

AGREEMENT BETWEEN THE

SAUGERTIES CENTRAL SCHOOL DISTRICT

AND THE

SAUGERTIES EDUCATIONAL SUPPORT

ASSOCIATION

July 1, 2021 through June 30, 2024

Table of Contents

	Page Number
Article 1 – Recognition	1
Article 2 – Union Rights	2
Article 3 – Seniority and Assignments	2
Article 4 – Leave Benefits	5
Article 5 – Hours of Work and Work Year	8
Article 6 – Grievance Procedure	13
Article 7 – Physical Examination and Uniforms	14
Article 8 – Other Benefits	14
Article 9 – Discipline and Evaluation	18
Article 10 – Personal Mileage	19
Article 11 – Union Security	20
Article 12 – Job Security	20
Article 13 – Legislative Approval	21
Salary Schedule	21

This Agreement dated as of July 1, 2021, by and between the Saugerties Central School District, hereinafter referred to as "District" and the Saugerties Educational Support Association, hereinafter referred to as the "Association."

The provisions of this Agreement shall become effective on July 1, 2021, unless otherwise expressly provided herein, and shall continue in effect through June 30, 2024.

ARTICLE 1 - RECOGNITION

1.1 The District has recognized the Association as the sole and exclusive negotiating agent with respect to wages, hours and other terms and conditions of employment for all employees in the bargaining unit, excluding those employees declared confidential by PERB.

The bargaining unit shall be comprised of the following titles:

Teaching Assistants and Teacher Aides	Clerical 10-Month	Clerical 12-Month	Food Service	Other
Teaching Assistant (Instructional) (Full-Time/10)	Clerical, Typist (Full-Time/10)	Clerical, Stenographer (Full-Time/12)	Cook (Full-Time/10)	Special Education Specialist (Full-Time/12)
Teacher's Aide (Non-Instructional) (Full-Time/10)	Spanish-Speaking Typist (Part-Time/10) Contingent	Clerical, Senior Typist (Full-Time/12)	Assistant Cook (Full-Time/10)	Network Support Specialist I (Full-Time/12)
Teaching Assistant (Instructional) (Part-Time/10)	Clerical, Typist (Part-Time/10)	Clerical Typist, Building Secretary (Full-Time/12)	Food Service Helper (Part-Time/10)	
Teacher's Aide (Non-Instructional) (Part-Time/10)	Clerical, Typist Data Clerk (Part-Time/10)	Clerical, Typist (Full-Time/12) (Part-Time/12)		
		Educational Data Facilitator (Full-Time/12)		

Nothing herein shall be construed to limit the District's rights to determine staffing needs, hours of work, and which Civil Service positions to create or fill.

1.2 A temporary employee who is hired for an expected duration of 30 or more calendar days shall be a member of the bargaining unit from the first day of said employment.

1.3 It is the continuing policy of the District and the Association that the provisions of this Agreement shall be applied to all employees without regard to race, creed, gender, color, national origin, religion, age, sexual orientation, disability, or any other category protected under state or federal law.

1.4 The District and unit will establish a committee by no later than October 1, 2021, that will be responsible for reviewing the job description of a Typist as it relates to the administration of substitute assignments within each building. The committee shall develop a report which shall be shared with the district and unit by no later than June 30, 2021, which may include recommendations that shall not be binding on the District.

ARTICLE 2 - UNION RIGHTS

2.1 There shall be no interference with the right of employees to become or continue as members of the Association.

2.2 There shall be no discrimination, restraint or coercion against any employee because of membership in the Association.

2.3 Release Time For President

The President of the Association or his or her designee shall be given release time with pay for the purpose of processing grievances at the Superintendent level, or conducting in-district business meetings involving the District and the Association, provided the meeting time is approved in advance by the Superintendent or their designee.

The District shall provide release time, without pay, according to the following provision: two (2) days for three Association members to attend the Association's State Affiliate Representative Assembly. The availability of release time shall be subject to the reasonable operating needs of the District and contingent upon receipt by the District of reasonable advance notice from the Association of its intention to use such release time.

2.4 There shall be no strikes, work stoppages or interruption or impeding of work. No officer or representative of the Association shall authorize, instigate, aid or condone any such activity.

2.5 Bulletin Boards

The District will provide a bulletin board in each school for the use of the Association for the posting of notices relating to Association business. The use of bulletin boards shall be an exclusive right granted only to the Association and no other competing union unless PERB requires otherwise.

2.6 Rights to Distribute Literature

The Association shall have the right to distribute notices, circulars, and other material relating to Association business to bargaining unit members during the distributor's non-working time.

2.7 Meeting Space

The union shall have the right of use of school buildings and school facilities without cost at reasonable times in order to conduct union business, provided that arrangements are made in advance.

ARTICLE 3 - SENIORITY AND ASSIGNMENTS

3.1 Seniority shall apply in the event of a reduction of hours, promotion or transfer in Civil Service classified positions. In recognition, however, of the responsibility of the District for efficient operations it is understood and agreed that in all cases of promotion and transfers, the following factors as listed below shall be considered; however, factor two shall be the determining factor when factor one is relatively equal between employees:

1. Ability to perform the work.
2. Length of continuous service.

Final decision to promote and transfer shall be vested exclusively in the District, subject to the Agreement.

3.2 Seniority shall be determined within the job title. Seniority shall be calculated from the first date of hire in a department, or re-employment in a department following a break in continuous service, in accordance with the following provisions:

1. There shall be no interruption of seniority accrual for any time lost which does not constitute a break in continuous service.
2. Continuous service shall be broken by:
 - a) Resignation. Re-employment in a department within 15 days of the effective date of resignation shall negate the break in continuous service.
 - b) Discharge.
 - c) Retirement.
3. Any days a unit member takes as unpaid leave shall not count towards seniority calculations.

3.3 Absence due to a Workers' Compensation disability shall not break continuous service the employee returns to work within 10 days after the period of disability as determined by the Workers' Compensation Board.

3.4

- The layoff and recall of employees in the competitive classification shall be governed by Ulster County Civil Service Rules and Regulations and, if applicable, New York State Civil Service Law.
- The layoff and recall of full-time Teaching Assistants shall be governed by New York State Education Law.
- The layoff and recall of part-time Teaching Assistants shall be done in inverse seniority order.
- In the event that full-time Teaching Assistants have equal seniority, prior service with the District as a Teacher Aide shall be used to determine which unit member has greater seniority.
- The layoff and recall of non-competitive staff shall be done in inverse seniority order within the same job title provided by the Ulster County Personnel Office.
- Except as otherwise provided herein, any tie in seniority shall be governed by the first name which appears on the Board minutes on the date of appointment.
- A Teaching Assistant who has previously served as a Teacher Aide within the District shall have the right to bump a Teacher Aide if the Teaching Assistant's cumulative District service as a Teaching Assistant and Teacher Aide is greater than that of the Teacher Aide. Part-time service shall be prorated. This provision shall not apply if, at the discretion of the District, there exists a bona fide occupational qualification (BFOQ) to retain a specific Teacher Aide in a position.
- The layoff and recall of full-time Teacher Aides shall be done in inverse seniority order. Part-time service shall be prorated, if applicable. This provision shall not apply if, at the discretion of the District, there exists a bona fide occupational qualification (BFOQ) to retain a specific Teacher Aide in a position.
- The layoff and recall of employees in the Food Service department shall be done according to job title in inverse seniority order. However: (a) in the event a Cook position is being eliminated, a Cook shall have the right to bump, first, an Assistant Cook and, second, a Food Service Worker if the cook's cumulative District service in the Food Service department is greater than that of the unit member holding the lower level title; and

(b) in the event an Assistant Cook position is being eliminated; an Assistant Cook shall have the right to bump a Food Service Worker if the Assistant Cook's cumulative service in the Food Service department is greater than that of the Food Service Worker.

3.5 When permanent or long term temporary vacancies of one (1) year or longer occur in the positions of, or new positions are created in, the present facilities, such vacancies or new positions shall be posted by the District electronically for three (3) workdays. If any employee in such department is interested in being considered for the position, he or she must file a written application with the Superintendent within three (3) workdays of the posting of the notice. Employees may submit letters of interest prior to June 30 for vacancies or new positions which become available during the summer. All postings shall state the date of notice and closing date. A copy of all postings shall be sent to the Association president.

3.6 Part-Time Employees

Part-time employees shall accrue seniority and leave benefits in accordance with the following table:

<u>Number of Hours Normally Assigned Per Week (Per Calendar Month)</u>	<u>Seniority Credit</u>
Up to 20 hours, inclusive	½ month
Over 20 hours	1 month

3.7 Retrenchment

A. Excessed employees shall have departmental recall list rights for a duration of three years. Recall list rights shall consist of the right to a vacancy for the same number of hours or less than the employee was working before being excessed and shall be limited to three (3) years. The right to be recalled shall only apply to rights to vacancies in the same department as that from which the employee was excessed. A bargaining unit member does not relinquish their position on the preferred eligibility list of a position offered and/or accepted is less than the hours of the previous position. This paragraph shall only apply to unit members not governed by the recall rights of the Ulster County Civil Service Rules and Regulations and, if applicable, New York State Civil Service Law or New York State Education Law.

B. Teaching Assistants shall be subject to those applicable provisions of the Education Law.

C. An employee on a recall list may claim a temporary position. "temporary position" shall not include long term substitutes for the purpose of this provision.

D. The President of the Association shall meet with the Superintendent or their designee annually to review departmental seniority and recall lists.

E. Excessed unit members shall leave current addresses with the District Business Office to maintain continued eligibility for recall.

F. The District shall notify an excessed unit member of a recall by certified mail, return receipt requested and, simultaneously, the President of the Association by memo or regular mail. The eligible excessed unit member shall have ten days from receipt of notification to respond to claim entitlement to the recall inquiry. This provision shall not be applicable to anyone who purposely avoids or refuses service.

ARTICLE 4 - LEAVE BENEFITS

4.1 Vacation

A. Twelve-month employees shall accrue vacation days on a school-year basis with accumulated days becoming available for use on July 1st. First year employees shall have vacation days prorated from the date of employment to June 30th and will be able to access them on July 1st.

After one year or more of service 10 days

After five years or more of service 15 days

After ten years or more of service 20 days

B. Vacation requests shall be arranged between employee and principal or supervisor and, if possible each employee's request will be honored. Seniority shall prevail in cases of conflict. Twelve-month clerical employees who work in the school building with students are entitled to take vacation for up to five days per school year (ten days for Clerical employees entitled to four weeks of vacation) when school is in session; provided, however, that the principal or supervisor may deny employees the right to utilize such days if continuous operation is not assured and/or substitute staffing is not available. In the event of special circumstances, exceptions will be considered upon written application to the Superintendent.

C. All twelve-month employees shall be required to take five (5) days of vacation each year. Such days need not be consecutive. Unused vacation beyond this one-week period shall be accumulated to vacation in subsequent years. The maximum carryover from one year to the next shall not exceed fifteen (15) days.

D. Employees may receive compensation for up to five (5) days of unused vacation on an annual basis at the rate of pay when the vacation was earned by notifying the District in writing by June 1st of the school year.

E. If a paid holiday falls during an employee's vacation, the employee shall receive an additional vacation day at the end of the employee's vacation in which the holiday occurred, as a substitute for that paid holiday.

4.2 Other Leave Benefits

A. Paid Time Off

All full-time and part-time employees shall be entitled to:

10-Month Part-Time Employees	12-Month Part-Time Employees	10-Month Full-Time Employees	12-Month Full-Time Employees
10 days per year	12 days per year	15 days per year	17 days per year

1. Paid Time Off will be prorated based on the date of hire.
2. Unused Paid Time Off shall accumulate.
3. An employee can accumulate a maximum of 240 days of Paid Time Off.
4. Requests for Paid Time Off should be filed a week in advance whenever possible, and must be approved by your direct supervisor.
5. A physician's note may be required for absences of more than three (3) consecutive days.

B. Bereavement Leave

All unit members shall be entitled to:

1. In the event of a death in an employee's immediate family, the employee may take up to five (5) days bereavement leave, exclusive of weekends and holidays, with pay. The bereavement leave days must be taken within the two-week period following the death, unless there are extenuating circumstances. Immediate family is defined as the employee's spouse, child, mother, father, siblings, grandparent, grandchild, step-grandchild, step-parent, stepchildren, step-siblings, mother-in-law, father-in-law, and significant other living in the household. Any additional days will be deducted from the employee's accumulated Paid Time Off with the approval of the superintendent or their designee.
2. In the event of the death of an aunt, uncle, niece, nephew, brother-in-law, sister-in-law, and grandparent-in-law said employee may take up to three (3) days bereavement leave with pay.
3. An employee who is designated as a Person Authorized to Direct Disposition of Human Remains for a member of the military, may take up to three (3) bereavement days to fulfill this obligation.

C. Jury Duty

An employee required to perform Jury Duty on a day he/she is scheduled to work, shall be excused from work on that day without loss of leave accruals. The employee shall refuse payment from the presiding court system and the District shall pay the employee for the day at their regular daily rate of compensation.

D. Title VII Accommodation Days

Effective July 1, 1998, bargaining unit members who require Title VII Equal Employment Opportunity Act accommodations shall be entitled to two such days with full pay each school year provided that at least five days written notice, with reasons for such intended use is given to the District, where practicable. Such leave requests shall not be unreasonably withheld.

E. Extended Leaves

All requests for extended leaves, leaves of absence, as well as the requested decision shall be in writing.

1. Extended leave requests without pay will be considered upon application to the Superintendent and Board of Education. The Superintendent shall advise the applicant of the grant or denial of the request within sixty (60) days of the application. An employee granted such leave shall be reinstated with previously accumulated benefits.
2. Military Leave will be granted to any employee who is drafted or recalled into any branch of the Armed Forces of the United States and for each period of enlistment not preceded by such a draft or recall. Upon return from such a leave, an employee will be granted year to year service credit toward salary increments for the period for which he/she was required to serve. Previous accumulated Paid Time Off will be restored.
3. Parental Leave of up to two years will be granted for the birth of a child or the adoption of a child. Employees requesting leave shall give reasonable notice to the District (i.e. 60 days) prior to the commencement of such leave. The notice shall include tentative commencement of such leave and termination of leave. An employee shall be returned to the same position or a similar position upon 60 days notice to the District of an intent to return. Upon return to service, an employee shall have restored the same benefits at the time the leave commenced. No seniority shall be accrued during this period.
4. Extended Illness - Any employee whose personal illness extends beyond the period of accumulated Paid Time Off will be granted an unpaid leave of absence for such time as is necessary for complete recovery from such illness up to a maximum of two years. No seniority shall be accrued during this period.

F. Sick Leave Bank

1. Full-time employees shall be eligible to participate in a Sick Leave Bank by contributing two days of their accumulated Paid Time Off.
2. The bank shall be fully administered by a committee of two administrators appointed by the Superintendent and two employees appointed by the Association. Withdrawal from the Sick Leave Bank shall be limited to employees with personal extended illness or accidents and who have exhausted their Paid Time Off. Only employees who are members of the bank may withdraw from the bank.
3. The bank shall be renewable when the balance drops below 20 days, or on September 15th of each year. Documentation from a physician will be required by the Sick Leave Bank administrators prior to the withdrawal of days from the Sick Leave Bank.

G. Unpaid Short Term Leave

Employees wishing time off without pay that is not extended leaves as contained in Section (E) of this Article, shall make application to the Superintendent of Schools as soon as they become aware of their desire for the day(s). All personal PTO and/or

vacation days should be exhausted prior to the request. The granting of the day(s) will be at the discretion of the Superintendent of Schools; however, such discretion shall be equitably administered throughout the District. No seniority shall be accrued during this unpaid period.

ARTICLE 5 - HOURS OF WORK AND WORK YEAR

5.1 Hours of Work

This section defines the normal hours of work and shall not be construed as a guarantee of hours of work per day or per week.

A. 10-Month and 12-Month Clerical

The normal workday for ten-month and twelve-month, full-time employees shall be seven and one-half (7 ½) hours per day, exclusive of a 30-minute lunch. When students or faculty are not in attendance, Clerical employees shall work "summer hours." Summer hours shall be defined as morning arrival at 8:00 a.m., afternoon departure at 3:00 p.m. with lunch from 12:00 to 1:00 p.m.

B. Teaching Assistants and Teacher Aides

The workday for full-time Teacher Aides and Teaching Assistants will be seven (7) hours exclusive of a 30-minute lunch. Part-time Teacher Aides and Teaching Assistants shall work as assigned for the school year. On days immediately preceding a vacation or holiday, the Teacher Aides and Teaching Assistants may leave at the end of the student day. Teaching Assistants and Teacher Aides shall not be required to perform lunchroom supervision except in emergencies.

1. Teacher Aides or Teaching Assistants who are assigned by the building principal to substitute for a teacher for more than 30 minutes will receive \$60.00 for a full day, \$30.00 for a half-day, or an hourly rate of \$10.00 per hour for any time worked less than a half-day, in addition to their regular salary.

Should a Teacher's Aide or Teaching Assistant be assigned to a classroom to provide support when the teacher is teaching remotely in another location, the unit member shall be paid an additional \$30.00 for a full day, or \$15.00 for a half-day. In the event the unit member works less than a half-day in such an assignment, he/she shall be paid an additional hourly rate of \$5.00 per hour for the hours worked. This clause shall sunset on June 30, 2024.

2. Part-time Teacher Aides/Teaching Assistants shall be able to make up lost hours within a pay period due to delays and/or early dismissals with prior principal or supervisor approval.

C. Food Service Employees

The workday for the full-time Cook and Assistant Cook will be seven and one-half (7½) hours, exclusive of a 30-minute lunch. Part-time employees shall work as assigned for the school year. Any employee reduced in hours shall maintain their hourly rate of pay. Part-time Food Service employees shall be afforded work opportunities beyond their normal work assignments when such work time is available by reason of absence of other Food Service employees or when menu requirements necessitate additional work opportunities.

- D. Unit members required to attend meetings beyond their normal hours of work shall be

compensated for such additional hours subject to Article 5.2.

5.2 Overtime

A. This section shall not be construed as a guarantee of hours of work per week, or a guarantee of days of work per week.

B. The payroll week shall consist of seven consecutive days beginning at 12:01 a.m. on Sunday.

The workday for the purposes of this section is the 24-hour period beginning with the time the employees begin work.

The regular rate of pay, as the term is used in Section C below, shall mean the standard hourly wage rate which the employee would have received for the work assigned had it been performed during non-overtime basis or hours.

C. Overtime at the rate of one and one-half times the regular rate of pay shall be paid for:

1. Hours worked in excess of 7 ½ hours in a workday for Clerical and Food Service, 7 hours for Teacher Aides and Teaching Assistants.
2. Hours worked in excess of 37 ½ hours worked in a workweek for Clerical and Food Service, 35 hours for Teacher Aides and Teaching Assistants.

Overtime at the rate of double time shall be paid for work performed on holidays.

D. Payment of overtime rates shall not be duplicated for the same hours worked. Hours compensated for at overtime rates shall not be counted further for any purpose in determining overtime liability under the same or any other provision of the Agreement.

E. When overtime is assigned, such overtime assignments shall be rotated among all employees from time to time in the job classification to which assigned, whenever practical. Nothing herein shall restrict the District in assigning any employee to specific overtime assignments involving special skill or when emergency assignments are made by the District.

5.3 Work Year

A. Holidays

- 10-Month Full-Time Employees follow the Teachers' Calendar.

12 Month Full-Time and 12 Month Part-Time Employees	10-Month Part-Time Employees
Independence Day plus one day	
Labor Day	Labor Day
Columbus Day	Columbus Day
Veterans' Day	Veterans' Day
Thanksgiving Day Wednesday before (if there is no school) and the Friday after	Thanksgiving Day and the Friday after
Christmas Day Plus three days during Winter Recess	Christmas Day
New Year's Day	New Year's Day
Martin Luther King, Jr. Day	Martin Luther King, Jr. Day
Presidents' Day* *If school is closed two days=two holidays	Presidents' Day
Easter Three days during Spring Recess	Easter - 1 Day
Memorial Day	Memorial Day

B. 12-Month Employees

Twelve-month employees shall be given the above listed holidays off with pay. If one of the approved holidays falls on a Saturday or Sunday, the employees shall be given another day off.

C. Teaching Assistants, Teacher Aides and 10-Month Clerical

1. The school calendar for the Teaching Assistants, Teacher Aides, and 10-Month Clerical employees will be the same as the calendar for the Teachers, subject to the provisions set forth below.
2. All full-time Teaching Assistants, Teacher Aides, and 10-month full-time Clerical unit members will participate in one (1) fall and one (1) spring parent-teacher conference session, following a school day, at a time designated below.

Parent-teacher conferences will be scheduled on Thursdays, but not before a holiday or vacation day/period.

At the end of the student day, on the scheduled conference days, full-time Teaching Assistants and Teacher Aides may leave school and return in time to begin conferences at 5:00 p.m. and may have such conferences no later than 8:00 p.m. The parties agree that, to provide such conferencing time, unit members will be granted one (1) compensatory day, to be scheduled in coordination with the calendar adjustment provided for the STA. Part-time employees who are not required to attend parent-teacher conferences shall be offered the option of taking the time without pay or making up the hours missed.

D. Food Service Employees

All Food Service employees working 5 hours or more will work the same number of days as teaching personnel, plus one additional day: $182 + 1$.

On the additional day, Food Service employees may be dismissed at their normal quitting time or earlier, provided that all necessary duties have been completed.

5.4 School Closing, Early Dismissal and Delayed Openings

Due to inclement weather and other unforeseen circumstances.

A. One-Hour Delay

1. The schedule for Food Service employees on a one-hour delay shall be communicated by the Food Service manager or posted in advance for employees. Food Service employees shall still be required to work their regularly scheduled number of hours.
2. Teaching Assistants and Teacher Aides shall report to their duty station one (1) hour later than their normal reporting time.
3. All Clerical employees shall report to their duty station one (1) hour later than their normal reporting time on a one-hour delay. In the event that schools are canceled after Clerical employees report for a delay, such employees may leave their work stations once an announcement is made that school is canceled provided, however, that in the event that students have arrived at the buildings, Clerical employees may leave their work stations 45 minutes after the students in their buildings are dismissed or at their normal quitting time, if earlier.

B. Two-Hour Delay

1. The schedule for Food Service employees on a two-hour delay shall be communicated by the Food Service Manager or posted in advance for employees. Food Service employees shall still be required to work their regularly scheduled number of hours. .
2. Teaching Assistants and Teacher Aides shall report to their duty station two (2) hours later than their normal reporting time.
3. Effective July 1, 2005, Clerical employees shall report to their duty stations one and one-half (1½) hours later than their normal reporting time on a two-hour delay. In the event that schools are canceled after clerical employees report for a delay, such employees may leave their work stations once an announcement is made that school is canceled provided, however, that in the event that students have arrived at the buildings, Clerical employees may leave their work stations 45 minutes after the students in their buildings are dismissed or at their normal quitting time, if earlier.

C. School Closed Due to a Short-Term Emergency

All unit employees shall receive their normal pay when schools are closed under this provision. Employees may be directed to report as follows:

1. **Food Service Employees** - necessary Food Service employees shall be called in if there is a chance of food spoiling. A Food Service employee called into work on a day school is closed under this provision shall be paid for the hours he or she works in addition to normal pay, with a minimum of two hours call in time.
2. **Teaching Assistants and Teacher Aides** shall not report to their duty station.
3. **Clerical staff** may be called in for a partial day if road conditions permit it.
4. All unit members will be allocated unused snow days in the same manner as are teachers.

D. School Closed Due to an Extended Emergency

All unit employees shall receive their normal pay when schools are closed under this provision. Employees determined to be essential by the District shall report as directed with no additional compensation. Employees not available on their scheduled day(s) shall be charged a Paid Time Off day.

E. Early Dismissal

1. **Food Service Employees** may leave their work stations 45 minutes after the students in their buildings are dismissed or at their normal quitting time if earlier, providing that all necessary duties pertaining to that day's meal schedule or to prevent food spoilage are completed.
2. **Clerical Employees** may leave their work stations 45 minutes after the students in their buildings are dismissed or at their normal quitting time if earlier.
3. **Teaching Assistants and Teacher Aides** may leave their work stations 20 minutes after the students in their buildings are dismissed, or at their normal quitting time, if earlier.
4. **County-Wide Emergency Drill:** All Teaching Assistants and Teacher Aides may leave their workstations as soon as all students are evacuated from their buildings. Clerical staff may leave with principal or supervisor approval.

F. Pivoting to Remote Instruction

1. In the event the District pivots to an instructional model where the District is providing only remote instruction to students, Food Service employees will be compensated for their regularly scheduled number of hours for the first five (5) consecutive days. In the event the District provides remote instruction to students for more than five (5) consecutive days, part-time food service employees will no longer be paid for their regularly scheduled hours, and will instead only be paid for hours actually worked. Part-time food service employees shall be scheduled for a minimum of three (3) hours per week. Full-time staff shall continue to work their regularly scheduled hours. In the event an employee is not available on a day they are scheduled to work, they shall be charged a Paid Time Off day.

ARTICLE 6 - GRIEVANCE PROCEDURE

6.1 Definitions

- A. Grievance - a grievance exists when an employee or group of employees of the Association ("Grievant") claims that there has been a violation, misapplication or misinterpretation of an express provision of this Agreement.
- B. The employee shall have the right to be represented at all stages by only the Association and a group of employees with a common grievance may file a single grievance through the Association.
- C. If a grievance affects a group or class of employees, the grievant may submit such grievance to the Superintendent directly, and the process of such grievance shall be commenced on Step Three of the grievance procedure. The parties may mutually agree to extend the time limits in Steps.
- D. A written grievance shall be filed within sixty (60) calendar days after the employee knew or should have known that there had been a violation, misapplication, or misinterpretation of an express provision of this Agreement. The failure to file a grievance or commence an appeal within the applicable time limit(s) described in Section 6.2 shall constitute a waiver of the grievance or the right to appeal, as applicable.

6.2 Procedure

Step One

A grievant who has a grievance shall discuss such grievance with their first level supervisor in an attempt to settle the matter informally.

Step Two

If a grievance has not been satisfactorily resolved at Step One, it can be presented in writing and processed at Step Two. The written statement shall contain the general nature of the grievance, the contract provision allegedly violated and the redress sought.

Such grievance shall be forwarded to the Superintendent within 60 calendar days after the employee or Union knew or should have known that there had been a violation, misapplication, or misinterpretation of an express provision of this Agreement.

The Association representative shall discuss such grievance with the Superintendent or their designee within (5) days of receipt of the appeal in order to resolve the grievance. Within fourteen (14) calendar days after such meeting, the Superintendent shall render a decision on the grievance, in writing.

Step Three

If the grievant still feels that a satisfactory solution has not been reached, the employee may appeal to the Board by submitting to the Superintendent a written request within twenty (20) calendar days of the disposition of the grievance at Step Two. The request for appeal shall contain the original written statement of grievance submitted at Step One, as well as copies of the decision rendered at Step One and Step Two. A hearing by the Board shall take place not later than the next regularly scheduled meeting which is not less than five school days after receipt of the appeal or at a Special Meeting of the Board called earlier for such purposes. Within fourteen (14) calendar days after such

hearing, the Board will render its decision in writing to the Superintendent, the immediate superior and the employee.

Step Four

If the Association is not satisfied with the decision rendered at Step Three of the grievance procedure, it may submit the grievance to arbitration by providing written notice to the Superintendent within twenty (20) calendar days after the decision at Step Three. Within ten (10) calendar days after such written notice of submission to arbitration, the parties will agree upon a mutually acceptable arbitrator, and if they are unable to do so, the matter shall be referred to the Public Employment Relations Board for designation. The parties shall be bound by the rules and procedures for the American Arbitration Association.

The arbitrator shall limit their decision strictly to the interpretation or application of the expressed provision of the Agreement relating to issues submitted to him or her. The arbitrator's decision shall be final and binding upon both parties. The arbitrator has no authority to add to or subtract from any provision of the submitted collective bargaining agreement.

6.3 Authorized Grievance Representative

The Association and the District shall designate to each other as soon as possible in each school year the employee and the District representative who shall be certified as the authorized grievance representatives for all grievance matters.

ARTICLE 7 - PHYSICAL EXAMINATION AND UNIFORMS

7.1 Physical Examinations

The District will provide physical examination and chest x-ray service to the employees by the school physician without charge to the employees. If the employee elects to be examined by their own physician, the District is not responsible for payment for that examination.

7.2 Uniforms

Food Service employees are required to wear uniforms as a condition of employment and be neat and clean upon reporting for duty. The District shall compensate each full-time Food Service employee \$275.00 a year, for the cost of cleaning and maintaining their uniforms. This payment shall be made quarterly. The District will provide two aprons and two shirts per year to all Food Service employees.

ARTICLE 8 - OTHER BENEFITS

8.1 Health Insurance

A. Coverage

1. The District will provide employees working 30 hours per week or more with individual and dependent coverage under the DEHIC EPO 20 Health Insurance Plan. Effective July 1, 2021, the only plan options available shall be the DEHIC EPO 20 Health Insurance Plan and MVP. However, the MVP plan option shall only be available to those unit members enrolled in MVP as of June 30, 2021.

2. Part-time unit members who work less than thirty (30) hours per week, shall not be eligible for District health insurance.

3. Eligible employees shall be required to contribute 5% of the cost of the health insurance premium for individual or family coverage, as selected by the employee during the 2021-2022 and 2022-2023 school years. Effective July 1, 2023, the employee contribution shall increase to 7%.

4. It is understood that HMO participants will pay the difference between the HMO premium and the premium for the District's main health insurance plan, in addition to the contribution referred to above.

B. Waiving Coverage

If an employee is eligible to be covered under another health insurance plan, the employee can waive coverage in the District's plan and, in return, receive \$1,500 for each year in which coverage is waived. Thereafter, by March 31st of each year, an employee must notify the District, in writing, of their intention to participate in the insurance waiver program or of the intention to re-enter the District's program. An employee who decides to waive coverage shall be paid \$750 in two separate checks in the applicable year, the first paycheck in December and the second paycheck at the end of June. An employee shall have the right to re-enter the District's health insurance program subject to the requirements of the District's health insurance plan. An employee who returns to the District's coverage during the year in which the coverage was waived shall be responsible to return any monies received for each month of the year the employee is covered by the District's plan.

C. Add-Ons

1. During the life of this contract, unit members enrolled in the DEHIC EPO 20 plan will receive an additional 1% increase to their salary each year. .
2. During the life of this contract, unit members enrolled in the DEHIC EPO 20 health insurance plan, shall receive an annual deposit to a Flexible Spending Account (FSA) of \$250/Individual or \$500/Family.

8.2. STA Benefit Trust

A. The District shall contribute the following amounts to the STA Benefit Trust for each full-time unit member enrolled in the dental benefits plan offered through the STA Benefit Trust.

2021-2022: \$1480

2022-2023: \$1480

2023-2024: \$1480

Should a SESA member choose not to enroll in the dental plan offered through the STA Benefit Trust, the district will not contribute anything to the STA Benefit Trust for that employee.

B. A joint District/SESA Committee to review the Benefit Trust Plan will be formed by October 1, 2023. The Committee will provide a report to the District and the unit prior to 2024 negotiations.

8.3 Section 125 Plan

The District shall continue a full Section 125 IRC plan.

8.4 Employees Retirement

The District agrees to provide employee coverage under the State Employees Retirement System under Section 75i, 60b and 41j for all affected employees.

8.5 Upon Retirement

Employees who are eligible for retirement under the Rules and Regulations of their respective New York State Retirement System shall be provided the following benefits:

1. Deposit to 403B - Unused Paid Time Off

The payment of unused Paid Time Off conversion upon retirement shall be paid into an employer non-elective I.R.C. §403(b) account at the following rates:

- a. Employees working less than seven (7) hours per day - \$35.00/day
- b. Employees working seven (7) hours or more per day - \$40.00/day
- c. Employees working seven (7) hours or more per day with 20 years of service or more - \$65.00/day

If a 403B account does not exist for an employee prior to retirement, the employee must set up a 403B account within 30 days of retirement, or the aforementioned 403B deposit will be forfeited to the District.

2. Retiree Health Insurance Benefits

Effective July 1, 2021, only employees with 15 or more years of service in the District are eligible for retiree health insurance benefits.

Only the DEHIC EPO 20 health insurance plan will be offered to retirees as of July 1, 2021.

Employees who retire on or after July 1, 2021, will contribute to their health insurance in retirement according to the table below:

District Years of Service	DEHIC EPO 20 Individual Cost	DEHIC EPO 20 Family Cost
25+ Years	0%	20% of premium
20 - 24 Years	7% of premium	25% of premium
15 - 19 Years	10% of premium	30% of premium

Notwithstanding the above, unit members who have at least twenty (20) years of service as of July 1, 2021, and who retire during the life of this contract, shall receive fully-funded individual coverage in retirement, and shall only be required to pay twenty percent (20%) of the cost of family coverage in retirement.

Unit members who are eligible, in accordance with the above exception, are required to inform the District at least six (6) months in advance of their retirement date unless they are granted prior approval by the Superintendent or their designee. This requirement sunsets on June 30, 2024.

3. Sick Value Bank for Employees, Spouses and/or Dependents

At the time of retirement, in the event an employee has unused Paid Time Off days, the value of such unused days (calculated at the employee's daily rate of pay at the time of retirement) shall be deposited into a Sick Value Bank. The monies in the Sick Value Bank shall apply as a CREDIT balance towards the retiree purchasing District health insurance in retirement. The balance can be spent down to help the retiree pay for the out of pocket costs for retiree and/or family health insurance. The Sick Value Bank CREDIT balance can ONLY be utilized to pay for District health insurance for a retiree, spouse and/or dependent(s).

8.6 Professional Development

1. The District encourages the personal and professional development of its employees, particularly when such development has a direct relationship to the employee's job responsibilities and benefits programs offered by the District. As such, the District will reimburse employees \$30 per credit, up to a maximum career limit of \$3000, for educational expenses incurred in accordance with the following procedures:
 - A. An employee must submit a request for approval of the professional development program at least 14 days in advance of the activity through Frontline/My Learning Plan. One (1) credit shall be equivalent to one (1) college credit or fifteen (15) hours of classroom or online study beyond the school day.
 - B. Courses that are requirements for compensated extracurricular positions (e.g. coaching) are not eligible for in-service credit.
 - C. If the employee is unable to accrue 15 in-service hours in one school year, they shall have three additional years to earn the required 15 hours. If an employee is unable to accrue 15 in-service hours within four (4) calendar years, such credit hours already earned shall be forfeited at the expiration of the four years.
2. Those unit members who possess or earn a Bachelor's degree will receive an annual stipend of \$500.
3. Those unit members who possess or earn a Master's degree will receive an annual stipend of \$500, in addition to the annual stipend for the Bachelor's degree.
4. Those unit members who have reached Teaching Assistant Level III Certification or a Teaching Assistant Continuing Certification, shall receive an annual stipend of \$1500. In the event the Teaching Assistant loses such certification, he/she shall no longer be eligible for the annual stipend.
5. All unit members shall be entitled to attend any District-sponsored workshops, held during the school year, including those scheduled on Superintendent's Conference Days and Staff Development Days, and shall be paid for their attendance.

8.7 Flu Shots

Flu shots will be provided by the Board to those unit members who request them. Those who wish to receive the shot will be required to sign a release prior to receiving the shot.

ARTICLE 9 - DISCIPLINE AND EVALUATION

9.1

- Tenured Teaching Assistants shall be entitled to the due process protections of New York State Education Law §3020-a.
- Unit members who have due process protections pursuant to New York Civil Service Law §75 shall retain such rights. After the completion of three years of service, such unit members shall be entitled to grieve any disciplinary action pursuant to Article 6 of this collective bargaining agreement in lieu of the due process protections of New York Civil Service Law §75. Hearing officers appointed pursuant to New York Civil Service Law §75 shall be selected from the names set forth in Article 6, Section 6.2.
- All other unit members shall serve a probationary period of three years.

Unit Member Due Process Rights

Full-Time Teaching Assistant (tenure track)	Probationary period - 4 years Due process rights - §3020-a after 4 years
Part-Time Teaching Assistant (non-tenure track)	Probationary period - 4 years Due process rights - Arbitration after 4 years
All Other Positions*	Probationary period - 1 year for §75 Due process rights - §75 rights after 1 year; arbitration in lieu of §75 after 3 years

*Note: All other existing positions are currently classified as open competitive or non-competitive according to Ulster County Civil Service Rules and Regulations.

- District shall not discipline or discharge without just cause a unit member who has completed their probationary period. Such unit members shall be served with written charges alleging such discipline or discharge. Grievances regarding discipline or discharge shall commence at Step 4 of the grievance process.
- The District shall provide to the Union the following information relative to each disciplinary charge: the names of any and all witnesses to the event(s) underlying the charge(s); investigator notes; and witness statements, whether written or merely signed by such witness. This obligation shall not extend to documents created or obtained following the District's determination to bring charges or take adverse employment action, nor shall it apply to documents or information that would be privileged or protected from disclosure pursuant to any federal or state law. Nothing herein shall limit the Union's or the employee's right to obtain a subpoena for records or other documents or information.
- If an employee elects to proceed to discipline arbitration without the Union's determination to do so, the employee shall personally bear his or her respective share of the cost of arbitration.

9.2 Evaluations

The following procedures shall apply to evaluations of unit members:

- Unit members shall be evaluated by June 1st.
- A committee comprising District and Union representation shall be formed to recommend changes to the evaluation form(s). Until the revised form is finalized, the existing evaluation form will be utilized. A copy of the current evaluation form is annexed hereto as Appendix "A".
- All evaluations shall be conducted by an administrator/manager.
- All records of evaluations shall be kept in the employee's official file in the Superintendent's office. It is understood that each Principal may not keep an informal file on individual employees.
- Formal evaluations shall be conducted with the knowledge of the employee, but no advance notice shall be required.
- There will be no monitoring of employees by any electronic device without their consent.
- Within ten school days of receiving the evaluation, a conference with the administrator and the employee shall be held to discuss the evaluation.
- The employee shall have five school days after the conference to sign or write a reply. Any response shall be attached to the report. A signature shall be considered acknowledgment of receipt and not necessarily acceptance of its content.
- An employee has the right to review and make notes of items in their personnel file. Nothing shall be added to the file without the knowledge of the employee.
- If an employee is not meeting expectations, the opportunity to attend workshops, courses and conferences shall be offered by the District. All expenses for fees, mileage and meals shall be paid for by the District.
- The formal evaluation shall be conducted once a year.

ARTICLE 10 - PERSONAL MILEAGE

- 10.1 Any employee requested to use their personal vehicle for District business shall be compensated at the IRS rate per mile or such higher rate as the Board of Education shall approve.
- 10.2 No employee shall be required, as a condition of employment, to use their personal vehicle for District business; however, he or she may be required to use their personal vehicle to get from one District facility to another to perform their responsibilities.
- 10.3 Travel between schools shall be considered District business.

ARTICLE 11 - UNION SECURITY

- 11.1 Employees covered by this Agreement who fail to voluntarily acquire or maintain membership in the Union may provide authorization to the District, in writing, to deduct from their pay, a service charge to be paid to the Union as a contribution toward the negotiation and administration of the Agreement and the representation of such employees. The service charge shall be in the same amount and payable at the same time as the Union's and its affiliates' regular dues, and shall be deducted by the District from the employee's pay in accordance with the dues deduction provision of this Agreement. In the event an employee revokes such authorization, such service charge will no longer be deducted from the employee's pay.

The Union affirms that it has accepted such procedures for refund of agency shop fee deduction as required in Section 3, Chapter 677 and 678 of the Laws of 1977 of the State of New York. This provision for agency fee shall continue in effect so long as the Union maintains such procedure.

The District shall not be required to reimburse an employee any money deducted under this agency fee provision should the employee successfully litigate the return of agency fee deductions because of Association refund procedure defects.

11.2 Dues Deduction

- A. The District agrees to deduct from the salaries of its employees, dues and assessments for the Union and its affiliates as said employees individually and voluntarily authorize the District to deduct and to transmit said dues to the Union within seven days of the time of deductions.
- B. The Union shall submit to the District by September 1st each school year the amounts of dues and assessments to be deducted from each employee. Deductions shall commence in the second paycheck in September and shall be deducted in each paycheck, as indicated by the Union, as are the teachers.
- C. The Union will notify the District of any changes in said deductions no less than 14 days prior to the pay period in which the deduction changes are to take place.
- D. The District agrees that it will not accord dues deductions or similar check-off rights to any other organization until or unless such organization has been duly recognized or certified according to law.
- E. The District will provide for payroll deduction for NYSUT Member Benefits.

ARTICLE 12 - JOB SECURITY

12.1 Any employee to be excessed shall be given 40 calendar days notice prior to the effective date of their layoff. If such 40-day notice is not provided, the employee shall be paid at their regular daily rate of pay for such days not properly notified. There may be exceptions to this clause, if both the Association and the Superintendent's designee agree on a mutual time frame.

12.2 Part-time Teacher Aides shall not be employed to fill what could otherwise be a full-time position.

12.3 When filling a full-time Teaching Assistant position the District shall give preference to qualified part-time Teaching Assistants currently employed by the District.

12.4 The Superintendent and SESA President shall meet annually to discuss staffing levels.

12.5 The District will provide the SESA President a seniority list on a quarterly basis.

ARTICLE 13 - LEGISLATIVE APPROVAL

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 be effective until the appropriate legislative body has given approval.

SALARY SCHEDULE

Salary schedule attached as **Appendix B** hereto.

Unit members will receive a salary increase of 2% effective July 1, 2021, July 1, 2022, and July 1, 2023.

Longevity, based on the anniversary of the employee's date of hire, shall be paid as follows, effective July 1, 2021:

<u>Completed</u> Years of Service	Full-Time Amount	Part-Time Amount
5	\$750/yr.	\$375/yr.
10	\$1000/yr.	\$500/yr.
15	\$2000 /yr.	\$1000 /yr.
20	\$3000 /yr.	\$1500 /yr.
25	\$3250 /yr.	\$1625 /yr.
30	\$3500 /yr.	\$1750 /yr.

Longevity amounts are not cumulative.

Extra-Classroom Activities/Extracurricular Activities

An annual stipend will be paid to bargaining unit members assigned Extra-Classroom Activities/Extracurricular Activities as follows:

Cahill Elementary Extra-Classroom Activities: \$500.00

Morse Elementary Extra-Classroom Activities: \$500.00

Mt. Marion Elementary Extra-Classroom Activities: \$500.00

Riccardi Elementary Extra-Classroom Activities: \$500.00

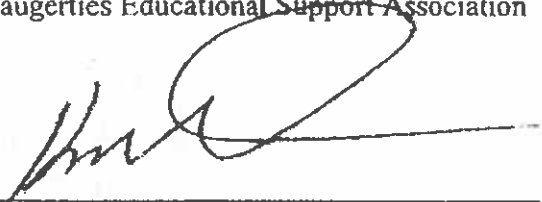
Junior High School Extra-Classroom Activities: \$1,352.00

Senior High School Extra-Classroom Activities: \$3,042.00

IN WITNESS WHEREOF, the parties hereto have ratified this Agreement as of the date below indicated and do place their hands and seals this 11th day of May, 2021.



Karin Maines
Saugerties Educational Support Association



Kirk Reinhardt
Superintendent of Schools



Robert Thomman
Board of Education President

SESA SALARY SCHEDULE

[illegible]

Cafeteria - Assistant Cook

Current Staff	Salary FT	2017-2018	2018-2019	2019-2020	2020-2021	2021-2022	2022-2023	2023-2024	2024
		INCREASE:	2%	2%					

Cafeteria - Cook

Current Staff	Salary FT	\$37,340.00	\$38,087	\$38,849	NON EPO Salary 2%	\$39,626	\$40,814	\$42,039	\$43,300
					EPO 20 Salary 3%	\$40,014	\$41,215	\$42,451	\$43,725
Staff A	Salary FT	\$45,729.00	\$46,644	\$47,577	NON EPO Salary 2%	\$48,528	\$49,984	\$51,484	\$53,028
					EPO 20 Salary 3%	\$49,004	\$50,474	\$51,989	\$53,548

Cafeteria - Part Time

Current Staff	Hourly PT	\$17.68	\$18.03	\$18.39	Hourly 2%	\$19.32	\$19.90	\$20.50
Staff A	Hourly PT	\$18.56	\$18.93	\$19.31	Hourly 2%	\$20.29	\$20.89	\$21.52

Clerical - Typists

Current Staff	Salary FT	\$39,601.00	\$40,393	\$41,201	NON EPO Salary 2%	\$42,025	\$43,286	\$44,584	\$45,922
					EPO 20 Salary 3%	\$42,437	\$43,710	\$45,021	\$46,372
					Hourly 2%	\$20.70	\$21.33	\$21.96	\$22.62

FT = 7.5 hours/day

PT = 3.75 hours/day

Staff A	Salary FT	\$40,591.00	\$41,403	\$42,231	NON EPO Salary 2%	\$43,076	\$44,368	\$45,699	\$47,070
					EPO 20 Salary 3%	\$43,498	\$44,803	\$46,147	\$47,531
					Hourly 2%	\$21.91	\$22.57	\$23.25	\$23.94

Staff B	Salary FT	\$42,232.00	\$43,077	\$43,939	NON EPO Salary 2%	\$44,817	\$46,162	\$47,547	\$48,973
					EPO 20 Salary 3%	\$45,257	\$46,614	\$48,013	\$49,453

Staff C	Salary FT	\$48,628.00	\$49,601	\$50,593	NON EPO Salary 2%	\$51,605	\$53,153	\$54,748	\$56,390
					EPO 20 Salary 3%	\$52,111	\$53,674	\$55,284	\$56,943

Clerical - Typists

Current Staff	Salary FT	\$40,728.00	\$41,543	\$42,374	NON EPO Salary 2%	\$43,221	\$44,518	\$45,854	\$47,229
---------------	-----------	-------------	----------	----------	-------------------	----------	----------	----------	----------

\$47,692

[illegible]

Clerical - Typists - 10 Months

Rate of Pay	Salary FT	\$33,003.00	\$33,663	\$34,336	NON EPO	Salary	2%	\$35,023	\$36,074	\$37,156	\$38,271
					EPO 20	Salary	3%	\$35,366	\$36,427	\$37,520	\$38,646

Clerical - Sr. Typists

[illegible]

Clerical - Stenographers

Rate of Pay	Salary FT	\$45,512	\$46,422	NON EPO	Salary 2%	\$47,351	\$48,771	\$50,234	\$51,741
				EPO 20	Salary 3%	\$47,815	\$49,249	\$50,727	\$52,249

Clerical - Stenographers
(Building Principal's Secretaries)

	Current Staff	Salary FT	\$45,750.00	\$46,665	\$47,598	NON EPO	Salary	2%	\$48,550	\$50,007	\$51,507	\$53,052
						EPO 20	Salary	3%	\$49,026	\$50,497	\$52,012	\$53,572
Staff A	Salary FT	\$53,081.00	\$54,143	\$55,226	NON EPO	Salary	2%	\$56,330	\$58,020	\$59,761	\$61,554	\$62,157
					EPO 20	Salary	3%	\$56,883	\$58,589	\$60,347		

Secretary (Special Ed Program)

EPO 20	Salary	\$46,544	\$47,940	\$49,379
--------	--------	----------	----------	----------

Special Ed Specialist

Staff A	EPO 20	Salary	\$43,645	\$47,044	\$48,455	\$49,909
Staff B	EPO 20	Salary	\$44,703	\$48,634	\$50,093	\$51,596

Network Support Specialist I

EPO 20	\$52,900	\$54,487	\$56,122	\$57,805
Salary				

Educational Data Facilitator

EPO 20	Salary	\$55,000	\$56,650	\$58,350	\$60,100