

**AGREEMENT  
BETWEEN THE**

**CHERRY VALLEY-SPRINGFIELD  
INSTRUCTIONAL SUPPORT EMPLOYEES'  
ASSOCIATION**

**AND THE**

**BOARD OF EDUCATION OF THE  
CHERRY VALLEY-SPRINGFIELD CENTRAL  
SCHOOL DISTRICT**

**JULY 1, 2021 – JUNE 30, 2024**

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## **PREAMBLE**

All Cherry Valley-Springfield employees share in the responsibilities for the social, emotional and academic growth of all the students of the Cherry Valley-Springfield Central School District.

All employees agree to cooperate within their work assignment areas to facilitate learning. It is expected that collaboration may be needed in attaining these goals and that help will be sought or given as the need arises.

## **ARTICLE I - RECOGNITION**

- 1.01 The Board of Education recognizes the Cherry Valley-Springfield Instructional Support Employees' Association as the exclusive Bargaining Agent for the following classes of employees: Bus Drivers, Mechanic, Food Service Workers, Teacher Aides, LPN Aide, Maintenance Staff, Bus Monitors, Clerk, Keyboard Specialist, Account Clerk, and Secretary (except Confidential and Managerial employees).
- 1.02 The Board of Education recognizes that the contract covers each of its non-instructional employees who works a regular schedule, whether it be one, two, three, four, five, six, seven or eight hours a day, so long as it is for a fixed period of time such as the school year, the calendar year or any other fixed period agreed to at the time of hiring.

## **ARTICLE II – HOLIDAYS**

- 2.01 Recognized holidays for twelve (12) month employees include:

Fourth of July  
Labor Day  
Columbus Day  
Veteran's Day  
Thanksgiving and day after  
Christmas Day and either day before or after  
New Year's Day  
Martin Luther King Day  
President's Day  
Good Friday

Memorial Day  
Juneteenth Day

### **ARTICLE III - LEAVES OF ABSENCE**

#### **3.01 Sick Leave**

1. All probationary employees covered by this agreement shall accumulate days of sick leave bi-annually (July 1 and January 1). Permanent employees will accumulate days annually as follows:
  - 10 month employees .... (12 total for the year)
  - 12 month employees .... (15 total for the year)
2. Unused sick leave may be accumulated to a maximum of one hundred and eighty (180) days.
3. The District may require a physician's statement from any individual who is absent for more than three (3) continuous days for illness. The school physician will be entitled to detailed information, including prognosis, with regards to any illness/ disability lasting more than eight weeks.
4. Sick leave will be taken in increments of a ½ day or a full day.

#### **3.02 Personal Leave**

1. All ten (10) month employees shall be entitled to three (3) personal business days each year, accumulative to five (5).
2. All twelve (12) month employees shall be entitled to three (3) personal business days each year, accumulative to five (5).
3. Employees need not specify the exact nature of the use of the personal day. A personal day cannot be used to extend a holiday or vacation for recreational purposes. Using the personal day form, request for such absence will be submitted in writing to immediate supervisor except in cases of emergency when advance notice cannot be given.
4. If there are events that are out of the employee's control, the District may grant the employee an exception and allow that member to take a personal day before or after a vacation or holiday. In such situations, using the personal day form, the member will make a request in writing to the Superintendent within (5) five working days (unless it is an emergency). It is the discretion of the Superintendent to determine whether or not the event is for recreational purposes. If the employee's event is not for recreational purposes and cannot be rescheduled for another time, the Superintendent will grant the personal leave.

5. Personal leave will be taken in increments of a ½ day or a full day.

### 3.03. **Vacation Leave**

1. All new 12 month employees will accrue vacation time at the rate of one (1) day per month to a maximum of ten (10) days per year. Accrued vacation days may be used following the six (6) month probationary period by new employees.
2. Accumulated vacation time must be used prior to the effective date of resignation.
3. All employees, following their first full year of work, will take vacation on an annual basis of ten (10) days per year with one (1) additional day added for each year of employment after the first year of employment up to the sixth (6th) year.
4. After ten (10) years of employment, one (1) additional day will be added to the fifteen (15) already accumulated. One (1) additional day will be added thereafter for every year of work up to a maximum of five (5) days for a total of 20 days.
5. Vacation for teaching aides, bus drivers, bus monitors and cafeteria workers will be school vacations only. Bus driver/cleaners will be encouraged to use vacation days only when school is not in session.
6. Vacation Notification - Requests for vacation must have prior approval by the immediate supervisor and the Superintendent. Each request is to be submitted, in writing, at least one (1) week prior to the first day requested.
7. Vacation days will be allowed to be carried over into the next school year, up to a limit of five. Any days over the five must be used during the first two weeks of the ensuing year or will be deducted from the employee's accrual.
8. Vacation leave will be taken in increments of a ½ day or a full day.

### 3.04. **Family Illness/Bereavement Leave**

1. All employees shall be entitled to five (5) days annually, if necessary for serious illness or death within the immediate family. Such leave shall not be cumulative. For the purposes of this Article, immediate family shall be defined to include: spouse, mother, father, mother- in- law, father- in- law, children (natural, foster, or guardianship), brothers, sisters, brother- in- law, sister- in- law, grandchildren, grandparents, aunts and uncles.
2. Unused Family Illness/Bereavement Leave, up to (5) days, will be applied to sick

leave days as a one time event at retirement only; not to exceed 180 days.

**3.05. Child Rearing Leave**

1. An unpaid Child Rearing Leave of Absence for males and females of up to two (2) years duration will be available at the birth or adoption of a child.
2. An employee may return prior to the end of the unpaid leave of absence provided that the district has received forty-five (45) days written notification of a desire to return.
3. An employee will not be given salary schedule credit for the period of the time that he/she is on leave.
4. It is understood that unpaid Child Rearing Leave is not counted as part of the probationary period and, therefore, extends the probationary period accordingly.
5. It is understood that unpaid Child Rearing Leave is not counted as part of seniority.

**3.06. Unpaid Leave**

1. Employees will be responsible for paying their health insurance in situations in which they have exhausted their appropriate leave accruals.

**ARTICLE IV - UNSCHEDULED CLOSING**

- 4.01. All twelve (12) month employees are expected to work their regular hours on snow days unless the conditions are such that they can not get to work on time. Twelve month employees are not to leave early on snow days unless conditions warrant it, and the Superintendent has approved such an early leaving. If a Declaration of Emergency is issued by Otsego County, employees will not be expected to work and no days will be taken from accumulated leave for that day. For those who are asked to work will receive one additional floating holiday.
- 4.02. In the event that the Superintendent sends employees home early, the employee shall be paid for a full work day.
- 4.03. If a twelve month employee is required to work and fails to report, the Superintendent may approve the use of a personal day. If an employee wants to use a personal day for this purpose, he/she must notify the Superintendent as soon as possible of their intent to use a personal leave day. Failure to report to the Superintendent shall be considered a waiver of the option to use a personal day. If an employee has no personal days available or does not want to use a personal day for this purpose, the employee shall not be paid for

that day.

**ARTICLE V - INSURANCE COVERAGE**

**5.01 HEALTH INSURANCE**

1. Employees hired prior to July 1, 2003 and who work a minimum of 20 hours per week or earn at least \$5,000 annually or are a bus driver will contribute 10% of the annual premium capped at 1% of their regular total pay for either the single or family health plan with Catskill Area School Employees' Benefit Plan (PPO Plan A), or the equivalent dollar amount to an alternative HMO plan.

Employees hired on or after July 1, 2003 who work a minimum of 30\* hours per week and earn at least \$5,000 annually or are a bus driver will contribute 13% of the annual premium.

\*30 hours or the maximum allowed by Civil Service Law, whichever is lower.

2. Should Bassett Hospital not waive the deductible for the members of CASEBP, the District agrees to reimburse each non- instructional employee in the collective bargaining agreement that elects CASEBP as their health insurance plan seventy-five (75) dollars per year.

3. Plan Deductibles and Copays:

Individual Health Plan Deductible	In-Network/none
	Out-of-Network/\$250
Family Health Plan Deductible	In-Network/none
	Out-of-Network/\$750
Prescription Co-pays In-Network	
2X co-pay	Mail-in for 90-day supply
\$5	Retail Generic
\$15	Retail Preferred Brand
\$30	Retail Non-Preferred Brand
Prescription Co-pays Out of Network	No Coverage

4. In order to be eligible for District sponsored health insurance in retirement, an employee must take either an individual or family health insurance plan instead of a buyout in their final year of employment, have worked for the District for a minimum of 10 consecutive years, and have attained the age of 55. An employee who meets this criteria will contribute towards their health insurance premium as follows:

- a. Effective July 1, 2021 any employee hired prior to July 1, 2021 who retires prior to July 1, 2022 will contribute 6% towards their individual health insurance premium. If at retirement the employee qualifies for family coverage, they will still contribute 6% until at which time they are able to move to an individual plan.
  - b. Effective July 1, 2021 any employee hired prior to July 1, 2021 who retires prior to July 1, 2023 will contribute 8% towards their individual health insurance premium. If at retirement the employee qualifies for family coverage, they will still contribute 8% until at which time they are able to move to an individual plan.
  - c. Effective July 1, 2021 any employee hired prior to July 1, 2021 who retires prior to July 1, 2024 will contribute 10% towards their individual health insurance premium. If at retirement the employee qualifies for family coverage, they will still contribute 10% until at which time they are able to move to an individual plan.
  - d. Effective July 1, 2021 any employee hired prior to July 1, 2021 who retires after June 30, 2024 will contribute 10% towards their individual health insurance premium. If at retirement the employee qualifies for family coverage, they will still contribute 10% until at which time they are able to move to an individual plan.
  - e. Any employee hired after July 1, 2021, providing the retiree is not eligible for group health insurance elsewhere, will contribute the percentage of the annual health insurance premium that they were contributing at the time of retirement.
5. The District agrees to provide alternative health insurance in the form of a single lump sum payment. The following guidelines apply:
- a. Employees must declare by September 15, of any school year their desire not to join the health insurance program for that school year.
  - b. It is understood that once an employee opts not to join the health insurance program, that the employee will not automatically be re-enrolled in the health insurance program the following year and that re-enrollment can only occur in October or July of any school year, or at such time designated by the school's carrier. Applications must be submitted within the enrollment period.
  - c. By no later than February 1, the District will pay a taxable sum of \$2,000 for family coverage and \$1,500 for individual coverage to employees opting not to



participate in the group health insurance program. Any health insurance plan taken from the district negates a health insurance buyout.

- d. In order to apply for family coverage, an employee must qualify for such coverage.
6. The District will reimburse members for their Medicare Part B contribution upon receipt by the District of a claim form, a copy of their Medicare card and verification of the amount paid. The reimbursement is capped at \$1250. Effective July 1, 2021 only the retiree will receive reimbursement for their Medicare Part B.

#### **5.02 DENTAL INSURANCE**

1. The district offers two Dental plan options, the Delta Dental 001 (higher level) and the Delta Dental 002 (former EBS) plan. The district will pay the premium for an individual Delta Dental 002 plan. Any coverage beyond the cost of that individual plan is the responsibility of the employee.

#### **5.03 VISION CARE**

1. In addition to the vision benefit provided by the CASEBP PPO Plan A, the District will refund \$15.00 per year for prescription eyeglasses and/or contacts for employees in this group upon the submission of a receipt to the Business Office.
2. Should an employee use an out of network provider, it is the responsibility of the employee to submit a claim to CASEBP to receive those benefits.

#### **5.04 MILITARY LEAVE**

1. A person on military leave as provided by law for Guard or Reserve will have Family Health and Individual dental maintained at District expense.

### **ARTICLE VI - COMPENSATION ITEMS**

- 6.01 All full time ten (10) month employees shall work a minimum of 181 days and shall be paid on that basis. If additional days are needed for staff development, they will be paid at the standard per diem rate. These days could be outside the traditional school calendar either during vacation breaks or the summer months.
- 6.02 The District reserves the right to hire above the base if prior experience is verified.

6.03 Entry level salary for the duration of this contract will be as follows:

Food Service Workers			
Full-time/Part-time	2021-22	\$13.20/hour	
	2022-23	\$13.90/hour	
	2023-24	\$14.60/hour	
Assistant Food Service Manager	\$.80 /hour to Base Food Service Worker		
Cook	\$.80 /hour to Base Food Service Worker		
Assistant Cook	\$.40 /hour to Base Food Service Worker		
Teacher Aides			
Full-time/Part-time	2021-22	\$13.20/hour	
	2022-23	\$13.90/hour	
	2023-24	\$14.60/hour	
LPN	\$18.00 per hour		
Keyboard Specialist			
	2021-22	\$13.20/hour	
	2022-23	\$13.90/hour	
	2023-24	\$14.60/hour	
Bus Monitors			
Full-time/part-time	2021-22	\$13.20/hour	
	2022-23	\$13.90/hour	
	2023-24	\$14.60/hour	
Cleaners			
Full-time/part-time	2021-22	\$13.20/hour	
	2022-23	\$13.90/hour	
	2023-24	\$14.60/hour	
Custodial staff, exclusive of blending positions, working the second shift will be paid an additional \$1.00/hour onto base.			
Building Maintenance Worker	\$17/hour		
Mechanic	\$16/hour		
Bus Driver			
	2021-22	\$13.20/hour	
	2022-23	\$13.90/hour	
	2023-24	\$14.60/hour	

Bus drivers with five (5) years of experience will receive \$16 per hour.—  
\_\_\_\_\_

#### 6.04 Compensation Raises

1. All employees will receive salary increases in each of the three years of this contract as follows:

Effective July 1, 2021 - \$.65 per hour

Effective July 1, 2022 - \$.75 per hour

Effective July 1, 2023 - \$.80 per hour

#### 6.05 Minimum Wage Agreement:

1. If a change in federal minimum wage results in any employee in this unit being paid under minimum wage, he/she will be brought up to the new minimum wage immediately. Any salary changes above minimum wage will take effect on July 1 of the new school year.

#### 6.06 Longevity

1. Longevity will be paid at the rate of:
  - additional \$150 per year for employees who have completed 10 years of service.
  - additional \$250 per year for employees who have completed 15 years of service.
  - additional \$300 per year for employees who have completed 20 years of service.
  - These stipends will continue annually thereafter but will not be added to the base for calculations of future salary increases.

6.07 There is no additional pay given for work during holiday recess. Changes in shifts will be done, when possible, on a volunteer basis. If volunteers are not available, reassignment will be made from the first and second shifts for two week intervals and will be made on a seniority rotational basis.

6.08 Any employee working any of the recognized holidays will be entitled to take the day as an extra paid vacation day or will be paid overtime at the rate of two times their regular or blended rate. Whenever possible, holiday scheduling will be limited to a building check system and will be voluntary.

6.09 Cleaners and Maintenance workers will use a voluntary rotational system based on seniority for the assignment of overtime during open shifts (usually weekend

events). The most senior person will be first on the list and least senior will be last. Events requiring coverage will be posted two weeks prior to the scheduled date whenever possible. The most senior person will indicate whether or not they are available, if not the next person in order and on down the list until a person fills the shift. The next event posted will start with the second most senior person on the list and progresses through the list as before. When the last person on the list has had an opportunity the rotation starts again at the top of the list with the most senior person.

6.10 The teacher aide stipend while assigned to cover the duties of a LTA for the day shall be \$20 each day they take on such assignments.

### 6.11 Runs

1. Any employee in a driver combination position (example: driver/ cleaner) will be allowed to bid on any trip so long as it does not interfere with his/her regularly scheduled assignment.
2. Primary runs will be staffed using seniority bidding. Seniority bidding will take place once per year in August before the school year begins for all primary runs. The district reserves the right to assign 40-hour employees to a shortened primary run and may reassign drivers as needed from primary or secondary runs.
3. Extra runs:
  - a. Regular full-time drivers and combined employees who drive, will participate in rotation for all extra runs. When you take a trip or decline a trip, your name goes to the bottom of the list and the next person in line is asked to take the trip.
  - b. Once the seniority order is established at the beginning of the year (July 1<sup>st</sup>), it stays written, unless or until someone leaves the District or a new employee is hired.
  - c. Drivers have the option to opt out for extra runs on a yearly basis (to not be included in the seniority list for extra runs).
  - d. The parties recognize and agree that the following exclusions will be applicable to this method of assignment. In town trips such as the Fire House and Museum, garage personnel will handle or add the drop off or pick up to an existing run. Qualified, occasional drivers will also be utilized when appropriate. When there is a shortage of drivers or numerous trips are scheduled, a bus driver, if also a coach, will be able to drive the trip for which he/she is coaching. With regard to extended trips

where the team is dropped off and stays and the driver returns to the District, the District will determine the drop off and pick up status.

4. Drivers and combined employees will be paid their hourly wage for all runs.
  5. Civil Service addresses full-time driver (am-pm) and full-time monitor seniority. The District will continue to maintain lists for part-time and substitute drivers and monitors using employment dates. The full-time employment date will carry through part-time and substitute but not vice versa. A driver or monitor that leaves full-time employment for part time or substitute will go to the bottom of the list when and if they return to full time duty. Consideration will be given to the order on the substitute and part-time lists when assignments are made.
- 6.12 All 40- hour employees will be paid as per contract.

## **Article VII - Working Conditions**

### **7.01 All Employees**

1. The District will reimburse new employees the cost of fingerprinting, provided a receipt is submitted to the Business Office. The reimbursement will be made following a full year of service to the district; one year anniversary date.

### **7.02 Cafeteria Employees**

1. The District agrees to pay annual dues to the New York School Nutrition Association for any of the food service personnel who wish to participate.
2. Shirts and aprons will be provided by the district for all food service workers. In addition, each worker will receive \$40.00 per year towards the cost of his or her shoes with the submission of a receipt to the Business Office.

### **7.03 Maintenance/Custodial Employees**

1. The mechanic(s) will be provided a uniform cleaning service. This includes shirts and pants. Jackets and any other apparel requested to be included will be at the employee's expense. A payroll deduction will be used to collect the fees if requested. In addition, each worker will receive \$40.00 per year towards the cost of his or her shoes with the submission of a receipt to the Business Office.
2. Cleaners/maintenance will be allotted \$200.00 for clothing and shoes per year. The district will order imprinted shirts for the cleaners annually as necessary. Any additional monies left from the allotment after the cost of their shirts is deducted

will be available to the employee. ~~cost of their shirts is deducted will be available to the employee.~~ Submission of a receipt to the Business Office is required for reimbursement.

#### 7.04 **Transportation Employees**

1. The District will pay for a bus driver's yearly physical if done by the District's health care provider. If done by the employee's physician, the employee can request a claim or reimbursement up to the cost of the District's provider.
2. Bus Drivers will receive one (1) hour of compensation at their normal rate of pay for their annual physicals. Proof of such physicals must be submitted to the Business Office within four (4) weeks of such physical.
3. The District will train new bus drivers and pay for two CDL road tests.
4. The District will provide all Bus Drivers with the two (2) required two (2) hour courses and the thirty (30) hour refresher course.
5. The District will provide for the required drug/alcohol testing and pay for all testing except when it is required as follow-up to a positive test that requires rehabilitation for continued employment.
6. The District will issue a separate \$20.00 check towards licensing costs in the beginning of each school year. If a bus driver resigns prior to the end of that school year the \$20.00 will be deducted from their last paycheck.
7. Employees will be provided with a meal allowance for extra trips involving the transporting of students to special events and activities when such trips exceed four (4) hours.
  - Breakfast (up to 11:00 AM) - \$6.00  
Lunch (up to 4:00 PM) - \$10.00  
Dinner (after 4:00 PM) - \$14.00
  - Special assignments do not include regularly scheduled runs, special runs, or scheduled athletic events.
  - Special assignments do include postseason competition, field trips, concerts, and overnight outings.
  - Reimbursement will require submission of meal receipts to the Business Office within two (2) weeks of the event.

### **ARTICLE VIII - MISCELLANEOUS PROVISIONS**

- 8.01. Non-school sponsored athletic activities will not be held at school on Sundays or holidays.
- 8.02. Hourly employees can accumulate compensatory time in place of overtime if they choose. All compensatory time must be approved by the Supervisor in charge of that department. It will be credited at one and one-half time. The records maintained in the Business Office will be the official records. The amount that can be accumulated over a one year period is eighty (80) hours, and it must be taken by the following September 1. Overtime will be paid at one and one-half times the regular or blended pay for any hours over a 40-hour week. Paid leave ( sick, personal, vacation) does not count toward a 40-hour week. Holiday overtime will be paid in accordance with contract provisions, Article 6.08.

### **ARTICLE IX - GRIEVANCE PROCEDURE**

- 9.01 It is the intent of these procedures to provide for the orderly settlement of a difference in a fair and equitable manner. The resolution of a grievance at the earliest possible stage is encouraged.
- 9.02 A Service Unit member shall have the right to present a grievance in accordance with these procedures, free from coercion, interference, restraint, discrimination or reprisal.
- 9.03 A Service Unit member shall have the right to be represented at any stage of the procedures by a person or persons of his/her own choice.
- 9.04 Each party to a grievance shall have access at reasonable times to all written statements and records pertaining to such case.
- 9.05 All hearings shall be confidential.
- 9.06 It shall be the responsibility of the Superintendent of Schools of the District to take such steps as may be necessary to give force and effect to these procedures. Each administrator shall have the responsibility to consider promptly each grievance presented to him and make a determination within the authority delegated to him within the time specified in these procedures.
- 9.07 The function of these procedures is to assure fair treatment under the contract provisions for the Service Unit member in the performance of his/her assignment. They are not designed to be used for changing such rules or establishing new ones.
- 9.08 Grievance definition - A grievance shall mean any claimed violation or misinterpretation of the terms and conditions of employment contained in the expressed language of this contractual document.

9.09 Procedures:

1. **Informal Stage**

The aggrieved person shall present in writing his/her grievance to his/her immediate supervisor within thirty (30) days of the first occurrence of the grievable event (all rights waived if this is not complied with), and shall file a copy with the Schools. The immediate supervisor shall orally and informally discuss the grievance with the aggrieved person. The immediate supervisor shall render his determination in writing to the aggrieved person within five business days after the grievance has been reviewed. A copy of such determination shall be filed with the Superintendent. If such grievance is not satisfactorily resolved at this stage, this aggrieved person may proceed to the formal stage.

2. **Formal Stage**

- a. Within five business days after a determination has been made at the preceding stage, the aggrieved person may make a written request to the Superintendent for review and determination. If the Superintendent designates a person to act in his/her behalf, he/she shall also delegate full authority to render a determination in his/her behalf.
- b. The Superintendent or his/her designee shall immediately notify in writing the aggrieved person, immediate supervisor and any other administrator previously rendering a determination in the case, to submit written statements to him within five business days setting forth the specific nature of the grievance, the facts relating thereto, and the determinations previously rendered.
- c. The Superintendent or his designee shall render his determination within ten business days after the written statements pursuant to paragraph b above have been reviewed.

3. **Board of Education Stage**

If the grievance is not satisfactorily resolved at this stage, the aggrieved person may proceed to the Board of Education Stage. The aggrieved person, within five business days of the final determination by the Superintendent, may make written request to the Board of Education for review and determination. All written statements and records of the case shall be submitted to the President of the Board of Education by the Superintendent. The Board of Education may hold a hearing to obtain further information regarding the case. The Board of Education shall



render a decision within ten business days after reviewing the case.

## **ARTICLE X - LEGAL PROVISIONS**

- 10.01 IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISIONS THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFORE SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.
- 10.02 Every employee organization submitting such a written agreement to its members for ratification shall publish such notice, include such notice in the documents accompanying such submission and shall read it aloud at any membership meeting called to consider such ratification.
- 10.03 Within sixty (60) days after the date of this act, a copy of this section shall be furnished by the Chief Fiscal Officer of each public employer to each public employee. Each public employee employed thereafter shall, upon such employment, be furnished with a copy of the provisions of this section.

## **ARTICLE XI – RETIREMENT**

- 11.1 The Retirement Plan will be New York State Employees' Retirement Plan 75i.
- 11.2 An employee who retires after 20 years of service will receive an incentive equivalent to 50% of their final year's total pay. Retiring employees must notify their intent to retire prior by December 31st of the year before their intended date of retirement to qualify for the incentive. This decision must be made in writing to the Superintendent. The retiree may have the incentive paid within thirty (30) days of retirement or the following January 15th. The choice is the employee's. The incentive payment will be made direct to The retiree's 403(b) account.
- 11.3. After five (5) years of continuous service employees will be reimbursed for their accumulated sick days upon retirement or, if a member of the Employees Retirement System, to apply them towards their retirement credit as provided by Section 41-J. The rate of pay will be \$10.00 per day up to a maximum of 180 days. If the first 165 days are applied to ERS then the remaining 15 days will be reimbursed at \$30 per day. Since accumulation for Section 41-J is limited to 165 days, those covered by ERS Section 41-J would be entitled to pay for up to fifteen (15) days or \$450.00.

**ARTICLE XII - PREVIOUS PRACTICES**

12.01 As of July 1, 2007, all previous practices not specifically addressed by this contract are nullified. Practices not specifically covered by this contract will be discussed by the employee or his/her representative and the Superintendent prior to decisions being made.

**ARTICLE XIII - TERMS AND AUTHORIZATION**

This Agreement shall remain in full force and effect for the period July 1, 2021 to June 30, 2024. The parties agree that all negotiable items have been discussed during the negotiations leading to this Agreement and, therefore, agree that negotiations will not be reopened on any item unless both parties mutually agree to reopen them.

**FOR THE ASSOCIATION**

By \_\_\_\_\_  
Michelle Johnson

By \_\_\_\_\_  
Jeff Sanders

By \_\_\_\_\_  
Becky Brown

By \_\_\_\_\_  
Cassie Prime

By \_\_\_\_\_  
Theresa Wilmot

By \_\_\_\_\_  
Anton Nirschl

Date: \_\_\_\_\_

**FOR THE DISTRICT**

By \_\_\_\_\_  
TheriJo Climenhaga, Superintendent

Date: \_\_\_\_\_