

AGREEMENT

BETWEEN

**THE SUPERINTENDENT OF SCHOOLS OF THE PINE PLAINS
CENTRAL SCHOOL DISTRICT, HEREINAFTER REFERRED TO
AS THE "DISTRICT"**

AND

**THE PINE PLAINS SCHOOL RELATED PERSONNEL, N.Y.S.U.T.,
HEREINAFTER REFERRED TO AS THE "UNION"**

JULY 1, 2020 - JUNE 30, 2023

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AGREEMENT, made this 3rd day of November, 2020, by and between

**THE SUPERINTENDENT OF SCHOOLS OF THE PINE PLAINS
CENTRAL SCHOOL DISTRICT, HEREINAFTER REFERRED TO AS
THE "DISTRICT",**

AND

**THE PINE PLAINS SCHOOL RELATED PERSONNEL, N.Y.S.U.T.,
HEREINAFTER REFERRED TO AS THE "UNION".**

ARTICLE I – PREAMBLE

- 1.1 It shall be the public policy of the Pine Plains Central School District and the purpose of this Agreement to promote harmonious and cooperative relationships between the Pine Plains Central School District and its employees, and to protect the public by assuring, at all times, the orderly and uninterrupted operations and functions of government.

ARTICLE II – RECOGNITION

- 2.1 The District agrees to recognize the Pine Plains School Related Personnel, N.Y.S.U.T., as the sole and exclusive bargaining agent for terms and conditions of employment and grievances arising thereunder for the maximum period of time in accordance with Section 208(c) of Article XIV of the Civil Service Law.
- 2.2 Agency Fee/Dues Deduction
 - 2.2.1 The Board shall deduct from the wages of employees and send to the Union regular membership dues for those employees who signed authorizations permitting such payroll deductions. The Board also agrees to deduct from the payroll such insurance premiums as may be authorized by the employees who elect to enroll in the programs available from the Union as fringe benefits of membership.
 - 2.2.2 The payroll deduction authorization and assignment are not a condition of employment and shall remain in effect unless the employee revokes the authorization by sending a written, signed notice of revocation via U.S. mail or personal delivery to the district.
 - 2.2.3 In the event an employee notifies the District that he or she has revoked his or her membership from the Association, the District must notify the Association of the member's statement within three (3) business days of the notice provided by the employee to the District. This information will be provided to the Association president and treasurer electronically and through internal mail system.
- 2.3 The Union affirms that it does not assert the right to strike against the District and agrees that it will not conduct any strike against the District and that it shall not assist or participate in any strike or impose an obligation upon its members to cause, instigate, encourage or condone a strike against the District.

ARTICLE III - COLLECTIVE BARGAINING UNIT AND UNIFORMS

- 3.1 The collective bargaining unit shall consist of all support staff excluding temporary help and summer help employed by the District, except the following who are excluded as management or confidential employees:

- Assistant Superintendent for Business and Finance
- Microcomputer System Director
- Superintendent's Secretary
- Payroll Clerk
- Account Clerk
- Tax Collector
- Treasurer
- District Office Receptionist/Typist
- Personnel Assistant
- Microcomputer Network Specialist
- Typist – IT Department

- 3.2. Mechanics, Cafeteria personnel, custodial and maintenance employees must wear uniforms at work, but may not wear uniform clothing during non-working hours, except to and from work. The District assures that all work clothes will be suitable in terms of comfort and fit. The uniform allowance will be in the amount of \$300 annually and payable as a reimbursement upon presentation of a receipt for the purchase or upon presenting a voucher to the District's selected uniform company. The uniform shall be the same in color and style for all uniformed employees in each department, with the color to be approved by the Superintendent of Schools or his/her designee. It is expected that the allowance will provide four (4) or more uniforms, that will be maintained by the employee. The allowance will be reimbursed upon completion of the employee's probationary term (as defined in the Dutchess County Personnel Rules) and annually thereafter.

The District shall reimburse up to \$150 per annum for steel toed shoes for those bargaining unit members who are identified by the District as being required to wear such shoes for their jobs.

ARTICLE IV - NATURE OF DISTRICT AND EMPLOYMENT

- 4.1 It should be recognized by all support staff that a school district is a rather unique organization. The school district does not manufacture any product or sell goods and services and hence does not create any profit. It cannot raise the price of its product to meet the rising costs of labor or the goods and services purchased from others. A school district exists for the benefit of the children and is supported by taxation. Employees are hired to the extent that they are needed to benefit the children. Some employees are needed on a full-time basis; others are needed only when the children are present; and some are needed only to a very limited extent when the children are present. It is incumbent upon the Board and the administration to keep costs as low as possible for the benefit of the

taxpayer and at the same time to provide as high a level of service as possible for the benefit of the children.

- 4.2 The District will pay all employees on an hourly basis and will pay only for hours worked. Whenever the work load or other conditions warrant, employees will be placed on a reduced time in an effort to be as economical as possible in this time of rising taxes and of inflationary economy, except as provided for at Article VIII, Sections 8.4 & 8.5.

It is the intent of the District to continue employing for a 40-hour week, those employees who presently work a 40-hour week on an annual basis. Those employees now holding a title in a category where new positions have been added, and where placement in the new category would result in a lower rate of pay, will be continued in their present title.

ARTICLE V - RIGHTS OF THE DISTRICT

- 5.1 The District shall have the sole and exclusive customary and usual rights, powers and functions to direct the employees, to hire, promote, suspend and to take disciplinary action, and to otherwise take whatever actions are necessary to carry out the mission of the District pursuant to existing practices, subject to the provisions of this Agreement. The District shall have the right to evaluate prior experience of new employees and to grant initial placement on the salary schedule above Step 1 if warranted.

ARTICLE VI - RIGHTS OF EMPLOYEES

- 6.1 Any employee covered by the provisions of this Agreement shall be free to join or refrain from joining the Union without fear of coercion, reprisal or penalty from the Union or the District.
- 6.2 Employees may join and take an active part in the activities of the Union without fear of any kind of reprisals from the District or its agents.
- 6.3.1 The District shall post conspicuously in all buildings a notice of all openings or opportunities for promotions for a period of five (5) days prior to publishing of a public notice of the opening in order that each employee may have the opportunity to apply if s/he is qualified for the position. A written notice of such openings will be given to the President of the unit.
- 6.3.2 All postings of unit positions will be mailed to the President of the Union at his/her home address when school is not in session. This provision shall not be grievable beyond the Board stage of the grievance procedure and it is agreed that the Arbitrator shall be without power to find a violation of this provision or issue an award regarding this provision, which is hereby deemed incorporated by reference within Article XXIII(2)(D)(c).
- 6.4 Where skill is not a factor, unit members shall be given a preference in filling summer positions, at the rate of pay offered, for such positions. If an employee's performance in a summer position is negatively evaluated, the employee may be removed from that summer

position only at the District's discretion, without recourse to either disciplinary arbitration as set forth in Article VIII, Section 8.2 or the grievance procedure set forth in Article XXIII.

- 6.5 Union members working on night shift may attend Union meetings without loss of pay provided that their work is satisfactorily performed.
- 6.6 All support staff will have the option of being paid over 24 pay periods.
- 6.7 At the beginning of October and February, the District will submit to the Union a list of all employees represented under the contract and new employees in the unit. The list will include the following categories: Name, address, title, date of hire, current step, hours worked daily, salary per hour, days paid per year, total salary, number of pays, annual dues and dues per payroll.
- 6.8 All new employees in the bargaining unit shall be given a print-out with the following: date hired, job title, step number, number of hours, hourly rate, job description with explanation of duties (also maintained in business office), copy of the current PPSRP Agreement and health benefit information, where applicable.
- 6.9 When a unit member is hired in a different capacity, s/he will be given a print-out with the following: original date of hire, step number, number of hours, hourly rate, job title, job description with explanation of duties (also maintained in business office), and health benefit information, where applicable.
- 6.10 The Union shall be given no less than sixty (60) minutes to conduct a general meeting of all members of the bargaining unit on the first day of the return of all staff for the new school year.
- 6.11 In lieu of Section 75 Civil Service Law proceedings, those bargaining Unit members who have rights to hearings pursuant to Section 75 of the Civil Service Law and non-competitive class employees after completing three (3) years of employment in such service in the District, hereby collectively waive the right to such hearing and in lieu thereof, shall be entitled to disciplinary arbitration to be held before one of the contractual arbitrators set forth in Article XXIII, Section 23.2.4.1.3, who shall be selected on a rotating basis as indicated at the arbitration step of the grievance procedure. The costs of the arbitration shall be borne equally by the parties. Apart from having a disciplinary arbitrator serve in lieu of a hearing officer under Section 75 of the Civil Service Law, all of the other procedural attributes of Section 75 of the Civil Service Law, including pay rights, shall be applicable to disciplinary arbitration. The decision of the disciplinary arbitrator shall be final and binding upon all parties. [Moved from 8.2]

ARTICLE VII - RECIPROCAL RIGHTS

- 7.1 The Board recognizes the rights of the employees to designate a representative of the Union to appear on their behalf to adjust salaries, working conditions, grievances and disputes as to the terms and conditions of employment and to visit employees during working hours.

Such employee representative shall also be permitted to appear at hearings before the Board upon the request of the employees.

- 7.2 The Board shall administer its obligations under this contract in a manner which shall be fair and impartial to all employees and shall not discriminate against any employee by reason of sex, nationality, race or creed.
- 7.3 The Union shall have the right to post notice and other communications on bulletin boards maintained on the premises and facilities of the Board. The Officers and Agents of the Union shall have the right to visit the Board's facilities for the purpose of adjusting grievances and administering the terms and conditions of this Agreement.
- 7.4 Employees who are designated or elected for the purpose of adjusting grievances or assisting in the administration of this Agreement shall be permitted a reasonable amount of time free from their regular duties to fulfill these obligations, without loss of pay; it shall be understood that these obligations have as their purpose the maintenance of harmonious and cooperative relations between the District and the employee and the uninterrupted operation of educational services.
- 7.5 The public part of Board agendas will be provided to the President of the Union in a timely fashion prior to school board meetings and mailed to his/her home during school recess periods. This provision shall not be grievable beyond the Board stage of the grievance procedure and it is agreed that the Arbitrator shall be without power to find a violation of this provision or issue an award regarding this provision, which is hereby deemed incorporated by reference within Article, Section 23.2.4.1.3. The Union President shall be promptly provided with copies of all approved Board of Education meeting minutes.

ARTICLE VIII - WORK DAY, WORK WEEK, OVERTIME, ETC.

- 8.1.1 The normal work day shall not exceed eight (8) hours exclusive of lunch and the normal work week shall in no event be in excess of 40 hours consisting of five consecutive work days. Employees shall have two consecutive 24-hour days off each week. In the event that an employee's normal work week is not Monday through Friday, the sixth and seventh days shall be considered as though they were Saturday and Sunday, respectively, for overtime pay purposes. Overtime compensation shall be paid at the rate of time and one-half for all hours beyond 40 hours worked per week. Work performed on holidays and Sundays shall be paid at the rate of double time. A holiday shall count as an eight hour day worked for the purposes of calculating overtime. For bus drivers, overtime shall be paid at the rate of time and one-half for bus driving work in excess of 8 hours performed in a single workday. With respect to all special education bus runs that involve layover time, the layover time shall be compensated at the regular rate of pay and count as hours worked for the purposes of computing overtime hours pursuant to this collectively negotiated agreement.
- 8.1.2 When school is not in session, the normal work day for all employees shall not exceed eight hours per day including lunch. It is clearly understood that this in no way constitutes a step towards a shorter work week for all personnel when school is in session.

- 8.2 All ten-month employees will be guaranteed 180 days of pay each school year, less days taken by such employee without pay. Effective July 1, 2018, all ten-month employees will be guaranteed 180 days of pay each school year, less days taken by such employee without pay, unless the assignment selected has fewer than 180 days. A day's pay shall be defined as pay for a full day of the employee's regularly scheduled hours. Benefits shall be provided to those employees who work four or more hours, five days each week.
- 8.3 It is necessary from time to time to close schools out of concern for the safety of the children or for educational purposes. In the event of an unplanned early dismissal, employees working in Seymour Smith, Cold Spring, or the Junior/Senior High School, may leave forty-five (45) minutes after the students have been dismissed or when their direct student related activities for the day have been completed, whichever is later. P.M. custodians shall only be required to work the same number of hours as the daytime custodians or shall be released earlier at the discretion of the Superintendent or his/her designee. Employees that, as a requirement of their employment, perform duties directly related to the reason for the closing, may leave only after they have completed all the necessary work. (For example, on occasions when closing early is caused by snow, employees responsible for snow removal may leave early after snow removal is complete.)
- 8.4 Twelve-month employees shall report to work on snow days and receive no additional compensation for such work. On snow days, said employees shall report by 10:00 a.m., unless emergency circumstances prevail, in which event, arrangements for reporting to work will be made with the immediate supervisor, which may include charging a vacation day or make-up work days if it is necessary for the employee to be absent for the day. In the event an outside authority (e.g., the Governor or County Official) declares a State of Emergency in the geographic area including the District, these employees do not have to report to work on the day of such an emergency and will suffer no loss in pay. If they are called in to work on any day of such emergency, they will receive premium pay totaling time and one-half.
- 8.5 Whenever a unit member is required to report to work after the regular hours of work or before the regular hours of work, he or she shall be paid at a minimum at their regular hourly rate of pay for at least one hour of "show up" time and shall be paid at the overtime rate of pay should the time required of him/her constitute over-time hours as defined in Article VIII, Section 8.1.1.
- 8.6 Any custodian normally scheduled to work the p.m. shift shall be scheduled to work the a.m. shift on any Superintendent Conference day, except to the extent that night activities are planned in the building on the night of the Superintendent's Conference Day.
- 8.7 Whenever the District delays the opening of school or closes school early, hourly employees shall be compensated as if they were at work for the full hours of their regular work day.

ARTICLE IX – SENIORITY

- 9.1 Seniority will start to accumulate at the date of hiring and shall accumulate by number of months worked. Ten-month employees shall accumulate ten months a year, twelve-month employees shall accumulate twelve months a year, etc.

9.2 Seniority will be used as a basis for offering over-time work, holiday assignments, extra bus runs and choice of vacation.

9.2(A) Seniority will be considered along with qualifications and experience when openings occur for promotion, additional positions or openings in existing positions. Seniority in reverse shall be used as a basis for reducing the work hours, placing employees on shorter work hours and/or assigning work in the absence of volunteers.

9.2(B) The following shall apply to custodial workers. The most senior person shall have the right to choose any and all extra assignments from the initial posting that is provided for athletic events and for extra assignments that are known in advance, i.e., Agriculture Day, theatrical plays/shows, toy show, etc. After each most senior member's declination, the assignment offering shall rotate down the list until all jobs on that list are filled with each person assigned by seniority. As the new season of sports schedule is provided, that list will be put out starting at the top of the seniority list. If additional extra assignments are available after the season list is finalized, and the assignment is known twenty-four (24) hours in advance, the most senior staff member will be offered the job. If declined, the assignment will go to the most senior staff member willing to accept it. If known less than twenty-four (24) hours in advance, the supervisor may offer the assignment on an equitable basis.

If someone has been assigned to an extra assignment and then removes themselves from the assignment, that extra assignment shall be re-posted and the most senior unit member within the department who volunteers for it shall be assigned. If this occurs within 24 hours of the assignment, the assignment will not be reposted. It will be assigned by the supervisor in a manner equitable to all custodial staff. If someone has been assigned and removes themselves from the assignment within 24 hours of the assignment *without a legitimate reason* more than two (2) times, that person may be removed from the assignment rotation until the next list of assignments is posted. This by no means removes that person from their seniority position in the district.

9.3 Special rules for assigning certain bus driving work in the event of the absence of regular bus drivers shall appear at Appendix "E".

9.4 Seniority shall accumulate in the District by time served in a job classification. Part-time service shall also be added into the seniority calculation provided that there is no break in service between part-time and full-time service. Part-time service shall be prorated when applied to seniority. Seniority on a District-wide basis shall apply to eligibility towards longevity.

9.5 When two employees are appointed on the same day, the one who commences work first shall be deemed the more senior. If work was commenced on the same day and creditable seniority remains equal, the one whose name first appears on the agenda for appointment shall be deemed the more senior.

ARTICLE X – LAY-OFFS AND RECALL

- 10.1 Lay-offs shall be effectuated by laying-off the least senior employee(s) in the job classification of the position(s) being abolished. The affected employee shall be entitled to at least thirty (30) calendar days' notice of lay-off.
- 10.2 The employee(s) affected by the abolition of position(s) shall be entitled to bump the employee(s) in the next lower job classification in the category who possess less category seniority. Any employee who is bumped by reason of an intra-category lay-off shall have the right to bump within the category as if s/he had his/her position abolished.
- 10.3 There shall be no right to bump 'upstream' within the category.
- 10.4 There shall be separate seniority systems for full-time and part-time employees in each category. If a full-time employee's position is abolished, s/he shall have the right to bump the least senior part-time employee in the same job classification or the next lower job classification existing which is filled with a part-time employee regardless of the relative seniority of the part-time employee to such full-time employee. Any full-time typist may bump into a part-time typist's position, regardless of the relative seniority.
- 10.5 Any laid-off employee shall be recallable to the same or lower position in the job category from which s/he was laid-off which becomes vacant after the time of his/her lay-off.
- 10.6 The declination of recall to the same position from which the lay-off occurred shall be deemed a voluntary quit from employment.
- 10.7 Notice of recall shall be made in writing, by certified mail, return receipt requested. Failure to respond within fourteen (14) calendar days of the date of mailing of the notice of recall shall be deemed a declination.
- 10.8 Recall rights shall exist for two (2) years from the date of lay-off. Thereafter, the employee shall be deemed to have voluntarily quit from employment.
- 10.9 If an employee is placed in a lower job classification by reason of lay-off or recall, s/he shall be placed on the corresponding step of the wage schedule in the lower job classification.
- 10.10 Seniority shall be defined as the length of continuous service in the job category reduced by periods of unpaid leaves and unpaid days of absence. Continuous service shall be deemed broken by any period of unpaid leave in excess of one year or following resignation for a period of time in excess of one year.

10.11 The job categories shall be as follows:

I

Bus Driver (CDL[A] or [B])
Bus Driver (CDL[C])

II

Maintenance Worker
Custodian
Custodial Worker
Custodial Worker/Substitute Bus Driver
Custodial Worker/Bus Driver
Laborer/Bus Driver
School Courier/Custodial Worker

III

Full-time Typist
Full-time Clerk
Part-Time Typist
Part-time Clerk

IV

Teacher Aide
School Monitor

V

Cook Manager (Head Cook)
Cook (Assistant Cook)
Senior Food Service Worker
Food Service Worker

VI

LPN

VII

Automotive Mechanic
Automotive Mechanic Helper

VIII

Health Aide

NOTE: Competitive class unit members' lay-off and recall rights are governed by statutes and regulations which are not a part of this agreement. [This note is neither grievable nor arbitrable.]

ARTICLE XI – TIME CLOCK

- 11.1 All employees will be paid by the hour and only the hours worked, except as otherwise provided. Employees will check in and check out on a time clock to be provided by the District.
- 11.2 There shall be a five (5) minute grace period on punching in or out on the time clock before an employee shall be subject to loss of fifteen (15) minutes' pay.

ARTICLE XII – HOLIDAYS

- 12.1 Fourteen guaranteed paid holidays shall be observed for all twelve-month employees. They shall be:

New Year's Eve	Labor Day
New Year's Day	Columbus Day
Martin Luther King Jr.'s Birthday	Veteran's Day
*President's Day	Thanksgiving Day
Good Friday	Day after Thanksgiving
Memorial Day	Christmas Eve
Independence Day	Christmas Day

* if necessary, Presidents' Day will be a make-up work day if school is in session and pay shall be at the rate of time and one-half for all hours worked. This day shall count towards the 180 workday provisions in this Agreement.

- 12.2 If the holiday falls in a vacation period or on a Saturday or Sunday and is not observed on the preceding Friday or following Monday, the employee will be allowed a compensatory day that is mutually convenient to both District and Employee.

ARTICLE XIII – VACATIONS

- 13.1 Twelve-month employees shall be entitled to accumulate vacation at the rate of 5/12th days per month during the first year of service and at the rate of 10/12ths of a day per month during the second year of service through the fifth year of service. One day of additional vacation will be added each year after five years, accumulating to four weeks after the fourteenth year of service.
- 13.2 Ten-month employees who become twelve-month employees of the District shall be credited for vacation entitlement purposes by multiplying the number of years served in the District by the fraction of 10/12ths.
- 13.3 Except for custodial and maintenance workers, all vacations should be taken during the period when school is not in session. Vacation requests made for periods when school is in session will be considered on a case-by-case basis considering the staffing needs of the District.
- 13.4 Vacation time may be accumulated to a maximum of four weeks. Employees entitled to more than two weeks' vacation must take a minimum of two weeks annually. Special arrangements must be made before an employee will be allowed to take four consecutive weeks of vacation time.

ARTICLE XIV - SICK LEAVE POLICY

- 14.1 Sick leave will accumulate at the rate of one day per month to a maximum of 190 days. A unit member may use up to five (5) days per year for illness in the immediate family (household member).
- 14.2 Additional provisions to the sick leave policy in cases of single sustained illness or accident.

- 14.2.1 In order to provide a reservoir of days to cover subsequent long-term illness, the Board shall review each case. They will consider such items as the nature of the illness, the need for medical attention, and the nature and length of confinement.
- 14.2.2 If it seems warranted, the Board will:
- 14.2.2.1 Allow the employee to use one-half of his/her accumulated sick leave and not be charged any additional sick leave for the remainder of that absence during the current school year. The employee shall utilize all of his/her accumulated sick leave before applying for extended sick leave benefits.
- 14.2.2.2 The employee shall be retained at full pay for the remainder of his/her illness or accident period or until the end of that school year, whichever is earlier.
- 14.2.2.3 Any longer period of payment will only take place after a second Board review.
- 14.2.2.4 The unused portion of the sick leave shall remain intact for the duration of the illness or accident and would begin to accumulate again upon the return of the employee to service.
- 14.2.2.5 This benefit shall be limited to sixty (60) days in the aggregate.
- 14.3 The District may request a doctor's certificate to substantiate any claim against sick leave by the employee if absent three or more days.
- 14.4 It is the responsibility of the employee to notify the District at least two hours before s/he is scheduled to report for work if s/he is unable to report for work. Failure to do so will result in loss of pay rather than sick leave until the District is notified.
- 14.5 Employees who have suffered a serious and/or debilitating accident or illness which has resulted in four weeks loss of work may be required to provide the District with a doctor's estimate of ultimate ability to return to work or apply for disability retirement or terminate their employment.
- 14.6 The sum of \$285.00, effective July 1, 2006, shall be paid to those unit members who do not use any personal leave and sick leave during any school year and the sum of \$75.00, effective July 1, 2006, shall be paid to those unit members who do not use more than two (2) personal leave and sick leave days during any school year.
- 14.7 Bargaining unit members with at least 100 days of accumulated sick leave on June 30th prior to their year of retirement from the District shall be paid \$75.00 for each day accumulated between 166 and 190. FMLA days shall be exempted from the count of days used. Monies derived from this provision shall be paid into the employee's Section 403(b) IRC tax sheltered annuity, in a manner consistent with law.

ARTICLE XIV-A - SICK LEAVE FOR PART-TIME EMPLOYEES

14-A.1 Part-time unit members who work fewer than four (4) hours per day shall be entitled to the following: In the first year of the agreement, unit members with one (1) to three (3) years of service shall have four (4) sick leave days. In the second and subsequent year of the agreement, unit members with one (1) to three (3) years of service shall have five (5) sick leave days.

In the first year of the agreement, unit members with four (4) or more years of service shall have five (5) sick leave days. In the second year and subsequent year of the agreement, unit members with four (4) or more years of service shall have six (6) sick leave days.

14-A.2 The benefit of Article XIV, Section 14.6 shall apply to part-time unit members who qualify.

14-A.3 Part-time unit members shall have their unused sick leave days placed into a personal accumulation account that shall have a cap of 25 accumulated sick leave days.

ARTICLE XIV-B - USE OF LEAVE ACCRUALS (VACATION, SICK AND PERSONAL LEAVE)

14-B.1 The District, when approving time off, will do so in full and half day blocks only.

14-B.2 Employees who need two (2) hours or less may request to come in early and leave early or come in late and leave late.

14-B.3 The employee may request to make up the time during the same pay period.

14-B.4 The employee's Supervisor may approve leaving early or coming in late one (1) hour, for services previously rendered. Administrators will be encouraged to do so and will be shown how this should be done. The approval will always be the option of the Administrator.

ARTICLE XV - PREGNANCY RELATED DISABILITY

15.1 A pregnant employee may use sick leave, as provided for in this Agreement, to the extent of her sick leave entitlement for any period of pregnancy-related disability. Proof of such disability may be requested by the District in the form of a doctor's certificate.

ARTICLE XVI - CHILD CARE LEAVE

16.1 Upon the birth or adoption of a child, an employee may apply for a child-rearing leave, the duration of which shall be no more than two years, plus the length of time remaining between the date and the start of the next school year.

16.2 The total number of years that may be used in the aggregate by any unit member for child care/adoption leave shall not exceed five years during their career.

ARTICLE XVII - PERSONAL LEAVE

17.1 A personal leave will be granted without loss of pay upon the approval of the Administration upon at least three work days' prior notice, without a reason required on up to three days per school year for twelve-month employees and up to two days per school year for ten-month employees. The use of personal leave should be for a reason beyond the control of the individual employee such that the matter may not be attended to after the regular hours of work. Personal leave days may not be used to extend a weekend, holiday, recess or vacation period unless there are extenuating circumstances whereby the Superintendent or his/her designee shall have the discretion to approve such a leave day request. The decision of the Superintendent of Schools or his/her designee to deny a leave day before or after a weekend, holiday, recess or vacation period shall be final and binding upon all parties and not subject to review under Article XXIII of the parties' Collective Bargaining Agreement.

In addition, employees shall be entitled to take one personal leave day without pay each school year subject to the same notice requirements and other conditions as set forth above.

Notwithstanding the above, emergency personal leave days may be granted in addition to those specified above for a compelling reason given in writing to the Superintendent of his/her designee for approval or disapproval. An emergency shall include, but is not limited to, emergencies at the member's place of residence that needs immediate attention, travel-related emergencies or accidents. Such decision shall not be grievable.

It is clearly understood by all parties to this Agreement that personal leave is never to be used for doctor's or dental appointments (these items are more properly covered under sick leave), shopping, personal recreation (such as hunting, fishing, golfing, skiing, etc.), babysitting with spouse or children (for minor illnesses, colds, toothaches, and other routine affairs) or for the extension of any holiday period.

17.2 Long-Term Personal Leave of Absence: A one-year leave of absence without pay shall be granted upon request for the individual employee's health reasons or immediate family hardships only.

17.3 Part-time employees shall be entitled to one personal leave day per school year, subject to the restrictions set forth in Article XVII, Section 17.1.

ARTICLE XVII(A) - BEREAVEMENT LEAVE

17-A.1 Each employee shall be allowed up to five bereavement leave days per immediate family member occurrence. Immediate family shall be defined as mother (step), father (step), grandmother, grandfather, grandson, step-grandson, step-granddaughter, granddaughter, brother, sister, children, spouse, domestic partner (DEHIC definition) mother-in-law, father-in-law, aunt, uncle, legal guardian. With respect to aunts, uncles, brother-in-law, and sister-in-law, the number of days per bereavement event shall be limited to one (1).

ARTICLE XVIII - RETIREMENT PLAN

- 18.1 The District shall continue to participate in the non-contributory New York State Employees Retirement Plan 75-E and also fund Plan 75-I for those unit members who are eligible.
- 18.2 The District shall continue to participate in the improved death benefit of the New York State Retirement Plan under Section 60-B.
- 18.3 The District shall participate in subdivision (j) of Section 41 of the Retirement and Social Security Law which allows additional service credit towards retirement for accumulated sick leave.

ARTICLE XIX - HEALTH INSURANCE

19.1 Health Insurance

The District shall provide health insurance after sixty (60) days of employment to unit members who work twenty (20) or more hours per week. The health insurance provided by the District will be through the DEHIC Alternative PPO or the New York State Health Insurance Plan, with comparable benefits, at its option. New unit members hired on or after October 4, 2017 shall be eligible for enrollment in the DEHIC Alternative PPO. The District shall no longer offer HMOs insurance through MVP and CDPHP after the next open enrollment period for those unit members who are enrolled in such HMOs when they may switch their enrollment to the DEHIC Alternative PPO. Any premium cost of said HMOs that exceeds the cost of the DEHIC Alternative PPO individual and family premium costs shall be paid for by said enrollees, in addition to the employee premium contribution requirements as set forth in the income based tiers applicable to employees enrolled in the DEHIC Alternative PPO. Unit members shall contribute towards the cost of individual and family coverages based upon the following scale, as well as any excess cost of HMO premiums beyond the District’s funding requirements:

Premium Contribution Individual or Family

<u>Previous Years*</u>	Effective	Effective	Effective
<u>Total Compensation</u>	<u>7/1/20</u>	<u>10/4/21</u>	<u>7/1/22</u>
\$43,697 or more	16.0%	16.5%	17.0%
\$27,313 - \$43,696	14.0%	14.5%	15.0%
\$15,607 - \$27,312	11.5%	12.0%	12.5%
\$15,606 or less	10.0%	10.5%	11.0%

The District shall implement EPO 20 coverage through DEHIC, at the employee’s sole option to select, with the following employee premium contribution requirements:

* Annual pay includes base pay, overtime, holiday assignments, extra bus runs, longevity and the night shift differential, where applicable.

Premium contribution, individual or family EPO 20 Plan

<u>Previous Years*</u>	Effective	Effective	Effective
<u>Total Compensation</u>	<u>7/1/20</u>	<u>7/1/21</u>	<u>7/1/22</u>
\$43,697 or more	6.5%	6.5%	6.5%
\$27,313 - \$43,696	5.5%	5.5%	5.5%
\$15,607 - \$27,312	4.5%	4.5%	4.5%
\$15,606 or less	4.5%	4.5%	4.5%

Bargaining unit members hired after July 1, 2000 shall be required to work full-time for at least fifteen (15) years in the District to be entitled to District-funding of health insurance premiums during the time of their retirement, on the same basis that the District has provided premium payments for retirees who worked for at least ten (10) years of full-time service in the District prior to the time of retirement.

Newly hired employees shall contribute towards the cost of individual and family coverages based on their annualized salary for their initial year of employment. Contribution commencing with the school year following the school year of hire shall be based on the prior school year's salary (annualized, where the entire previous school year has not been worked) plus any overtime, extra time, extra bus runs, holiday assignments, and night shift differential earned in the prior school year, where applicable.

Dual Coverage Restriction:

In the event that a unit member and his/her spouse are both eligible to participate in the District Health Insurance Plan(s), their participation shall be restricted to a single family coverage or two (2) individual coverages. In the event that a single family coverage is opted for, there shall be an entitlement to payment of a mandatory health insurance buy-out in the amount referenced in paragraph "3" below. In the event of the death of the insured spouse after the time of retirement of both spouses from the District, the surviving spouse shall be entitled to individual or family coverage, if applicable, in the District's Plan(s).

19.2 Dental Insurance

Any member of this bargaining unit may elect to participate in the Dental Plan offered by the Pine Plains Central School District to its employees, at no cost to the employees.

19.3 Health Insurance Buy-Out. Unit members who are otherwise health insured, may opt-out from coverage in the School District's plan(s) upon filing written notice for exercising the option, with proof of other health insurance, by June 1st and July 1st, respectively.

Buy-Out Schedule effective July 1, 2020:

<u>Number of Buy-Outs</u>	<u>Amount</u>
1 to 13	\$1,800.00
14 to 15	\$2,000.00
16 or more	\$2,200.00

If the number declines, the lower rate shall be effective but in no event less than \$1,800.00,

Re-entry shall be allowed at any time subject only to the rules governing the health insurance plan(s). Upon re-entry, the unit member shall reimburse the District on the basis of 1/12th of \$1800.00 for each of those months remaining in the one year period during which the District's insurance plan(s) will provide coverage. Reimbursement shall be required on the same pro-rated basis for any unit member who resigns or retires during the period for which a buy-out payment has been made. Upon failure to pay the reimbursement, the District may recoup from unpaid salary the amount owed by the unit member.

- 19.4 Effective with the 2017-18 school year, the District shall allow employees to carryover the maximum permitted by Section 125 of the Internal Revenue Code after the plan year ends, and to use the remaining funds for qualified flexible spending plan expenses.

ARTICLE XX – WAGES

- 20.1 2020-21: Step plus 1.5% applied to all cells on the 2019-20 salary schedule
 2021-22: Step plus 1.5% applied to all cells on the 2020-21 salary schedule
 2022-23: Step plus 1.5% applied to all cells on the 2021-22 salary schedule

For 2020-21 a ninth step shall be added to all positions on the salary schedule. The increment for the ninth step shall be the average of the increments for that position in steps one through eight.

For 2021-22 a tenth step shall be added to all positions on the salary schedule. The increment for the tenth step shall be the average of the increments for that position in steps one through nine.

For 2022-23 an eleventh step shall be added to all positions on the salary schedule. The increment the eleventh step shall be 1.5%.

- 20.2 Unit members eligible to advance a step on the wage schedule shall do so each year. Retroactive payments shall be made to employees on payroll as of the date of ratification of this agreement as well as to any employee who retired after July 1, 2020, but before the date of ratification.

For a unit member to advance a step on the wage schedule, he or she must have worked more than one-half of the work days of the prior work year.

- 20.3 Extra bus trips for extra-curricular activities shall be paid at the regular rate of pay, and at the overtime rate when required by law.
- 20.4 Bus drivers shall be paid straight time for runs on Saturdays, except that overtime shall be paid when required by law.
- * This proposal shall clarify that bus drivers will be paid double time on Sundays and holidays according to Article VIII.
- 20.5 When necessary, overnight bus trip assignments shall be made on an involuntary basis by utilizing the inverse order of seniority.
- 20.6 Meal allowance is paid to bus drivers to defray the costs of meals on an overnight trip as follows: Effective July 1, 2009: Breakfast \$10.00, Lunch \$11.00, Dinner \$19.00. Dinner allowance of \$19.00, effective July 1, 2009, for a trip that requires out-of-District driving after 5:00 p.m., if the bus stops for dinner. Receipts shall be turned in to the Supervisor following the expenditure by the employee and there will be no reimbursement for taxes.
- 20.7 Differentials:
- 20.7.1 Custodians working on night shift will receive a pay differential as follows: Effective July 1, 2014 - \$.41 per hour; Effective July 1, 2016 - \$.42 per hour.
- 20.7.2 Aides shall receive a pay differential as follows: Effective July 1, 2014 - \$153 per annum; Effective July 1, 2015 - \$155 per annum and Effective July 1, 2016 - \$158 per annum.
- 20.8 Bus Drivers shall be paid all hours worked on overnight trips (i.e., driving time, when bus is accessible to students or when the driver must attend to the bus).
- 20.9 For each hour clocked to the bus garage for the purpose of driver coverage, Custodial Worker/Bus Drivers or other unit members serving in that capacity will be paid a premium of \$1.00 per hour.
- 20.10 The District will reimburse Custodial Worker/Bus Drivers and the other unit members serving in that capacity the difference between the New York State Class B renewal fee and the operators license fee upon renewal and submission of proper documentation for reimbursement.
- 20.11 The following rules shall apply to the accumulation and use of compensatory time by unit members:
- 20.11.1 10-Month and 12-month employees shall be entitled to compensatory time in lieu of approved overtime.
- 20.11.2 10-Month and 12-month employees may, but are not required, to request compensatory time in lieu of overtime, with the limitations set forth below.

20.11.3 Prior approval for the use of earned compensatory time must be granted by the employee's immediate supervisor. A request for the use of compensatory time must be made on the District's Leave Request form with the number of hours requested and the notation "comp time."

20.11.4 Before granting approval for the use of earned compensatory time, the immediate supervisor must determine that the use of such time will not negatively impact the operation of the school district.

20.11.5 Before approving the use of earned compensatory time, the immediate supervisor must verify that the employee has actual accumulated compensatory time in his or her account with the Payroll Department.

20.11.6 No employee may accumulate more than 40 hours of earned compensatory time per fiscal year.

20.11.7 Employees may carry over a maximum of 40 hours of earned compensatory time from one fiscal year to the next.

20.11.8 The opportunity to request compensatory time in lieu of overtime is not intended to deprive any unit member of his or her right to receive one and one half times his/her rate of pay for hours worked beyond 40 hours per work week, as required under the Fair Labor Standards Act.

20.12 A unit member who is appointed to the following positions in a particular year during the life of this agreement shall receive the following sum on a one-time/non-recurring basis:

Data Supervisor:	\$1,650
AHERA Designee	\$2,000.00
Asbestos Designee (AHERA):	\$1,425.00
Asbestos Licensed	\$1,000

20.13 The District shall pay for the cost of the required pre-employment fingerprinting.

20.14 Any employee scheduled to work on any of the dates listed under Article XII shall be compensated at double time for all hours worked on any such day.

20.15 All pay shall be made by the District through direct deposit into the employee's designated account and the employees shall receive print-outs of their pay stubs on the designated pay date.

ARTICLE XXI - LONGEVITY INCREMENT

- 21.1 After seven (7), eleven (11), fifteen (15), seventeen (17), twenty (20) and twenty-five (25) years of full-time employment, on the anniversary date of employment, the employee will receive an additional longevity payment as shown on Appendix "D". After seven (7), eleven (11) and fifteen (15) years of part-time employment, on the anniversary date of employment will receive longevity on a separate payment schedule as shown on Appendix "D".

ARTICLE XXII - WORKERS' COMPENSATION

- 22.1 Employees covered hereunder who are injured at school in the course of their employment and thus entitled to workers' compensation payments shall be compensated in the following manner:
- 22.1.1 Any payment received as workers' compensation benefits for absence for which the employee receives full sick leave pay will be returned to the District so long as the employee receives full salary.
- 22.1.2 The employee shall be entitled to retain any workers' compensation benefits for any period for which sick leave pay is not paid or payable.
- 22.2 Sick leave shall be reinstated for money returned from workers' compensation on a pro-rated basis.

ARTICLE XXIII - GRIEVANCE PROCEDURES FOR SCHOOL EMPLOYEES

- 23.1 A grievance shall be a complaint by any employee in the unit, or by a group of employees in the unit or by the unit representative that there has been a violation, misinterpretation or inequitable application of any provision of this agreement in regard to him, her, them or it.
- 23.2 A grievance shall be processed in the following stages:
- 23.2.1 Stage I: An aggrieved party shall present a grievance to his or her Immediate Supervisor who shall render a written determination to the aggrieved party within a period of two days.
- 23.2.2 Stage II: Within fifteen (15) days of the disposition of the grievance at Stage I, the grievant may appeal in writing to the Superintendent.
- 23.2.3 Stage III: Within fifteen (15) days after the disposition of the grievance at Stage II, the grievant may appeal in writing to the Board of Education Grievance Committee.

A meeting of the parties for the purpose of presenting mutual positions shall be held on three days' notice at Stages II and III within fifteen (15) days of the receipt of the grievance at those levels. A written decision with supporting reasons shall be rendered to the grievant and the unit representative in each instance within fifteen (15) days of such meeting. The

grievant shall also have the right to appeal to the next stage if no meeting is held within the time allowed or if no decision is rendered within the time allowed.

23.2.4 Stage IV: Arbitration

23.2.4.1.1 If the aggrieved party is not satisfied with the decision at Stage III, the unit representative may submit the grievance to arbitration within 15 days of the decision at Stage III.

23.2.4.1.2 The following arbitrators are designated as arbitrators for the life of the agreement and shall be assigned on a rotational basis provided that the arbitrator shall be available within 60 calendar days.

23.2.4.1.3 The decision of the arbitrator shall be final and binding upon all parties and shall be rendered within 30 days of the close of the hearing. The arbitrator shall be empowered to interpret and apply the provisions of the existing agreement, but shall have no power to add to, subtract from, disregard, alter or modify any of the terms of this Agreement.

1. Jeffrey Selchick
2. Carol Wittenberg
3. Bonnie Siber Weinstock
4. Howard Edelman

23.2.4.2 The costs of the services of the arbitrator, including expenses, if any, will be borne equally by both parties.

23.2.4.3 An employee shall have the right to present grievances in accordance with these procedures, free from coercion, interference, restraint, discrimination or reprisal.

23.2.4.4 An employee shall have the right to be represented in each stage of the procedures by a person or persons designated by the unit representative.

23.2.4.5 All meetings shall be confidential.

23.2.4.6 If a grievance affects a group of employees or appears to be associated with system-wide policies; or where no remedy can be provided to the grievant(s) at stage I, it may be submitted by the unit representative directly at Stage II described above. Where a grievance arises as a direct result of an action of the Board of Education, the grievance may be submitted directly at Stage III.

23.2.4.7 Nothing contained herein shall be construed as limiting the right of the individual having a grievance to discuss the matter informally with any appropriate member of the administration and having the grievance informally adjusted without the intervention of the unit representative. In the event that any grievance is adjusted without formal determination, pursuant to this procedure, such adjustment shall be binding upon the aggrieved party and shall, in all respects, be final. Said adjustment shall, in no event,

however, create a precedent or ruling binding upon either of the parties to this Agreement in future proceedings.

- 23.2.4.8 No grievance as described herein will be entertained, and such grievance will be deemed waived unless the grievance is forwarded at the first available stage within 30 working days after the employee knew or should have known of the act or condition on which the grievance is based. A working day shall mean a day during which employees of the District are working.
- 23.2.4.9 Since it is important to good relationships that grievances be processed as rapidly as possible, every effort will be made by all parties to expedite the process. The time limits specified for either party may be extended only by mutual agreement.
- 23.2.4.10 If a decision at one stage is not appealed to the next stage of the procedure within the time limit specified, the grievance will be deemed to be discontinued and further appeal under this Agreement shall be barred.
- 23.2.4.11 The preparation and processing of grievances, insofar as practicable, shall not be conducted during the hours of employment. All reasonable effort will be made to avoid interruption of work activity in any phase of the grievance procedure.

ARTICLE XXIV – LEGISLATIVE APPROVAL

- 24.1 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 THEREFOR, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

ARTICLE XXV – PAST PRACTICES

- 25.1 Any rights, privileges, or benefits already accorded to the employees of the Pine Plains School Related Personnel Unit not specifically altered by this Agreement shall not be rescinded as a result of this Agreement. If any court judges any part of this contract illegal, the remainder of the contract shall remain in force as if illegal action never existed.

ARTICLE XXVI - DURATION OF CONTRACT AND REOPENER

26.1 This Agreement shall become effective as of July 1, 2020 and continue in effect through June 30, 2023. The Union agrees that all negotiable items have been discussed during the negotiations will not be reopened on any item, whether contained in this Agreement or not, during the life of this Agreement.

Incorporate all Memoranda of Agreement negotiated between the parties that have not sunset or do not conflict with the revised Agreement.

BY: _____
PRESIDENT, PINE PLAINS SCHOOL
RELATED PERSONNEL, N.Y.S.U.T.

BY: _____
SUPERINTENDENT OF SCHOOLS
PINE PLAINS CENTRAL SCHOOL
DISTRICT

APPENDIX C
HOURLY RATE SCHEDULE 2020-2021

SRP HOURLY RATE SCHEDULE - 2020-2021

STEP		1	2	3	4	5	6	7	8	9
FOOD SERVICE										
Head Cook	F1	\$19.46	\$20.02	\$20.60	\$21.16	\$21.75	\$22.31	\$22.90	\$23.47	\$24.09
Cook	F5	\$18.40	\$18.95	\$19.50	\$20.04	\$20.58	\$21.14	\$21.66	\$22.20	\$22.79
Assistant Cook	F2	\$17.37	\$17.88	\$18.38	\$18.91	\$19.42	\$19.94	\$20.43	\$20.93	\$21.49
Sr. Food Service Helper	F3	\$14.70	\$15.18	\$15.66	\$16.17	\$16.66	\$17.12	\$17.59	\$18.08	\$18.61
Food Service Helper	F4	\$13.75	\$14.19	\$14.65	\$15.11	\$15.56	\$16.03	\$16.49	\$16.93	\$17.43
HEALTH										
Nurse, LPN	H2	\$23.02	\$23.70	\$24.41	\$25.16	\$25.90	\$26.69	\$27.48	\$28.32	\$29.16
CLERICAL										
Typist	C1	\$17.78	\$18.32	\$18.85	\$19.36	\$19.89	\$20.41	\$20.92	\$21.45	\$22.02
Clerk	C2	\$15.46	\$15.96	\$16.41	\$16.92	\$17.43	\$17.94	\$18.41	\$18.93	\$19.48
BUILDINGS & GROUNDS										
Principal Maintenance	B1	\$22.75	\$23.28	\$23.84	\$24.40	\$24.96	\$25.52	\$26.06	\$26.62	\$27.22
Senior Maintenance	B2	\$21.11	\$21.64	\$22.16	\$22.73	\$23.26	\$23.80	\$24.35	\$24.90	\$25.48
Head Custodian	B3	\$20.14	\$20.72	\$21.23	\$21.79	\$22.35	\$22.91	\$23.45	\$23.98	\$24.58
Maintenance Worker	B4	\$19.70	\$20.25	\$20.79	\$21.34	\$21.86	\$22.42	\$22.94	\$23.51	\$24.10
Custodial Worker	B5	\$18.72	\$19.27	\$19.78	\$20.33	\$20.83	\$21.37	\$21.89	\$22.44	\$23.02
Custodial Worker / Bus Driver	B6	\$18.72	\$19.27	\$19.78	\$20.33	\$20.83	\$21.37	\$21.89	\$22.44	\$23.02
Courier / Custodial Worker	B7	\$17.17	\$17.66	\$18.18	\$18.69	\$19.20	\$19.70	\$20.24	\$20.75	\$21.31
Maintenance Helper	B8	\$17.17	\$17.66	\$18.18	\$18.69	\$19.20	\$19.70	\$20.24	\$20.75	\$21.31
Custodian	B9	\$19.44	\$20.01	\$20.51	\$21.07	\$21.60	\$22.15	\$22.68	\$23.22	\$23.81
<i>Custodial Worker Night Adjustment: \$.45 per hour, effective July 1, 2019</i>										
TRANSPORTATION										
AUTO MECHANIC	T1	\$22.75	\$23.28	\$23.84	\$24.40	\$24.96	\$25.52	\$26.06	\$26.62	\$27.22
AUTO MECHANIC - Helper	T2	\$21.37	\$21.91	\$22.47	\$23.04	\$23.59	\$24.16	\$24.69	\$25.26	\$25.87
Bus Driver	T3	\$19.50	\$20.13	\$20.79	\$21.43	\$22.09	\$22.73	\$23.33	\$23.98	\$24.69
Chauffer (Sm Bus Driver)	T4	\$19.50	\$20.13	\$20.79	\$21.43	\$22.09	\$22.73	\$23.33	\$23.98	\$24.69
Bus Monitor	T5	\$15.46	\$15.96	\$16.43	\$16.92	\$17.43	\$17.94	\$18.41	\$18.93	\$19.48
Bus Driver / Dispatcher	TD	\$18.06	\$18.56	\$19.04	\$19.56	\$20.06	\$20.57	\$21.06	\$21.56	\$22.10
Office Assistant / Bus Driver	TC	\$15.49	\$16.00	\$16.45	\$16.95	\$17.46	\$17.97	\$18.44	\$18.96	\$19.51
TEACHER AIDES										
Teacher Aide	A1	\$15.46	\$15.96	\$16.43	\$16.92	\$17.43	\$17.94	\$18.41	\$18.93	\$19.48
School Monitor	A2	\$15.46	\$15.96	\$16.43	\$16.92	\$17.43	\$17.94	\$18.41	\$18.93	\$19.48
FOR A UNIT MEMBER TO ADVANCE A STEP ON THE WAGE SCHEDULE, HE OR SHE MUST HAVE WORKED MORE THAN ONE-HALF OF THE WORK DAYS OF THE PRIOR YEAR										

**APPENDIX C
HOURLY RATE SCHEDULE 2021-2022**

SRP HOURLY RATE SCHEDULE - 2021-2022

STEP		1	2	3	4	5	6	7	8	9	10
FOOD SERVICE											
Head Cook	F1	\$19.75	\$20.32	\$20.91	\$21.48	\$22.08	\$22.64	\$23.24	\$23.82	\$24.45	\$25.15
Cook	F5	\$18.68	\$19.23	\$19.79	\$20.34	\$20.89	\$21.46	\$21.98	\$22.53	\$23.13	\$23.79
Assistant Cook	F2	\$17.63	\$18.15	\$18.66	\$19.19	\$19.71	\$20.24	\$20.74	\$21.24	\$21.81	\$22.43
Sr. Food Service Helper	F3	\$14.92	\$15.41	\$15.89	\$16.41	\$16.91	\$17.38	\$17.85	\$18.35	\$18.89	\$19.48
Food Service Helper	F4	\$13.96	\$14.40	\$14.87	\$15.34	\$15.79	\$16.27	\$16.74	\$17.18	\$17.69	\$18.25
HEALTH											
Nurse, LPN	H2	\$23.37	\$24.06	\$24.78	\$25.54	\$26.29	\$27.09	\$27.89	\$28.74	\$29.60	\$30.53
CLERICAL											
Typist	C1	\$18.05	\$18.59	\$19.13	\$19.65	\$20.19	\$20.72	\$21.23	\$21.77	\$22.35	\$22.99
Clerk	C2	\$15.69	\$16.20	\$16.66	\$17.17	\$17.69	\$18.21	\$18.69	\$19.21	\$19.77	\$20.38
BUILDINGS & GROUNDS											
Principal Maintenance	B1	\$23.09	\$23.63	\$24.20	\$24.77	\$25.33	\$25.90	\$26.45	\$27.02	\$27.63	\$28.30
Senior Maintenance	B2	\$21.43	\$21.96	\$22.49	\$23.07	\$23.61	\$24.16	\$24.72	\$25.27	\$25.86	\$26.52
Head Custodian	B3	\$20.44	\$21.03	\$21.55	\$22.12	\$22.69	\$23.25	\$23.80	\$24.34	\$24.95	\$25.62
Maintenance Worker	B4	\$20.00	\$20.55	\$21.10	\$21.66	\$22.19	\$22.76	\$23.28	\$23.86	\$24.46	\$25.12
Custodial Worker	B5	\$19.00	\$19.56	\$20.08	\$20.63	\$21.14	\$21.69	\$22.22	\$22.78	\$23.37	\$24.01
Custodial Worker / Bus Driver	B6	\$19.00	\$19.56	\$20.08	\$20.63	\$21.14	\$21.69	\$22.22	\$22.78	\$23.37	\$24.01
Courier / Custodial Worker	B7	\$17.43	\$17.92	\$18.45	\$18.97	\$19.49	\$20.00	\$20.54	\$21.06	\$21.63	\$22.25
Maintenance Helper	B8	\$17.43	\$17.92	\$18.45	\$18.97	\$19.49	\$20.00	\$20.54	\$21.06	\$21.63	\$22.25
Custodian	B9	\$19.73	\$20.31	\$20.82	\$21.39	\$21.92	\$22.48	\$23.02	\$23.57	\$24.17	\$24.82
<i>Custodial Worker Night Adjustment: \$.45 per hour, effective July 1, 2019</i>											
TRANSPORTATION											
AUTO MECHANIC	T1	\$23.09	\$23.63	\$24.20	\$24.77	\$25.33	\$25.90	\$26.45	\$27.02	\$27.63	\$28.30
AUTO MECHANIC - Helper	T2	\$21.69	\$22.24	\$22.81	\$23.39	\$23.94	\$24.52	\$25.06	\$25.64	\$26.26	\$26.93
Bus Driver	T3	\$19.79	\$20.43	\$21.10	\$21.75	\$22.42	\$23.07	\$23.68	\$24.34	\$25.06	\$25.85
Chauffer (Sm Bus Driver)	T4	\$19.79	\$20.43	\$21.10	\$21.75	\$22.42	\$23.07	\$23.68	\$24.34	\$25.06	\$25.85
Bus Monitor	T5	\$15.69	\$16.20	\$16.68	\$17.17	\$17.69	\$18.21	\$18.69	\$19.21	\$19.77	\$20.38
Bus Driver / Dispatcher	TD	\$18.33	\$18.84	\$19.33	\$19.85	\$20.36	\$20.88	\$21.38	\$21.88	\$22.43	\$23.04
Office Assistant / Bus Driver	TC	\$15.72	\$16.24	\$16.70	\$17.20	\$17.72	\$18.24	\$18.72	\$19.24	\$19.80	\$20.41
TEACHER AIDES											
Teacher Aide	A1	\$15.69	\$16.20	\$16.68	\$17.17	\$17.69	\$18.21	\$18.69	\$19.21	\$19.77	\$20.38
School Monitor	A2	\$15.69	\$16.20	\$16.68	\$17.17	\$17.69	\$18.21	\$18.69	\$19.21	\$19.77	\$20.38
FOR A UNIT MEMBER TO ADVANCE A STEP ON THE WAGE SCHEDULE, HE OR SHE MUST HAVE WORKED MORE THAN ONE-HALF OF THE WORK DAYS OF THE PRIOR YEAR											

APPENDIX C HOURLY RATE SCHEDULE 2022-2023

SRP HOURLY RATE SCHEDULE - 2022-2023

STEP	1	2	3	4	5	6	7	8	9	10	11	
FOOD SERVICE												
Head Cook	F1	\$20.05	\$20.62	\$21.22	\$21.80	\$22.41	\$22.98	\$23.59	\$24.18	\$24.82	\$25.53	\$25.90
Cook	F5	\$18.96	\$19.52	\$20.09	\$20.65	\$21.20	\$21.78	\$22.31	\$22.87	\$23.48	\$24.15	\$24.50
Assistant Cook	F2	\$17.89	\$18.42	\$18.94	\$19.48	\$20.01	\$20.54	\$21.05	\$21.56	\$22.14	\$22.77	\$23.10
Sr. Food Service Helper	F3	\$15.14	\$15.64	\$16.13	\$16.66	\$17.16	\$17.64	\$18.12	\$18.63	\$19.17	\$19.77	\$20.06
Food Service Helper	F4	\$14.17	\$14.62	\$15.09	\$15.57	\$16.03	\$16.51	\$16.99	\$17.44	\$17.96	\$18.52	\$18.80
HEALTH												
Nurse, LPN	H2	\$23.72	\$24.42	\$25.15	\$25.92	\$26.68	\$27.50	\$28.31	\$29.17	\$30.04	\$30.99	\$31.45
CLERICAL												
Typist	C1	\$18.32	\$18.87	\$19.42	\$19.94	\$20.49	\$21.03	\$21.55	\$22.10	\$22.69	\$23.33	\$23.68
Clerk	C2	\$15.93	\$16.44	\$16.91	\$17.43	\$17.96	\$18.48	\$18.97	\$19.50	\$20.07	\$20.69	\$20.99
BUILDINGS & GROUNDS												
Principal Maintenance	B1	\$23.44	\$23.98	\$24.56	\$25.14	\$25.71	\$26.29	\$26.85	\$27.43	\$28.04	\$28.72	\$29.15
Senior Maintenance	B2	\$21.75	\$22.29	\$22.83	\$23.42	\$23.96	\$24.52	\$25.09	\$25.65	\$26.25	\$26.92	\$27.32
Head Custodian	B3	\$20.75	\$21.35	\$21.87	\$22.45	\$23.03	\$23.60	\$24.16	\$24.71	\$25.32	\$26.00	\$26.39
Maintenance Worker	B4	\$20.30	\$20.86	\$21.42	\$21.98	\$22.52	\$23.10	\$23.63	\$24.22	\$24.83	\$25.50	\$25.87
Custodial Worker	B5	\$19.29	\$19.85	\$20.38	\$20.94	\$21.46	\$22.02	\$22.55	\$23.12	\$23.72	\$24.37	\$24.73
Custodial Worker / Bus Driver	B6	\$19.29	\$19.85	\$20.38	\$20.94	\$21.46	\$22.02	\$22.55	\$23.12	\$23.72	\$24.37	\$24.73
Courier / Custodial Worker	B7	\$17.69	\$18.19	\$18.73	\$19.25	\$19.78	\$20.30	\$20.85	\$21.38	\$21.95	\$22.58	\$22.92
Maintenance Helper	B8	\$17.69	\$18.19	\$18.73	\$19.25	\$19.78	\$20.30	\$20.85	\$21.38	\$21.95	\$22.58	\$22.92
Custodian	B9	\$20.03	\$20.61	\$21.13	\$21.71	\$22.25	\$22.82	\$23.37	\$23.92	\$24.53	\$25.19	\$25.56
<i>Custodial Worker Night Adjustment: \$.45 per hour, effective July 1, 2019</i>												
TRANSPORTATION												
AUTO MECHANIC	T1	\$23.44	\$23.98	\$24.56	\$25.14	\$25.71	\$26.29	\$26.85	\$27.43	\$28.04	\$28.72	\$29.15
AUTO MECHANIC - Helper	T2	\$22.02	\$22.57	\$23.15	\$23.74	\$24.30	\$24.89	\$25.44	\$26.02	\$26.65	\$27.33	\$27.74
Bus Driver	T3	\$20.09	\$20.74	\$21.42	\$22.08	\$22.76	\$23.42	\$24.04	\$24.71	\$25.44	\$26.24	\$26.63
Chauffer (Sm Bus Driver)	T4	\$20.09	\$20.74	\$21.42	\$22.08	\$22.76	\$23.42	\$24.04	\$24.71	\$25.44	\$26.24	\$26.63
Bus Monitor	T5	\$15.93	\$16.44	\$16.93	\$17.43	\$17.96	\$18.48	\$18.97	\$19.50	\$20.07	\$20.69	\$20.99
Bus Driver / Dispatcher	TD	\$18.60	\$19.12	\$19.62	\$20.15	\$20.67	\$21.19	\$21.70	\$22.21	\$22.77	\$23.39	\$23.73
Office Assistant / Bus Driver	TC	\$15.96	\$16.48	\$16.95	\$17.46	\$17.99	\$18.51	\$19.00	\$19.53	\$20.10	\$20.72	\$21.02
TEACHER AIDES												
Teacher Aide	A1	\$15.93	\$16.44	\$16.93	\$17.43	\$17.96	\$18.48	\$18.97	\$19.50	\$20.07	\$20.69	\$20.99
School Monitor	A2	\$15.93	\$16.44	\$16.93	\$17.43	\$17.96	\$18.48	\$18.97	\$19.50	\$20.07	\$20.69	\$20.99
FOR A UNIT MEMBER TO ADVANCE A STEP ON THE WAGE SCHEDULE, HE OR SHE MUST HAVE WORKED MORE THAN ONE-HALF OF THE WORK DAYS OF THE PRIOR YEAR												

**APPENDIX D - LONGEVITY - FULL-TIME and PART-TIME
2020-21 through 2022-23**

SRP LONGEVITY - FULL TIME POSITIONS

YEARS REFERS TO FULL YEARS WORKED IN A FULL-TIME POSITION

2020-21 Longevity	12-MONTH	10-MONTH
After 7 Years	\$1,965	\$1,638
After 11 Years	\$2,605	\$2,172
After 15 Years	\$3,352	\$2,794
After 17 Years	\$3,716	\$3,101
After 20 Years	\$4,217	\$3,522
After 25 Years	\$4,496	\$3,790

2021-22 Longevity	12-MONTH	10-MONTH
After 7 Years	\$2,025	\$1,688
After 11 Years	\$2,675	\$2,232
After 15 Years	\$3,432	\$2,864
After 17 Years	\$3,806	\$3,181
After 20 Years	\$4,317	\$3,612
After 25 Years	\$4,646	\$3,920

2022-23 Longevity	12-MONTH	10-MONTH
After 7 Years	\$2,085	\$1,738
After 11 Years	\$2,745	\$2,292
After 15 Years	\$3,512	\$2,934
After 17 Years	\$3,896	\$3,261
After 20 Years	\$4,417	\$3,702
After 25 Years	\$4,796	\$4,050

SRP LONGEVITY - PART TIME POSITIONS

YEARS REFERS TO FULL YEARS WORKED IN A PART-TIME POSITION

2020-21 through 2022-23 Longevity	Applies to both 10-Month and 12-Month Employees
After 7 Years	\$300
After 11 Years	\$400
After 15 Years	\$500

APPENDIX "E"

ASSIGNMENT OF BUS DRIVER WORK

1. Once a year, a bidding process will take place for regular bus runs, in order of seniority. The Wildwood School and Putnam/Northern Westchester BOCES bus runs shall be excluded from the bidding process for regular bus and the bus drivers for such runs shall be assigned by the District based upon the needs and best interests of the severely disabled students who are passengers on these bus runs.
2. When a driver whose run includes either the AM or PM BOCES run, has a long-term absence, the BOCES run will be offered to all eligible drivers in order of seniority.
3. The driver who chooses to take the BOCES run during a long-term absence shall do either the AM BOCES and their regular PM run, or their regular AM run and the PM BOCES, which run has been affected by a long-term absence.
4. During a long-term absence, a substitute driver may be assigned to the AM or PM run not covered by the senior driver filling in during a long-term absence.
5. A long-term absence shall be defined as an absence that is known in advance by the Supervisor of Transportation to be at least one week in duration.
6. Except for the above circumstances and the Caumsett trips, the District may hire substitute drivers for all regular bus runs in which the regular driver is unavailable. The District may also use regular drivers in order of seniority to cover these runs if no substitute driver is available or for the sake of efficiency. It is agreed that the use of regular drivers will not set a practice entitling regular drivers to have rights to these runs.
7. The District and Association agree that at the discretion of the Supervisor of Transportation, revisions to the contractual hours for bus drivers may be made at any time during the school year, as conditions warrant, based on actual times required to transport students safely and efficiently to and from school. Any change to a contracted run in excess of thirty (30) minutes shall cause the run to be subject to the rebidding process.
8. The District and Association agree that bus drivers are expected not to punch in earlier than ten (10) minutes before the start of a shift and not to punch in more than five (5) minutes after the contractual start of the shift.
9. The District and Association agree that bus drivers are expected to complete a post trip inspection upon returning to the bus garage and punch out promptly after completion of the inspection. In extenuating circumstances that cause a delay in returning to the bus garage such as inclement weather, construction, traffic

congestion, drivers shall be paid extra time in one quarter (1/4) hour increments upon the bus driver punching out after the completion of the post trip inspection, and upon written verification of the Transportation Supervisor. In such cases, time will be rounded up to the next quarter hour when ten (10) or more minutes of the quarter hour have elapsed and rounded down to the prior quarter hour if less than ten (10) minutes of the quarter hour have elapsed due to the delay.

APPENDIX "F"

JUNE 20, 2012 MEMORANDUM OF AGREEMENT

Memorandum of Agreement

Memorandum of Agreement by and between the Pine Plains Central School District (hereinafter "District") and the Pine Plains School Related Professionals (hereinafter "Association") whereby the parties stipulate and agree as follows:

1. The parties are co-signatories to a collective bargaining agreement (hereinafter "CBA") dated July 1, 2006 through June 30, 2009.
2. The District and Association agree that at the discretion of the Supervisor of Transportation, revisions to the contractual hours for bus drivers may be made at any time during the school year, as conditions warrant, based on actual times required to transport students safely and efficiently to and from school. Any change to a contracted run in excess of thirty (30) minutes shall cause the run to be subject ^{to} ~~of~~ the rebidding process. *to BUA*
3. The District and Association agree that bus drivers are expected not to punch in earlier than ten (10) minutes before the start of a shift and not to punch ⁱⁿ ~~out~~ more ^{than} five (5) minutes after the contractual start of the shift. *BUA Mh*
4. The District and Association agree that bus drivers are expected to complete a post trip inspection upon returning to the bus garage and punch out promptly after completion of the inspection. In extenuating circumstances that cause a delay in returning to the bus garage such as inclement weather, construction, traffic congestion, drivers shall be paid extra time in one quarter (1/4) hour increments upon the bus driver punching out after the completion of the post trip inspection,

and upon written verification of the Transportation Supervisor. In such cases, time will be rounded up to the next quarter hour when ten (10) or more minutes of the quarter hour have elapsed and rounded down to the prior quarter hour if less than ten (10) minutes of the quarter hour have elapsed due to the delay.

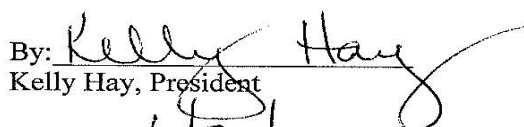
5. All other terms and conditions as provided for in the parties 2006-2009 CBA shall be in full force and effect unless and/or until such CBA is re-negotiated between the parties.
6. For purposes of enforcement of this Memorandum of Agreement — Article XXIII of the CBA shall apply.

PINE PLAINS CENTRAL
SCHOOL DISTRICT

By: 
Linda Kaumeyer, Superintendent of Schools

Dated: 6/20/12

PINE PLAINS SCHOOL RELATED
PROFESSIONALS

By: 
Kelly Hay, President

Dated: 6/20/12

APPENDIX "G"
JULY 11, 2018 SUPPLEMENTAL MEMORANDUM OF AGREEMENT

BOARD OF EDUCATION
APPROVED
DATE: 7/11/18

SUPPLEMENTAL MEMORANDUM OF AGREEMENT

BY AND BETWEEN the Pine Plains Central School District (hereinafter "District") and the Pine Plains School Related Professionals (hereinafter "Association"):

WHEREBY the parties stipulate and agree as follows:

1. The parties are co-signatories to a collective bargaining agreement (hereinafter "CBA") dated July 1, 2017 through June 30, 2020.

2. The District and Association agree to add an additional section to Article IX—Seniority to read as follows:

Seniority on a rotating basis in each school building will be used to assign teacher aides employed in the building to extra assignments and for substitute coverage due to employee absences that are known at least 24 hours in advance. The district will make a good faith effort to assign teacher aides to substitute coverage by their building seniority on a rotating basis in each school building when there is less than 24 hour advance notice but the failure to assign by seniority when there is less than 24 hour notice shall not be grievable by the Association. Teacher Aides who are assigned to self-contained special education classes or who are assigned to a specific student based upon the requirements of the student's IEP shall be exempt from assignment for class coverage substitute work. [It is noted that substitute coverage work is not the exclusive bargaining unit work of employees covered by this Agreement and the District reserves its rights to assign such coverages to non-bargaining unit personnel]

3. This agreement resolves grievance no. 2017-18-2 which the Association withdraws with prejudice.

4. All other terms and conditions-as provided for in the parties 2017-2020 CBA shall be in full force and effect unless and/or until such CBA is re-negotiated between the parties.

5. For purposes of enforcement of this Memorandum of Agreement — Article XXIII of the CBA shall apply as allowed in section 2 above.

**PINE PLAINS CENTRAL
SCHOOL DISTRICT**

**PINE PLAINS SCHOOL RELATED
PROFESSIONALS**

By: 

By: 

Dr. Martin Handler, Superintendent of Schools

Peg Bonneville, Association President

Dated: 7/12/18

Dated: 7/12/18

APPENDIX "H"
JULY 25, 2018 SUPPLEMENTAL MEMORANDUM OF AGREEMENT

BOARD OF EDUCATION

APPROVED

DATE: 7/25/18

SUPPLEMENTAL MEMORANDUM OF AGREEMENT

BY AND BETWEEN THE SUPERINTENDENT OF SCHOOLS AND BOARD OF EDUCATION OF THE PINE PLAINS CENTRAL SCHOOL DISTRICT, hereinafter referred to as "The District" and **THE PINE PLAINS SCHOOL RELATED PERSONNEL, NYSUT**, hereinafter referred to as "The Union", collectively (the "parties"); and

WHEREAS, the parties met on April 18, 2018 to discuss certain revisions to their Collectively Negotiated Agreement concerning the family illness days at Article XIV (A) of the Agreement; Article VIII, Sec. 8.5 concerning when a State of Emergency is declared by an outside authority such as the Governor or a County Official; Article VIII, Sec. 8.4, concerning building coverage following early dismissal, and overnight bus runs set forth at Article IX, Sec. 9.2; and

WHEREAS, the parties agreed to the following:

1. Delete the current language at Article VIII, Sec. 8.5 concerning declared State of Emergency and replace it with the following:

"Twelve-month employees shall report to work on snow days and receive no additional compensation for such work. On snow days, said employees shall report by 10:00 a.m., unless emergency circumstances prevail, in which event, arrangements for reporting to work will be made with the immediate supervisor, which may include charging a vacation day or make-up work days if it is necessary for the employee to be absent for the day. In the event an outside authority (e.g., the Governor or County Official) declares a State of Emergency in the geographic area including the District, these employees do not have to report to work on the day of such an emergency when the school is closed and will suffer no loss in pay. If there is a State of Emergency where New York State of Education's position is that the school does not have to close then twelve month employees will be required to report to work. If they are called in to work on any day of such **State of Emergency, and it is a day when school is scheduled to be closed or otherwise has been closed by the District**, they will receive premium pay totaling time and one-half."

2. Delete the current language at Article VIII, Sec. 8.4 concerning early dismissals and replace it with the following:

It is necessary from time to time to close schools out of concern for the safety of the children or for some educational purpose. *In the event of early dismissal, the following employees shall remain working in Seymour Smith, Cold Spring, and the Junior/Senior High School for a period of at least forty five (45) minutes after the students have been dismissed or when their direct student related activities for the day have been completed, whichever is later: 1 trained Greeter per building, 1 aide per building, and 1 main office secretary per building. These employees shall be rotated in inverse order of seniority each time there is*

an early dismissal. Employees that, as a requirement of their employment, perform duties directly related to the reason for the closing may leave only after they have completed all the necessary work. (For example, on occasions when closing early is caused by snow, employees responsible for snow removal may leave early after snow removal is complete.)

3. Delete the current language at Article XIV-A.1 and replace it with the following:

“Part-time unit members who work fewer than four (4) hours per day shall be entitled to three (3) sick leave days per year during their first three years of employment and four (4) sick leave days per year after having worked for three full school years in the District.” Unit members that have three (3) sick leave days may use up to one (1) day per year for illness in the immediate family (household member). Unit members that have four (4) sick leave days may use up to two (2) day per year for illness in the immediate family (household member).

With respect to unit member, Jessica Quinn, to the extent that she has the leave time to cover her absence for family illness purposes on 5/16, 2018, such family sick leave day shall be covered retroactively, and she shall be paid for the day, and one sick leave day shall be deducted from her leave balances.

4. Modify Article IX, Sec. 9.2 by adding the following paragraph after the current language:

Effective September 1, 2018, all extra bus runs that would conflict in time with the performance with the driver's regular run and out-of-District Special Education bus run that are in excess of 33 miles from the District will be performed by a substitute or floater bus driver. Extra bus runs what would conflict with the performance with the driver's regular run and out-of-District Special Education bus run but are less than 33 miles from the District will be dropped off by a substitute or floater driver but the regular driver will pick up the students on such extra run after their regularly assigned route is completed.


5. This Supplemental Memorandum of Agreement is subject to Board of Education approval and shall be deemed null and void absent such approval.

SO AGREED this 25 day of July 2018.

THE DISTRICT

THE UNION

BY: 

BY: 

APPENDIX "I"
SEPTEMBER 19, 2018 SUPPLEMENTAL MEMORANDUM OF AGREEMENT

SUPPLEMENTAL MEMORANDUM OF AGREEMENT

BY AND BETWEEN THE SUPERINTENDENT OF SCHOOLS AND BOARD OF EDUCATION OF THE PINE PLAINS CENTRAL SCHOOL DISTRICT, hereinafter referred to as "The District" and THE PINE PLAINS SCHOOL RELATED PERSONNEL, NYSUT, hereinafter referred to as "The Union";

WHEREBY, the District and the Union agree that it is in their mutual best interests to modify and supplement the provisions of their collectively negotiated agreement effective July 1, 2017 – June 30, 2020, as follows:

1. **ARTICLE VI – RIGHTS OF EMPLOYEES** – Add 6.11 to read as follows:

“6.11. Except with respect to bus drivers and bus monitors during the operation of school buses no audio, visual or similar system(s) shall be used to discipline or evaluate unit members. No audio, visual or similar system(s) shall be used to monitor a unit member for evaluative purposes without his/her consent.”

SO AGREED this 19 day of September, 2018.

BOARD OF EDUCATION
APPROVED
DATE: 9/19/18

THE DISTRICT

BY: 

THE UNION

BY: 