

AGREEMENT BETWEEN THE
 HARRISVILLE SUPPORT EMPLOYEES ASSOCIATION

 AND THE

 HARRISVILLE CENTRAL SCHOOL

 BOARD OF EDUCATION

July 1, 2024 – June 30, 2027

INDEX

		<u>Page</u>
PART I	PREAMBLE	2
ARTICLE I	AGREEMENT	3
ARTICLE II	PURPOSE AND INTENT	3
ARTICLE III	RECOGNITION	3
ARTICLE IV	AREAS FOR NEGOTIATION AND AGREEMENT	4
ARTICLE V	PROCEDURES FOR CONDUCTING NEGOTIATIONS	4
ARTICLE VI	HEALTH INSURANCE	5
ARTICLE VII	RETIREMENT PLAN	5
ARTICLE VIII	LEAVES OF ABSENCE	5
ARTICLE IX	TERMINATION COMPENSATION	8
ARTICLE X	VACATION PERIOD	9
ARTICLE XI	PAID HOLIDAYS	9
ARTICLE XII	GRIEVANCE PROCEDURE	10
ARTICLE XIII	SENIORITY/LAYOFF	11
ARTICLE XIV	PAYROLL DEDUCTIONS	12
ARTICLE XV	SICK LEAVE BANK	13
ARTICLE XVI	CLOTHING ALLOWANCE	15
ARTICLE XVII	SALARIES AND WAGES	15

ANNEXES	DEPARTMENT - CAFETERIA	17
	DEPARTMENT - CUSTODIAL - MAINTENANCE	18
	DEPARTMENT - BUS DRIVER	18
	DEPARTMENT - TRANSPORTATION	20
	DEPARTMENT - SUPPORT STAFF	21
	DEPARTMENT - GUIDANCE SECRETARY	22
	DEPARTMENT – SCHOOL NURSE	22
	DEPARTMENT – LICENSED PRACTICAL NURSE.....	23
	PROBATIONARY EMPLOYEES	23
	HEALTH INSURANCE BUYOUT	23
	SIGNED AGREEMENT	24

PREAMBLE

In order to effectuate the provisions of Chapter 392 of the Laws of 1967, (The Public Employees' Fair Employment Act), to encourage and increase the effective and harmonious working relationships between the Harrisville Central School Board of Education (hereinafter referred to as the "Board") and its support personnel represented by the Harrisville Support Employees Association, (hereinafter referred to as the "Union") and to enhance communications, cooperation and mutual understanding in the area of terms and conditions of employment, so that the cause of public education may best be served in Harrisville Central School.

NEGOTIATIONS PROCEDURE AGREEMENT

BETWEEN

HARRISVILLE SUPPORT EMPLOYEES ASSOCIATION

AND

HARRISVILLE CENTRAL SCHOOL BOARD OF EDUCATION

Pursuant to Article 14 of the State Civil Service, Harrisville Central School Board of Education hereby adopts the following procedure by which negotiations shall take place with said organization.

ARTICLE I - AGREEMENT

This agreement made and entered into this 1st day of July, 2024, by and between the Harrisville Central School Board of Education and the Harrisville Support Employees Association (hereinafter referred to as the "Union"). The district would like to engage the support staff in a three-year agreement from July 1, 2024 – June 30, 2027.

ARTICLE II - PURPOSE AND INTENT

It is the joint responsibility and primary function of this agreement to set forth a procedure that will provide a mutual understanding in the area of terms and conditions of employment.

ARTICLE III - RECOGNITION

In setting forth the terms of this agreement, the Board and the Union agree on the following definitions:

A. Salaried Personnel: A member of the supportive non-instructional staff who is salaried (either on a 10-month, 11-month or 12-month yearly employment basis) and receives the benefits extended to all salaried non-instructional employees.

B. Hourly Personnel: A member of the supportive non-instructional staff regardless of department, who is not salaried, and is not eligible for all benefits received, by salaried personnel. These personnel are paid strictly on an hourly work-pay basis.

The Board is asked to recognize the Union, for the purpose of negotiations, pursuant to the Public Employees' Fair Employment Act, as the exclusive representative negotiating unit for non-teaching personnel in Harrisville Central School District. The negotiating unit consists of the following groups:

1. Bus Drivers
2. Transportation - mechanic, mechanic's helper
3. Cafeteria - Head Cook, 6-hour Food Service Worker, 3-hour Food Service Worker
4. Custodial - including hourly workers
5. Support Staff - bus aide, library aide, teacher aide, other hourly personnel not included in any of the above
6. Guidance Secretary
7. Registered Nurse (School)
8. Licensed Practical Nurse

The provisions of this agreement constitute the sole procedure for the processing and settlement of any claim by a member of the non-instructional negotiating unit of a violation of this agreement by the Board.

ARTICLE IV - AREAS FOR NEGOTIATION AND AGREEMENT

This recognition constitutes an agreement between the Board and the Union to reach mutual understanding regarding matters related to terms and conditions of employment. The Board and Union recognize that the Board is the legally constituted body responsible for the determination of policies covering all aspects of those public schools under the jurisdiction of the Board. The Board recognizes that it must operate in accordance with all statutory provisions of the Commissioner of Education and other regulatory groups. The Board cannot reduce, negotiate, or delegate its legal responsibilities.

ARTICLE V - PROCEDURES FOR CONDUCTING NEGOTIATIONS

1. Negotiating Teams - Representatives of the Union shall meet with representatives designated by the Board of Education for the purpose of negotiations to reach an agreement.
2. Opening Negotiations - Upon request of either party for a meeting to open negotiations, a mutually acceptable meeting date shall be set no more than 15 days following such request. In any given contract renewal school year, every effort will be made to make such request by February 1st.
3. Negotiating Procedures - Designated representatives of the Board shall meet at such mutually agreed upon places and times with representatives of the Union for the purpose of effecting a free exchange of facts, opinions, proposals, and counter-proposals, in an effort to reach agreement. Both parties shall agree to conduct such negotiations in good faith and to deal openly and fairly with each other on all matters. Following the initial meetings, such additional meetings shall be held as the parties may require for reaching an agreement on the issues, or until an impasse is reached.

Meetings shall not exceed three (3) hours, unless an extension is agreed upon, and shall be held at a time other than the regular school hours, unless the Board gives authority to do otherwise. In such an event, there will be no loss of compensation in any way to the Union representatives. Negotiation sessions shall be closed to the public.

Either negotiating team may request the right to a thirty-minute caucus at any time, and such request shall be granted.

During the period of negotiations and prior to reaching an agreement to be submitted to the Board and the Union, the proceedings of the negotiations shall not be released to any public media, but committee reports may be released to the respective constituencies.

ARTICLE VI - HEALTH INSURANCE

1. The Board shall continue to offer salaried personnel and hourly personnel who work 30 hours or more per week on average the opportunity to participate in the St. Lawrence-Lewis School Employees Health Care Plan B Rider 10. The school district will pay:

92% of individual premium, 87% of two person of family premium. *

*(Inclusive of dependent students over age 18 and through age 26 as required by law.)

2. The District shall maintain health insurance coverage, at the contractual rate, at the time of retirement for the retiring employee and his or her dependents. In order to receive coverage for dependents, unit member must show that other coverage is not available through the dependent's employer.

3. The district will reimburse all retirees and their spouses for the cost of their Medicare Part B on a quarterly basis for those who have retired on or before 6/30/19. For employees that retire after 6/30/19 the District will reimburse for the retirees only. The retiree is responsible for notifying the district of any changes to the cost of the Medicare Part B. As of the ratification date of this agreement, any member whose spouse is eligible to receive Medicare will have their Medicare premium reimburse when the member retires.

4. Members who retire on/or after July 1, 2024, will be eligible to be reimbursed \$150/year for dental expenses (insurance premium costs may be included) and \$150/year for vision expenses (insurance premium costs may be included). Reimbursement requests must be submitted in writing along with supporting documentation of premium payments or services rendered. Requests supporting documentation of premium payments or services rendered. Requests must be received by June 9th of the fiscal year in which the cost was incurred.

ARTICLE VII - RETIREMENT PLAN

The Board will provide qualifying Tier I and Tier II personnel the opportunity to participate in the New York State Employees Retirement System 75i program and allow Tier III, Tier IV, V and VI members' participation as prescribed by Retirement Law.

ARTICLE VIII - LEAVES OF ABSENCE

Sick Leave

a. All unit members will be entitled to sick leave for reason of personal illness, injury, medical examinations or immediate family illness, when the employee is required to attend the patient.

- b. All unit members shall be allowed the following:
1. Ten-month salaried employees shall be allowed twelve (12) sick leave days per year.
 2. Eleven-month salaried employees shall be allowed thirteen (13) sick leave days per year.
 3. Twelve-month salaried employees shall be allowed fourteen (14) sick leave days per year.
 4. Hourly employees shall be allowed one (1) sick leave day per month.
 5. If unused, sick leave shall be allowed to accumulate for a total of not more than one hundred eighty (180) full days for ten-month employees, two hundred (200) full days for eleven-month employees, and two hundred twenty (220) full days for twelve-month employees.
 6. Sick leave is to be computed as of July 1 of each year.
 7. School officials will ask for an original physician's statement for any illness exceeding three (3) days.
 8. Extended sick leave greater than 2 weeks will require board notification by the Superintendent.
 9. Any employee on sick leave with a doctor's note will not be able to work in that position in any capacity.
 10. Ten-month Bus Drivers, Aides and Nurses working during summer school shall be allowed one (1) additional sick day to take during the summer school schedule. This sick day is only for appointed staff to summer school and does not carry over to their regular attendance.

2. Personal Leave

a. Three (3) personal leave days per year, non-cumulative, may be granted to unit members, including hourly personnel. Personal leave is defined as commitment for engagement that cannot be scheduled at any time other than during the working day.

b. In order to qualify for a personal leave day, an employee must apply in writing to his/her immediate supervisor forty-eight (48) hours in advance of desired request. The granting of any personal leave is subject to the approval of the Superintendent of Schools. In emergencies, the forty-eight (48) hours advance written notice may be waived by the Superintendent.

c. Any personal leave days that are not used in any school year will be added to the employee's accumulated sick leave time per Section 1, b.

3. Snow Days

All employees will be granted the number of snow days determined by the number built into the yearly school calendar when school closes due to inclement weather. If required to work in an emergency on a snow day, the employee will be compensated at their regular hourly rate of pay.

4. Bereavement Leave

A maximum of five (5) bereavement days, per occurrence, shall be allowed without loss of pay for death in the immediate family. "Immediate family" includes grandparents, parents, husband, wife, domestic partner, children, brothers, sisters, brother-in-law, sister-in-law, parent of spouse or domestic partner and any relative residing in the personal household in which the

employee himself/herself resides. It is recognized that situations occur wherein a bargaining unit member may have an established “immediate family” relationship with an individual who would not otherwise meet the definition set forth above. Bereavement leave will be made available to a unit member who establishes to the satisfaction of the Superintendent that such a relationship exists.

5. Court Leave

Personnel who are subpoenaed as jury members in a court of law will receive full salary and shall reimburse the District for any payment received (other than mileage) for such services. Employee will be required to provide proof of attendance.

6. Military Leave

Personnel who are called to active military service shall be granted the rights and privileges in accordance with the statutes in effect at the time of their induction into military service.

7. Leave Without Pay

a. Upon request from an employee, the Board may grant leave without pay. The employment status of an employee granted leave will remain unchanged, by leave neither being cancelled or increased, if the leave does not exceed two (2) school years. Retirement benefits, health insurance and similar fringe benefits will not be paid by the school district during the leave without pay; although the employee may elect to continue coverage at his/her own expense. Shorter periods of absence without pay may be arranged upon request of the employee to the Superintendent. The District’s portion of retirement benefits, health insurance, and similar fringe benefits will be paid if the absence is less than twelve (12) weeks.

b. It is the intention of the Board of Education to evaluate each recommendation of the Superintendent for a leave without pay on the individual merits in each instance.

8. Compensated Injury Leave

Should a non-teaching salaried or hourly person be injured while on duty and become eligible for Workers' Compensation, the school district will pay such person the difference between his/her regular salary and compensation benefits, for a period of thirty (30) working days with extensions to be considered by the Board of Education upon request. The District will pay the employee up front and then will be reimbursed by the Workers’ Compensation Plan. The employee’s benefit time will then be adjusted accordingly.

Days off under each Leave of Absence section (i.e. Sick, Snow Days, etc.) will not count as time worked towards overtime calculation.

9. Association Days:

a. The Association shall be permitted a total of eight (8) days per year, for the following purposes only:

1. Attendance at NYSUT or AFT state or national convention.
2. Participation and/or attendance at a PERB hearing, or Arbitration as a non-essential participant.
3. Attendance at a Union workshop provided such workshop in no way pertains to negotiations or litigation training.

- b. The following conditions must also apply:
 1. Association shall provide the Superintendent with the maximum possible written notice, but in no case less than 48 hours.
 2. Absences must not conflict with the educational process. The Superintendent shall be the sole determinant as to whether a conflict exists.
 3. The Association shall reimburse the District for the cost of substitute(s), or arrange for coverage of responsibilities of association members absent under the terms of this provision.

10. Arbitration or PERB Hearing Attendance

A unit member who has been designated by the Union to participate in and/or attend arbitration or a PERB hearing or conference will not have such leave deducted from any other leave.

ARTICLE IX - TERMINATION COMPENSATION

This paragraph applies to all unit members, salaried and hourly:

1. Upon retirement, termination because of inability to pass the required physical exam, or the elimination of a position, salaried unit members and hourly unit members working 30 hours or more weekly so affected will receive termination pay for the unused accumulated sick leave as follows:
 - 1 – 60 days of accumulated sick time: \$35 per day
 - 61-120 days - \$50/day
 - 121 days or more - \$70/day

Example: Employee retires with 90 accumulated sick days, they would be paid for 90 days at \$40 per day.

This payout will be rolled into the employees 403B. If the member does not have an account set-up, the District will assist the member in establishing an account.

2. Upon retirement, termination because of inability to pass the required physical exam, or the elimination of a position, salaried unit members and hourly unit members working less than 30 hours weekly so affected will receive termination pay for the unused accumulated sick leave as follows:
 - 1 – 180 days of accumulated sick time: \$35 per day
3. Benefits under this section are available only after five (5) continuous years of service in the District.
4. Any unit member who passes away while still employed by the district, and who qualifies under the above paragraphs, shall have such compensation disbursed to their estate.

ARTICLE X - VACATION PERIOD

(Applicable to twelve (12) month salaried and hourly employees only)

Upon completion of one (1) full year of employment, each twelve (12) month employee shall be granted two (2) weeks vacation. Upon completion of ten (10) years of service, each twelve (12) month employee shall be granted a total of three (3) weeks vacation. Upon completion of twenty (20) years of service, each twelve (12) month employee shall be granted a total of four (4) weeks vacation. The length of any vacation days earned by an employee will be determined by the length of the employee's workday. All vacation requests require approval of the immediate supervisor.

Employees will be allowed to roll over 5 days of vacation, to be used during the period of July and August.

ARTICLE XI - PAID HOLIDAYS

1. Salaried Personnel

a. All twelve (12) month salaried employees shall receive the following paid holidays complying with Federal, State, or school schedules of observance:

- | | |
|---------------------------|---|
| 1. Labor Day | 8. Martin Luther King, Jr. Day |
| 2. Columbus Day | 9. Lunar New Year (if falls on a workday) |
| 3. Veteran's Day | 10. President's Day |
| 4. Thanksgiving Day | 11. Good Friday |
| 5. Day after Thanksgiving | 12. Memorial Day |
| 6. Christmas Day | 13. Juneteenth |
| 7. New Year's Day | 14. Independence Day |

In addition, two (2) floating holidays shall be designated by the Union and the Superintendent at the beginning of each year.

b. All eleven (11) month employees will receive holiday compensation commensurate with their work year.

c. All ten (10) month employees will receive holiday compensation for the observed holidays commensurate with the student year.

2. Hourly Employees

a. All twelve (12) month hourly employees will receive paid holidays as follows:

(Cleaners)

- | | |
|---------------------------|---|
| 1. Labor Day | 8. Martin Luther King, Jr. Day |
| 2. Columbus Day | 9. Lunar New Year (if falls on a workday) |
| 3. Veteran's Day | 10. President's Day |
| 4. Thanksgiving Day | 11. Good Friday |
| 5. Day after Thanksgiving | 12. Memorial Day |
| 6. Christmas Day | 13. Juneteenth |
| 7. New Year's Day | 14. Independence Day |

In addition, the union and the Superintendent shall designate (2) floating holidays at the beginning of each year,

- b. All ten (10) month hourly employees will receive paid holidays as follows:

(Lunchroom Aide, Teacher Aide, Study Hall/Early Recess Monitor, Library Aide, Bus Aide)

- | | |
|---------------------------|---|
| 1. Labor Day | 7. New Year's Day |
| 2. Columbus Day | 8. Martin Luther King, Jr. Day |
| 3. Veteran's Day | 9. Lunar New Year (if falls on a workday) |
| 4. Thanksgiving Day | 10. President's Day |
| 5. Day after Thanksgiving | 11. Good Friday |
| 6. Christmas Day | 12. Memorial Day |
| | 13. Juneteenth |

ARTICLE XII - GRIEVANCE PROCEDURE

Definition: A grievance is an alleged violation or misinterpretation of an express provision of this agreement. A grievance shall be deemed waived unless a written grievance is filed within twenty-five (25) school days after the occurrence of the event giving rise to the grievance. All references to "days" within this article shall mean business days when the employee is scheduled to work.

Step 1: Discussion between the aggrieved employee and his/her immediate supervisor. Every reasonable effort to adjust the grievance shall be made by the supervisor, the employee and/or the union representative. The supervisor shall give his/her reply to the grievance within five (5) school days of the date of discussion.

Step 2: A. Discussion between the aggrieved employee and the Superintendent of Schools at which discussion the employee's supervisor, union representative, and appropriate witnesses may be present. Request for such Step 2 hearing shall be made by the aggrieved employee submitting a written statement of the grievance to the Superintendent of Schools no later than ten (10) days from the date of Step 1 reply. Following Step 2, the Superintendent of Schools shall have five (5) school days in which to reply in writing to the grievance.

B. The written statement of grievance shall contain the following: statement of the express provisions(s) of this agreement alleged to be violated; action or actions which led to the filing of the grievance; individual or individuals responsible for the alleged action(s) if applicable and known; remedy sought.

C. All written statements of grievance and appeals to subsequent steps shall be accurately dated.

Step 3: A. All written statements and records in the matter, in the event the issue or grievance has not been settled, shall be submitted to the President of the Board of Education by the employee, his/her representative(s) or the Union Grievance Committee within ten (10) days after

receiving the decision rendered by the Superintendent if such decision does not meet with approval.

B. The Board may hold a hearing, if requested by the aggrieved party, in order to obtain further information regarding the matter. The Board shall render its decision within thirty (30) days of the hearing or not later than the next regular meeting.

Step 4: A. In the event the Union is not satisfied with the response of the Board at Step 3, and the Union has determined the grievance is meritorious, it may within fifteen (15) school days after receipt of the written response of the Board, submit the matter to the American Arbitration Association for processing under their Voluntary Rules.

B. The decision of the arbitrator will be binding on both parties.

C. Jurisdiction of arbitrator - The arbitrator shall not supplement, enlarge, diminish, or alter the scope of meaning of this agreement, nor entertain jurisdiction over any subject matter not contained herein, except to the extent necessary to determine his/her jurisdiction.

D. The costs of the service of the arbitrator will be borne equally by the District and the Union.

E. All time limits contained within this procedure shall be strictly construed, except by mutual consent of the parties.

F. Should a decision at any step of this procedure not be appealed to the next step within the time limit specified, the grievance shall be deemed to be withdrawn, and further appeal shall be barred. Further, should the District or its representative fail at any step to answer within the specified time limit, this failure shall permit the lodging of an appeal at the next step within the time which would have been allotted had the decision been communicated by the final day.

ARTICLE XIII - SENIORITY/LAYOFF

1. Seniority/Layoff Procedure - Should the District determine the need to lay off employees covered by this agreement, the following procedure shall apply:

a. The least senior hourly employee(s) within the affected department shall be laid off first. Hourly employees within a department will be laid off in order of least seniority and before any salaried personnel.

b. Salaried personnel affected by layoffs will be afforded the opportunity to bump into available hourly positions within their department.

c. Salaried personnel who are reduced to hourly as a result of departmental layoff shall be entitled to the following benefits:

1. Health Insurance
2. Termination compensation based upon accumulated sick leave at the conclusion of employment.

d. "Department" for the purposes of this article shall be defined as follows:

1. Bus Drivers
2. Transportation - Mechanic, mechanic's helper
3. Cafeteria - Head Cook, 6-hour Food Service Worker, 3-hour Food Service Worker
4. Custodial - Maintenance, custodial worker, hourly cleaner
5. Support Staff - bus aide, library aide, teacher aide, other hourly personnel not included in any of the above
6. Guidance Secretary
7. School Nurse
8. Licensed Practical Nurse

- e. Seniority shall be determined as follows:
1. Seniority begins on the first actual day of work as a regular employee; substitute service does not count toward seniority.
 2. Salaried personnel with a department are senior to hourly personnel, regardless of years of service.
 3. In determining seniority of hourly personnel only, all service as a regular employee within a department will be considered.
 4. Seniority may not be transferred between departments.
 5. An employee who works in more than one department shall accrue seniority for layoff purposes in only one department. The employee's department for layoff purposes shall be determined by the Board of Education at the time of hire. An up-to-date seniority list by department will be maintained by the District, and will be available to any employee upon request.
 6. Employees exercising seniority rights must be qualified for a position claimed as a result of a layoff. The District shall be the sole determinant of qualification.

2. Open Positions - Bargaining unit members will be given first opportunity to apply for vacant positions within the bargaining unit for which they may be qualified prior to offering the position to the general public. The District shall retain sole discretionary authority in determining whether or not a unit member is qualified.

3. Elimination of Bus Runs – In the event of the elimination of bus run(s), drivers will have their choice of runs in descending order of seniority. For example, the most senior driver will have his/her choice of run, followed by the second most senior drive, and so on.

ARTICLE XIV - PAYROLL DEDUCTIONS

The Board agrees to deduct from the salaries of the Union members dues for Harrisville Support Employees Association.

The Board further agrees to transmit the monies promptly, in equal bi-weekly payments, beginning with the second pay period of October and continuing for fifteen consecutive pay periods, to the Treasurer of the Union.

Employee authorization shall be in writing and on record in the office of the Superintendent of Schools as of the first day of October each year. The annual payment to the Treasurer of Harrisville Support Employees Association will be based on said list of non-teaching personnel who have voluntarily authorized dues deductions.

Agency Fee: Effective July 1, 1983, the Harrisville Central School District shall deduct from wages or salary of employees in the bargaining unit who are not members of the Union the amount equivalent to the dues levied by the Union and shall transmit the sum so deducted to the Union in accordance with Chapters 677 and 678 of the Laws of 1977 of the State of New York.

The Harrisville Support Employees Association affirms that it has adopted such procedure for refund of agency shop fee deduction as required in Section 3 of Chapter 677 and

678 of the Laws of 1977 of the State of New York. This provision for agency shop fee deduction shall continue in effect so long as the Union maintains such procedure.

The agency shop fee deduction shall be made following the same procedure as is applicable for dues check off, except as otherwise mandated by law or this Agreement.

NYSUT Benefit Trust:

1. The district will deduct from the salaries of those unit members participating in the Trust an amount authorized by said unit member on Benefit Trust forms.
2. The deductions will commence on the second pay period of the school year and will continue for fifteen (15) consecutive pay periods in a school year.
3. The authorization may be amended or withdrawn at the discretion of the unit member.
4. The monies deducted will be forwarded by the District to the NYSUT Benefit Trust as deducted.

ARTICLE XV - SICK LEAVE BANK

Objective: The sole purpose of the Sick Leave Bank is to provide additional sick leave to bank members who have exhausted their own sick leave and who require additional days as a result of unplanned, prolonged illness. This sick leave bank is not intended to provide additional sick leave time for medical situations such as elective surgery, childcare leave, or remedial health treatment programs such as trips to alternate climates. The Executive Committee of the Union according to the following guidelines will administer the Bank:

1. The bank is open to all unit members and is voluntary.
2. Prospective members will apply for membership by notifying the committee in writing.
3. The deadline for application for membership is September 30th of each year.
4. Members will donate two (2) days at the time of joining and one (1) day each year thereafter to retain their membership.
5. Membership may be terminated by notifying the committee in writing. If an employee terminates membership, he/she shall be ineligible to rejoin.
6. Membership may be continued each year without re-application.
7. Days donated are non-refundable.
8. Only members of the Bank are eligible to draw benefits.
9. Procedure for Requesting Sick Bank Leave – To be eligible, the unit members must:
 - a. Have exhausted his or her sick leave and vacation leave;
 - b. Have at least ten (10) sick days accrued prior to serious illness (except for first year unit members who must have at least five (5) days accrued);
 - c. Have donated the required number of sick days;
 - d. Make a request in writing to the Executive Committee;

- e. Accompany such request with a copy of his or her attendance record for the past three (3) years (these records are available, upon request, from the Central Office;
 - f. Substantiate his or her illness with a doctor's statement.
10. A member making an appeal for days will meet with the committee, if necessary, to determine whether sick leave will be granted.
 11. When a member makes an appeal for sick leave, the committee will respond in writing within four (4) days after the request has been made.
 12. The committee reserves the right to require a physician's statement in response to an appeal for sick leave, and before the granting of possible benefits.
 13. Sick leave days requested are for the member's personal illness only.
 14. Days granted to a member do not have to be returned to the Bank; days granted and not used must be returned to the Bank.
 15. Maximum benefits granted will be as specified by the following schedule:

	Whichever is less:		
	Workdays	or	Percent of Bank
0 - 5 years work in the District	20	or	5%
6 - 10 years work in the District	40	or	10%
11+ years work in the District	60	or	15%

- The unit member who has participated in the sick leave bank and used the maximum, for which he or she is eligible, may continue to draw benefits from the sick leave bank under extenuating circumstances upon recommendation of the Executive Committee. In the case of recurrent absences resulting from the same illness, once the unit member has used the maximum number of days to which he or she is entitled, subsequent use of the sick leave bank as a result of the recurrence of the same illness can only occur upon the recommendation of the Executive Committee. Benefits will be granted only as long as days remain available in the Bank.
16. Benefits will apply only to days on which the member would have normally been paid.
 17. If the Bank should be exhausted in any given year, the committee may draw one additional day from each member to re-supply the Bank. Such action will be taken only once in any school year.
 18. Sick leave members who leave the district with less than five years of continuous service, shall have any remaining accumulated sick leave days donated to the sick bank up to a maximum of ten (10).
 19. When the Bank's total accumulation of days reaches 400 days, additional days shall not be drawn from the general membership except as new members may join the bank.
 20. In the event a unit member chooses not to join the Bank at his/her first opportunity to do so, he/she may apply between September 1 and September 30 of any year. Such member will be required to donate all of the days he/she would have donated if application had been made at the first opportunity to do so. Such

member will not be eligible to draw days from the Bank until February 1 of the following year.

21. Recommendations for changes and/or interpretations will be made by the committee subject to the approval of the Board of Education and the Association.
22. Decisions of the committee regarding the awarding of benefits are not subject to the contractual grievance procedure.
23. The rules and regulations of the Bank may be changed upon the recommendation of the committee and concurrence of the Board of Education and the Union.

ARTICLE XVI – CLOTHING ALLOWANCE

A \$150.00 clothing allowance (pants and footwear only – includes scrubs for the RN and LPN) will be provided annually for the following employees:

Cafeteria – Head Cook, 6-hour Food Service Worker, 3-hour Food Service Worker

Custodial – Custodial Worker, Cleaner

Transportation – Mechanic and Mechanic’s Helper.

Registered Nurse (School)

Licensed Practical Nurse

The clothing allowance will be distributed throughout the school year and reimbursement up to \$150 will be granted only upon the Superintendent receiving original receipts by June 9th of the fiscal year in which the cost was incurred.

If Uniforms/shirts are provided they are mandatory to be worn for the following staff:

Cafeteria – shirts, aprons and hair covers (5 annually)

Maintenance Helper/Custodians/Cleaners – Pants and Shirts

Mechanic/Mechanic’s Helper – Pants and Shirts

ARTICLE XVII - SALARIES AND WAGES

A. Each job title will be paid the following hourly rate or annual salary:

Salaries - Each Salaried employee employed as of June 30 will receive salary increases as follows:

Year 1 - 4%

Year 2 – 4%

Year 3 - 4%

Wages - Each Hourly employee employed as of June 30 will receive wage increases as follows:

Year 1 - 4%

Year 2 – 4%

Year 3 - 4%

Base Hiring - Increase in the following manner all titles

- Year 1 - 2%
- Year 2 - 2%
- Year 3 - 2%

Specified negotiated terms and base-hiring salary schedules will be paid as listed in the ANNEXES for each department.

B. Longevity increments will be paid as follows:

For members hired prior to July 1, 2001 will be paid out annually prior to November 1st of a given year in the following manner:

Years 6-10	\$250
Years 11-15	\$500
Years 16-20	\$750
Years 21-25	\$1,000
Years 26-30	\$1,250

Longevity Increments for members hired after July 1, 2001, will be paid out in the following manner:

Years 11-15 will receive a 1 time payment of \$500. Any member in years 11-15 will receive this 1 time payment in October 2021.

Years 16-20	\$400/annually
Years 21-25	\$650/annually
Years 26-30	\$900/annually
Over 30 Years	\$1,250/annually

Subject to the following conditions:

1. The unit member is regularly employed by the District for student year or longer;
2. the unit member is regularly employed by the District for three (3) or more hours per day. (In the event of a change in eligibility, longevity payments will be determined by the total number of years during which there was regular employment of three or more hours per day.)

C. The Board of Education will not reduce any positions, which were three (3) or more hours per day in 1989-90, below three (3) hours per day unless it negotiates the impact of such reduction with the Union.

D. All ten-month unit members who are required to perform extra work beyond the ten-month school year will be compensated for each day of such extra work at a rate of

1/200 of their annual salary. Immediate supervisor and Superintendent of Schools must approve all work.

- E. Members of the Harrisville Support Employees Association will be entitled up to a \$150.00 reimbursement annually for each enrollment cost of approved Dental and Vision Plan. The reimbursement request must be submitted in writing, along with supporting documentation, by June 9th of the fiscal year in which the cost was incurred.
- F. In the event of a school delay, hourly employees will be paid their straight time hourly rate for the number of hours they would have worked if school was not delayed. This pay will not count as hours worked for any purpose.

ANNEXES

DEPARTMENT - CAFETERIA

Part I - Specific negotiated terms for Cafeteria Personnel (10 month employees) beyond the general agreement Cafeteria Personnel will be scheduled for work when pupils are in session and school district cafeterias are operating.

Part II - Cafeteria Department Salary Schedule

Newly hired cafeteria unit members are subject to the base hiring rates in effect at date of hire. Base hiring rates are as follows:

	7/1/24-6/30/25	7/1/25-6/30/26	7/1/26-6/30/27
Head Cook	\$23,911	\$24,389	\$24,877
6 hr. Food Service Helper	\$20,651	\$21,064	\$21,485
3 hr. Food Service Helper	\$10,326	\$10,533	\$10,744

*or the NYS minimum wage rate, whichever is higher

Part III - Hepatitis Shots

The District will provide Hepatitis B vaccinations at no cost to cafeteria employees who are required to have such shots as a condition of employment.

Part IV – 3 hr. and 6 hr. Food Service Helpers’ Lewis County Food Service Association membership dues will be paid by the District.

Part V – Food Service Helpers who attend Conferences/Workshops/Meetings designed to increase their knowledge base, outside of their regularly scheduled work day or on the weekends, will be compensated at their regular hourly rate of pay plus mileage if a school vehicle is not available. Proof of

attendance must be verified by their Department Head with a maximum of 6hrs. per conference per employee. Conference must be approved by Department Head/Superintendent.

DEPARTMENT - CUSTODIAL - MAINTENANCE

Part I - Specific negotiated terms for Custodial-Maintenance Personnel beyond the general agreement

Part II - Cleaner (12 month)

A. Work schedule on days other than the days of pupil attendance will be at the discretion of the Superintendent of Schools.

Part III - Part-Time Cleaner

- A. Salary will be minimum wage.
- B. Hours will be at the discretion of superintendent and maintenance supervisor.

Part IV - Custodial/Maintenance Department Salary Schedule

Newly hired Custodial/Maintenance unit members are subject to the base hiring rates in effect at date of hire. Base hiring rates are as follows:

	7/1/24-6/30/275	7/1/25-6/30/26	7/1/26-6/30/27
Custodian	\$36,480	\$37,210	\$37,954
Maintenance Helper	\$37,725	\$38,480	\$39,250
Cleaner	\$18.14	\$18.50	\$18.87

*or the NYS minimum wage rate, whichever is higher

DEPARTMENT - BUS DRIVER

Part I - Specific negotiated terms for Bus Drivers (10-month employees) beyond the general agreement.

A. Salary Employees - Each Bus Driver, Special Education Driver, Vocational . Education/Regular Bus Driver, Pre-K Drivers and Parochial Driver.

B. Drivers will receive a per hour rate, with a two hour minimum, for extra trips. All extra driving shall be pro-rated to the nearest thirty (30) minute interval for payment. Base hiring rates are as follows:

Year 1 - \$22.40

Year 2 - \$23.30

Year 3 - \$24.23

*or the NYS minimum wage rate, whichever is higher

C. Late Bus Run will be paid as follows: If one bus is utilized, time and a half will be paid to the one bus driver. If two buses are utilized, straight time will be paid to the drivers.

D. All Bus Drivers will be paid 2 hours minimum per run.

Part II - Definitions

A. Regular bus driver: Those unit members whose department for layoff purposes is set forth in Article XIII.

B. Extra trips: One event assignments which include, but are not limited to home and away interscholastic sports events, field trips, parades and other band or chorus events, late runs and any other extra curricular activities for which school vehicles are used.

C. Special runs: Regular runs of an educational nature or for an indeterminate length of time including summer school runs, Impetus, Project Challenge, SAT & ACT testing and/or in which an individual student is transported in a school vehicle by a regular bus driver. Summer School run will be a salary position based on extra trip rate x 4 hrs./day x # of days of summer school session.

D. Long-Distance/Extraordinary Out-of-District Bus Runs (Special Education Driver): Shall be defined as any long-distant extraordinary out-of-district bus run to be defined as a bus run where Harrisville Central School Students are dropped off and picked up at another school district where the total amount of "driving" time exceeds on average 2 hours per trip. In the event of this type of bus run the Board and the HSEA negotiating team will agree to negotiate a fair and reasonable salary/rate of pay, no lower than the base rate in a timely manner upon request from the HSEA Union President to the Superintendent. This does pertain to a regular bus run and this bus run is guaranteed to NOT make less than a regular bus run.

E. Overnight Bus Trip: In the event an extra trip requires an overnight stay, a District representative will notify the driver when their driving duties are no longer needed for the day. Drivers will be paid extra trip rate for hours worked prior to release of duty.

Part III - Seniority

A. A seniority list will be posted annually in the bus garage with the most senior drivers named first and the others listed in descending order of seniority.

B. Special runs will be posted in the bus garage as they are scheduled. Regular bus drivers with the most seniority shall have first priority for special runs. Regular bus drivers who wish to drive special runs shall sign the posting by name, date and time of signature for each run. Signatures after the posted cutoff time will not be honored. Once a run is accepted, no other driver may take the run.

C. Extra trips shall be posted in the bus garage as they are scheduled. Regular bus drivers who wish to drive extra trips shall sign the posting by name, date and time of signature for each trip. Signatures after the posted cutoff time will not be honored. Once a trip is accepted, no other driver may take that trip. Extra trips will be assigned to drivers who have posted their names according to the following rotation: All regular drivers shall rotate through the position of first refusal in seniority order. As each regular driver rotates through the first refusal position, all other drivers shall maintain their places on the regular seniority list. After a run has been awarded, if for any reason that driver can no longer take the run, it goes back to the senior drivers for right of first refusal (for that run only).

D. Whenever a driver bids for and is awarded an extra trip or special run which results in the driver being taken from the normal P.M. bus run, the driver will still be paid their normal p.m. salary. They will receive the extra trip rate for all hours of the run.

E. Job openings shall be posted in the bus garage. Final approval for selection will be by the Board of Education.

F. The District will mandate extra runs in reverse seniority when necessary to ensure operations.

G. Regular drivers, in order of rotating seniority, will be given preference over substitute drivers in the assignment of late bus, special runs, extra trips or in the case of absenteeism.

Part IV - Bus Driver Department Salary Schedule

Newly hired bus driver unit members are subject to the base hiring rates in effect at date of hire. Base hiring rates are as follows:

	7/1/24 – 6/30/25	7/1/25 – 6/30/26	7/1/26-6/30/27
Bus Driver	\$21,440	\$21,869	\$22,306
Vocational /Regular Driver	\$34,049	\$34,730	\$35,425
Pre-K Driver	\$10,426	\$10,635	\$10,848
Parochial Driver	\$21,440	\$21,869	\$22,306
Create Driver	\$21,440	\$21,869	\$22,306

Part V – The District will reimburse the cost of CDL license renewal MINUS the cost of a basic NYS driver’s license to those unit members who require a CDL as part of their job performance. Receipts for renewal transaction must be provided to the Superintendent prior to June 9 in the fiscal year in which the transaction occurred.

DEPARTMENT - TRANSPORTATION

Part I - Specific negotiated terms for Transportation Personnel beyond the general agreement.

Mechanic (12 month salaried employee)

A. Daily work schedule: The mechanic shall work eight (8) hours per day. The exact time schedule may vary dependent on the time of year, driving schedule, and the needs of the district. A written schedule provided by the Transportation Supervisor will dictate the needs of the District. This will be done four (4) times a year.

B. The school district will provide tools for bus maintenance and replace tools as necessary, with administrative approval.

C. All extra time worked above and beyond the forty (40) hour work week will be compensated at a rate of time and one-half.

Mechanic's Helper (12 month salaried employee)

A. Daily work schedule: The mechanic shall work eight (8) hours per day. The exact time schedule may vary dependent on the time of year, driving schedule, and the needs of the district. A written schedule provided by the Transportation Supervisor will dictate the needs of the District. This will be done four (4) times a year

B. All extra time worked above and beyond the forty (40) hour work week will be compensated at a rate of time and one-half.

Part II - Transportation Department Salary Schedule

Newly hired transportation unit members are subject to the base hiring rate in effect at date of hire. Base hiring rates are as follows:

	7/1/24 – 6/30/25	7/1/25 – 6/30/26	7/1/26-6/30/27
Mechanic	\$57,764	\$58,919	\$60,097
Mechanic's Helper	\$32,820	\$33,476	\$34,146

DEPARTMENT - SUPPORT STAFF

Part I - Specific negotiated terms for Support Staff Personnel beyond the general agreement.

Part II - Support Staff Salary Schedule

Newly hired support staff unit members are subject to the base hiring rate in effect at date of hire. Base hiring rates are as follows:

	7/1/24 – 6/30/25	7/1/25 – 6/30/26	7/1/26-6/30/27
Library Aide	\$15.30	\$15.61	\$15.92

Bus Aide	\$18.31	\$18.68	\$19.05
Monitor (Study Hall and Early Recess)	\$15.30	\$15.61	\$15.92
Teacher Aide	\$15.30	\$15.61	\$15.92

* or the minimum wage rate, whichever is higher.

Bus Aides are paid 2 hrs. minimum per run.

If a Bus Aide's assigned student is known to be absent they have the option to rube and be paid their hourly rate or take the day off utilizing time from their benefit bank.

DEPARTMENT - GUIDANCE SECRETARY

Part I - Specific negotiated terms for Guidance Secretary beyond the general agreement.

- A. Salary - Each Guidance Secretary (11 month) employee
- B. Extra summer work will be paid on a daily rate.
- C. The guidance secretary's Notary licensing fee shall be paid by the district.

Part II - Guidance Secretary Salary Schedule

Newly hired Guidance Secretary unit members are subject to the base hiring rate in effect at time of hire. Base hiring rates are as follows:

	7/1/24 – 6/30/25	7/1/25 – 6/30/26	7/1/26-6/30/27
Guidance Secretary	\$32,952	\$33,611	\$34,283

DEPARTMENT – SCHOOL NURSE

Part I - Specific negotiated terms for School Nurse beyond the general agreement.

- A. Salary – The beginning salary for the School Nurse (10 Month) Salaried employee.
- B. Extra summer work might include time for student physicals and would be paid on a per diem basis.

Part II – School Nurse Salary Schedule: Base hiring rates for newly hired School Nurse unit members are subject to base hiring rates in effect at date of hire. Base hiring rates are as follows:

7/1/24 – 6/30/25	7/1/25 – 6/30/26	7/1/26-6/30/27
\$43,725	\$44,600	\$45,492

Part III – Paid Holidays

- A. The School Nurse shall be expected to work on staff development days but not on school vacations or snow days.

Part IV – District will reimburse RN and LPN for license renewal.

DEPARTMENT – LICENSED PRACTICAL NURSE

Part I - Specific negotiated terms for Licensed Practical Nurse beyond the general agreement.

- A. Salary – The beginning salary for the Licensed Practical Nurse (10 Month) Salaried employee.

- B. Extra summer work – Will be paid on a per diem basis prorated based on the number of hours worked each day.

Part II –Newly hired Licensed Practical Nurse unit members are subject to base hiring rate in effect at time of hire. Base hiring rates are as follows:

7/1/24 – 6/30/25	7/1/25 – 6/30/26	7/1/26-6/30/27
\$26,496	\$27,026	\$27,567

Part III – Paid Holidays

- A. The licensed practical nurse shall be expected to work on staff development days but not on school vacations or snow days.

PROBATIONARY EMPLOYEES

All new employees hired subsequent to the ratification of this agreement shall serve a one (1) year probationary period, commencing with date of hire. The provisions of Article XIII, dealing with layoff and open positions do not apply to employees during their probationary period.

HEALTH INSURANCE BUYOUT

The District will offer the same Health Insurance Buyout outlined in the HTA contract.
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.

With the exception of salary and wage rates, which shall be retroactive to July 1, 2024, this agreement shall become effective upon ratification and continue through June 30, 2027.

For the Union:

President

Dated: _____

For the Board of Education:

President

Dated: _____