

7/1/05 - 6/30/07

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AGREEMENT

This Agreement is made and entered into between the New Hartford Central School District (hereinafter referred to as the "School") and the New Hartford Employees' Union (hereinafter referred to as "NHEU").

The School and NHEU agree that the provisions of this Agreement are subject to the application of any Federal, State or Local Laws or any regulations or order issued pursuant to such laws.

ARTICLE I RECOGNITION

- A. The School recognizes the New Hartford Employees' Union as the exclusive negotiating representative with respect to terms and conditions of employment and the administration of grievances arising there under for the unit listed as included.

Included:

Clerical, account clerk-business office, aides, health service, plant, school lunch (including trained substitutes) and transportation employees, watchman and non-student school monitors.

Excluded:

Superintendent's secretary, personnel clerk, business affairs administrative secretary, senior account clerk, account clerk, head custodian, nurses, food services supervisor and transportation supervisor.

- B. All terms, conditions and references to school lunch employees shall remain as contained in the 1990-1992 Agreement between the parties and as stated in the Memorandum of Understanding dated July 17, 1991.

ARTICLE II NEGOTIATION PROCEDURE

Either party wishing to negotiate a successor agreement shall notify, in writing, the other party no sooner than six (6) months prior to the expiration date of the present agreement. Negotiations shall commence within thirty (30) days after said notification. If the parties have not reached a complete tentative agreement by May 1st of the year that the contract is scheduled to expire, an automatic impasse will be declared. This mandatory impasse date may be waived by mutual agreement of the parties anytime.

**ARTICLE III
PAYROLL DEDUCTIONS**

- A. The New Hartford Employees' Union and its affiliates shall be entitled to the following deductions:
1. Credit Union
 2. Tax Sheltered Annuity
 3. United Fund
 4. Union Dues-Agency Fee
 5. VOTE/COPE
 6. National Health Appeal
 7. NYSUT Trust (including Disability Insurance)
- B. 1. Effective July 1, 1978, the New Hartford Central School District shall deduct from the wage or salary of employees in the Employees' Union the amount equivalent to the dues levied by the New Hartford Employees' Union, in accordance with Chapters 677 and 678 of the Laws of 1977 of the State of New York.
2. The New Hartford Employees' Union affirms that it has adopted and will adhere to a procedure for annually refunding to any non-member employee who may request such, the pro-rata proportion of said employee's annual dues which is expended for political or other purposes or causes which are either not related or only incidentally related to collective negotiation or administration of the Agreement. This provision for Agency Shop Fee deduction shall continue in effect only so long as the New Hartford Employees' Union maintains such procedure.
3. The Agency Shop Fee deduction shall be made following the same procedure as applicable for dues check-off, except as otherwise mandated by law or this Article of the Agreement.
- C. The Union agrees to indemnify the District and hold it harmless for any expenses the District incurs due to liability for damages, any litigation expenses or other expenses whatsoever in connection with dues deduction and other payroll deductions granted by this agreement. This indemnification does not pertain to inaccurate or untimely transmittals of payroll deductions by the District.
- D. Effective July 1, 1997 the option of Direct Deposit shall be made available to unit members.

**ARTICLE IV
DEFINITION OF TERMS**

A. Full-Time Employees:

Employees working not less than 6 hours per day on a 10, 11, or 12 month annual basis.

B. Part-Time Employees:

Employees working less than 6 hours per day on a 10, 11, or 12 month basis.

C. Substitute Employees:

Employees hired to fill a position on a temporary basis.

D. School Year:

(July 1st through June 30th) - The school calendar is prepared annually by the Chief School Administrator for approval by the Board of Education.

E. Immediate Family:

Father, mother, brother, sister, child, husband or wife, or any other member of the family or household who has clearly stood in the same relationship with the employee as any of these.

**ARTICLE V
SICK LEAVE**

A. Full-time Employees

Full-time employees shall be granted sick leave at the beginning of the school year (July 1 - June 30) as follows:

| | | |
|------------------------|---|-------------|
| 10 month employees | - | 10 days |
| 10 1/2 month employees | - | 10 1/2 days |
| 11 month employees | - | 11 days |
| 12 month employees | - | 12 days |

The unused leave in any school year shall be unlimited accumulation. In the event an employee terminates his/her employment before the end of the school year, sick leave accumulation will be deducted at the rate of 1 day per month for the remaining months of that school year.

In the event an employee terminates his/her employment before the end of the school year (July 1 - June 30), his/her last check will reflect a deduction at the rate of one (1)

day per month for any sick days utilized in excess of those earned according to the months worked since the beginning of that school year.

B. Part-time Employees

Bus Drivers paid an hourly rate for regular daily trip assignments are entitled to sick leave not to exceed 5 days per annum without loss of pay, and the unused leave in any year shall be accumulated up to a total not to exceed 50 days. (Drivers do not qualify for sick leave benefits until after the first year of employment.) The reference of 5 days is defined as 5 of the employee's workdays.

School Lunch Employees and Aides

School lunch employees and aides paid an hourly rate for regular daily assignments are entitled to sick leave not to exceed 5 days per annum without loss of pay, and the unused leave in any year shall be accumulated up to a total not to exceed 50 days.

- C. Employees will be notified with the first paycheck in September as to the number of sick days accumulated through June 30th.
- D. In case of personal injury sustained in the performance of duty through no negligence of the employee, as determined by the Superintendent, the employee shall receive full pay with no loss of days deducted from accumulated leave to a maximum of thirty (30) days per calendar year. The District will file with the Worker's Compensation Board for reimbursement, to the extent of the employee's Worker's Compensation award, for both the period covered by the thirty day provision above and subsequent sick leave pay. The employee's sick leave utilized following the thirty (30) day period will be reinstated at a prorated amount determined by dividing the reimbursement obtained from the carrier by the employee's salary. Such reinstatement is subject to reimbursement by Worker's Compensation.

Example:

Daily Salary = \$75.00

Worker's Compensation Award = \$50.00

Reinstated sick leave credit (rounded to the nearest quarter (1/4) day) is determined by dividing the Worker's Compensation amount by the Daily Salary. ($\$50.00/\$75.00 = .666$ or 3/4 day of sick leave reinstated for each full day of absence.)

E. Sick Leave Reimbursement

A full-time employee upon signing a commitment to retire and notifying the District six (6) months prior to retirement will be granted payment for each day of accumulated sick leave at the rate of thirty-five dollars (\$35.00) per day effective July 1, 2001 and thirty-six dollars (\$36.00) per day effective July 1, 2003. For employees who intend to retire effective no sooner than July 1st nor later than August 31st of the same year, the deadline of March 1st of that year will apply.

For the purpose of this benefit, "death" shall be considered the same as retirement.

**ARTICLE VI
PERSONAL LEAVE**

- A. An employee must submit a personal leave request in advance of his/her requested leave, unless such advanced notice is impossible.
- B. Full-time employees are granted personal leave not to exceed five (5) noncumulative days per year for personal reasons other than sick leave. Unused personal leave will be added to accumulated unused sick leave at the end of each school year. Of the five (5) days per year, leave is authorized on the basis of the following guidelines:
1. Up to five (5) days personal leave of absence for illness in the employee's Article IV(E) immediate family.
 2. Two (2) days personal leave in the case of death or illness for in-laws, grandparents, or other relatives.
 3. One (1) day per incident for business or legal reasons over which the employee has no control. The employee shall give the immediate supervisor a forty-eight (48) hour notice prior to the use of such day.
 4. Additional personal leave days (within the five) may be granted by the Superintendent for the reasons listed above.
 5. One (1) day of the five may be granted for reasons of an employee's own marriage.
 6. When school is closed due to weather conditions, personal leave days may be granted within the amount available.
- C. Upon completion of three (3) years of service, all employees are entitled to one (1) noncumulative day of leave without reason or excuse, but not to be used as a day before or a day after a holiday vacation period. This day shall be credited to sick leave accumulation if unused.

- D. Part-time school lunch employees and part-time aides working on a regular basis shall be allowed five (5) of the employee's workdays.
- E.
 - 1. Bus drivers having completed three (3) years of continuous driving Who regularly drive either a before school or after school route shall receive two (2) personal days (for use as defined in the contract).
 - 2. Bus drivers having completed three (3) years of continuous driving who regularly drive before school and after school shall receive four (4) personal days (for the use as defined in the contract).
- F. Monitors having completed more than five (5) years of continuous service shall be entitled to one (1) personal leave day per year, under the requirements of above Section B. In addition, effective July 1, 2000 monitors shall be entitled to request up to two (2) unpaid personal leave days per year.
- G. Floating Holiday

All individuals eligible for Personal Leave shall also be entitled to one (1) floating holiday per year, providing that said employee has used no personal days during the previous year except for one (1) personal day for illness in the family and one (1) day without reason. Floating holidays shall be scheduled two (2) weeks in advance of their use. When more than the number of agreed upon employees apply to have this day used at the same time, seniority prevails.

ARTICLE VII BEREAVEMENT LEAVE

All employees shall receive up to five (5) days bereavement leave for each death in the employee's Article IV(E) immediate family.

All employees shall receive a maximum of three (3) days bereavement leave for death of the employee's father-in-law and mother-in-law. Employees who are entitled to personal leave for bereavement purposes (pursuant to Article VI) must first exhaust that entitlement before applying for this benefit.

ARTICLE VIII LEAVE OF ABSENCE

- A. A one (1) year leave without pay may be granted by the Board of Education.
- B.
 - 1. A Child Rearing Leave of Absence may begin at any time during the months prior to the anticipated birth of the employees' child. A thirty (30) day written notice is required.

2. Employees shall be eligible for sick leave pay within their accumulated sick leave for the school workdays that they are unable to work due to a physical disability. An employee may not use sick leave during the period of an unpaid leave. If sick leave days are to be used, they must be used prior to the start of any unpaid leave. The employee's sick leave will be based upon that period of time as certified by said physician.
3. Up to two (2) years Child Rearing Leave will be granted as unpaid leave of absence. (For purposes of this section, date of adoption of a preschool child shall have the same effect as date of birth.)
4. 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 and such return is scheduled at the beginning of a semester.
5. An employee will not be given salary schedule credit for the period of time that she is on leave.
6. After one (1) leave for a single pregnancy, an employee must return to work for one (1) full semester before being eligible to begin another unpaid leave as provided under paragraph "3".

ARTICLE IX UNION BUSINESS

- A. The Union President may not conduct Union business during work hours when it interferes with the performance of his/her duties. The Union President will have a fifteen (15) minute extension of his/her normal lunch hour during which Union business may be conducted. Such extension of the lunch hour shall not adversely affect wages or benefits, nor alter beginning and ending times of the workday.
- B. The Union President will be guaranteed up to eight (8) days per year to attend official organizational functions without loss of pay or benefits. The Union will pay for any substitutes.
- C. Attendance at local New Hartford Employees' Union meetings: Local meetings are to be scheduled so as not to conflict with working assignments.

ARTICLE X IN-SERVICE TRAINING

Employees attending school approved in-service training sessions are to be compensated at not less than their individual hourly rate for each hour of attendance, or an hourly rate increase to be determined by school authorities in advance of approved training.

**ARTICLE XI
EMERGENCY CLOSINGS**

1. Clerical employees and full-time aides are not expected to report to work if schools are closed for students because of emergency conditions. There will be no loss of pay.
2. One (1) hour reporting time will be granted bus drivers and full-time cafeteria employees who normally report to work prior to 8:00 A.M., if the closing of school is not publicly announced by 6:45 A.M.
3. If any day(s) is added to the Memorial Day holiday because of unused snow days, full-time mechanics, maintenance men, custodians and groundsmen will have that day(s) off without loss of pay. In the event some of these employees are needed on those days, another day off with pay will be granted.
4. Where days are added to the Memorial Day holiday because of unused snow days, two (2) run bus drivers who have completed three (3) years' service in the District will be provided a day's pay for each additional day.
5.
 - a. Part-time aides and cafeteria employees will be provided with a day(s) off with pay if additional day(s) are added to the Memorial Day holiday because of unused snow days.
 - b. Any clerical, full-time aide, or switchboard operator required to work during the emergency closing will be compensated with either an extra day's pay or another day off with pay.
 - c. Upon the completion of three (3) or more years of continuous service, the following employees will be paid for emergency closing days (or will receive compensatory time off if their service during an emergency closing day is essential):
 1. Motor Equipment Operators who regularly work thirty (30) or more hours per week.
 2. Mechanics, custodial workers, maintenance men and bus drivers who regularly work thirty-five (35) or more hours per week.
 - d. Bus drivers who drive both A.M. and P.M. runs and part-time aides with more than three (3) years of service prior to the start of the current school year shall be paid one (1) snow day per year. After five (5) years of service, prior to the start of the current school year, these categories shall be paid two (2) snow days per year.

**ARTICLE XII
JURY DUTY**

Upon the submission of a jury duty notice to the Superintendent, the person shall be released from school, without loss of pay, and shall reimburse the District the amount equal to the jury fees received (excluding mileage allowance).

**ARTICLE XIII
OVERTIME AND HOURLY RATE ASSIGNMENT**

Overtime pay for full-time Plant and Transportation employees is to be one and one-half (1 1/2) times the regular rate for each hour worked beyond a regular weekly schedule. Employees are not to be given time off from their regular daily schedule to avoid payment of overtime for working special assignments.

Substitute employees will not be used in lieu of overtime.

Substitute employees may be used when, in the discretion of the Superintendent, it is necessary to do so to accomplish the mission of the district.

(Weekly overtime and hours for hourly rate assignments are to be reported on each paycheck.)

**ARTICLE XIV
RETIREMENT PLAN**

1/50 non-contributory (75i)

(41-J) -- up to one hundred sixty-five (165) days sick leave may be used for additional service credit.

**ARTICLE XV
INDIVIDUAL & FAMILY HEALTH INSURANCE
UNDER THE GROUP POLICY**

- A. The District shall pay ninety-five percent (95%) of the employee's Individual Health Insurance premium and ninety-five percent (95%) of the employee's Family Health Insurance as modified by Appendix E. The District shall provide twenty thousand dollars (\$20,000.00) term life insurance for full-time employees.
- B. Employees working not less than four (4) hours per day and twenty (20) hours per week are eligible for Health Insurance coverage with Board contribution (this benefit would cover only employees who are not covered by an insurance program elsewhere.) Any change in carriers for Health Insurance coverage shall be by mutual agreement.

- C. An employee must have worked at least ten (10) consecutive years for the District immediately prior to retirement and must have been eligible to receive the District premium contribution for at least three (3) full years immediately prior to retirement, in order to be eligible for insurance coverage with District contribution while on retirement status.
- D. A part time employee who has completed three or more continuous years of service may purchase medical insurance through the District. The District will begin its contribution towards the cost of the part time employee's medical insurance after the employee has completed five or more continuous years of service.
- E. Effective October 1, 1990, the following procedure is established for the continuation of District contributions for health insurance premiums at the rates specified in this Article.
 - 1. Eligible part-time employees who are classified as "unable to work for medical reasons" (as defined below) and who have exhausted any accumulated sick leave, will be entitled to continued payment of health insurance premiums by the District as follows:
 - a. Any part-time employee, who has been continuously employed by the District for at least five (5) years, will be entitled to continued health insurance premiums paid by the District for a period of up to three (3) months after the exhaustion of his/her sick leave benefits.
 - b. Any part-time employee, who has been continuously employed by the District for at least eight (8) years, will be entitled to continued health insurance premiums paid by the District for a period of up to six (6) months after the exhaustion of his/her sick leave benefits.
 - c. Any part-time employee, who has been continuously employed by the District for five (5) years, and who has been medically diagnosed as having a terminal illness, will receive continued health insurance premiums paid by the District for the period of such illness.
 - 2. It is understood and agreed that, for the purpose of this provision, a part-time employee, who is "unable to work for medical reasons" must demonstrate, through medical evidence, his/her inability to work, in any capacity and not merely an inability to perform his/her specific assignment for the District.

The parties agree that health insurance contributions on the part of the District will not be continued if the eligible part-time employee cannot work within the District, but could work in some other capacity in some other job for a different employer.
 - 3. The above provisions apply only to part-time employees who are enrolled in the health plan and were receiving contribution benefits at the time of the

expiration of their sick leave and qualification for continued health benefits under this section.

- F. The District will implement a mutually agreed upon IRS Section 125 Plan as long as such plan is allowable under IRS Rules and Regulations. The Union and its members, not the District, shall be responsible for payment of any administrative charges related to implementation of the Section 125 Plan.
- G. Insurance Buy-Out: Active employees who are eligible for District contributions towards the purchase of health insurance will have the opportunity to receive a payment for not participating in all or a part of the health insurance program. Individuals voluntarily agreeing to waive family coverage will receive \$800. Individuals agreeing to waive their individual coverage would receive \$600. Individuals agreeing to waive both would receive \$1,400.

Employees who elect not to participate in the Health Insurance Plan and to utilize the buyout option must present proof of alternative insurance coverage to the Superintendent of Schools or his/her designee each year.

The insurance company will agree to allow individuals to re-enter the plan without restrictions on pre-existing conditions. When the insurance company agrees to incorporate that into the plan, individuals will be provided a form on which they may exercise their option. Participation in this program would be absolutely voluntary. If the insurance company does not agree to the protections for the individuals to re-enter, the provision for the buy-out will be void.

H. District-Wide Insurance Advisory and Review Committee

1. The Union shall participate in the District-wide Health/Dental Insurance Advisory and Review Committee. Such committee shall be composed of equal representation by each of the District's bargaining units and the District. The members of such Committee shall be identified by October 1st of each year. The purpose of the Committee shall be to monitor the performance of the health plan and to determine whether any methods or means can be identified to contain health/dental insurance costs; as well as maintaining the quality of the plan.
2. The Committee shall be on-going and meet at least quarterly, and/or upon reasonable request by any participating group/District. Such committee shall issue recommendations annually by each February 1. The committee's recommendations shall be advisory and any changes recommended by such Committee are subject to approval by the Board of Education and the Association.
3. In order to facilitate the operation of the Committee, information generated by the insurance carrier relating to the operation of the plan shall be provided to Committee members.

**ARTICLE XVI
DENTAL INSURANCE**

Effective July 1, 1982, the District shall pay not more than one hundred seventy-one dollars (\$171.00) per year toward the individual premium or a mutually agreed upon Dental Plan for those permanent ten (10), eleven (11), and twelve (12) month employees (who have served their probationary appointment) regularly working five (5) hours or more a day (twenty-five (25) hours a week). Effective July 1, 1985, the District shall pay one hundred dollars (\$100.00) per year toward the cost of family dental insurance.

**ARTICLE XVII
BENEFIT TRUST FUND**

Pursuant to a memorandum of agreement between the parties concerning projected health insurance savings, the District agrees to allocate monies to a benefit trust for those New Hartford Employees' Union employees either enrolled in the health plan or participating in the health insurance buyout in any given year. The amount of this allocation will be \$20,421.00 in 1992-93 and \$16,579.00 in the year 1993-94 and thereafter.

The allocated amount shall be equally distributed each year according to the number of eligible enrolled plan participants and buy-out participants as of the last payroll in September of each year. (E.G. if 100 eligible employees in 1992-93 the amount of \$204.21 is available to each employee in the trust fund, if 150 eligible the amount would be \$136.14.)

**ARTICLE XVIII
REIMBURSEMENTS**

The District shall reimburse Unit employees for the reasonable value of personal property damaged or destroyed while the employee was acting in the discharge of his/her duties.

Reimbursement shall not be provided where the damaged or destroyed item was a result of the employee's negligence. Claims shall be submitted to the Superintendent of Schools.

\$7.50 Deductible.

The following shall be the items covered and the maximum limit in any one instance:

| | |
|----------------|--------|
| Dentures | \$500 |
| Contact Lenses | \$100 |
| Eyeglasses | \$100 |
| Hearing Aids | \$200 |
| Car Vandalism | \$ 50* |

* An additional amount of up to \$150 additional will be available per claim. Claims for this additional reimbursement per year (for the entire unit) will not exceed \$600 per year.

This shall not cover reimbursement for items covered by insurance or Worker's Compensation.

Changes in Assignment: Proposed changes in hours and work load assignments will be discussed on an individual basis and an effort will be made to reach a mutually satisfactory adjustment (substitute emergency assignments are excluded).

**ARTICLE XIX
VACATION SCHEDULE**

If an employee begins employment with the District prior to September 15th she/he will receive the full vacation amount the following July 1st. If an employee begins employment after September 15th she/he will be subject to the prorated schedule. Vacation time will be credited on the July 1st following the prior year's service.

- A. 12 month employees and 200 day + 2 months clerical employees 1st year of employment paid vacation is earned at the rate of 1 day per month (not to exceed 10 days.)

2 weeks annual paid vacation after the completion of the 1st year of employment.

3 weeks annual paid vacation after the completion of the 4th year of employment.

4 weeks annual paid vacation after the completion of the 9th year of employment.

5 weeks annual paid vacation after the completion of the 20th year of employment.

B.

| <u>Vacation</u> | <u>12 Months</u> | <u>11 Months</u> | <u>10 1/2 Mo.</u> | <u>10 Months</u> |
|-------------------------|------------------|------------------|-------------------|------------------|
| Completion of 1st Year | 10 Days | 9 Days | 8 1/2 Days | 8 Days |
| Completion of 4th Year | 15 Days | 13 Days | 12 1/2 Days | 12 Days |
| Completion of 9th Year | 20 Days | 18 Days | 17 Days | 16 Days |
| Completion of 20th Year | 25 Days | 23 Days | 22 Days | 21 Days |

- C. All employees entitled to vacations shall be entitled to accumulate one (1) week's vacation from one (1) year to the next. This one (1) week's vacation accumulation must be used during the subsequent year.

ARTICLE XX
SENIORITY PROCEDURES
(ASSIGNMENT AND TRANSFERS – LAYOFFS AND RECALL)

A. Assignments and Transfers

1. a. The District will post non-competitive positions within thirty (30) calendar days of the date that the District becomes certain the vacancy will be filled.
- b. The Union President will be given names of all Unit applicants on the workday following completion of posting period. When a position in the Unit is vacant and to be filled, or a new position is created, the position is to be posted in each building for a period of five (5) working days. On the eighth working day, the recommended applicant will be notified by the Superintendent in writing.
- c. If any qualified member of the Unit applies for a posted vacancy, that person (or the most senior qualified applicant if more than one) will be so recommended by the Superintendent, unless a person with substantial qualifications applies for the position. The Superintendent's recommendation will be made at the next Board Meeting. The parties herein understand that the qualifications assessed by the District in making an appointment may extend beyond the minimum qualifications required for the job; and may include such factors as work attitude, work attendance and the ability to work and interact effectively with students and/or colleagues.
- d. Intra-building transfers for custodial staff members are covered by the contract. When a vacancy occurs in a building, the shifting in that building will be handled by the building senior custodian. Building area assignments will be made on a seniority basis within the shift affected by the vacancy. Example: An opening occurs as a Cleaner because a High School Cleaner has left. The remaining Cleaners in the high School will be entitled to change their work areas within the High School. The work area that remains unfilled will be the one assigned to the new cleaner.

Inter-building transfers for custodial staff will be handled by the plant engineer. Letters requesting custodial building assignments transfers will be submitted to the plant engineer through the personnel clerk. Requests normally will be granted unless the plant engineer determines that the transfer will, based upon the employee's work record, be detrimental to the District. If such a determination is made, he will advise the person requesting the transfer why a transfer was not approved. If such a determination is made to deny the transfer, based upon the employee's work record, that decision shall not be arbitrable.

Applicants desiring transfers will file their request with the personnel clerk. Applications will be kept on file for one year.

2. The first day the recommended applicant works in the posted position will be no later than the 6th working day after the expiration of the five (5) day posting period, or the first day the position becomes vacant, whichever is later. The above is dependent upon Board approval of the applicant.

Example: If the position is posted on Monday, the posting expires on Friday. On the following Wednesday the person is informed of the recommendation. The following Monday the position is filled with the new person if the position is open, otherwise it will be filled the first day it becomes open.

3. When a vacancy is posted, it will contain the normal work hours and work year. If the posted normal work hours and/or work year are expanded or reduced within a period of one (1) year from the appointment date, the position will be re-posted with the revised normal work hours and work year included in the notice.

If such re-posting results in the displacement of the person initially appointed, this person shall, if a vacancy exists, return to his/her position held immediately prior to the appointment to the position that is being re-posted.

If a vacancy does not exist in the employee's previous classification, the displaced employee may bump the least senior person within this previously held classification.

4. Bus Runs

Bus runs will be posted when vacant. The bidding process will end after one displacement. (I.E. The new person hired to fill the vacancy will fill the opening caused by the successful bidder.)

In the event that the posted driving time for (1) any regular run exceeding the two (2) hour minimum or (2) any unconnected, additional run is expanded on or after October 1, such expanded runs shall be reposted. The bidding process will end after (1) displacement; with the exception of small passenger vehicles, (29 passengers or under) in which case the bidding process will end after two (2) displacements.

5. Employees who are on vacation in July and August must notify the personnel clerk in writing no later than their last workday of their desire to be notified of posted vacancies. The District shall notify, by mail, each of these employees and it will be the responsibility of the employee to notify the District of his/her correct address.
6. Newly created positions shall not be filled during July and August unless due to unusual circumstances.

- B. Layoff and Recall (Competitive)
1. Layoffs - When the District reduces the number of positions within a job classification, the last person to enter that job classification will be excessed.
 - a. Anyone whose position is eliminated or reduced may bump any junior person within the job title.
 - b. The least senior employee within a job title may bump into next lower paying title, if qualified.
 - c. The least senior employee in a competitive position, if qualified, may bump into a noncompetitive position filled by a person with less seniority.
 2. Recall
 - a. The most senior qualified person displaced shall be first recalled.
- C. Layoffs and Recall (Non-Competitive)
1. Layoffs
 - a. Anyone whose position is eliminated or reduced may bump any junior person within the job title.
 - b. The least senior employee within a job title may bump into the next lower paying title, if qualified. (For example, a DP Aide would be qualified to bump into a Teacher Aide I position filled by a person with less seniority).
 2. Recall
 - a. The most senior qualified person displaced shall be first recalled. The maximum period for recall purposes shall be fifteen (15) months from the date of layoff.
- D. Seniority Definition: Seniority, including longevity increment for full-time employees, shall mean the employee's total time with the District commencing with his/her first day of hire. Seniority for part-time staff shall be prorated based on the full-time definition in the agreement.

ARTICLE XXI COMPLIMENTARY PASSES

Passes for athletic events and recreational swimming are designated for the use of regular, full-time adult employees. An advance notice will be issued by the school authorities canceling passes if recommended seating capacity affecting safety becomes a problem at future home activities.

**ARTICLE XXII
LEGAL HOLIDAYS**

- A. The Board of Education shall approve an annual calendar for non-instructional employees as follows:

Full-time employees working twelve (12) months are guaranteed fourteen (14) holidays. The mutually designed holiday schedule will be distributed by June 1st of each year incorporating the following holiday periods:

| | |
|----------------------------------|---------------------------------|
| Independence Day | Labor Day |
| Columbus Day | Veterans Day |
| Thanksgiving Day & the day after | New Year's Day & the day before |
| Christmas Day and the day before | President's Day |
| Martin Luther King Day | Memorial Day |
| Good Friday | |

- B. All full-time ten (10), ten and one-half (10 1/2), and eleven (11) month employees working a teacher schedule shall receive twelve (12) of the above paid holidays which fall within their work year. Employees working on September 1st shall receive thirteen (13) of the above holidays.

- C. Bus Drivers who drive both A.M. and P.M. runs, part-time aides, and cafeteria workers with more than three (3) years of service since last date of hire with the District shall receive Christmas Day as a paid holiday. After five (5) years of service since the last date of hire, these categories shall receive both Christmas and New Year's Day as a paid holiday.

- D. When the day prior to Thanksgiving and/or Election Day is not a school day, it will be an additional holiday.

- E. The full-time, twelve-month weekend cleaner(s) shall be guaranteed fifteen (15) holidays, including that of Easter Sunday.

**ARTICLE XXIII
EXTRA DRIVING -- TRANSPORTATION DEPARTMENT**

- A. Extra driving shall be assigned using the following procedure:
1. A voluntary seniority overtime roster will be established using only drivers and garage personnel who indicate in writing by September 15th their desire to be considered for voluntary Extra-Driving assignments.
 2. A new driver or garage personnel must complete one year of service before he/she will be eligible to be placed on the voluntary roster. They will notify the Transportation Supervisor in writing within five (5) days after their one

year anniversary if they wish to be placed on the voluntary seniority extra driving roster.

B. Voluntary Extra Driving Roster - (This roster will be used whenever extra driving assignments are necessary.)

1. All garage staff and part-time drivers actively employed by the District, who have submitted written requests, shall be listed in order of their seniority in the District service with the name of the most senior person appearing at the top of the list.
2. When extra driving is necessary, this roster will be canvassed from top to bottom until the required number of drivers volunteer to accept assignment for that occasion.
3. Whenever an employee works a voluntary driving assignment from this roster or refuses an assignment, his/her name shall be placed at the bottom of the list. (Four (4) consecutive refusals and they are off the list for the year.)
4. An off duty person who cannot be reached will retain his/her position on this roster.
5. If a trip is cancelled, the driver who was scheduled for this trip shall be returned to his/her original position on the roster with no bumping of trips already assigned.
6. If a driver accepts a trip and then later refuses to drive, his/her name will be placed at the bottom of the roster.

C. Assigned Extra-Driving Roster (This roster will be used after the voluntary roster has been canvassed and additional drivers are necessary.)

1. All drivers and garage staff shall be listed in the order of their seniority in District service, the name of the least senior person appearing at the top of the list.
2. When extra-driving is necessary, this roster will be canvassed from top to bottom until the required number of drivers are assigned for that occasion.
3. Whenever an employee is assigned from this roster his/her name will be placed at the bottom of this roster.
4. An off-duty person who cannot be reached for assigned extra-driving will retain his/her position on this roster.

D. Unit members shall drive all District school bus vehicles with seating capacities of more than twelve (12) pupils.

- E. Drivers with one (1) run who desire to work as substitutes will have their names placed on a list and substitute assignments will be made upon a rotating basis. Specific procedures will be jointly developed by the parties. The permanent substitute positions will be posted in the bus garage.

**ARTICLE XXIV
UNPAID LEAVE DAYS FOR BUS DRIVERS/MONITORS**

The District will not send a letter seeking the reason for an employee's absence if:

- A. The employee holds both a Bus Driver and a Monitor position, and
- B. The employee provides advanced notice to his supervisor (unless the nature of the absence makes advanced notice impossible), and
- C. The employee provides the District with a written explanation of the reason for the absence within forty-eight (48) hours of the employee's return to work, and
- D. The employee was absent:
 - 1. To recover from illness, or
 - 2. To care for an Article IV(E) immediate family member who is ill, or
 - 3. To attend the funeral of an Article IV(E) immediate family member.

**ARTICLE XXV
APPOINTMENT PROCEDURE**

A. Competitive Class

Applicants will be selected from an eligibility list supplied by the Oneida County Department of Personnel.

B. Non-Competitive and Labor Class

An application for examination or employment will be sent to the Oneida County Department of Personnel. Upon receipt of their approval of an employee's qualifications, the employee's name will be submitted to the Board of Education for appointment.

C. Probationary Period

Our local Civil Service Rules provide that every new employee must serve a probationary period of from eight (8) to twenty-six (26) weeks. The rule extends to appointments in all branches of the classified service, viz., competitive, (after appointment from the eligible list), noncompetitive, exempt and labor classes. The purpose of the rule is to allow the department head time to evaluate performance of the employee before permanent status is confirmed. Within the limits mentioned

above, the duration of that probationary period is set at the discretion of the department head. The probationary period is considered to have been satisfactorily completed automatically after eight (8) weeks, unless the department head notifies the probationer in writing that the term will be extended. If this is done, the department head may extend the probationary term for a specific number of weeks or he/she may simply continue it for the full six (6) month period permitted under the rule.

The supervisor shall also, from time to time during the probationary term, advise the probationer of his/her status and progress.

If the conduct or performance of the probationer is not satisfactory, his/her employment may be terminated after either eight (8) weeks or after the longer period, if extended by the department head.

In this event, the rule requires written notice to be given to the probationer at least one (1) week prior to such termination and, upon request, shall be granted an interview with the appointing authority or his/her representative.

- D. No permanent employee with at least one (1) year of continuous service with the District shall be dismissed, reduced in rank, disciplined or suffer loss of compensation due to disciplinary reasons without just cause.

ARTICLE XXVI INFORMATION TO EMPLOYEES

- A. The District will supply the union with a sufficient number of contracts and it will be the responsibility of the Union to inform all employees of the contents of this Agreement.
- B. New employees shall receive job descriptions at the time of hiring (furnished by the Oneida County Department of Personnel).
- C. The President of the New Hartford Employees' Union should be notified by the central office when someone leaves, retires, or a new person is hired, and in what capacity.
- D. The District will provide the union with a tentative schedule of assignments for Teacher Aides prior to the end of the school year. The tentative schedule will reflect the District's best efforts to predict Teacher Aide assignments for the following school year. Although actual assignments may vary from the tentative schedule, no grievance may result from these variations or inaccuracies.

**ARTICLE XXVII
PERSONNEL FOLDER**

- A. The employee shall have the right to review and make copies of contents, exclusive of pre-employment data.
- B. The employee shall have the right to attach comments to items currently in and those added to the file.
- C. Employees shall receive copies of materials placed in their files at the time such items are placed in the file.
- D. Any evaluation or material of a disciplinary nature put into an employee's personnel file shall contain space for the signature of the employee and the date of signature. The signature shall serve as an acknowledgement of receipt of the material and does not necessarily convey the employee's agreement with its contents.
- E. An employee's performance evaluation will be placed in his/her personnel file within thirty (30) calendar days of the date of his/her performance evaluation review meeting.

**ARTICLE XXVIII
SALARIES & SALARY SCHEDULE**

A. PURPOSE OF SCHEDULE

A salary schedule is prepared by the school to serve as a guide in placing new employees and those involved in assignment changes on schedule consistent with salaries and experience of current staff.

B. INCREMENTS

- 1. Service increment advancement on the salary schedule is not guaranteed unless specifically stated in each year's contract. (If so stated, each employee is guaranteed a maximum of five (5) increments.).

- 2. If increments are awarded in the contract:

New employees must work at least six (6) months to qualify for an increment.

- 3. Longevity Increments shall be paid for only those employees completing the 9th, 12th, 14th or 16th year of employment (during the 12-month period preceding the start of the school fiscal year beginning July 1) in the amount of the increment listed on the salary schedules. This longevity schedule does not apply to bus drivers or monitors. Bus drivers shall be paid only for the following increment:

\$.10/hour for those drivers completing the 16th or 20th years of service. Effective 7/1/2000, regular increment for those drivers completing the 18th year of service.

Employees with previous part-time employment will have prior part-time work pro-rated for longevity increment (but will not count toward basic hourly rate schedule.)

C. SCHEDULE PLACEMENT AND PROMOTIONS

1. When an employee is promoted, he/she will receive an increase equal to the difference in the starting salary of the two (2) positions. When the increment places an employee between steps, his/her salary will be increased the amount necessary for the individual to be placed on the next higher step in the salary schedule of the new position.
2. When an employee moves from a position to one in which the hourly rate is less, she/he will be placed on the same step of the salary schedule for the new position as she/he encumbered in his/her previous position. If such employee was previously "off-step", she/he will be placed on the top step of the new salary schedule.

D. TEMPORARY TRANSFERS AND ASSIGNMENTS

An employee temporarily transferred or assigned to a lower rated job for the convenience of the District shall be paid his/her regular rate of pay.

An employee temporarily assigned or transferred for twenty (20) workdays or more to a higher rated job shall be paid that negotiated base rate of the higher rated job or their own rate, whichever is greater, for the duration of such assignment. The twenty (20) days shall be figured in one (1) hour blocks and on a cumulative basis for a period not to exceed one (1) school year. Garage staff will be paid the Bus Drivers' rate, if higher, after completing a total of forty (40) bus driving assignments.

- E. DEGREE STIPEND: Unit members who obtain a job-related Associates Degree may apply to the Superintendent for a \$400 addition to their base salary. Unit members who obtain a job-related BA or BS Degree may apply to the Superintendent for a \$600 addition to their base salary. The District has total discretion to approve or disapprove such requests; and such approval/disapproval may not be the subject of a grievance under this agreement.
- F. To qualify for a Teacher Aide II position, the applicant must have successfully passed a word-processing/keyboarding assessment test. Applicants satisfying this standard shall be eligible to bid on a vacancy in a Teacher Aide II position.
- G. Any regular driver (who drives both an a.m. and p.m. run) whose combined driving and pre and/or post-check time exceeds the two (2) hour minimum shall receive

additional compensation for the time spent outside the two hour period to pre and post check their vehicle. The District reserves the right to inspect buses to determine that satisfactory pre and post checks are being performed.

H. MONITORS:

| <u>Step</u> | <u>05-06</u> | <u>06-07</u> |
|-------------|--------------|--------------|
| Hire | \$8.65 | \$8.67 |
| 1 | \$9.00 | \$9.04 |
| 2 | \$9.35 | \$9.41 |

Effective July 1, 2005, off-step monitors will receive a 4.025% adjustment to their base rate. Effective July 1, 2006 off-step monitors will receive a 3.95% adjustment to their base rate.

I. OTHER TITLES

| <u>Title</u> | <u>2005-06</u> | <u>2006-07</u> |
|--------------------------|-------------------|-------------------|
| Network Administrator II | \$63,787 per year | \$66,307 per year |
| Computer Specialist | \$18.86 per hour | \$19.61 per hour |

POSITION

CLASSIFICATION

ASSIGNED WORK SCHEDULE

CLASS A

Employees work student schedule according to annual school calendar. Vacation pay does not apply.

1. School Lunch Staff
2. Part-time Bus Drivers
3. Part-time Aides

CLASS B

Employees work September 1st through June 30th with guaranteed paid holidays falling within this time period.

CLASS C

Employees work September 1st through June 30th with guaranteed paid holidays falling within this time period. This class employee is not expected to work during student vacation periods as indicated on the school calendar. Full time employees in this class receive vacation pay.

1. Typist (Attendance Office)
2. Typist (Jr. High Office)
3. Full-time Aide II
4. Typist-Receptionist 1 (Senior High Office)

CLASS D

Employees work same as C (above) plus ten (10) days. Full time employees in this class receive vacation pay.

1. Typist-Receptionist (Hughes Elementary Office)
2. Typist-Receptionist (Myles Elementary Office)
3. Typist-Receptionist (Oxford Road Elem. Office)
4. Typist-Receptionist (Special Education)

CLASS E Employees work same as C (above) plus twenty (20) days during July and/or August. Full time employees in this class receive vacation pay.

1. Clerk (Sr. High Book Distribution Center)
2. Typist-Receptionist 1 (Senior High Guidance Office)
3. Typist (Junior High Guidance)

CLASS F Employees work same as C (above) plus July and August. Full time employees in this class receive vacation pay.

1. Typist-Receptionist (Sr. High and Jr. High Office)

CLASS G Employees work July 1st through June 30th with paid vacation earned plus guaranteed paid holidays.

1. Building and Grounds Staff
2. Transportation Staff (excluding drivers)
3. Network Administrator II and Computer Specialist

CLASS H Employees who work the student schedule with guaranteed paid holidays. Additionally, employees work four days in the summer (but only 2 days in the summer for the 2005-06 school year) that are scheduled by the employee with his/her supervisor's approval. Vacation pay does not apply.

1. Full-time Nurse Aides

CLASS I Employees who work the student schedule with guaranteed paid holidays. Vacation pay does not apply.

1. Full-time Bus Drivers
2. Full-time Aides I

CLASS J Employees work the student schedule plus 30 days in the summer. Full time employees in this class receive guaranteed paid holidays and vacation pay.

1. 11 ½ Month DP Teacher Aides.

Wage Schedule 05-06

| | 05-06 1 | 05-06 2 | 05-06 3 | 05-06 4 | 05-06 5 | 05-06 6 | 05-06 7 | Long |
|---------------------------------------|------------|------------|------------|------------|------------|------------|------------|------|
| Account Clerk | 12.67 | 13.09 | 13.51 | 13.93 | 14.36 | 14.91 | 15.48 | 0.47 |
| Bookstore Clerk | 11.38 | 11.83 | 12.28 | 12.73 | 13.20 | 13.65 | 14.10 | 0.38 |
| Clerk | 9.13 | 9.42 | 9.71 | 10.00 | 10.29 | 10.71 | 11.13 | 0.35 |
| Typist | 10.36 | 10.77 | 11.18 | 11.59 | 11.99 | 12.41 | 12.84 | 0.36 |
| Typist/Receptionist | 11.72 | 12.20 | 12.68 | 13.16 | 13.65 | 14.10 | 14.55 | 0.38 |
| Typist/Receptionist 1 | 11.36 | 11.83 | 12.30 | 12.77 | 13.24 | 13.68 | 14.13 | 0.37 |
| Building Maintenance Worker | 13.14 | 13.62 | 14.10 | 14.58 | 15.05 | 15.60 | 16.17 | 0.47 |
| Building Maintenance Mechanic | 13.52 | 13.95 | 14.38 | 14.81 | 15.24 | 15.86 | 16.50 | 0.53 |
| Cleaner/Day P/T | 10.01 | 10.35 | 10.69 | 11.04 | 11.38 | 11.82 | 12.27 | 0.37 |
| Cleaner/Central Kitchen /Day | 10.62 | 11.04 | 11.46 | 11.89 | 12.32 | 12.75 | 13.17 | 0.36 |
| Cleaner--Nights | 11.10 | 11.55 | 12.00 | 12.45 | 12.90 | 13.34 | 13.78 | 0.37 |
| Cleaner/Pool--Nights | 11.62 | 12.09 | 12.56 | 13.03 | 13.51 | 13.96 | 14.40 | 0.38 |
| Cleaner--3rd Shift | 11.85 | 12.30 | 12.75 | 13.20 | 13.65 | 14.14 | 14.64 | 0.42 |
| Sr. Cleaner--Night | 11.74 | 12.25 | 12.76 | 13.27 | 13.78 | 14.22 | 14.65 | 0.37 |
| Cleaner--Days F/T | 10.25 | 10.62 | 10.99 | 11.37 | 11.74 | 12.17 | 12.61 | 0.37 |
| Cleaner/2nd Shift--Weekends | 11.10 | 11.55 | 12.00 | 12.45 | 12.90 | 13.34 | 13.78 | 0.37 |
| Sr. Custodian/Jr. High | 12.33 | 12.68 | 13.03 | 13.39 | 13.75 | 14.34 | 14.93 | 0.50 |
| Sr. Custodian/Sr. High | 13.43 | 14.02 | 14.61 | 15.19 | 15.77 | 16.28 | 16.79 | 0.43 |
| Sr. Custodian--Day (Myles & Hughes) | 11.77 | 12.11 | 12.45 | 12.78 | 13.11 | 13.68 | 14.25 | 0.48 |
| Groundsman/Bldg. Maintenance | 10.80 | 11.23 | 11.66 | 12.09 | 12.53 | 12.96 | 13.40 | 0.37 |
| Groundsman | 10.80 | 11.23 | 11.66 | 12.09 | 12.53 | 12.96 | 13.40 | 0.37 |
| Groundsman/Mechanic | 12.24 | 12.63 | 13.02 | 13.41 | 13.80 | 14.36 | 14.91 | 0.47 |
| Sr. Groundsman | 11.77 | 12.11 | 12.45 | 12.78 | 13.11 | 13.68 | 14.25 | 0.48 |
| Laundry Worker--Nights | 11.10 | 11.55 | 12.00 | 12.45 | 12.90 | 13.34 | 13.78 | 0.37 |
| Teacher Aide 1 | 9.44 | 9.78 | 10.12 | 10.45 | 10.81 | 11.20 | 11.61 | 0.34 |
| Teacher Aide 2 | 9.92 | 10.29 | 10.66 | 11.02 | 11.39 | 11.81 | 12.22 | 0.35 |
| Bus Aide | 9.44 | 9.78 | 10.12 | 10.45 | 10.81 | 11.20 | 11.61 | 0.34 |
| DP Aide | 9.44 | 9.78 | 10.12 | 10.45 | 10.81 | 11.20 | 11.61 | 0.34 |
| Auto Mechanic Helper | 10.64 | 11.07 | 11.50 | 11.92 | 12.35 | 12.78 | 13.21 | 0.36 |
| Auto Mechanic | 12.62 | 13.00 | 13.38 | 13.75 | 14.11 | 14.72 | 15.32 | 0.51 |
| Bus Driver P/T ** | 11.05 | 11.55 | 12.02 | 12.54 | 12.99 | 13.43 | 13.88 | 0.38 |
| Motor Equipment Operator | 10.80 | 11.23 | 11.66 | 12.09 | 12.53 | 12.96 | 13.40 | 0.37 |
| Educational Interpreter (uncertified) | 13.63 | 14.20 | 14.77 | 15.33 | 15.90 | 16.47 | 17.03 | 0.52 |
| Night Watchperson | 11.10 | 11.55 | 12.00 | 12.45 | 12.90 | 13.34 | 13.78 | 0.37 |

*An Educational Interpreter with appropriate certifications will receive a stipend of \$3.00 per hour.

Wage Schedule 06-07

| | 06-07 1 | 06-07 2 | 06-07 3 | 06-07 4 | 06-07 5 | 06-07 6 | 06-07 7 | Long |
|--|------------|------------|------------|------------|------------|------------|------------|------|
| Account Clerk | 12.80 | 13.24 | 13.68 | 14.12 | 14.56 | 15.01 | 15.58 | 0.47 |
| Bookstore Clerk | 11.42 | 11.89 | 12.36 | 12.83 | 13.30 | 13.79 | 14.26 | 0.38 |
| Clerk | 9.24 | 9.54 | 9.84 | 10.15 | 10.45 | 10.75 | 11.19 | 0.35 |
| Typist | 10.41 | 10.83 | 11.25 | 11.68 | 12.11 | 12.53 | 12.97 | 0.36 |
| Typist/Receptionist | 11.75 | 12.25 | 12.75 | 13.25 | 13.75 | 14.26 | 14.73 | 0.38 |
| Typist/Receptionist 1 | 11.38 | 11.87 | 12.36 | 12.85 | 13.34 | 13.84 | 14.30 | 0.37 |
| Building Maintenance Worker | 13.23 | 13.73 | 14.23 | 14.73 | 15.24 | 15.73 | 16.30 | 0.47 |
| Building Maintenance Mechanic | 13.68 | 14.13 | 14.58 | 15.03 | 15.48 | 15.93 | 16.57 | 0.53 |
| Cleaner/Day P/T | 10.10 | 10.46 | 10.82 | 11.17 | 11.54 | 11.89 | 12.35 | 0.37 |
| Cleaner/Central Kitchen /Day | 10.66 | 11.10 | 11.54 | 11.98 | 12.43 | 12.87 | 13.32 | 0.36 |
| Cleaner--Nights | 11.13 | 11.60 | 12.07 | 12.54 | 13.01 | 13.48 | 13.94 | 0.37 |
| Cleaner/Pool--Nights | 11.65 | 12.14 | 12.63 | 13.13 | 13.62 | 14.12 | 14.59 | 0.38 |
| Cleaner--3rd Shift | 11.91 | 12.38 | 12.85 | 13.32 | 13.79 | 14.26 | 14.78 | 0.42 |
| Sr. Cleaner--Night | 11.74 | 12.27 | 12.80 | 13.33 | 13.87 | 14.40 | 14.86 | 0.37 |
| Cleaner--Days F/T | 10.32 | 10.71 | 11.10 | 11.48 | 11.88 | 12.27 | 12.72 | 0.37 |
| Cleaner/2nd Shift--Weekends | 11.13 | 11.60 | 12.07 | 12.54 | 13.01 | 13.48 | 13.94 | 0.37 |
| Sr. Custodian/Jr. High | 12.51 | 12.88 | 13.25 | 13.62 | 13.99 | 14.37 | 14.99 | 0.50 |
| Sr. Custodian/Sr. High | 13.45 | 14.03 | 14.65 | 15.27 | 15.87 | 16.48 | 17.01 | 0.43 |
| Sr. Custodian--Day (Myles & Hughes) | 11.95 | 12.30 | 12.65 | 13.01 | 13.36 | 13.70 | 14.30 | 0.48 |
| Groundsman/Bldg. Maintenance | 10.84 | 11.29 | 11.74 | 12.18 | 12.63 | 13.09 | 13.54 | 0.37 |
| Groundsman | 10.84 | 11.29 | 11.74 | 12.18 | 12.63 | 13.09 | 13.54 | 0.37 |
| Groundsman/Mechanic | 12.38 | 12.79 | 13.20 | 13.61 | 14.01 | 14.42 | 15.01 | 0.47 |
| Sr. Groundsman | 11.95 | 12.30 | 12.65 | 13.01 | 13.36 | 13.70 | 14.30 | 0.48 |
| Laundry Worker--Nights | 11.13 | 11.60 | 12.07 | 12.54 | 13.01 | 13.48 | 13.94 | 0.37 |
| Teacher Aide 1 | 9.50 | 9.86 | 10.22 | 10.58 | 10.92 | 11.30 | 11.70 | 0.34 |
| Teacher Aide 2 | 9.98 | 10.37 | 10.75 | 11.14 | 11.52 | 11.90 | 12.34 | 0.35 |
| Bus Aide | 9.50 | 9.86 | 10.22 | 10.58 | 10.92 | 11.30 | 11.70 | 0.34 |
| DP Aide | 9.50 | 9.86 | 10.22 | 10.58 | 10.92 | 11.30 | 11.70 | 0.34 |
| Auto Mechanic Helper | 10.67 | 11.12 | 11.57 | 12.02 | 12.46 | 12.91 | 13.36 | 0.36 |
| Auto Mechanic | 12.79 | 13.19 | 13.59 | 13.98 | 14.37 | 14.74 | 15.38 | 0.51 |
| Bus Driver P/T ** | 11.13 | 11.60 | 12.07 | 12.56 | 13.10 | 13.57 | 14.03 | 0.38 |
| Motor Equipment Operator | 10.84 | 11.29 | 11.74 | 12.18 | 12.63 | 13.09 | 13.54 | 0.37 |
| Educational Interpreter (uncertified) | 13.64 | 14.24 | 14.84 | 15.43 | 16.02 | 16.62 | 17.21 | 0.52 |
| Night Watchperson | 11.13 | 11.60 | 12.07 | 12.54 | 13.01 | 13.48 | 13.94 | 0.37 |

*An Educational Interpreter with appropriate certifications will receive a stipend of \$3.00 per hour.

**ARTICLE XXIX
TOOL REIMBURSEMENTS AND UNIFORM ALLOWANCES**

- A. Automotive mechanics and building maintenance mechanics will be paid an allowance of one hundred dollars (\$100.00) per year for tools. Automotive mechanics and building maintenance mechanics will be expected to provide their own small tools necessary for work. The one hundred dollars (\$100.00) reimbursement will be paid by requisition. Effective July 1, 2003, an additional amount of \$100.00 (above the \$100.00 amount) may be applied for. Employees must request this additional reimbursement in writing, and show receipts for tools purchased in the fiscal year for both the original \$100.00 of expenses and the additional \$100.00.

- B. Cafeteria workers will be paid a uniform allowance of twenty-five dollars (\$25.00) per year. The twenty-five dollars (\$25.00) will be paid by requisition.

**ARTICLE XXX
PROFESSIONAL CERTIFICATION STIPENDS**

- 1. The District encourages employees to pursue job related professional certifications from nationally recognized accrediting organizations. An employee who proves to the District that he/she has received any of the below listed job related professional certifications will receive an annual stipend according to the following schedule:
 - a. National Institute For Automotive Service Excellence School Bus Technician Test Series:
 - i. Certification in one through four areas: \$200
 - ii. Certification in five through seven areas: \$300 (an additional \$100)
 - b. Teacher Aide who has a Library of Congress Certification of Braille Competency: \$300
 - c. Health Aide who is certified in CPR & First Aid \$250

- 2. If an employee is granted stipend "a" (listed above), the employee will receive that stipend in subsequent years if the employee maintains his/her certification status and does not change job titles. Stipends "b" and "c" (listed above) will be reviewed and awarded on an annual basis to each employee whose certification directly relates to his/her current work assignment.

**ARTICLE XXXI
DEVELOPMENTAL PROGRAM ("DP") TEACHER AIDES**

1. The "DP Aide" job classification is distinguished from other Teacher Aide job classifications. DP Aides receive a \$425 stipend each year.
2. Although bargaining unit members may apply for vacant DP Aide positions, an individual's ability to perform Teacher Aide duties does not necessarily qualify him/her to perform DP Aide work. The Superintendent may delay the effective date of a teacher aide's assignment or transfer until a date that is no later than the first day of school of the year immediately following the award. The aide cannot be grieved.
3. If the District needs to employ DP Aides for summer work, the District will first offer DP summer work to DP Aides with the most seniority in the DP program. If an insufficient number of DP Aides volunteer for summer work, the District may assign summer work to DP Aides with the least seniority in the DP program.

**ARTICLE XXXII
GRIEVANCE PROCEDURE**

A. PURPOSE

WHEREAS, the establishment and maintenance of a harmonious and cooperative relationship between both parties is essential to the operation of the schools, it is the purpose of this procedure to secure, at the lowest possible administrative level, equitable solutions to alleged grievances of employees through procedures under which aggrieved parties may present grievances free from coercion, interference, restraint, discrimination or reprisal, and by which both parties are afforded adequate opportunities to dispose of their differences without the necessity of time consuming and costly proceedings before administrative agencies and/or in the courts.

Both parties to this contract agree to first encourage internal, informal discussions to help resolve alleged grievances. If such informal contact fails to settle the alleged grievance, the Union agrees that it will avail itself to the Grievance Procedure before supporting or initiating any other action. Both parties agree to refrain from making public any information regarding an alleged grievance until the grievance procedure has been completed.

B. DEFINITIONS

1. GRIEVANCE:

"Grievance" shall be defined as any claimed violation, misinterpretation or inequitable application of the existing policies that relate to terms and conditions of employment, working conditions or any provisions of negotiated agreements.

2. SUPERVISOR:

"Supervisor" shall mean any Assistant Principal, Principal or other School Administrator responsible for the area in which the alleged grievance arises, except for the Chief School Administrator.

3. CHIEF SCHOOL ADMINISTRATOR:

"Chief School Administrator" shall mean the Superintendent of the School District (or his/her designee).

4. UNION:

"Union" shall mean the New Hartford Employees' Union (NHEU).

5. AGGRIEVED PARTY:

"Aggrieved Party" shall mean any person or group of persons in the Union (or the Union) filing the grievance.

6. PARTY IN INTEREST:

"Party in Interest" shall mean any party named in a grievance who is not the aggrieved party.

7. PROFESSIONAL PRACTICES, RESPONSIBILITIES AND RIGHTS:

"Professional Practices, Responsibilities and Rights" shall mean a Union Committee to advise and/or determine if the employee has a meritorious grievance.

C. FIVE STAGE GRIEVANCE PROCEDURE

1. STAGE I: Supervisor

An aggrieved party having a problem will discuss it with his/her supervisor with the objective of resolving the matter informally.

2. STAGE II: Building Principal

If the problem is not resolved informally at Stage I, it becomes a grievance when presented in writing to the appropriate supervisor. Within five (5) school days after the written grievance is presented to him/her, the supervisor shall render a decision in writing and present it to the aggrieved party and the Superintendent.

3. STAGE III: Chief School Administrator

The aggrieved party not satisfied with the decision in Stage II may, within five (5) school days of receipt of the decision, inform the Superintendent of his/her intent to continue formal proceedings by progressing to Stage A copy of such notification shall be sent to the supervisor involved. The Superintendent shall hold a hearing and render a decision within seven (7) school days.

4. STAGE IV: Board of Education

If the aggrieved party is not satisfied with the decision at Stage III, he/she may file an appeal in writing with the President of the Board of Education within ten (10) school days after receiving the decision at Stage III. The official grievance records shall be available for the use of the Board of Education. Within ten (10) school days after receipt of an appeal, the Board of Education, or a committee of the Board, shall hold a hearing on the grievance. The hearing will be held in executive session, unless the Open Meetings Law requires the hearing to be held in regular session.

Within ten (10) school days after the conclusion of the hearing, the Board of Education shall render a decision in writing on the grievance.

5. STAGE V: Arbitration

- a. If the grievance is not resolved at Stage IV, the aggrieved party may within five (5) school days notify the President of the Board of Education of the intent to refer the grievance to arbitration. Upon receipt of such notice, the Board of Education may within five (5) school days veto the use of arbitration for grievance(s) not alleging a violation, misinterpretation or inequitable application of the express terms of the Agreement. If no veto is made, the Union shall within ten (10) days file a demand for arbitration with the American Arbitration Association requesting a list of seven (7) arbitrators (or the expedited procedure by mutual agreement). The parties shall be bound by the rules of the American Arbitration Association. A copy of such demand shall be forwarded to the Superintendent.
- b. Grievances pertaining to administrative judgement in the evaluation procedure shall not be subject to arbitration.
- c. The arbitrator's decision will be in writing and will set forth his/her findings, reasonings and conclusions on the issues submitted and shall be final and binding on both parties. The arbitrator will be without power or authority to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this Agreement. The arbitrator shall have no power to alter, add to or detract from the provisions of the Agreement.

- d. The cost of the services of the arbitrator will be borne equally by the School Board and the Union. The party requesting a stenographic record shall pay the cost thereof.

D. GRIEVANCE POLICIES

1. Preparing and Filing a Grievance

- a. The preparation and processing of grievances shall not be conducted during the hours of employment. Job assignments shall not be interrupted.
- b. Forms for filing grievances, and other necessary documents, shall be developed cooperatively by both parties. The Chief School Administrator shall then have them printed and distributed so as to facilitate operation of the grievance procedure.
- c. All grievances filed at Stage II with the supervisor shall include the name and position of the aggrieved party, the identity of the provisions of the Agreement involved in said grievance, the time and place where the alleged events or conditions constituting the grievance existed and a general statement of the nature of the grievance and redress sought by the aggrieved party.

2. The Official Grievance Record

Documents, communications and records dealing with the processing of a grievance shall be filed by the Chief School Administrator and the Union Grievance person.

3. The Grievance Hearings

- a. The aggrieved party may choose whomever he/she wishes to represent him/her providing that such representative is acceptable to the Union.
- b. Except as otherwise provided by law, an aggrieved party and any party in interest may have the right to confront and cross-examine all witnesses called against him/her, to testify and to call witnesses on his/her own behalf, subject to evidentiary rules of admissibility.
- c. Both parties shall facilitate any investigation which may be required by providing any and all material and relevant documents, communications and records concerning the alleged grievance.
- d. Except for Stage I, all decisions shall be rendered in writing at each step of the grievance procedure, setting forth findings of fact, conclusions and supporting reasons.

4. Time Limits for Grievances

- a. No written grievance shall be considered at Stage II unless forwarded within thirty (30) school days after the employee/Union knew or should have known of the act or condition on which the grievance is based.
- b. Since it is important to good relationships that grievances be processed as rapidly as possible, every effort will be made by all parties to expedite the process. The time limits specified for either party may be extended only by mutual agreement.
- c. In the event a grievance is filed on or after June 1st, upon request by or on behalf of the aggrieved party, the time limits set forth herein shall be reduced so that the grievance procedure may be exhausted prior to the end of the school term or as soon thereafter as is possible.
- d. If a decision at one stage is not appealed to the next stage of the procedure within the time limit specified, the grievance shall be deemed to be discontinued and further appeal under this Agreement shall be barred.
- e. Failure at Stages II through IV of the grievance procedure to communicate a decision to the proper parties within the specified time limit shall permit the lodging of an appeal at the next stage of the procedure within the time which would have been allotted had the decision been communicated by the final day.

5. Provisions of Law

- a. It is agreed by the parties that the term "grievance" shall not apply to any rule or regulation of the State Commissioner of Education having the force and effect of law or matters in which the Board is without authority to act.
- b. If any provision of this grievance procedure or any application hereof to any aggrieved party(s) in the negotiating unit shall be finally determined by any court to be contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law. All other provisions or applications of the Agreement will continue in full force and effect.

6. Board/Administration Grievance Procedure

- a. The Board or its designee shall present grievances orally to the President of the Union.

- b. If the grievance is not resolved informally within five (5) working days, or such additional time as may be agreed upon, the Board or its designee shall within five (5) working days thereafter submit a written grievance to the President of the Union. The parties shall confer with respect to the grievance, and the President of the Union shall deliver to the Board or its designee a written statement of the Union's position on the grievance no later than fifteen (15) working days following its receipt.
- c. Within fifteen (15) days after receiving the statement from the Union, the Board may refer the grievance to arbitration in accordance with the procedure in Stage V. A copy of the Board's request to the American Arbitration Association shall be forwarded to the President of the Union.

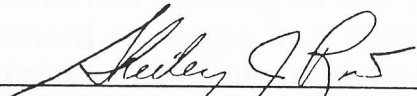
**ARTICLE XXXIII
LABOR MANAGEMENT COMMITTEES**

- A. The District and Union agree to establish a joint Labor-Management Committee for the purpose of discussing employer-employee relations issues not normally the subject of negotiations. This Committee shall consist of a maximum of three (3) individuals selected by the District and three (3) individuals selected by the Union. Meetings of the Committee shall be conducted four (4) times per year as agreed by the parties. Two of these meetings shall be scheduled in October and February and shall include the current Chairperson of the Buildings, Grounds and Transportation Committee. The remaining two meetings shall be scheduled in September and April. At least two (2) days prior to the Labor-Management Committee Meeting, the parties shall exchange an agenda of items for discussion. It is recognized that such meetings shall be without pay or compensation. In addition, the Assistant Superintendent for Business Affairs shall provide the Union President with a schedule of all standing committee meetings of the Board.
- B. The Union shall be given equal representation on a District-wide or Association-specific Safety Committee, as established by the District. The goal of such committee shall be to foster a safety conscious environment in the workplace. The Superintendent or his/her designee will ask for volunteers from the Union to participate on the Safety Committee. Agenda items may be submitted by the Superintendent or any member(s) of the Committee at least two (2) days in advance of the Safety Committee Meeting. Minutes of each meeting will be forwarded to each Committee member.

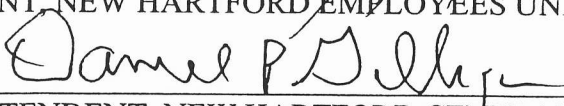
**ARTICLE XXXIV
TERMS AND AUTHORIZATION**

THIS AGREEMENT shall continue in full force and effect for the period from July 1, 2005 to June 30, 2007, and 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, whether contained herein or not, during the life of this Agreement.

Any changes in benefits or omissions are not negotiable. Only specific negotiated benefits outlined in the above contract are binding and considered to be subject to grievance procedures.

 3-31-06

PRESIDENT, NEW HARTFORD EMPLOYEES UNION

 3-31-06

SUPERINTENDENT, NEW HARTFORD CENTRAL SCHOOL DISTRICT

APPENDIX A SICK BANK

1. A Sick Leave Bank will be established based on one (1) day deducted from the personal sick leave accumulation of all full-time employees with more than one (1) year of service in the District and an equal number of days contributed by the District. At no time will the bank be increased beyond the number of full-time employees, times two. (Example: With eighty (80) full-time employees, the bank maximum would be one hundred sixty (160) days.)
2. The bank will be replenished whenever the number of days in the bank is reduced to equal the number of full-time employees in the District. The bank will be replenished by equal contributions by the full-time employees and the District. The bank will not be replenished more than once each fiscal school year. (Example: With eighty (80) full-time employees, if there are eighty (80) days remaining in the bank, the District would contribute forty (40) days and the employees would contribute eighty (80) half days.)
3. The individual's personal sick leave must have been totally depleted.
4. A medical doctor's certificate may be required at any time and the employee must continue under a medical doctor's care throughout the period of disability.
5. The medical doctor's prognosis must certify that the employee will be absent for at least fifteen (15) consecutive workdays for extended, unforeseen, long-term illness or injury during the employee's normal work year. Extended unforeseen and long-term physical disability relating to pregnancy will be considered proper qualification for use of the sick leave bank.
6. A person may not receive more than the maximum of one year's regular salary, or participate in the bank for more than one (1) year.
7. In cases where the employee is collecting District insurance, Social Security, Worker's Compensation or other disability insurance, the District will pay only the difference between the insurance amount and the employee's regular rate of pay.
8. All communications involving the bank would be directed to the Superintendent, and the Union President would be notified by June 1st of each year as to the number of days that remain in the bank. The Superintendent shall decide if the requirements of the bank have been met when application is made for use of the bank by a full-time employee.
9. Normal maternity disability and recovery will not be considered extended, unforeseen, or long-term and therefore will not qualify an employee for the use of the sick leave bank. Extended, unforeseen, and long-term physical disability caused by complications or abnormal delivery will be considered proper qualifications for use of the sick leave bank.

APPENDIX B

Regarding UNPAID LEAVES OF ABSENCE, the parties agree to the following:

1. A maximum of seventy-five (75) days per year may be used by members of the unit for unpaid leaves of absence. (September 1st - August 31st)
2. To be eligible an individual must have worked five (5) continuous years.
No more than a maximum of two (2) people per Department may be on leave at a given time.
4. No unpaid leave of absence may be for more than five (5) consecutive work days. No individual may be granted more than one leave per fiscal year.
5. No Department (list below) shall use more than twenty-five (25) days per year.
6. When more than the maximum number of individuals wish to take an unpaid leave at the same time, the senior person(s) shall be given the leave.
7. A minimum notification of two (2) weeks must be given to the District, in writing, stating the reason why it is necessary to be absent. However, employees are encouraged to submit their notification as soon as possible. The District will, within one (1) week, respond to the employee's request.

Departments:

1. Custodial, Grounds, and Maintenance
 2. Transportation
 3. Clerical, monitors and aides.(and cafeteria workers)
8. Procedures regarding the granting of the days and the application of seniority are as follows:
- A. Individuals wishing to apply for an unpaid leave of absence shall submit said request to the Business Office no later than September 1st. Individuals will be notified within one week (seven days). A maximum of twenty-five (25) days may be granted at this time.
 - B. When more than the designated number of individuals from a Department request leave time at the same time, seniority shall be the determining factor.
 - C. Individuals wishing to apply for an unpaid leave of absence that will occur prior to the application of the deadline (see #1 above), may do so and individuals will be notified within one week (7 days).

- D. Individuals wishing to apply for an unpaid leave of absence after the initial deadline (including those not granted initial application) may do so. However, said application shall not be submitted more than thirty (30) days prior to the date of the leave requested, but must be submitted at least one week (7 days) prior to the beginning of the leave.
- E. Individuals will be notified of the granting of their leave no later than four (4) days prior to the beginning of the leave.
- F. An individual being granted an unpaid leave shall, for the purpose of this clause, be placed on the bottom of the seniority list for his/her Department after being granted the leave. Full seniority, for the purpose of this clause, shall be restored beginning with the July 1st of the third school year after which the individual received the unpaid leave of absence.

Example:

An employee has twelve (12) years seniority. During 1990-91 he/she is given an unpaid leave of absence in December. For the balance of the 1990-91 school year, his/her seniority would be zero -- the bottom. For the 1991-92 school year, seniority would be (1), and any individual who was granted an unpaid leave of absence after his/her leave, and any individual who was employed after he/she received his/her unpaid leave of absence, would be below him/her on the list. For 1992-93, said individual's seniority would be (2), again anyone who has been granted a leave of absence after him/her, or employed after he/she was granted his/her leave of absence, would be below him/her.

- 9. If any unpaid days remain as of June 1, the unused days would be available for request by employees with less than five continuous years, according to all conditions, except item No. 2 (above). Approval would require mutual consent of the parties to use this provision with final authorization form the District.
- 10. If there are problems with covering the related absences, the District retains the right to withhold approval.

APPENDIX C
DEFINITION OF FULL-TIME EMPLOYMENT DELINEATION

I. Regarding Combined Positions (Two Part-time)

For the purposes of contractual benefits for combined jobs, when the individual works six (6) hours or more, the following shall apply:

- A. In cases where both of the positions involved would lead to full-time benefits had they separately been for six (6) hours, the individual in the combined job will receive full-time benefits. (Example: Cleaner/Bus Driver combination would receive full-time benefits for the entire job.)
- B. When the combined job consists of two (2) positions, neither of which would generate full-time benefits (example: Monitor), the individual would not be entitled to any full-time benefits regardless of the hours.
- C. In cases where the combined job has one (1) position that could lead to full-time benefits and another position that would not (example: Bus Driver/Monitor), the individual would be entitled to full-time benefits for holidays and personal days. The pay for the holidays would be for the Bus Driver position only. It is understood that the personal leave would be accumulated as sick leave as well.

APPENDIX D
MEMORANDUM OF CLARIFICATION

Below is a clarification of the use of regularly employed bus drivers as substitutes for the (1) A.M. runs, (2) noon-time runs, and (3) P.M. runs.

(1) A.M.:

Any regularly employed drivers who do not have a scheduled A.M. run may have his/her name placed on a rotating substitute list. Any individual who refuses an assignment four (4) times shall have his/her name removed from the list for the balance of that school year.

(2) NOON-TIME DRIVERS:

Any regularly employed drivers who do not have a regularly scheduled noon-time run may submit his/her name to be placed on the noon-time substitute list. The ten (10) most senior drivers applying shall be placed on the list. Any driver refusing an assignment on four (4) occasions shall have his/her name removed for the balance of that school year.

(3) P.M.:

Any regularly employed drivers who do not have a scheduled P.M. run may have his/her name placed on a rotating substitute list. Any individual who refuses an assignment four (4) times shall have his/her name removed from the list for the balance of that school year.

For the Employees' Union

For the District

Date

APPENDIX E

MEMORANDUM OF AGREEMENT ("hereinafter "MOA")

THIS AGREEMENT is entered into as of this 20th day of July, 2005, by and between the New Hartford Central School District ("Employer") and the New Hartford Employees' Association ("the Association").

The Employer agrees to make an Employer non-elective contribution to the 403(b) account of each covered employee who is eligible for and commences retirement under the state-sponsored retirement system during the term of this agreement, July 1, 2005 through June 30, 2006. The amount of the non-elective contribution shall be equal to the value of each such eligible employee's accumulated leave days, determined in accordance with Article V(E) of the collective bargaining agreement and/or the terms of the District's retirement incentive policy.

Effective July 1, 2005, the Employer and Association agree to the following:

1. **No Cash Option** No employee may receive cash in lieu of or as an alternative to any of the Employer's Non-elective Contribution(s) described herein. This non-elective employer contribution shall be in lieu of cash compensation provided by the applicable collective bargaining provision and/or non-contractual policy. The District will deposit the above-referenced non-elective contribution(s) by no later than July 31st following the retirement date.
2. **Contribution Limitations** In any applicable year, the maximum Employer Contribution shall not cause an employee's 403(b) account to exceed the applicable contribution limit under Section 415(c)(1) of the Code, as adjusted for cost-of-living increases. In the event that the calculation of the Employer Non-elective Contribution referenced in any of the preceding paragraphs exceeds the applicable Contribution Limits, the employer agrees to pay any excess amount as compensation to the employee within thirty (30) days of the retirement date.
3. **403(b) Accounts** Employer contributions shall be deposited into the 403(b) account selected by the employee to receive Employer contributions, provided such account will accept Employer Non-elective Contributions. If the employee does not designate a 403(b) account to receive Employer's contributions, or if the account designated will not accept Employer's Non-elective Contributions for any reason, then Employer shall deposit contributions, in the name of the employee, into the endorsed 403(b) program.
4. **Tier I Adjustments** Tier I members with membership dates prior to June 17, 1971- Employer Non-elective Contribution hereunder will be reported as non-regular compensation to the New York State Employees' Retirement System.

5. This MOA shall be subject to IRS regulations and rulings. Should any portion be declared contrary to law, then such portion shall not be deemed valid and subsisting, but all other portions shall continue in full force and effect. As to those portions declared contrary to law, the Association and Employer shall promptly meet and alter those portions in order to provide the same or similar benefit(s) that conform, as closest as possible, to the original intent of the parties.
6. In agreeing to adopt and/or modify the Plan noted in this Memorandum of Agreement, the District makes no independent representations or warranties concerning the accuracy of any interpretation of law or applicable regulations as advanced to the District or described by the Association, its agents, representatives or other parties.
7. This MOA shall further be subject to the approval of the 403(b) Provider, which shall review the MOA solely as a matter of form and as the provider of investment products designed to meet the requirements of Section 403(b) of the *Internal Revenue Code*. Upon request, ING Life Insurance and Annuity Company ("ILIAC") agrees to provide the Employer with ILIAC's standard hold harmless agreement where the Employer has selected ILIAC as the provider of 403(b) accounts for receipt of Employer Non-elective Contributions.
8. Both the Employer and Employee are responsible for providing accurate information to the 403(b) Provider. This information includes both Elective and Employer Non-Elective Contributions and the amount of the participant's Includible Compensation.
9. **Duration**
 - a. The parties expressly agree that this Memorandum of Agreement shall become effective from the date of this signing of this Memorandum of Agreement and, notwithstanding Section 209(a) (1) (e) of the Civil Service Law ("Triborough Amendment"), shall expire on June 30, 2007 unless extended or modified by mutual written agreement between the parties.
 - b. Notwithstanding the above paragraph, at 12:01 a.m. on the day following the expiration date of this memorandum, the terms and provisions of the collective bargaining agreement and/or non-contractual board policy shall be fully restored to its former cash compensation status.
 - c. Notwithstanding paragraph (a), above, in the event that the Employer is obligated under this Memorandum of Agreement to make any post-employment contributions to any eligible employee after the expiration date of the parties' successor collective bargaining agreement, that obligation shall survive such expiration date and shall remain a continuing obligation until such time as any such post-employment contributions are paid in full in accordance with the provision of this Memorandum of Agreement.
10. This memorandum shall be subject to approval by the Board of Education.

11. All disputes arising related to this Memorandum will be subject to the grievance procedure outlined in the Parties' collective bargaining agreement.

For the Employer

By: Daniel P. Sulliga
Dated: 7-20-05

For the Association

By: Shuley R.
Dated: 7-20-05