2450	2650
15 years of service	3900	4100	4500	4900	5300
20 years of service	5000	5200	5600	6000	6400
25 years of service	6000	6100	6300	6500	6700

C. Employees who are appointed to extracurricular and/or supplemental assignments shall be entitled to additional compensation equal to the compensation provided for such assignments in Schedule B(1) of the Teachers' contract.

ARTICLE XX: HEALTH INSURANCE

A. All full time employees shall be covered by the Dutchess-Educational Health Insurance Consortium Alternate PPO Plan until June 30, 2015. **Effective July 1, 2013-June 30, 2014**, the District shall pay 90.0% of the individual or family health insurance premium under the Dutchess-Educational Health Insurance Alternate PPO Plan or any District sponsored HMO with employees contributing 10% toward the cost of the plans.

Effective July 1, 2014-June 30, 2015, the District shall pay 90.0% of the individual or family health insurance premium under the Dutchess-Educational Health Insurance Alternate PPO Plan or any District sponsored HMO with employees contributing 10% toward the cost of the plans.

Effective 7/1/2015

Current SRP members hired BEFORE 6/30/2015	Health Ins. Contribution	New members hired AFTER 7/1/2015	Health Ins. Contribution
2015-2016 School Year (select one)		2015-2016 School Year	
Alt PPO	12.50%	EPO	12.50%
EPO	8%		
2016-2017 School Year (select one)		2016-2017 School Year	
Alt PPO	14.00%	EPO	14.00%
EPO	9%		
2017-2018 School Year (select one)		2017-2018 School Year	
Alt PPO	15.00%	EPO	15.00%
EPO	10%		

Effective July 1, 2015, the following shall go into full force and effect:

Eligible Bargaining Unit Members hired **on or before June 30, 2015** shall have the following choice in terms of health plan participation for the 2015-2016 school year:

Alternate PPO Plan or EPO Select 20

An employee eligible for and selecting the Alternate PPO Plan shall contribute 12.5%

toward the cost of the plan, with the District contributing 87.5% of the individual or family health insurance premium.

An employee eligible for and selecting the EPO Select 20 Plan shall contribute 8.0% toward the cost of the plan, with the District contributing 92.0% of the individual or family health insurance premium.

Eligible Bargaining Unit Members hired **on or after July 1, 2015**, shall have the ability to participate in the EPO Select 20 health insurance plan and shall contribute 12.5% toward the cost of the plan, with the District contributing 87.5% of the individual or family health insurance premium.

Effective July 1, 2016:

Eligible Bargaining Unit Members hired **on or before June 30, 2015** shall have the following choice in terms of health plan participation for the 2016-2017 school year:

Alternate PPO Plan or EPO Select 20

An employee eligible for and selecting the Alternate PPO Plan shall contribute 14.0% toward the cost of the plan, with the District contributing 86.0% of the individual or family health insurance premium.

An employee eligible for and selecting the EPO Select 20 Plan shall contribute 9.0% toward the cost of the plan, with the District contributing 91.0% of the individual or family health insurance premium.

Eligible Bargaining Unit Members hired **on or after July 1, 2015**, shall have the ability to participate in the EPO Select 20 health insurance plan and shall contribute 14.0% toward the cost of the plan, with the District contributing 86.0% of the individual or family health insurance premium.

Effective July 1, 2017:

Eligible Bargaining Unit Members hired **on or before June 30, 2015** shall have the following choice in terms of health plan participation for the 2017-2018 school year:

Alternate PPO Plan or EPO Select 20

An employee eligible for and selecting the Alternate PPO Plan shall contribute 15.0% toward the cost of the plan, with the District contributing 85.0% of the individual or family health insurance premium.

An employee eligible for and selecting the EPO Select 20 Plan shall contribute 10% toward the cost of the plan, with the District contributing 90.0% of the individual or family health insurance premium.

Eligible Bargaining Unit Members hired **on or after July 1, 2015**, shall have the ability to participate in the EPO Select 20 health insurance plan and shall contribute 15.0% toward the cost of the plan, with the District contributing 85.0% of the individual or family health insurance premium.”

Employees with twenty (20) years or more of service with the District shall be entitled to 100% medical insurance coverage paid by the District after retirement. Unit members with less than 10 years of service in the District at the time of their retirement shall not be entitled to any health insurance coverage from the District.

Unit members with 10 years of service but less than 20 years of service at the time of their retirement shall contribute 50% of the total cost of individual coverage and 65% of the total cost of dependent coverage after retirement.

The District will reimburse retired SRP Unit Members for their cost of Medicare Part B deducted from their Social Security checks. As has been the procedure in past years, such reimbursement will be made annually in August for the fiscal year preceding the August reimbursement

B. The District shall make contributions on behalf of all employees to the Fallsburg Teachers Association Benefit Trust for school 2013-2014 through 2017-2018 in the same amounts provided for in the agreement between the District and the Fallsburg Teachers Association. Thereafter, the payments, if any, will be negotiated independent of the FTA agreement. This benefit does not sunset. The contributions for such years shall be as follows:

2013-2014	\$1,250.00
2014-2015	\$1,250.00
2015-2016	\$1,250.00
2016-2017	\$1,250.00
2017-2018	\$1,250.00

C. Employees may elect to decline, and require the District to buy out, their entitlement to medical coverage. Any employee who desires to exercise this option shall, more than thirty days prior to July 1 of the school year in which the opt-out is to become effective (i.e., before June 1 preceding the first day of the school year in which the opt-out is to become effective), (a) provide the Superintendent with written notice of such decision, and (b) submit written evidence of alternative health insurance coverage. Newly hired employees shall be entitled to opt out by providing such notice and evidence within thirty days of the date of their appointment.

In return for the employee's opting out, he shall be paid 50% of the cost of the insurance premium that the District would have had to pay for such coverage if the employee did not elect to have his coverage bought out. Newly hired employees shall receive a prorated buy-out payment.

The buy-out payment shall be equally distributed in the employee's pay check during the course of the fiscal year ending June 30 and shall be subject to normal deductions.

Re-entry to the District's medical coverage plan will be subject to: (a) the plan's rules and guidelines; (b) submission of proof that alternative insurance is no longer available; and (c) repayment of any buy-out money already paid by the District for the period for which re-entry is sought.

Employees must complete an election form for each year in which they elect a buy-out.

Unit member who are retiring and unit members who retired prior to the signing of this agreement may make an irrevocable, one-time election to receive a health insurance buyout in the same manner as active unit members. In order to be eligible for the buyout election, unit members must provide proof of alternative health insurance coverage.

D. Unit Members with 20 years of service in the Fallsburg School District, who are not eligible to receive retirement benefits, may have 100% of their health insurance premiums paid by the District for up to five (5) years prior to receiving Employees' Retirement System or Teachers' Retirement System benefits.

ARTICLE XXI: LAYOFF PROCEDURE

In the event of a layoff, bargaining unit members in the title of "Teacher Assistant" and "Child Care Coordinator" shall have the right to "bump" individuals in the title of "Teacher Aides" if the Assistant or Child Care Coordinator has more seniority than the Aide in the combined titles of Aide and Assistant/Child Care Coordinator. Anyone affected by such a layoff shall be placed on the appropriate preferred list(s) for their title before the layoff and shall remain on that list for a period of three years unless recalled from the list.

Appendix A
School Related Personnel Salary Schedule

Typists, Account Clerks

	2013-2014	2014-2015	2015-2016	2016-2017	2017-2018
1	30,403	30,603	30,803	31,003	31203
2	31,536	31,736	31,936	32,136	32336
3	32,669	32,869	33,069	33,269	33469
4	33,804	34,004	34,204	34,404	34604
5	34,934	35,134	35,334	35,534	35734
6	36,067	36,267	36,467	36,667	36867
7	38,512	39,012	39,512	40,012	40512

Account Clerk/Typist, Typist/Sec, MISAT, Account Clerk/Sec.

	2013-2014	2014-2015	2015-2016	2016-2017	2017-2018
1	33,236	33,436	33636	33836	34036
2	34,746	34,946	35146	35346	35546
3	36,257	36,457	36657	36857	37057
4	37,766	37,966	38166	38366	38566
5	39,278	39,478	39678	39878	40078
6	40,788	40,988	41188	41388	41588
7	43,746	44,246	44746	45246	45746

Sr. Typists, Sr. Account Clerks

	2013-2014	2014-2015	2015-2016	2016-2017	2017-2018
1	36,068	36,268	36468	36668	36868
2	37,766	37,966	38166	38366	38566
3	39,467	39,667	39867	40067	40267
4	41,166	41,366	41566	41766	41966
5	42,863	43,063	43263	43463	43663
6	44,563	44,763	44963	45163	45363
7	47,818	48,318	48818	49318	49818

Aides

	2013-2014	2014-2015	2015-2016	2016-2017	2017-2018
1	17,566	17,766	17966	18166	18366
2	18,227	18,427	18627	18827	19027
3	18,889	19,089	19289	19489	19689
4	19,550	19,750	19950	20150	20350
5	20,211	20,411	20611	20811	21011
6	20,870	21,070	21270	21470	21670
7	22,415	22,915	23415	23915	24415

Teaching Assistants, Child Care Coordinator

	2013-2014	2014-2015	2015-2016	2016-2017	2017-2018
1	21,937	22,137	22337	22537	22737
2	22,598	22,798	22998	23198	23398
3	23,260	23,460	23660	23860	24060
4	23,919	24,119	24319	24519	24719
5	24,580	24,780	24980	25180	25380
6	25,241	25,441	25641	25841	26041
7	26,905	27,405	27905	28405	28905

Nurses

	2013-2014	2014-2015	2015-2016	2016-2017	2017-2018
1	36,033	36,233	36433	36633	36833
2	37,429	37,629	37829	38029	38229
3	38,831	39,031	39231	39431	39631
4	40,227	40,427	40627	40827	41027
5	41,626	41,826	42026	42226	42426
6	43,024	43,224	43424	43624	43824
7	45,932	46,432	46932	47432	47932

Principal Account Clerk

	2013-2014	2014-2015	2015-2016	2016-2017	2017-2018
1	38,636	38,836	39036	39236	39436
2	40,558	40,758	40958	41158	41358
3	42,481	42,681	42881	43081	43281
4	44,402	44,602	44802	45002	45202
5	46,324	46,524	46724	46924	47124
6	48,247	48,447	48647	48847	49047
7	51,832	52,332	52832	53332	53832

LAN Tech

	2013-2014	2014-2015	2015-2016	2016-2017	2017-2018
1	49,690	49,890	50090	50290	50490
2	50,705	50,905	51105	51305	51505
3	52,705	52,905	53105	53305	53505
4	54,280	54,480	54680	54880	55080
5	55,902	56,102	56302	56502	56702
6	57,575	57,775	57975	58175	58375
7	61,209	61,709	62209	62709	63209

APPENDIX "B"
FALLBURG SRP GRIEVANCE FORM

GRIEVANCE:

GRIEVANT:

Fallsburg SRP Association

ARTICLES VIOLATED:

STATEMENT OF GRIEVANCES:

REMEDY:

Grievance Chairperson

SRP President

APPENDIX "C"
SUB CALLING STIPENDS

The stipend for sub calling shall be as follows:

2013-2014	\$ 2,587.00
2014-2015	\$ 2,587.00
2015-2016	\$ 2,587.00
2016-2017	\$ 2,587.00
2017-2018	\$ 2,587.00

APPENDIX "D" EVALUATION FORM

PERFORMANCE REPORT CLERICAL STAFF, AIDES, TEACHER ASSISTANTS, NURSES, MONITORS, CAFETERIA AND CUSTODIAL EMPLOYEES

EVALUATION OF: _____ POSITION: _____
 ASSIGNMENT/SCHOOL: Select _____

EVALUATION BY: Select _____ TITLE: Select _____
 PERIOD COVERED: _____

O = OUTSTANDING, EXCEPTIONAL, ABOVE STANDARDS S = CONSISTENTLY MEETS STANDARDS RI = REQUIRES IMPROVEMENT U = CLEARLY DOES NOT MEET STANDARDS NA = NOT APPLICABLE					
	O	S	RI	U	NA
A. INTERPERSONAL RELATIONSHIPS					
1. Ability to relate to and work with children.	<input type="checkbox"/>				
2. Works effectively with staff.	<input type="checkbox"/>				
3. Treats parents and community members with respect.	<input type="checkbox"/>				
B. QUALITY					
4. Work performed meets standards of job.	<input type="checkbox"/>				
5. Work free from error.	<input type="checkbox"/>				
C. QUANTITY					
6. Completes work in allotted time.	<input type="checkbox"/>				
D. WORK HABITS AND ATTITUDES					
7. Knows the work and organizes it.	<input type="checkbox"/>				
8. Uses good judgment.	<input type="checkbox"/>				
9. Learns & applies new ideas, procedures, and techniques.	<input type="checkbox"/>				
10. Shows interest in work performed.	<input type="checkbox"/>				
11. Abides by rules and regulations.	<input type="checkbox"/>				
12. Accepts job responsibilities.	<input type="checkbox"/>				
13. Accepts constructive criticism.	<input type="checkbox"/>				

O = OUTSTANDING, EXCEPTIONAL, ABOVE STANDARDS S = CONSISTENTLY MEETS STANDARDS RI = REQUIRES IMPROVEMENT U = CLEARLY DOES NOT MEET STANDARDS NA = NOT APPLICABLE	O	S	RI	U	NA
E. DEPENDABILITY					
14. Continues work in absence of close supervision.	<input type="checkbox"/>				
15. Complies with instructions, written.	<input type="checkbox"/>				
16. Complies with instructions, oral.	<input type="checkbox"/>				
F. ATTENDANCE					
17. Free from excessive absences.	<input type="checkbox"/>				
18. Punctual.	<input type="checkbox"/>				
G. SUPERVISORY SKILLS (IF APPLICABLE)					
19. Plans & directs work of others.	<input type="checkbox"/>				
20. Trains subordinates.	<input type="checkbox"/>				
21. Guides group to maximum effectiveness.	<input type="checkbox"/>				
COMMENTS:					

Signature of Evaluator

Date

I have reviewed this report and I have been given the opportunity to discuss it with the evaluator. My signature does not necessarily mean I agree with the report. (Employee may comment in the space below, or attach additional sheets.)

Signature of Employee

Date