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Title: **Rye City School District and Association of Rye Teachers Association, New York State United Teachers (NYSUT), American Federation of Teachers (AFT) (2013)**

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**AGREEMENT BETWEEN THE
BOARD OF EDUCATION
OF THE RYE CITY SCHOOL DISTRICT
AND
RYE TEACHERS ASSOCIATION
(SECRETARIAL/CLERICAL/SCHOOL NURSE AND
COMPUTER AIDE UNIT)**

JULY 1, 2013 THROUGH JUNE 30, 2018

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THIS AGREEMENT IS MADE EFFECTIVE THE 1st Day of July, 2013, by and between the Board of Education, City School District, Rye, New York (Rye Public Schools), hereafter called the "Board" and the Rye Teachers Association, hereafter called the "Association."

Whereas, the attainment of the objectives of the educational program in the schools operated by the Board requires mutual understanding, cooperation, and good faith on the part of the Board, the Superintendent and his administrative staff, and Association and all secretaries, other office clerical personnel, school nurses and computer aides employed by the Board:

Whereas, on and before April 21, 1967, the Association did duly represent all secretaries and other office clerical personnel employed by the Board for purposes of collective bargaining and grievance administration, and was so recognized by the Board:

Whereas, the Association and the Board did prior to April 21, 1967, agree upon a salary schedule and various other terms and conditions of employment for the academic year of 1967-68; and

Whereas, the Association did on or about 1968 duly reaffirm its right under the Taylor Act, Civil Service Law, Article XIV to continue to so represent all secretaries and other clerical personnel:

Whereas, the School Nurse petitioned the Association to represent them as an element of the Secretarial/Clerical Unit on or about March 26, 1985 and was accepted:

Whereas, on November 16, 2000, The State of New York, Public Employment Relations Board added the title of Computer Aide to the Secretary/Clerical and School Nurse Unit represented by the Association.

Whereas, terms and conditions of employment set forth in the now expired collective bargaining agreement would be automatically continued into the successor collective bargaining agreement, except as amended.

IT IS HEREBY AGREED AS FOLLOWS:

ARTICLE I

RECOGNITION

- A. The Board recognizes the Association as the exclusive representative of all secretaries, other office clerical personnel, school nurses and computer aides, employed by it for the purpose of bargaining collectively in the determination of, and administration of grievances arising under the terms and conditions of employment of such employees and for the purpose of entering into a written contract (hereafter the "Agreement") with the Association in determining such terms and conditions of employment: provided, however, that such exclusive recognition shall not preclude an employee from presenting grievances to the Board or its representative and to have such grievance adjusted without intervention of the Association, as long as the adjustment is not inconsistent with the terms of the collective bargaining agreement then in effect; and, provided further, that the Association has been given the opportunity to be present at such adjustment.
- B. The term "all secretaries, other office clerical personnel, school nurses and computer aides" which describes the appropriate bargaining unit, is hereby more particularly defined to mean: All full-time and regular part-time secretaries, office clerical personnel, school nurses and computer aides, but excluding all personnel in supervisory or confidential capacities.
- C. The Association agrees that it does not and will not assert the right to strike against any government, to assist or participate in such a strike.

ARTICLE II

DUES DEDUCTION AND AGENCY FEE

- A. The Board agrees to deduct from the salaries of its employees governed by this contract, dues for the Association, the New York State United Teachers, and American Federation of Teachers. The Rye City School District shall deduct from the wage or salary of all employees in the bargaining unit defined by Article I, B, of this agreement, including those who are not members of the Rye Teachers Association, the amount equivalent to the dues levied by the Rye Teachers Association and shall transmit the sum so deducted to the Association, in accordance with section 208.3 (b) of Article 14 of the Civil Service Law, as amended. The Association affirms that it has adopted and will maintain such procedure for refund of agency fee deduction as required in section 208.3 (b) of Article 14 of the Civil Service Law, as amended.

The agency fee deduction shall be made following the same procedures as applicable for dues deduction provided for in Paragraph C of this Article. The Rye Teachers Association shall indemnify and hold harmless the Rye City School District from the claims of any employee made in connection with the implementation of this provision.

- B. The Association shall certify to the Board in writing the current rate of membership dues for each organization covered by this Article. The Association shall notify the Board thirty (30) days prior to the effective date of any change in the rate of membership dues.

- C. Deductions referred to in Paragraph A above, shall be made in twenty (20) equal installments beginning with the first pay period in October. Each year no later than two weeks prior to the first pay period in October, the Association shall provide the Board with an alphabetical listing of the Association members (by school) and new authorizations for any Association members wishing to change their dues deductions.
- D. The Board shall, following each pay period during which a dues deduction is made, transmit the amount of deducted dues to the Association. The Association shall forward a proper listing and the proper amounts to the organizations referred to in Paragraph A.
- E. Individuals hired to positions covered by the Collective Bargaining Agreement for a period of greater than eight (8) weeks shall become members of the bargaining unit and said dues shall be prorated.

ARTICLE III

SALARIES

- A. 2013-2014: Effective July 1, 2013, those unit members on top step (who did not receive a step increment) shall receive a one-time off schedule bonus of \$700.00. Only those unit members who completed a full year of service in the District shall be eligible for said salary bonus.

All other unit members shall be entitled to step increment. There shall be no salary increases made to the salary schedule.

2014-2015: Effective January 1, 2015, the salary schedule shall be increased by 1%. Step increment shall be granted to all eligible unit members effective July 1, 2014. Only those unit members who completed a full year of service in the District shall be eligible for said salary increase.

2015-2016: Effective July 1, 2015, the salary schedule shall be increased by 1.5%. Additionally, effective July 1, 2015, all unit members shall be frozen on their 2014-2015 step and no step increment shall be granted during the 2015-2016 school year.

2016-2017: Effective July 1, 2016, the salary schedule shall be increased by 1.5%. Additionally, effective July 1, 2016, all unit members shall remain frozen on their 2014-2015 step and no step increment shall be granted during the 2016-2017 school year.

2017-2018: Effective July 1, 2017, the salary schedule shall be increased by 0.75%. Additionally, effective July 1, 2017, unit members shall resume step movement.

For example and example only, if a unit member is on step 2 during the 2014-2015 school year, they shall remain at said step during the 2015-2016 and 2016-2017 school years (with any applicable salary schedule increases) and then he/she shall resume step movement to step 3 effective July 1, 2017.

- B. Step Movement (Increment): Effective July 1, 2015, any unit member hired on or after November 1st in a school year, shall not be eligible for step movement (increment) until the July 1st following the completion of a full year of service.

For example and example only, if a unit member is hired on March 1, 2016, he/she shall not be eligible for step movement until July 1, 2017.

All existing staff (those hired prior to June 30, 2015) shall receive increment on July 1, 2015 and July 1st of each school year thereafter, so long as an alternative date has not been agreed to by the parties during subsequent negotiations.”

- C. The salary schedule for School Nurses represents a salary for 35 hours/week and their work year and calendar is the same as the teachers, except for Professional Development Days. The salary schedule for computer aides represents a salary for 32.5 hours/week and their work year and calendar is the same as the teachers, except for Professional Development Days.
- D. Extra Pay for Extra Work: Effective July 1, 2015, when unit members work extracurricular activities as set forth in the Rye Teachers Association (RTA) collective bargaining agreement; they will be compensated at the Extra Pay for Extra Work rate as set forth in the RTA collective bargaining agreement.
- E. Employees shall receive in addition to their annual salary, after ten (10) and subsequent years of service (inclusive of prior non-consecutive service) as defined below as employees of this and predecessor school districts, the following amounts:

Effective July 1 of	10 years	15 years	20 years
2013-2014	\$1844.20	\$2,092.43	\$2,376.13
2014-2015	\$1844.20	\$2,092.43	\$2,376.13
2015-2016	\$1,900.00	\$2,092.43- Effective July 1, 2015, this column shall be closed to any new entrants*	\$2,500.00
2016-2017	\$1,900.00	\$2,092.43- Effective July 1, 2015, this column shall be closed to any new entrants*	\$2,500.00
2017-2018	\$1,900.00	\$2,092.43- Effective July 1, 2015, this column shall be closed to any new entrants*	\$2,500.00

those currently receiving the 15 year longevity amount shall continue until such time as she/he reaches the next longevity amount.

Effective July 1, 2015, all longevity shall be calculated from and paid on July 1st each year. For those unit members whose anniversary date falls on a date other than July 1, 2015 the following shall be applicable during the 2015-2016 school year:

- If the longevity milestone is reached prior to January 1, 2016, payment will commence on July 1, 2015 (for example and example only, if the longevity milestone is reached on December 1, 2015, longevity shall be thereafter calculated and paid from July 1, 2015).

- If the longevity milestone is reached after January 1, 2016, payment will commence on July 1, 2016 (for example and example only, if the longevity milestone is reached on February 1, 2016, payment will be thereafter calculated and commence from July 1, 2016).
 - Anyone hired after July 1, 2015, longevity shall commence on July 1st. For those members hired on or after January 1st in a school year, shall not be eligible for longevity calculation until the July 1st following the completion of one full school year. For example and example only, an employee hired on March 1, 2016 shall not be eligible for ten year longevity until July 1, 2026.
- F. Prior Experience: Credit for actual prior job-related experience may be given at the discretion of the Superintendent at the time of initial employment.
- G. If a person's job is reclassified to a higher category and if that person has passed the required exam, that person will be moved laterally on the salary schedule. Incumbent employees, upon promotion or transfer, shall be given credit for prior years service in the previous position. There shall be no pro-ration of salary step movement in determining prior years of service in the District for the determination of salary upon promotion or transfer. For example, a ten month typist at step four when promoted to senior typist twelve month position shall receive full credit for the four years prior service as a ten month employee so that said promoted employee shall be at the fourth step senior typist position, thereafter enjoy step movement after the completion of the fourth year.
- H. When new unit titles and unit clerical positions are created, salaries for these positions must be negotiated with Association representatives.
- I. Notice of vacancies in existing and new unit positions shall be sent to each unit member ten (10) working days before the date for submission of applications. Notice of vacancies shall be given via school e-mail to unit members. Unit members wishing to receive notice of vacancies while on vacation or leave must so notify the District Office with the member's designated mailing or home e-mail address. Qualifications, training and performance will be the factors considered for the filling of vacancies. If such factors are equal, the Superintendent shall give preference to present employees in the filling of vacancies.
- J. Employees shall receive compensation at the rate of \$50.00 dollars per credit for courses successfully completed at an accredited college or university. Job related technical courses shall be reimbursed at the rate of \$150.00 each and must be approved in advance by the Superintendent which approval shall not be unreasonably denied.
- K. An employee shall be compensated at his/her hourly rate of pay for successful completion of in-service courses offered by the District outside the normal workday. In-service courses must be approved in advance.
- L. Where an employee is assigned temporarily, i.e., for a minimum of two (2) weeks (10 consecutive working days) to perform the duties of a higher classification, she/he shall be compensated at the higher rate of pay retroactively.

- M. A non-SCSNCA member can be assigned to unit tasks on a temporary basis only. In such event, the Unit President must be informed of the reasons for the assignment, the task(s), number of hours per day and the expected duration.
- N. When a SCSNCA member is requested by the Administration to instruct District employees after the normal workday, the instructor shall be reimbursed at his/her hourly rate of pay.
- O. The duties of a school nurse shall be those outlined in the Civil Service description for that title dated 11/13/72.
- P. Clerical support shall be assigned to the nurse/health office when the student population exceeds 600 in a school.
- Q. Pay Periods: Unit members shall be paid twice per month, on or about the fifteenth (15th) and the thirtieth (30th) of each month, for a total of twenty (20) or twenty-four (24) checks.

ARTICLE IV

WORK DAY – WORK WEEK – WORK YEAR – SUMMER HOURS

Employees' work week shall be Monday through Friday. The work hours of the normal work day shall be consecutive.

The maximum work day is seven (7) hours with an hour for lunch with a maximum work week of 35 hours.

The payment of overtime shall be at time and one half in excess of the regular work day (7 hours) or work week (35 hours). Double time shall be paid for working on Sundays or legal holidays. An employee may take compensatory time off if agreed to between the employee and his/her supervisor. This is to be determined at the time the overtime is authorized.

The Work Year is as follows:

- 12 month employees - July 1 through June 30
- 11 month employees - September 1 through July 31
- 10 month employees - September 1 through June 30
- School Nurses - Work Year, Calendar -- Same as Teachers
- Computer Aides - Work Year, Calendar -- Same as Teachers

School Nurses' and Computer Aides' work year shall be the same as the Teachers' work year, except school nurses and computer aides shall not work on teacher professional development days.

For summer vacations and vacations during the school year, daily hours of employment shall be from 8:30 a.m. to 2:30 p.m. Summer vacation is defined as of the months of July and August only. During school year vacations, the District shall maintain staff (custodial staff) for security purposes and to lock the school buildings at the end of the workday.

A school nurse's normal work day is seven (7) hours on a regular school day plus one non-paid hour for lunch. Lunch periods are to be scheduled with the cooperation of all building principals so as to

always have two school nurses in the District on duty during the student lunch periods. Any school nurse on duty may be called to provide nursing service at a school other than the one to which he/she is assigned in an emergency or when the nurse is absent at another school and no substitute is available.

Based on student enrollment, the schedule of nursing coverage shall be 35 hours/week (7 hours + 1 hour/lunch/day). It is understood that the schedule of nursing coverage may vary each year based on the Board of Education's evaluation of the need.

Every reasonable effort shall be made to give school nurses notice of their next year's assignment no later than the closing day of school in June.

The computer aides shall work a 6 1/2-hour day plus a 1/2-hour lunch period.

Each employee may take two 10 minute work breaks per day, one in the morning and one in the afternoon, at times mutually agreed upon between the employee and his/her immediate supervisor.

ARTICLE V

EMPLOYEE BENEFITS

Welfare Fund

The current Dental Trust will be amended to allow for the provision of other benefits, which benefits may include, but shall not be limited to, life insurance, dental insurance, long-term disability insurance, prepaid legal services, excess medical insurance, and optical care, as such benefits are selected by a committee of the Board of Trustees composed of the teacher, clerical, custodial and administrator members of the Board of Trustees of this trust, to be known as the Rye City School Employees Welfare Fund. An additional teacher member for a total of four shall be added to the Board of Trustees. The Full Board of Trustees, and any duly constituted committee or sub-committee thereof, shall retain all other powers provided for by the trust instrument. The total amount contributed by the Board to the Welfare Fund for those active employees currently receiving benefits shall be in the same per capita/per annum amount that is paid on behalf of members of the Teachers Bargaining Unit. The amount so contributed is, among other things, in lieu of the provision of Group Life Insurance by the Board pursuant to Paragraph B of Article XVIII of the agreement between the Association and the Board dated July 1, 1981.

The Welfare Benefit Trust shall be provided (at no cost) to all full time employees defined as 0.6 FTE or more. Any half-time employee (defined as 0.5 FTE through 0.59 FTE) shall be eligible for the Welfare Benefit Trust at 50% of their prorated share (i.e. if an employee is working 0.59 FTE he/she is entitled to 59% of the welfare benefit and he/she must contribute the remaining 41% to participate) Any part-time employee (defined as less than 0.5 FTE) shall not be eligible for the Welfare Benefit Fund.

Absence for Personal Illness

The length of time a person may be absent for personal illness and continue to receive full pay shall be limited only by the decision of the Board of Education. This policy applies to all employees in the unit and is applicable to those employees working one half (1/2) time or more.

Absence for Family Illness

Secretarial, other office clerical personnel, school nurses and computer aides shall be allowed a maximum of three (3) days per year with full pay when necessary because of serious illness in the immediate family.

The "immediate family" is hereby defined for purposes of family illness to consist of mother, father, husband, wife, son, daughter, brother, sister, and all permanent members of the household.

This policy is applicable to those employees working half time or more.

Bereavement

Secretarial, other office clerical personnel, school nurses and computer aides shall be granted leave of absence with full pay as follows:

- A. Not more than five (5) days in succession for death of an immediate family member. An immediate family member is defined as husband, wife, domestic partner, son, daughter, mother, father, brother, sister, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandchild and all permanent members of the household.
- B. Not more than three (3) days for the death of a grandfather or grandmother.
- C. Not more than two (2) days for the death of an uncle, aunt, niece or nephew.
- D. When travel is involved in the leaves specified in subparagraphs A, B, and C above, the Superintendent may authorize an additional two days absence with full pay. Such authorization shall not be unreasonably denied.

This provision is applicable to those employees working one-half (1/2) time or more.

Absence for Legal Commitments

The Superintendent shall authorize absence with full pay when a person is subpoenaed or required to appear in a judicial or administrative proceeding, or is on jury duty. Except for jury duty, such paid leave shall not exceed two (2) days in any one school year.

This policy is applicable to those employees working half time or more.

Absence for Emergencies

The Superintendent may authorize secretarial, other office clerical personnel, school nurse and computer aide absence with full pay for weather conditions so extreme that the person is unable to get to school.

Late Openings – Early Dismissal

When the opening of school is delayed for students because of emergency conditions, the employee starting time shall be delayed the same amount of time.

In the event of early dismissal of school because of emergency conditions, all secretarial/clerical/school nurse/computer aide employees shall be dismissed at the discretion of the Superintendent in the Administrative office and the principals in the school buildings, and that dismissal shall be no later than one-half hour after the dismissal of all students from the building. Any employee required to work beyond said half-hour shall be compensated at the rate of time and one-half for actual time worked.

Absence for Miscellaneous Reasons

The Superintendent may authorize absence with full pay for reasons which in his/her judgment are beyond the control of the person and are justifiable.

Absences may be for reasons such as, but not limited to, the following when they apply to immediate family members:

1. Transactions involving legal instruments (deed, mortgages, property title, etc.)
2. Court orders
3. Graduations
4. Weddings
5. College orientation

Immediate family is hereby defined, for purposes of absence for other miscellaneous reasons, to consist of mother, father, husband, wife, son, daughter, brother, sister and all permanent members of the household.

Regardless of circumstances, the total of such absences may not exceed two (2) days in one year.

This is applicable to those employees working half time or more.

Vacations

Employees (except nurses and computer aides) hired BEFORE July 1, 1996

Twelve (12) month employees shall receive:

- a. Two (2) weeks initially
- b. Three (3) weeks after five (5) years

- c. Four (4) weeks after ten (10) years

Eleven (11) month employees shall receive:

- a. Two (2) weeks initially
- b. Three (3) weeks after five (5) years, 5 months
- c. Four (4) weeks after ten (10) years, 10 months

Ten (10) month employees shall receive:

- a. Two (2) weeks initially
- b. Three (3) weeks after six (6) years
- c. Four (4) weeks after twelve (12) years

Ten month employees must take all earned vacation during the school year vacations. Any remaining vacation days must be scheduled with the supervisor's approval.

All new hires (except nurses and computer aides) to the Unit, hired on or AFTER July 1, 1996, shall have vacations as follows:

Twelve (12) month employees shall receive:

- a) Two (2) weeks initially (Earned on a pro-rata basis during the first 12 months of full employment)
- b) Three (3) weeks after five (5) years
- c) Four (4) weeks after ten (10) years

Eleven (11) month employees shall receive:

- a) Two (2) weeks initially (Earned on a pro-rata basis during the first 11 months of full employment)
- b) Three (3) weeks after five (5) years

Ten (10) month employees shall receive:

- a) One (1) week initially (Earned on a pro-rata basis during the first 10 months of full employment)
- b) Two (2) weeks after five (5) years

Vacation allowance may be used at any time during school year with a limit of two (2) weeks at any given time, with approval of the Administration.

MONTHS	INITIALLY	AFTER 5 YEARS	AFTER 10 YEARS
12	2	3	4
11	2	3	
10	1	2	

Vacation for Transferring Employees

Vacation procedure for transferring employees hired on or after July 1, 1996:

- A. A twelve-month employee with four weeks of vacation who becomes an eleven-month employee will have three weeks of vacation.
- B. An eleven-month employee with three weeks of vacation, who becomes a twelve-month employee, will have four weeks of vacation after 10 years of service.
- C. A twelve-month employee with three weeks of vacation who becomes an eleven-month employee will have three weeks of vacation.
- D. A twelve-month employee with four weeks of vacation who becomes a ten-month employee will have two weeks of vacation.
- E. A ten-month employee with two weeks of vacation, who becomes a twelve-month employee, will have four weeks of vacation after 10 years of service.
- F. An eleven-month employee with three weeks of vacation who becomes a ten-month employee will have two weeks of vacation after five (5) years of service.
- G. A ten-month employee with two weeks of vacation, who becomes an eleven-month employee, will have three weeks of vacation after 5 years.
- H. An eleven-month employee with two weeks of vacation who becomes a ten-month employee will have one week of vacation.
- I. A ten-month employee with one week of vacation, who becomes an eleven-month employee, will have two weeks of vacation after one year of service.

Compensated Vacation Days:

All employees as of June 30, 1996:

- A. Effective June 30, 2000 employees shall be allowed to carry over no more than ten (10) earned and unused vacation days. All accumulated vacation days in excess of ten (10) days will expire effective June 30, 2000.

B. Upon retirement or separation of service, employees shall be paid for up to ten (10) earned and unused vacation days, at their rate of pay upon retirement or separation of service.

All Employees hired after July 1, 1996:

12 Month Employees:

- A. Employees shall be allowed to carry over no more than ten (10) earned vacation days.
- B. Upon retirement or separation of service employees shall be paid for up to ten (10) earned vacation days, at their rate of pay at separation.

10 and 11 Month Employees:

Employees shall not be allowed to carry earned but unused vacation days.

Holidays

- 1. Paid holidays will be granted to employees' (except nurses and computer aides) as follows:
 - a) All employees with 0-5 years in the Rye City School District will receive 18 paid holidays.
 - b) All employees with 6-10 years in the District will have 19 paid holidays.
 - c) All employees with 11 or more years in the District will have 20 paid holidays.

Any holiday beyond 18 shall be scheduled with the approval of the Principal and Supervisor. These holidays include the nine (9) special legal holidays as set forth in sub paragraph 2 below and other days throughout the school year as set forth in the school calendar.

- 2. For the purpose of this Section, legal holidays are defined as follows:

Independence Day	Christmas Day
Labor Day	New Year's Day
Columbus Day	Martin Luther King's Birthday
Veteran's Day	Memorial Day
Thanksgiving Day	

Any requested absence for reasons of religious observance that are not deemed a paid holiday shall be deducted from the unit employee's allotment of vacation days (*Article V*), personal days (*Article V*) or the two (2) additional holidays set forth in sub-paragraph (1) above at the election of the unit employee and in accordance with the respective procedures for requesting such days.

Unused Snow Day

Unused snow day provisions as stated on the District's calendar shall apply to secretarial, clerical staff, school nurses and computer aides. However, unused snow days may not be taken on the last day of school in June.

Leave of Absence

Secretarial, clerical staff, school nurses and computer aides, shall be entitled to a leave of absence, without pay, up to a maximum of one year. An employee shall notify the administration by September 24 of his/her intention to return to work in the Spring semester. An employee shall notify the administration by March 24 of his/her intention to return to work in the Fall semester.

Continuing employees who are on unpaid leave of absence from employment for more than five (5) full months (ten month employees), for more than five and one-half (5 ½) full months (eleven month employees) or more than six (6) full months (twelve month employees) during the course of a school year, will not be entitled to step movement for the following school year

Personal Leave

Secretarial, clerical staff, school nurses and computer aides, shall receive a maximum of two (2) personal leave days per year with full pay for which no explanation is necessary. As much prior notice as possible should be given via the absence reporting system. However, these days may not be utilized to extend long weekends or vacations, except in special circumstances approved by the Superintendent. Employees shall have the option to carry over one unused day to the next year.

As of July 1, 2015, a unit member shall be allowed a maximum of two (2) personal days per year with full pay for which no explanation is necessary. However, no personal days may be utilized to extend long weekends or vacation, except in special circumstances approved by the Superintendent. As much prior notice as possible shall be given via the absence reporting system. Personal leave shall not be charged against any other paid leave days in the contract. For unused personal days in a school year, unit members have an option: A unit member can choose to be paid \$100.00 for a maximum of one (1) unused personal day per year; or a unit member can choose to carry over one (1) unused personal day at the end of each school year for a maximum of three (3) days at the beginning of each year. If a unit member does not use any personal days in a school year, he/she may be paid \$100.00 for one (1) unused personal day and carry-over one (1) unused personal day for a maximum of three (3) days at the beginning of the next school year or he/she may be paid \$100.00 for two (2) unused personal days without carrying over any days into the next school year. The Association will use its best efforts to persuade unit members not to take personal days in June.

Child Care/Adoption Leave

Within 12 months after the birth or adoption of a child, the Board of Education shall grant an employee Child Care/Adoption Leave. The following conditions or exceptions shall apply:

1. An employee taking Child Care/Adoption Leave is guaranteed a minimum of four full semesters of leave, in addition to the remainder of the semester in which the employee commences leave under this provision. A shorter leave may be taken at the option of the employee.
2. After taking Child Care/Adoption Leave, an employee shall work for two full semesters before being eligible to take a leave of absence pursuant to this Article XI (L) – Leave of Absence of the Teacher Contract. The Board may, in its discretion, waive this provision in extraordinary circumstance.

3. A request for a Child Care/Adoption Leave must be given in writing to the Building Principal and the Superintendent of Schools at least ninety (90) days prior to the date the unit member intends to begin the leave. A unit member will only be entitled to return from a leave at the beginning of the semester (e.g.: beginning of September or end of January).
4. An employee shall notify the administration by September 24 of his or her intention to return to work in the spring semester. An employee shall notify the administration by March 24 of his or her intention to return to work in the fall semester.
5. The Board shall authorize sick leave in accordance with Article XI Leaves of Absence – Section “A” of the Teacher Contract for disability associated with a pregnancy. Such disability shall be similar to other incapacitating illnesses for which sick leave is granted.
6. An employee, upon returning from a disability leave and/or granted Child Care/Adoption Leave totaling 12 weeks or less, shall be entitled to the same or an equivalent position; and upon returning from a disability leave granted pursuant to Article XI, Section A, and or child care for adoption leave of more than 12 weeks shall be given preference for a similar assignment (including building) which was held prior to a leave.
7. No salary or fringe benefits shall be paid for the periods covered by a Child Care/Adoption Leave, nor shall experience be accrued or credited, except for the period during which the employee was declared disabled; however, if the period of disability was less than 12 weeks, the employee shall continue to receive group health for up to twelve weeks of Child Care/Adoption Leave minus the number of weeks of disability leave during the preceding 12 months. An employee on leave under this section for more than twelve weeks shall have the option of being covered in the group health at his or her expense.

Health Insurance

During the term of this contract the Board shall provide Health Insurance for both the Individual and Family Plan. In the event that an agreement for cooperative participation may be reached with one or more other school districts, funding of benefits may be jointly administered by said districts. The Board shall also have the authority to select the carriers, provided coverage will not be reduced. The Unit shall have representation on the Health Benefits Committee.

Active Employee Health Insurance

All full time employees (defined as 0.6 FTE or more) shall be eligible for either Individual or Family health insurance coverage at the premium contribution rate set forth below:

School Year	% Contribution
2012-2013	15%
2013-2014	15%
2014-2015	15%
2015-2016	15%
2016-2017	15%
2017-2018	15%

Any half-time employee (defined as 0.5 FTE through 0.59 FTE) shall be eligible for either Individual or Family health insurance coverage at 50% or their prorated share (i.e. if an employee is working 0.59 FTE he/she would contribute 41%) of the applicable annual premium rate.

Any part-time employee (defined as less than 0.5 FTE) shall not be eligible for health insurance coverage.

Any employee who elects in any year not to participate in the medical insurance plan will receive 75% of the individual medical insurance premium if the employee was eligible for individual coverage or 100% of the individual insurance premium if the employee was eligible for family coverage. Any employee who so elects shall advise the Superintendent by September 1 of the employee's intent not to participate during the ensuing year.

Effective July 1, 2012 and for the term of this Agreement, the aforementioned buyout amounts shall be:

\$5,543.73	For Individual coverage waiver
\$7,391.64	For family coverage waiver

Unit members commencing employment with the District on or after July 1, 2015, who elect in any year not to participate in the medical insurance plan will receive a buyout amount of \$1,000.00 for a waiver of individual coverage and \$2,500.00 for a waiver of family coverage. Any unit member who so elects not to participate during the ensuing year, shall declare such during the school year-end open enrollment period.

Retiree Health Insurance

Full-Time Retiree (0.6 FTE or above)

Hired before July 1, 2012: All full time employees (defined as working 0.6 FTE or more) who were hired before July 1, 2012 and who retire from the District directly into the New York State Employees Retirement System ("ERS") and who have served as full-time unit members in the District for at least five (5) years shall be eligible for health insurance coverage into retirement at the same premium contribution rate as active employees, until the retiree reaches age 65, when contributions shall cease. This shall also apply to those unit members who become half-time (defined as working 0.5 FTE through 0.59 FTE) due to the District involuntarily reducing his/her hours, so long as said unit member has worked as a full-time unit member in the District for at least five (5) years. Notwithstanding the foregoing, any unit member who was hired before July 1, 2012 and retires from the District after working a minimum of five (5) years, but has yet to vest with ERS due to age, may be eligible for health insurance into retirement so long as he/she retains District health insurance at 100% contribution rate (full cost to the employee) continuously until the date he/she can first vest with ERS. Upon vesting and retiring into ERS, said unit member shall be eligible for retiree health benefits at the same premium contribution rate as active employees, until the retiree reaches age 65, when contributions shall cease.

Hired on or after July 1, 2012: All full-time employees (defined as working 0.6 FTE or more) who were hired on or after July 1, 2012 and who retire from the District directly into ERS and who have served as full-time unit members in the District for at least ten (10) years shall be eligible for health insurance coverage into retirement at the same premium contribution rate as active employees until

the retiree reaches age 65, when contributions shall cease. Effective July 1, 2014, those unit members hired after July 1, 2014, upon reaching the age of 65, shall have their retiree health insurance percentage contribution frozen at the then current rate paid by the retiree.

This provision shall also apply to those unit members who become half-time (defined as working 0.5 FTE through 0.59 FTE) due to the District involuntarily reducing his/her hours, so long as said unit member has worked as a full-time unit member in the District for at least ten (10) years.

Half-Time Retiree (0.5 FTE through 0.59FTE)

Any new half-time unit member hired on or after July 1, 2012, who retires from the District directly into ERS and who has served as a half-time unit member in the District for at least ten (10) years shall be eligible for health insurance coverage into retirement at the same amount he/she paid as an active (i.e. 50% of the applicable annual premium rate for 0.5FTE) for the life of the individual.

Part-Time Retiree (Less than 0.5FTE)

Part-time employees (defined as less than 0.5FTE) shall not be eligible for health insurance coverage into retirement.

Cafeteria Plan

Section IRS 125 Cafeteria Plan will be available to all active unit employees.

Employee Assistance Program

There shall be available to all employees an Employee Assistance Program.

Negotiations

The members of the negotiating team of the Rye Clerical Unit shall be excused without loss of pay from their regular duties upon approval of the Superintendent for the purpose of attendance at meetings to negotiate an agreement between the parties hereto.

Brochure on Benefits

A brochure specifying all benefits shall be given to all employees. The Association will participate in the creation of such a brochure and the School District will bear the cost of the printing. Any changes and/or additions shall be initiated and distributed to all employees from the Central Office.

Through a cooperative effort of the school nurses, a District Practice and Procedures on Nursing Coverage and Duties will be developed. The school district will be responsible for the cost of printing and distributing this information.

ARTICLE VI

LAYOFF/RECALL

Layoffs shall be based upon the inverse order of seniority by job classification for non-competitive class employees in the bargaining unit. Both full time and part time employees shall be grouped together for the purposes of layoff and recall by job classification. In the event that two employees commenced work on the same day, the seniority tie-breaking protocol shall be based upon the date of the Board's appointment resolution and then by the order of appointment on a Board agenda.

Recall rights shall be based upon the seniority order of those employees who have been placed on each job classification recall list. Recall rights shall exist for a period of four years from the effective date of layoff.

The parties acknowledge that layoff and recall rights of competitive class bargaining unit members are governed by statute and the County personnel rules, under the auspices of the County Personnel Department. The layoff and recall rights of competitive class unit members are not subject to the grievance/arbitration provisions of this agreement.

ARTICLE VII

RESIGNATION AND RETIREMENT

There will be no downgrading of positions by reason of resignation or retirement.

ARTICLE VIII

REVIEW OF PERSONNEL FILES/EVALUATIONS

Every employee has the right upon request to review the contents of her/his personnel records. The employee may be accompanied by a fellow employee if she/he so desires. Any document to be placed in an employee's file, which has to do with the employee's performance or character, shall include the signature indicating her/his knowledge that said document is filed. Each employee has the right to include their written response to any document placed in their file.

An annual evaluation shall be put into effect for school year 2002-03. The school nurse form shall be put into the same format as the secretarial/clerkal employee form, processed with the administration and put into effect for school year 2002-03. A Computer Aide form will be developed and put into effect for school year 2002-03. Evaluation forms shall be approved by both parties.

ARTICLE IX

GRIEVANCE PROCEDURE

A. Declaration of Policy – In order to establish a more harmonious and cooperative relationship between employees, administrators, and members of the Board of Education which will enhance the educational program of the District, it is hereby declared to be the purpose of these procedures to provide a means for orderly settlement of differences, promptly and fairly, as they arise and to assure equitable and proper treatment of employees pursuant to established rules,

regulations, and policies of the district. The provisions of these procedures shall be liberally construed for the accomplishment of this purpose.

B. Definition

1. "Employee" shall mean a member of the secretarial, clerical, school nurse and computer aide unit of the Rye Teachers Association.
2. "Administration" shall mean any person responsible for or exercising any degree of supervision or authority over employees in the unit.
3. "Chief Administrator" shall mean the Superintendent.
4. "Representative" shall mean the person or persons designated by the aggrieved person to act in his/her behalf.
5. "Grievance" shall mean any claimed violation, misinterpretation, or inequitable application of the contract or any rules, regulations, or policies which relate to or involve the employee in the exercise of the duties assigned to him/her. A grievance must be filed within sixty (60) days of the time the grievant knew or should have known of the event or condition giving rise to the grievance.

C. Basic Principles

1. It is the intent of these procedures to provide for the orderly settlement of differences in a fair and equitable manner. The resolution of a grievance at the earliest possible stage is encouraged.
2. An employee shall have the right to present grievances in accordance with these procedures, free from coercion, interferences, restraint, discrimination, or reprisal.
3. An employee shall have the right to be represented at any stage of the procedures. An employee may not be represented by an employee organization other than the Association or by the agent or representative of any other employee organization. Further, the Association shall have the right to file grievances pursuant to these procedures.
4. Each party to a grievance shall have access at reasonable times to all written statements and records pertaining to such case.
5. All hearings shall be confidential to the extent permitted by law.
6. It shall be the responsibility of the Chief Administrator of the District to take such steps as may be necessary to give force and effect to these procedures. Each Administrator shall have the responsibility to consider promptly each grievance presented to him/her and make a determination within the authority delegated to him/her within the time specified in these procedures.
7. The function of these procedures is to assure equitable and proper treatment under the existing laws, rules, regulations, and policies which relate to or effect the employee in the

performance of his/her assignment. They are not designed to be used for changing such rules or establishing new ones.

D. Procedures

1. Informal Stage

The aggrieved employee shall orally present his/her grievance to his/her immediate supervisor who shall orally and informally discuss the grievance with the aggrieved employee. The immediate supervisor shall render his/her determination to the aggrieved employee within five (5) days after the grievance has been presented to him/her. If such grievance is not satisfactorily resolved at this stage, the aggrieved employee may proceed to the appropriate formal stage.

2. Intermediate Stage - Formal

- a) Within five (5) days after a determination has been made or is due at the informal stage, the aggrieved employee may make a written request to the responsible supervisor between his/her immediate supervisor and the Chief Administrator for further review and determination.
- b) The intermediate supervisor shall immediately notify the aggrieved employee, immediate supervisor, and any other administrators previously rendering a determination in the case to submit written statements to him/her within five (5) school days setting forth the specific nature of the grievance, the facts relating thereto, and the determination(s) previously rendered.
- c) The intermediate supervisor shall render his/her determination within five (5) school days after the written statements pursuant to (b) above, have been presented to him/her.
- d) If the grievance is not satisfactorily resolved at this stage, the aggrieved employee may proceed to the Formal Stage.

3. Formal Stage

- a) Within five (5) school days after a determination has been made or is due at the preceding stage, the aggrieved employee may make a written request to the Chief Administrator for review and determination.
- b) The Chief Administrator shall immediately notify the aggrieved employee, immediate supervisor, and any other administrator previously rendering a determination in the case to submit written statements to him/her within five (5) school days setting forth the specific nature of the grievance, the facts relating thereto and the determination(s) previously rendered.
- c) If such is requested in the written statement of either party pursuant to paragraph (b) above, the Chief Administrator shall notify all parties concerned in the case of the time and place when an informal hearing will be held where such parties may appear and present oral and written statements supplementing their position in the case. Such hearing shall be held

within five (5) school days of receipt of the written statements pursuant to paragraph (b) above.

- d) The Chief Administrator shall render his determination within five (5) school days after written statements, pursuant to paragraph (b) above, have been presented to him/her except when the Superintendent is out of town on official business. In such cases, the determination shall be made within three (3) school days after the Superintendent returns.
- e) If the grievance is not satisfactorily resolved at this stage, the aggrieved employee may proceed to the review stage.

4. **Review Stage**

The aggrieved employee may, after final determination by the Chief Administrator, make a written request to the Board for review and determination. All written statements and records of the case shall be submitted to the President of the Board. The Board may hold a hearing to obtain further information regarding the case. The Board shall render a final decision within thirty (30) school days after receiving the request for review.

5. **Binding Arbitration Stage**

Within ten (10) school days after a final determination is issued by the Board, the Association may request binding arbitration, but may do so only in those disputes that are limited solely to interpretation, application, or alleged violation of this Agreement. An arbitrator shall be selected by the Board and the Association under the rules of the American Arbitration Association. Costs shall be shared equally by the Board and the Association under the rules of the American Arbitration Association.

ARTICLE X

**DURATION AND NEGOTIATIONS
FOR SUCCEEDING CONTRACTS**

- A. This contract constitutes the complete agreement between the parties.
- B. Unless otherwise specified in this Article, this agreement shall become effective July 1, 2013, and shall remain in full force and effect to and including June 30, 2018.
- C. The Board and the Association shall enter into good faith negotiations for a successor agreement prior to February 1, preceding the year in which this agreement terminates. At this time there shall be a simultaneous exchange of proposals.
- D. Following the service of all proposals as aforesaid, the parties shall bargain in good faith in an attempt to resolve such differences as may exist between them with respect to those proposals.
- E. If such differences are not resolved by May 1, 2018, either party may declare in writing that an impasse exists and so inform PERB.

EXECUTED IN RYE, NEW YORK,

**BOARD OF EDUCATION
CITY SCHOOL DISTRICT
RYE, NEW YORK**

BY _____
Superintendent of Schools

BY _____
**President/Secretarial/Clerical/
School Nurse and Computer Aide Unit**

DATE _____