EMPLOYMENT AGREEMENT

BY AND BETWEEN

THE ONTEORA NON-TEACHING SUPERVISOR'S ASSOCIATION

AND

THE ONTEORA CENTRAL SCHOOL DISTRICT
BOARD OF EDUCATION

FOR THE PERIOD

JULY 1, 2016 TO JUNE 30, 2021

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ARTICLE I

Preamble

The Onteora Non-Teaching Supervisor's Association, referred to as Association for the remainder of this document, declares its common interest with the Onteora Central School District Board of Education in the desire to support the finest possible education for the children of the Onteora Central School District consistent with the aspirations of the community. It is the Association's purpose to accomplish this desire through the continuation of the cooperative relationship between the Board of Education and the Non-Teaching Supervisors of the Onteora Central School District.

ARTICLE II

Recognition

The District hereby recognizes the Association as the exclusive and sole bargaining representative for the titles of School Lunch Manager, Director of Facilities & Operations, Assistant Director of Facilities & Operations and Director of Transportation.

ARTICLE III

Rights of the Association

A. Before eliminating a position covered by this Agreement, the Superintendent shall first directly consult with the Association so that their views may be expressed.

B. In the event of an employee resigning a position with the District, the employee will give written notification 30 calendar days prior to the effective date of the resignation. If such notice is not given, the employee shall forfeit any unused time accumulations that would otherwise result in a monetary payment to the employee. This does not preclude the employer from choosing to accept less notice without penalty to the employee.

C. Upon reasonable prior notice and approval by the District, the Association may conduct meetings in District buildings at times which do not interfere with the instructional schedule and is subject to those Board regulations regarding the public use of buildings.

D. The District agrees to deduct from the salary of all members covered by this Agreement any initiation fees, dues or assessments, and VOTE/COPE contributions and agrees to remit same to SAANYS prior to the end of each month for which such deductions are made. Written authorization by the employee is to be furnished in the form approved by the Employer.

ARTICLE IV

Negotiations Procedures

A. No later than December 15th of the year the contract will expire, the parties will enter into good faith negotiations over a successor Agreement covering the following period.

ARTICLE V

Grievance Procedure

A. Definitions:

1. A grievance exists when an employee or group of employees of the Association claims that there has been a violation, misapplication or misinterpretation of an express provision of this Agreement. A grievance shall be submitted within thirty (30) calendar days of when the grievant knew or should have known of the events leading up to the alleged violation. If a grievance is not submitted to arbitration then it will be deemed to have been waived, considered to be null and void and shall not be further processed.

2. An aggrieved person is the person or persons making the claim or the Association on behalf of itself or a member.

B. Purpose:

1. The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to the problems which may arise affecting the welfare or working conditions of the association members. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

2. Nothing herein contained will be construed as limiting the right of any aggrieved person having a grievance to discuss the matter informally with any appropriate member of the administration, and having the grievance adjusted without intervention of the Association, provided the adjustment is not inconsistent with the terms of the Agreement.

C. Procedure:

Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as the maximum and every effort should be made to expedite the process. The time limits specified may be extended by mutual agreement. "School days" shall be defined as days in which students are present and shall not include recess days, holidays, snow or other closing days whether for emergency of otherwise.

1. Level One:

   The grievant and/or the Association shall submit the grievance in writing to their supervisor. The Supervisor shall meet with the grievant and/or Association within ten (10) school days of the request. The Supervisor shall communicate an oral decision within ten (10) school days of having orally heard the grievance.

2. Level Two:

   If the aggrieved and/or the Association is not satisfied with the oral disposition of his/her grievance at level one, or if no decision has been rendered within ten (10) school days after presentation of the grievance, the aggrieved may request a written decision on the grievance from the Superintendent of Schools who shall render a decision in writing within ten (10) school days of the request.

3. Level Three:

   If the aggrieved person is not satisfied with the disposition of his/her grievance at level two, or if no decision has been rendered at level two, then within ten (10) school days after the aggrieved received or would have received a written decision at level two, the aggrieved may file an appeal to the Board of Education within ten (10) school days after a decision by the Superintendent. At the next regular school board meeting after receiving the written grievance, the Board will meet with the aggrieved person or the aggrieved person's representative for the purpose of resolving the grievance. The Board has the option to consider the grievance based upon paper submission(s) in lieu of a meeting.

D. Miscellaneous:
   If, in the judgment of the Association, a grievance affects any group within the Association membership, the Association may submit such grievance in writing to the Superintendent of Schools directly and process such grievance through levels III.

ARTICLE VI

Association Staff Communications

The Association reserves the right to appoint a representative on any committee when other school employee associations are permitted to appoint.

ARTICLE VII

Professional Improvement

A. The parties support the principles of professional growth of Association members through participation by Association members in professional organizations in the areas of their

specialization. If absence from school during school hours is required, approval of the Superintendent or her designee must first be obtained.

B. Acceptance or rejection of such conferences or meeting requests shall be solely within the province of the Superintendent and her designee.

C. The District will provide up to $1,000.00 annually for each association member for training, seminars, and/or workshops that are taken collaboratively and encourage member interdependency.

ARTICLE VIII

Work Day – Week – Year

A. Each member is a twelve month salaried employee and is required to work the full calendar year and shall receive all holidays which apply to teaching and non-teaching employees. Members may be required to report to work when school is closed due to inclement weather as directed by the Superintendent. The standard work day for unit members solely for the purpose of accumulating service credit in the Employees Retirement System shall be eight hours. However, as the titles covered by this Agreement are exempt for the purposes of overtime, overtime shall not be paid for any hours worked in excess of forty hours in a work week, unless explicitly provided for in this Agreement.

B. On July 1st each year, members shall receive:

1. 15 days vacation pro-rated in the first year and up to five years.
2. 20 days vacation on July 1 of their sixth year and up to ten years.
3. 25 days vacation on July 1 of their eleventh year and on.

C. Each member shall be permitted to bank unused vacation days each year up to a reserve of 10 days maximum above eligibility for the current year.

D. Each member shall be permitted to buy back up to ten (10) unused vacation days per year at a buy back rate of 1/260th of their annual salary. The cash back payment shall not be added to the base salary.

ARTICLE IX

Fringe Benefits

A. Health Insurance

1. The District shall contribute the following percentages to an employee and dependent(s) health insurance premiums for those enrolled in the DEHIC Alternate PPO with the District.

a) July 1, 2013 – 90%
b) July 1, 2014 – 88%
c) July 1, 2015 – 85%

Effective July 1, 2016, the District shall add the DEHIC EPO 20 health insurance plan as an available plan option to eligible unit members with the District paying the full cost of the premiums.

2. The District shall have the right to change the insurance plan so long as the benefits are comparable to the existing plan.

3. It is agreed that members of the unit represented by the Association may direct the District to remove themselves from health insurance coverage in exchange for a payout under the following rules:

a. All selections and request for reinstatement shall be in writing.

b. Employees electing to waive insurance coverage shall demonstrate to the satisfaction of the Business Office that they have adequate alternative coverage.

c. Except for married couples both working for the District (see Section 4. below), employees opting to waive coverage and receive a payout in lieu of insurance shall be entitled to an annual payment as follows:

$2,200.00 Family or $1,700.00 Individual.

d. Employees withdrawing for a full year as of July 1st will be paid half the amount in December and half the amount the following June. Payments will be made in December and June following withdrawal via a separate check. Employees who withdraw after the start of the school year in September will receive pro rata payments in the same manner.

e. Any individual electing this option may revert to the plan of previous enrollment subject to the provisions of each individual plan.

4. Health Insurance buyout will be mandatory for District employees whose spouse is also a District employee. The employee opting out of family coverage will receive two thousand nine hundred fifty dollars ($2,950.00). The employee will not be eligible for individual coverage. Employees withdrawing for a full year as of July 1st will be paid half the amount in December and half the amount the following June. Payments will be made in December and June following withdrawal via a separate check. Employees who withdraw after the start of the school year in September will receive pro rata payments.

5. Employees who become ineligible for the buyout because of death or divorce will be reinstated to the district health insurance plan or HMO option, subject to the provisions

of the plan. The reinstatement of the employee will cause the buyout to be prorated for that year.

B. Health Insurance – Retirees

Employees must complete ten (10) cumulative years of service with the District and meet the eligibility requirements of ERS in order to be eligible to receive retiree health insurance. The District contribution for health insurance premium payments for retirees shall be at the same percentage of District contribution in effect for the retiring employee as of the date of retirement for individual coverage, or 50% of the difference between the individual and family premium costs for family coverage. In calculating the District's premium contribution toward family coverage for the DEHIC Alternate PPO: 85% of the premium costs for individual coverage would be added to 50% of the difference between family and individual coverage.

For example, if the premium cost of the health insurance plan was $10,000 for an individual and $23,000 for a family plan, the contribution is calculated as follows:

Individual Plan: District Contribution $8,500 (85% of $10,000)
Employee Contribution $1,500 (15% of $10,000)

Family Plan: District Contribution $15,000 ($23,000-$10,000/2 + $8,500)
Employee Contribution $8,000 ($23,000 - $15,000)

C. Sick Leave

Association members shall be granted eighteen (18) sick leave days per year for personal sick leave or immediate family illness, and be permitted to accumulate 260 sick days. For the purpose of sick leave, immediate family shall be defined consistent with the Family and Medical Leave Act.

D. Sick Leave Bank

The members of ONTSA shall be allowed to join the OTA Sick Bank provided they adhere to the OTA Sick Bank rules.

E. Payment for Unused Sick Leave

Any employee eligible for retiree health insurance shall be paid for all unused sick leave days upon retirement from the District according to the following formula:

Num. of Acc. Days	Payment Amount Per Day
a) 0-75 days	$0.00
b) 76-100 days	$43.00
c) 101-125 days	$58.00
d) 126-175 days	$78.00

e)	176-200 days	$103.00
f)	201-260 days	$106.00

F. Bereavement Leave

Association members will be permitted five (5) days emergency leave with pay, per occurrence, for death of husband, wife, domestic partner (as defined by the DEHIC) child, father, mother, sister, brother, step-parent, step-child and grandchildren. A maximum of three (3) emergency leave days per year with pay shall be granted for death of non-immediate family as follows: father-in-law, mother-in-law, sister-in-law, brother-in-law, and employee's grandparents, uncle and aunt.

G. Personal Leave

Each member shall be granted four (4) days with pay for conducting personal business that cannot be conducted at any other time. Personal leave is not to be considered as vacation time. It implies that the situation warranting use of these days is considered to be more important than the professional's responsibility to the School District. Unused personal days will roll over to sick days.

H. Disability Coverage

The District will contribute up to $250.00 per year per member toward disability insurance with the District.

I. Vehicle Use

The Director of Transportation shall receive a stipend of $1,900 annually, the Assistant Director of Facilities and Operations shall receive a stipend of $1,500 annually, and the Director of Facilities and Operations shall receive a stipend of $2,900 annually in consideration for the use of their personal vehicles for District business in lieu of receiving mileage reimbursement.

J. Retirement Incentive

Any employee with 20 years of service in the District and a minimum of 10 years as a Non-Teaching Supervisor who retires in accordance with the eligibility requirements of ERS, during his/her first year of eligibility to retire without a penalty under ERS regulations, is eligible to receive 1% of their last year's contract salary multiplied by the number of years of District credited service in an appointed position. In order to be eligible for this retirement incentive, a unit member must submit his/her irrevocable letter of resignation to the District by January 1st.

K. Workers' Compensation

In the event a unit member is injured while at work and Workers' Compensation covers the injury, the members shall receive, for the first seven (7) days of time lost from work due to such injury, the difference between the amount paid by Workers' Compensation and his/her regular salary. Thereafter, the District shall apply sick leave time to the extent of the employee's accumulation and current allotment of sick leave days. The District shall then be entitled to receive the advanced wage payment reimbursement from the Workers' Compensation insurer for all days for which sick leave has been paid. Upon receipt of the reimbursement from the Workers' Compensation insurer, the District shall reinstate sick leave days on a pro-rata basis (i.e.: the value of the reimbursement divided by the per diem rate of pay shall equal the percentage of sick leave).

L. Welfare Plan

The Association members will maintain membership in the OTA Benefit Trust. The District will fund the OTA Benefit Trust plan, provided it is allowed by the Plan, as follows:

07/01/15 $1,563

The District shall make payments to the funds semi-annually; one-half on October 1st and one-half on December 15th, for the total amount.

ARTICLE X

Evaluation

A minimum of one written evaluation, with conference, will be provided annually by the Superintendent or his/her designee for each member.

ARTICLE XI

Salary

A. Salary increases for Association members shall be as follows:

Year	Increase
Effective 07/01/16	2.5%
Effective 07/01/17	2.5%
Effective 07/01/18	2.5%
Effective 07/01/19	2.5%
Effective 07/01/20	2.5%

B. Longevity for continuous years of service with the Onteora Central School District shall be paid as follows effective 07/01/11:

At the conclusion of 3 years	$500
At the conclusion of 5 years	$1,000
At the conclusion of 7 years	$1,500
At the conclusion of 10 years	$2,250
At the conclusion of 15 years	$2,750
At the conclusion of 20 years	$3,000
At the conclusion of 30 years	$4,000

Longevity shall not be cumulative, shall not be added to base pay and shall be paid based upon years of service with the Onteora Central School District.

ARTICLE XII

Miscellaneous Provisions

A. This agreement shall constitute the full and complete commitments between both parties and may be altered, changed, added to, deleted from or modified only through the voluntary mutual consent of the parties in a written and signed amendment to this Agreement. Before the Board adopts a change in personnel policy which affects wages, hours, or any other condition of employment which is not covered by the terms of this Agreement, the Association will have the right to be consulted on such items.

B. If any provision of this Agreement or any application of the Agreement to any member or group of members shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or application shall continue in full force and effect.

C. The Board of Education shall provide one copy of this Agreement to each member employed for the school year covered by this agreement.

D. **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 XIV

Personnel Files

A. All materials in the personnel folder shall be open to the inspection of the member, excepting letters of recommendation.

B. The member shall have the privilege and right to submit a written reply to any material in his/her personnel folder. His/her answer shall be reviewed by the Superintendent, then attached to the appropriate material and placed in the folder.

ARTICLE XIII

Term of Agreement

This Agreement shall be effective as of July 1, 2016 and shall continue in effect until June 30, 2021.

ON BEHALF OF ASSOCIATION

BY: _____
President

DATE: August 1, 2016

ON BEHALF OF ONTEORA CENTRAL SCHOOL DISTRICT

BY: _____
Superintendent of Schools

DATE: 8/1/2016