A Memorandum of Agreement Between

SUFFERN CENTRAL SCHOOL DISTRICT
HILLBURN, NEW YORK

and

SUFFERN CENTRAL SCHOOL DISTRICT
SUPERVISORS OF BUSINESS

July 1, 2024 - June 30, 2028

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AGREEMENT made this 19th day of June by and between the SUFFERN CENTRAL SCHOOL DISTRICT, A SCHOOL DISTRICT ORGANIZED AND EXISTING UNDER AND BY VIRTUE OF THE NEW YORK STATE EDUCATION LAW, having its principal offices at Mountain Avenue, Hillburn, New York, hereinafter referred to as the "DISTRICT" AND THE "SUFFERN CENTRAL SCHOOL DISTRICT SUPERVISORS OF BUSINESS" hereinafter referred to as the "ASSOCIATION" an unincorporated ASSOCIATION having its principal offices in Hillburn, New York.

WITNESSETH

WHEREAS, the DISTRICT has established, pursuant to Section 207 of the Civil Service Law, a Supervisors of Business negotiating UNIT (hereinafter called "UNIT"), and

WHEREAS, the DISTRICT has heretofore recognized the ASSOCIATION as the representative of the UNIT in negotiating the terms and conditions of employment of such UNIT; and

WHEREAS, negotiations have taken place between the DISTRICT and the ASSOCIATION resulting in an agreement with respect to the terms and conditions of employment of the public employees in said UNIT:

ARTICLE I: TERM OF AGREEMENT

This Agreement shall be effective as of July 1, 2024 and shall terminate on June 30, 2028.

ARTICLE II: EMPLOYEE'S REPRESENTATION

The ASSOCIATION is recognized as the representative of all full-time and part-time employees in the following titles: Administrative Assistant, Accountant II, Director of School Facilities III, Custodian III, Maintenance Supervisor, Purchasing Supervisor, Director of Information Technology Services, Information System Manager, Computer Network Specialist, Computer Network Administrator, Computer Analyst/Programmer, Assistant Director of Facilities III, Coordinator of School Transportation I, and Grants Coordinator in negotiations as to terms and conditions of employment. The ASSOCIATION shall have and is hereby granted exclusive and unchallenged status to represent employees in the UNIT consistent with the terms of the Taylor Law.

ARTICLE III: WAGES

A. Salary Increases

1. Unit members employed during the 2023-2024 school year will receive a 2.75% increase effective July 1, 2024.

2. Unit members employed during the 2024-2025 school year will receive a 2.75% increase effective July 1, 2025.

3. Unit members employed during the 2025-2026 school year will receive a 2.75% increase effective July 1, 2026.

4. Unit members employed during the 2026-2027 school year will receive a 2.75% increase effective July 1, 2027.

B. Salaries for new hires will be at the sole discretion of the School DISTRICT.

C. Longevity Payments: Effective July 1, 2024, Unit members shall be eligible for longevity payments as follows:

1. Increments
    a. After 6 full years of service in the Unit - $1,500 per school year
    b. After 11 full years of service in the Unit - $1,800 per school year
    c. After 16 full years of service in the Unit - $2,000 per school year
    d. After 21 full years of service in the Unit - $2,200 per school year
    e. After 26 full years of service in the Unit - $2,500 per school year

2. The above longevity payments are cumulative and recurring, but do not become part of the Unit members' base salary. They are not subject to annual percentage salary increases.

3. The longevity payments shall be paid in equal installments during the school year in the bargaining Unit members' payroll paychecks, commencing on the first day of the first month immediately following the date on which the Unit member attained the required years of service to be eligible for a longevity payment as set forth above (i.e., a Unit member who has completed six (6) years of service on August 15th shall commence receiving the six (6) year longevity payment effective September 1st.)

4. Longevity payments in the first school year of eligibility shall be prorated as appropriate based upon the date of eligibility.

5. Longevity payments shall not be retroactive and bargaining Unit members shall only be eligible for longevity payments for service milestones reached on or after July 1, 2024 and are not eligible for any longevity payments for service milestones reached prior to July 1, 2024 (for example, a bargaining Unit member with 13 years of eligible service as of July 1, 2024 shall not be eligible for any longevity payments retroactive or prospective, for the 6 and 11 year service milestones).

ARTICLE IV: LEAVE TIME

A. PAID LEAVE

1. Bank: At the beginning of each school year the members of this UNIT shall be credited with twenty-one (21) days leave of absence for which payment shall be made. The twenty-one (21) days of credit shall be added to the number of days of paid leave, if any, that any member of this UNIT has accumulated. The sum of the annual days of credit, twenty-one (21) and the leave days accumulated from prior years of service shall determine this member's "bank". The number of accumulated days may never exceed two hundred (200); that is, the member shall not start a school year (July 1) with more than two hundred (200) days of accumulated leave and twenty-one (21) days of current

annual leave. All days of such leave not used during the school year shall be accumulated by this member until he/she has two hundred not used in excess of one hundred and sixty-five (165) shall be paid at the rate of eighty ($85) dollars per day upon retirement. The maximum number of accumulated days shall be two hundred and twenty-one (221) days.

2. Personal: Each member of the UNIT, upon written notice of five (5) calendar days in advance (which notice will be waived in the event of extreme emergency) may use three (3) days of his/her paid leave in any one year for personal reasons. Reason for the use of personal time is not required. Furthermore, each member may be granted one additional day of personal paid leave for each year of service in the DISTRICT, up to a maximum of five (5) additional days, upon application to the Assistant Superintendent for Human Resources at least five (5) calendar days in advance of the date of the commencement of such leave. These days will be included in the total of #1 above.

3. Bereavement: Leave may be used for mourning each death in the family of the member. Up to five (5) days of leave with pay may be granted for the death of each member. A family member shall be defined as a spouse, a child or stepchild, a parent, a father-in-law, a mother-in-law, a brother or brother-in-law, a sister or sister-in-law, a grandparent or grandparent-in-law, grandchildren, domestic partner. Leave for bereavement for other individuals of the UNIT member's family who are not included within the preceding definition may be taken only if approved by the Superintendent of Schools or his designee.

4. Sick and Family Sick: Each member of the UNIT may use all of the leave days in his/her bank not theretofore previously used during any one year because of illness of the member or illness of a member of his/her family that necessitates his/her absence. Family is deemed to include only the father, mother, spouse, domestic partner and children of the UNIT member. Leave for other individuals of the UNIT member's family who are not included within the preceding definition may be taken only if approved by the Superintendent of Schools or his/her designee If a member of the UNIT uses a total of more than ten (10) days of paid leave in one year, or if a member of the UNIT uses more than three (3) days of paid leave consecutively, he/she may be required by the Assistant Superintendent for Human Resources or designee, to provide the Human Resources office with a doctor's note stating the nature of the illness or injury, before being allowed to return to work.

5. Legal: Upon presentation to the Assistant Superintendent for Human Resources of a subpoena from any court or official body having the power legally to compel attendance, each member of the UNIT shall be granted leave of absence, for the period of time required by the court or legal body and shall not be charged with any form of leave during the period of such absence.

B. DISTRICT BANK

If a member of the UNIT is unable to perform services because of illness or disability and has exhausted all paid leave available, he/she may be granted fifty (50) additional days of paid leave at the discretion of the Superintendent of Schools. An examination of the employee by a qualified physician selected by the DISTRICT may be required before such additional leave may be granted.

C. ABSENCE DUE TO INJURY

1. In the event that a member of the UNIT is injured while performing duties directly related to his/her responsibilities and is necessarily absent by reason of such injury, the days absent during the first eleven (11) months after such injury shall not be charged against any of the UNIT member's paid leave time. The DISTRICT shall pay the salary in full during the first eleven (11) months of such injury provided, however, that the DISTRICT shall be entitled to reimbursement for any payments which this employee receives or is entitled to receive under New York State Workers' Compensation Act. After the first eleven (11) months of such injury as referenced above, the employee may use his/her accumulated days of leave. However, an employee who has been absent due to injury for more than one (1) year cumulatively due to an occupational injury or disease as defined in the workmen's compensation law, or in the case of an occupational injury or disease resulting from an assault sustained in the course of employment absent for more than two (2) years cumulatively, or has been determined to be permanently incapacitated due to such injury or disease, may be terminated from employment in accordance with the procedures set forth in New York State Civil Service Law Section 71 and 4 NYCRR Section 5.9, provided the employee is provided an opportunity to be heard in a meeting with the Superintendent or his/her designee prior to the effective date of such termination.

2. If this member is unable to render any appropriate services to the DISTRICT as determined by the Assistant Superintendent for Human Resources during the period of up to one year following the injury, he/she shall retain the right to earn wages from other employment during such period of up to one year provided to member held such employment and received wages prior to the injury. The DISTRICT may require an examination by a qualified physician who will be chosen or approved by the DISTRICT.

D. UNPAID LEAVE OF ABSENCE

Upon written application therefore, the Board of Education may grant unpaid leave to any member of the UNIT who previously received a permanent appointment in the DISTRICT upon the following conditions and limitations.

1. The leave shall be without pay or increment.

2. The unpaid leave shall be for a period of either six (6) months or twelve (12) months.

3. The purpose of the unpaid leave is restricted to one of the following conditions:

    a. Full-time attendance at an educational institution as a student.

b. To attend to a family situation requiring the full-time presence of the member of the UNIT.

c. If associated illness or disability.

4. A member of the UNIT on unpaid leave may not participate in the full-time gainful employment of any nature during the term of the leave.

5. Any member of the UNIT must notify the Assistant Superintendent for Human Resources in writing of his/her intention to return to employment in the DISTRICT at least thirty (30) days preceding the date of required return, if on a leave of twelve (12) months. Failure by the member to provide the notice herein required shall be deemed an abandonment of employment and the member's services shall be forthwith terminated by the Board of Education.

6. Any member of the UNIT granted unpaid leave shall have the option, as long as such member pays the amount of premiums equal to that which the Board would pay for such member of the UNIT, to receive the medical, dental and life insurance benefits available. Payments of the premiums shall be made to the Board monthly in advance.

E. CHILD CARE LEAVE

Upon written application, therefore, the Board of Education shall grant a member of the UNIT a childcare leave upon the following conditions and limitations:

1. Childcare leave shall be without pay or increment.

2. Childcare leave shall commence upon the earlier of (a) the termination of any employee's paid disability leave or (b) upon her/his request.

3. An employee adopting a child who requires maternal or paternal care shall have the same rights as an employee to whom a child is naturally born.

4. An employee granted childcare leave shall have the option, as long as such employee pays the amount of the premiums equal to that which the DISTRICT would pay for such employee, to receive the medical, dental and life insurance benefits available to members of the UNIT. Payment of the premium shall be made to the DISTRICT monthly in advance.

5. Those eligible for childcare leave include the mother, father and domestic partner.

F. EXTENDED ABSENCE

An employee who has been continuously absent from and unable to perform the duties of his or her position for more than one (1) year by reason of a disability, other than a disability resulting from occupational injury or disease as defined in the workers' compensation law, may be terminated from his or her position in accordance with New York State Civil Service Law Section 73, provided the employee is provided an opportunity to be heard in a meeting with the Superintendent or his/her designee prior to the effective date of such termination. This includes, but is not limited to, absences due to illness or disability pursuant to Section D above.

ARTICLE V: HEALTH, DENTAL, DISABILITY AND LIFE INSURANCE

A. HEALTH INSURANCE

The New York State Empire Plan Plus Enhancements shall continue as the hospitalization plan available to members of the UNIT. The DISTRICT may change health insurance carriers if such change is made for the Teacher's UNIT. The members of the UNIT shall be consulted prior to implementation of such a change.

1. Contribution Rates

   Beginning in the 2024 school year, the DISTRICT will pay 85% of the cost of health insurance for employees.

   Effective July 1, 2025, the DISTRICT will pay 84% of the cost of health insurance for employees.

   Effective July 1, 2026, the DISTRICT will pay 83% of the cost of health insurance for employees.

2. Health Insurance Buy Out

   a. At the employee's option, any member of the UNIT otherwise covered by comparable coverage may reduce or eliminate medical insurance coverage for a full year by completing an appropriate form furnished by the DISTRICT. Any employee changing from family to individual coverage or waiving family or individual coverage shall receive, as salary, $1,000 per year.

3. Enrollment

   a. Members of the UNIT electing to reduce their coverage must do so by February 1, with the provisions of this subsection taking effect on July 1. Payment of the member's share shall begin with the first half payment on the second payroll in October and a second payment on the second payroll in April. Full coverage may be reinstated by notifying the DISTRICT in writing no later than April 1. Reinstatement shall take place on July 1.

b. The DISTRICT shall waive the April 1 notification date if the member of the UNIT's status changes drastically so as to cause severe hardship as a result of the member's election to reduce coverage. Such circumstances are limited to death of a spouse, loss of spouse's employment or loss of spouse's insurance coverage.

c. Spouses employed by the Suffern Central School DISTRICT may not select two (2) separate family medical coverages. One spouse may elect family coverage; the other spouse will have the option of individual coverage or the buyout.

d. Domestic partners and their dependents of members of the UNIT will be covered as a dependent under the New York State Health Insurance Program (NYSHIP) according to NYSHIP's regulations.

4. Contribution Rate for Retirees.

All members with a minimum of 15 years of active employment with the DISTRICT at the time of retirement and who retire directly from the DISTRICT into the retirement system will be eligible for health insurance in retirement. Any members covered under NYSHIP with a minimum of 15 years of active employment with the DISTRICT who meet the requirements for health insurance in retirement as a vestee under the NYSHIP rules will also be eligible for health insurance in retirement. Such members who are eligible for health insurance in retirement as set forth above will contribute the below amounts towards their insurance premiums in retirement:

a. UNIT members retiring on or after July 1, 2024 but before July 1, 2027, will contribute 5% of the total insurance premium.

b. UNIT members retiring on or after July 1, 2027 but before July 1, 2031, will contribute 10% of the total insurance premium.

c. UNIT members retiring on or after July 1, 2031 but before July 1, 2035, will contribute 15% of the total insurance premium.

d. UNIT members retiring on or after July 1, 2035, will contribute the same percentage of the total premium as they were paying in their final year of employment in the DISTRICT, prior to retirement.

B. DENTAL INSURANCE

a. A member of the UNIT with two or more full years of participation in the DISTRICT Dental Plan shall have the premium for individual or family coverage paid in full by the DISTRICT.

b. A member of the UNIT with fewer than two full years of participation in the DISTRICT Dental Plan and his/her family, may participate, except that he or she shall be required to contribute 50% of the cost of the premium.

C. TERM LIFE INSURANCE

The DISTRICT shall provide and pay 100% of the premium for the same life insurance plan provided for the teachers employed by the DISTRICT.

D. LONG TERM DISABILITY

Employees in this UNIT shall be given the option of participating in a Long-Term Disability Group Plan. This program must be provided by the DISTRICT. The premium of this plan must be paid, in total, by the employee.

ARTICLE VI: VACATION AND HOLIDAYS AND WORK SCHEDULE

A. Unit members shall be awarded 22 vacation days per year. Any member joining the unit after July 1 and/or leaving before June 30 of the current year will be awarded a prorated number of vacation days based on the rate of 1.833 days per month. All members shall be automatically allowed to carry over five (5) vacation days. The vacation schedule of members of the UNIT shall be approved by the employees' immediate supervisor and/or the Assistant Superintendent for Human Resources.

1. The District shall be able to recoup for the value of vacation days taken but not earned prior to separation from employment from the remaining salary at the time of separation and recover its reasonable attorney fees should the district be required to bring legal proceedings to recover any over payments.

B. Vacation Days at Retirement

1. Upon retirement from the District for purposes of retiring in the NYS retirement system, the member will be paid for up to and not to exceed twenty-seven unused vacation days to be calculated at the per diem rate of pay in effect when the days were accrued and not at the rate of pay then in effect in the school year of retirement unless such days were accrued in that school year.

C. Custodian III, Maintenance Supervisor, Assistant Director of School Facilities III and Director of School Facilities III shall perform their services during Spring and Winter school recess as defined by the Director of Facilities III and/or the Superintendent but are entitled to the holidays set forth in the Suffern Central School District Custodian and Maintenance Agreement. The Coordinator of School Transportation shall perform his/her services during the Spring and Winter school recess as defined by the School Business Official and/or Superintendent but need not provide services on the other days that school is not in session except for Superintendent Conference Days and Summer Days

D. The Administrative Assistant, Purchasing Manager, Accountant II and Grants Coordinator need not provide services on the days that school is not in session except for Superintendent Conference Days and Summer Days.

E. Work Hours

1. All UNIT members, except for members in the title of Administrative Assistant, shall work an eight (8) hour day. When school is not in session, and during the period of the first day after the last day of student attendance through the first day prior to the scheduled return to school of teachers, they must work a seven (7) hour day.

2. Effective July 1, 2028, all UNIT members shall work an eight (8) hour day. When school is not in session, and during the period of the first day after the last day of student attendance through the first day prior to the scheduled return to school of teachers, they must work a seven (7) hour day.

3. The hours of each day when services are to be performed shall be determined by the employee's immediate supervisor and/or the Assistant Superintendent for Human Resources.

F. The Administrative Assistant(s), shall work seven (7) hours a day.

1. Effective July 1, 2024, UNIT members in the title of Administrative Assistant-shall work a seven (7) hour workday during the period of the first day after the last day of student attendance through the first day prior to the scheduled return to school of teachers.

2. UNIT members in the position of Administrative Assistant will be compensated for the increase in hours set forth in this Section by a one (1) time adjustment to their base salaries, effective July 1, 2024, which shall be increased by an amount equal to their hourly rate of pay times fifty (50), which amount shall be calculated after the salary increases that are effective on July 1, 2024 are applied.

3. The hours of each day when services are to be performed shall be determined by the employee's immediate supervisor and/or the Assistant Superintendent for Human Resources.

4. Effective July 1, 2028, the workday provisions of Section E(2) above shall apply to all UNIT members, including in the title of Administrative Assistant, notwithstanding any language set forth herein.

G. The Director of Information Technology Services, The Computer Network Specialist, the Computer Network Administrator and the Computer Analyst/Programmer shall perform their duties, if needed, for 50% of the Winter and Spring school recess days that the Custodian and Maintenance unit is required to work as defined by the Director of Technology/Director of Information Technology Services, Chief Technology Officer, or the Superintendent.

For example:
2024-2025 School Year
Winter Recess: Custodial and Maintenance Unit required to work 6 days. Technology department would work 3 days.
Spring Recess: Custodial and Maintenance Unit working 0 days. Technology department would work 0 days.

H. The Computer Network Specialist, the Computer Network Administrator and the Computer Analyst/Programmer will be compensated at their regular individual hourly rate for hours worked above those outlined in paragraph G above. These additional hours must be approved by their supervisor.

ARTICLE VII: EVALUATION

All unit members will be evaluated in writing on an annual basis, with a signed copy to be placed in the member's personnel file.

ARTICLE VIII: GRIEVANCE PROCEDURES

A. Declaration of Policy

In order to establish a harmonious and cooperative relationship between all members of the SOB UNIT and the Board of education which will enhance the educational program of Suffern Central School DISTRICT (hereinafter referred to as "DISTRICT"), it is hereby declared to the purpose of these procedures to provide a means for orderly settlement of differences, promptly and fairly, as they arise and to assure equitable and proper treatment of employees pursuant to established rules, regulations and policies of the DISTRICT. The provisions of these procedures shall be liberally construed to accomplish these purposes.

B. Definitions

1. Grievance shall mean a complaint of any or more members of the UNIT based upon an alleged violation of a specific provision, or specific provisions set forth in this agreement. A grievance must be raised within thirty (30) working days of when the aggrieved party knew or should have known of the aggrieved action.

2. Representation shall mean the person, from the bargaining unit, designated by an aggrieved member of the UNIT as his/her counsel to act on his/her behalf.

3. Immediate Supervisor shall mean the building principal or immediate supervisor.

C. Basic Principles

1. It is the intent of these procedures to provide for the orderly settlement of differences in a fair and equitable manner and to resolve grievances at the earliest possible stage.

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

3. Any employee shall have the right to be represented at any stage of the procedures by a person or persons of his/her own choice from the bargaining unit.

4. Each party to a grievance shall have access at reasonable times to all written statements and records pertaining to such case

5. All hearings shall be confidential.

6. It shall be the responsibility of the Superintendent of Schools to take such steps as may be necessary to give force and effect to these procedures. The immediate supervisor shall have the responsibility to consider promptly each grievance presented to him/her and to make a determination within the authority delegated to him/her within the time specified in these procedures.

7. The function of these procedures is to assure equitable and proper treatment under the existing laws, rules, regulations, and policies, and this Agreement, which relate to or affect the employees in the performance of their assignments. They are not designed to be used for changing such rules or establishing new ones.

D. Procedures

1. Informal Stage:
   The aggrieved employee shall orally present his/her grievance to his/her immediate Supervisor who shall orally and informally discuss the grievance with the aggrieved employee. The grievance must be presented to the immediate supervisor within thirty (30) working days of when the aggrieved employee knew or should have known of the aggrieved action. The immediate supervisor shall render his/her determination to the aggrieved employee within ten (10) school days after the grievance has been presented to him/her. If such a grievance is not satisfactorily resolved at this stage, the aggrieved employee may proceed to the formal stage.

2. Formal Stage:
   a. Within ten (10) school days after a determination has been made at the preceding stage, the aggrieved employee may make a written request to the Superintendent of Schools or his/her designee for review and determination. If the said Superintendent designates a person to act in his behalf, he shall also delegate full authority to render a determination in his

behalf. The Superintendent may not designate the Assistant Superintendent of Human Resources as designee with regard to the Personnel Clerk.

b. The Superintendent of Schools or his designee shall immediately notify the aggrieved employee and the immediate supervisor to submit written statements to him within ten (10) school days setting forth the specific nature of his/her grievance, the facts relating thereto, and the determination(s) previously rendered.

c. If such is requested in written statements of either party pursuant to paragraph (b) above, the Superintendent of Schools or his designee shall notify all parties concerned in the case of the time and place when an informal hearing will be held where such parties may appear and present oral and written statements supplementing their position in the case. Such hearing shall be held within ten (10) school days of receipt of the written statements pursuant to paragraph (b).

d. The Superintendent of Schools or his designee shall render his determination within fifteen (15) school days after the written statements pursuant to paragraph (b) have been presented to him.

3. Arbitration:

a. If after receipt of the determination of the Superintendent of Schools or his designee, the ASSOCIATION is not satisfied with that decision, the ASSOCIATION may submit the grievance to binding arbitration within twenty-five (25) working days of receipt of the Superintendent's or his designee's decision.

b. The selection of the arbitrator and the procedures for the arbitration shall be governed by the American ASSOCIATION, White Plains office.

c. The arbitrator shall have no power to alter, amend, modify, add to, or detract from the terms of the Agreement.

d. The decision of the arbitrator shall be final and binding.
The cost for the services of the arbitrator, including expenses, if any will be borne equally by the DISTRICT and the ASSOCIATION.

ARTICLE IX: TAYLOR LAW PROVISION

The ASSOCIATION does not assert the right to strike against the DISTRICT or to assist or participate in any such strike or impose an obligation to conduct, assist or participate in any strike against the DISTRICT.

ARTICLE X 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 THEREFOR, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

IN WITNESS WHEREOF, THE PARTIES HAVE DULY EXECUTED THIS AGREEMENT THE DAY AND YEAR FIRST WRITTEN ABOVE.

SUFFERN CENTRAL SCHOOL DISTRICT

By: _____

P. Erik Gundersen
Superintendent of Schools

By: _____

Marlo Dickman
President, Board of Education

SUFFERN CENTRAL SCHOOL DISTRICT
SUPERVISORS OF BUSINESS

By: _____

Alexis Fibble
President