

AGREEMENT

Between

NEW HARTFORD CENTRAL SCHOOL DISTRICT

And

NEW HARTFORD EMPLOYEES' UNION

July 1, 2007– June 30, 2010

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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

The parties shall exchange proposals in writing and enter into good faith negotiations over a successor agreement at a mutually agreed time. There shall be no new proposals after the first meeting.

**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. Combined Position Employee: An Employee who has been assigned to two part-time positions requiring the Employee to regularly work a total of six or more hours per day, five days per week.
- D. Regular Bus Driver: A bus driver who is permanently assigned to drive a regular bus run before school and after school so that the employee's work schedule consists of at least four hours of work per day and twenty hours of work per week.
- E. Substitute Employees: Employees hired to fill a position on a temporary basis.
- F. 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.
- G. Immediate Family: Parent, sibling, child, spouse 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 rates provided below. 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.

Effective Date	Daily Rate
July 1, 2007	\$38
July 1, 2008	\$40
July 1, 2009	\$42

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

**ARTICLE VI
PERSONAL LEAVE**

- A. Request: An employee must submit a personal leave request in advance of his/her requested leave, unless such advanced notice is impossible. The request must be submitted on a form provided by the District.

- B. Accrual & Use: Employees are granted personal leave not to exceed five (5) noncumulative personal days per year for the following reasons:
 - 1. Family Illness: To provide care for an Article IV immediate family member who is ill.

 - 2. Personal Business: To conduct personal business or legal business that may not be conducted any time other than during the employee's work day.

 - 3. Employee's marriage: To participate in his/her own marriage.

 - 4. Emergency Closings: If the employee is not eligible for Article XI Emergency Closing benefit time, the employee may use Personal Leave benefit time during the Article XI Emergency Closing.

 - 5. Funeral: To attend the funeral of a close friend or relation if that individual is not among the individuals for whom the Employee may use his/her Article VII Bereavement Leave benefit.

- C. Day without Reason: Upon completion of three (3) years of service, employees are entitled to one (1) non-cumulative day of leave without reason or excuse. This day may not be scheduled immediately preceding or immediately following a vacation day, holiday, etc.

- D. Rollover: Unused personal leave time will be added to accumulated unused sick leave at the end of each school year.

**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.

**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, Article IV Regular 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. Eligibility to Participate in the District's Health Insurance Plan:

Employee Type	Individual Medical Premium	Family Medical Premium
Art IV Full Time Employee	95% District Contribution 5% Employee Contribution	95% District Contribution 5% Employee Contribution
Art IV Regular Bus Driver	Effective 1/9/08: 95% District Contribution 5% Employee Contribution	Effective 1/9/08: 0% District Contribution 100% Employee Contribution
Art IV Regular Bus Driver with five or more continuous years of NH service	95% District Contribution 5% Employee Contribution	95% District Contribution 5% Employee Contribution
Part Time employee who has been regularly assigned to a position requiring 4 or more hours of work per day and 20 or more hours of work per week for <u>three</u> or more continuous years of NH service. (This benefit only covers employees who are not covered by an insurance program elsewhere).	0% District Contribution 100% Employee Contribution	0% District Contribution 100% Employee Contribution
Part time employee who has been regularly assigned to a position requiring 4 or more hours of work per day and 20 or more hours of work per week for <u>five</u> or more continuous years of NH service. (This benefit only covers employees who are not covered by an insurance program elsewhere).	95% District Contribution 5% Employee Contribution	95% District Contribution 5% Employee Contribution
All other employees	Not eligible to participate.	Not eligible to participate.

B. Prescription Drug Co-payments: Effective January 1, 2008, prescription drug co-payments shall be: Generic - \$8; Name Brand - \$12; Mail Order – two times the co-pay for a ninety day supply.

- C. **Office Visit Co-Payments:** Effective January 1, 2008, co-payments for regular doctor visits (including one annual physical) shall be \$20.
- D. **Out of Network Deductibles:** Effective January 1, 2008, out of network deductibles shall be Individual - \$300; Family - \$600.
- E. **Limited, continued coverage for certain part-time employees:** The District will continue its contribution towards the cost of an eligible part time employee's health insurance premium if the employee is unable to work only as follows:
- **Eligibility:**
 1. The employee must be ineligible for an FMLA leave because of his/her part-time status.
 2. The employee must have exhausted all of his/her accumulated leave time.
 3. The employee must be receiving the District's contribution towards health insurance premiums at the time of the exhaustion of his/her accumulated leave time
 4. The employee must demonstrate, through medical evidence that he/she has a medical condition that renders him/her "unable to work" in any capacity. An employee who is able to perform other duties for the District or who is able to work for another employer is not deemed to be "unable to work."
 - **Benefit:**
 - a. If the eligible part time employee has been employed by the District for five or more continuous years, the District will continue its contribution for a period of up to three months after the employee has exhausted his/her accumulated leave time.
 - b. If the eligible part time employee has been employed by the District for eight or more continuous years, the District will continue its contribution for a period of up to six months after the employee has exhausted his/her accumulated leave time.
 - c. If the eligible part time employee has been employed by the District for five or more continuous years and has been medically diagnosed as having a terminal illness, the District will continue its contribution for the period of the terminal illness.
- F. **Section 125 Plan:** 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. Any change in carriers for Health Insurance coverage shall be by mutual agreement.
- H. **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.

- I. 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.

J. 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 AND LIFE 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.

The District shall provide twenty thousand dollars (\$20,000) term life insurance for Article IV Full-Time employees.

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. Vacation 12 Months 11 Months 10 1/2 Mo. 10 Months

Completion of 1st Year	10 Days	9 Days	8 1/2 Days	8 Days
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Completion of 4th Year	15 Days	13 Days	12 1/2 Days	12 Days
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Completion of 9th Year	20 Days	18 Days	17 Days	16 Days
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Completion of 20th Year	25 Days	23 Days	22 Days	21 Days
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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 vacancies 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.

Bus aides employed by the District will be given preference over bus drivers employed by the District for bus aide vacancies posted after April 1, 2008.

- 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:

- a. If the District decides to create a new bus-run position or to fill a vacant bus-run position, it will post the vacant position in the bus garage. If a second or subsequent vacancy results from the filling of the first vacancy, the District will not post the second and subsequent vacancies until it has considered the original applicant pool.

Ex: If Driver-1, Driver-2, Driver-3, Driver-4 and Driver-5 bid on posted Position-A; and if Driver-1 gives up his current Position-B to fill Position-A, the District will not post Position-B until it has considered Driver-2, Driver-3, Driver-4 and Driver-5.

- b. 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.
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: 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:

1. Bus Drivers: Bus driver seniority is based on the employee's date of hire as a bus driver. (The parties understand that a full time driver who is hired after a part time driver would be junior to the part time driver).
2. All other employees: Seniority is based on the number of hours the employee has worked for the District, excluding any hours worked as a bus driver. (The parties understand that a five hour per week employee eventually could become junior to a subsequently hired six hour per week employee).

**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, day before & day after	New Year's Day & day before
Christmas Day & 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.
- F. Floating Holiday: Each employee who is eligible for personal leave time will receive one (1) floating holiday per year, provided that the employee did not use any Article VI (B) personal leave days in the previous year, except for one (1) personal day for illness in the family and one (1) day without reason. Floating holidays do not roll over from year to year and shall be scheduled at least two (2) weeks in advance of their use. If the District cannot accept all floating holiday requests for a particular day, it will approve the requests of senior employees before it approves the requests of junior employees.

ARTICLE XXIII
EXTRA DRIVING -- TRANSPORTATION DEPARTMENT

- A. Extra driving shall be assigned using the following procedure: A voluntary seniority overtime roster will be established using only drivers and garage personnel who indicate in writing by September 15th of their desire to be considered for voluntary Extra Driving Assignments.
- 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: An employee's probationary period shall be the maximum permitted by the Civil Service Law, unless the District provides the employee with written notification that his/her probationary period has been shortened or completed. From time to time during the probationary period, the supervisor shall advise the probationer of his/her status and progress.

- 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 increase 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.

3. When a full time off-schedule cleaner transfers from a night position within the cleaner classification to another full time position within the cleaner classification, he/she shall receive a reduction in hourly pay that is equal to the difference in the Step Seven hourly rates of pay for the respective cleaner positions.

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 Article IV Regular Bus Driver 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.

POSITION CLASSIFICATION	ASSIGNED WORK SCHEDULE
CLASS A	<p>Employees work student schedule according to annual school calendar. Vacation pay does not apply.</p> <ol style="list-style-type: none"> 1. School Lunch Staff 2. Part-time Bus Drivers 3. Part-time Aides
CLASS B	<p>Employees work September 1st through June 30th with guaranteed paid holidays falling within this time period.</p>
CLASS C	<p>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.</p> <ol style="list-style-type: none"> 1. Office Specialist I (Attendance Office) 2. Office Specialist I (Jr. High Office) 3. Full-time Aide II 4. Typist-Receptionist 1 (Senior High Office)
CLASS D	<p>Employees work same as C (above) plus ten (10) days. Full time employees in this class receive vacation pay.</p> <ol style="list-style-type: none"> 1. Office Specialist I-Receptionist (Hughes Elementary Office) 2. Office Specialist I-Receptionist (Myles Elementary Office) 3. Office Specialist I-Receptionist (Oxford Road Elem. Office) 4. Office Specialist I-Receptionist (Special Education)
CLASS E	<p>Employees work same as C (above) plus twenty (20) days during July and/or August. Full time employees in this class receive vacation pay.</p> <ol style="list-style-type: none"> 1. Clerk (Sr. High Book Distribution Center) 2. Office Specialist I-Receptionist 1 (Senior High Guidance Office) 3. Office Specialist I (Junior High Guidance)
CLASS F	<p>Employees work same as C (above) plus July and August. Full time employees in this class receive vacation pay.</p> <ol style="list-style-type: none"> 1. Office Specialist I -Receptionist (Sr. High and Jr. High Office)
CLASS G	<p>Employees work July 1st through June 30th with paid vacation earned plus guaranteed paid holidays.</p>

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
3. Full-Time Monitors
4. Article IV Combined Position Employees

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 07-08

	07-08 1	07-08 2	07-08 3	07-08 4	07-08 5	07-08 6	07-08 7	Long
Account Clerk	12.92	13.38	13.84	14.29	14.75	15.21	15.68	0.47
Bookstore Clerk	11.44	11.94	12.43	12.92	13.41	13.90	14.41	0.38
Clerk	9.34	9.65	9.97	10.29	10.60	10.92	11.24	0.35
Office Specialist 1	10.44	10.88	11.31	11.76	12.21	12.66	13.09	0.36
Office Specialist 1/Receptionist	11.75	12.27	12.80	13.32	13.85	14.37	14.91	0.38
Office Specialist 1/Receptionist 1	11.38	11.89	12.41	12.92	13.43	13.95	14.46	0.37
Building Maintenance Worker	13.30	13.83	14.35	14.87	15.40	15.92	16.43	0.47
Building Maintenance Mechanic	13.83	14.29	14.76	15.23	15.70	16.17	16.64	0.53
Cleaner/Day P/T	10.18	10.55	10.93	11.30	11.67	12.06	12.43	0.37
Cleaner/Central Kitchen /Day	10.68	11.14	11.60	12.06	12.51	12.98	13.45	0.36
Cleaner--Nights	11.14	11.63	12.12	12.61	13.10	13.60	14.09	0.37
Cleaner/Pool--Nights	11.66	12.18	12.69	13.20	13.72	14.23	14.75	0.38
Cleaner--3rd Shift	11.96	12.45	12.94	13.43	13.92	14.41	14.91	0.42
Sr. Cleaner--Night	11.72	12.27	12.82	13.38	13.93	14.49	15.05	0.37
Cleaner--Days F/T	10.39	10.79	11.19	11.60	12.00	12.42	12.82	0.37
Cleaner/2nd Shift--Weekends	11.14	11.63	12.12	12.61	13.10	13.60	14.09	0.37
Sr. Custodian/Jr. High	12.68	13.07	13.46	13.85	14.23	14.62	15.02	0.50
Sr. Custodian/Sr. High	13.44	14.06	14.67	15.31	15.95	16.59	17.22	0.43
Sr. Custodian--Day (Myles & Hughes)	12.12	12.49	12.85	13.22	13.60	13.96	14.32	0.48
Groundsman/Bldg. Maintenance	10.85	11.32	11.79	12.26	12.73	13.20	13.68	0.37
Groundsman	10.85	11.32	11.79	12.26	12.73	13.20	13.68	0.37
Groundsman/Mechanic	12.51	12.94	13.37	13.79	14.22	14.64	15.07	0.47
Sr. Groundsman	12.12	12.49	12.85	13.22	13.60	13.96	14.32	0.48
Laundry Worker--Nights	11.14	11.63	12.12	12.61	13.10	13.60	14.09	0.37
Teacher Aide 1	9.55	9.93	10.31	10.68	11.05	11.41	11.80	0.34
Teacher Aide 2	10.02	10.43	10.83	11.24	11.64	12.03	12.44	0.35
Bus Aide	9.55	9.93	10.30	10.68	11.06	11.41	11.81	0.34
DP Aide	9.55	9.93	10.30	10.68	11.06	11.41	11.81	0.34
Auto Mechanic Helper	10.68	11.15	11.62	12.09	12.56	13.02	13.49	0.36
Auto Mechanic	12.95	13.37	13.78	14.20	14.61	15.02	15.41	0.51
Bus Driver P/T **	12.16	12.63	13.10	13.57	14.06	14.60	15.07	0.38
Motor Equipment Operator	10.85	11.32	11.79	12.26	12.73	13.20	13.68	0.37
Educational Interpreter (uncertified)	13.62	14.25	14.88	15.51	16.13	16.74	17.36	0.52
Night Watchperson	11.14	11.63	12.12	12.61	13.10	13.60	14.09	0.37
Monitors	8.67	9.06	9.45	9.83				

Network Administrator II: \$69,125
 Computer Specialist: \$50,040

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

Wage Schedule 08-09

	08-09 1	08-09 2	08-09 3	08-09 4	08-09 5	08-09 6	08-09 7	Long
Account Clerk	13.02	13.50	13.98	14.46	14.94	15.42	15.90	0.47
Bookstore Clerk	11.45	11.96	12.47	12.99	13.50	14.01	14.53	0.38
Clerk	9.43	9.76	10.09	10.42	10.75	11.08	11.41	0.35
Office Specialist 1	10.46	10.91	11.37	11.82	12.29	12.76	13.23	0.36
Office Specialist 1/Receptionist	11.75	12.28	12.83	13.37	13.92	14.47	15.02	0.38
Office Specialist 1/Receptionist 1	11.38	11.89	12.43	12.96	13.50	14.04	14.57	0.37
Building Maintenance Worker	13.35	13.90	14.45	14.99	15.54	16.09	16.64	0.47
Building Maintenance Mechanic	13.96	14.45	14.94	15.43	15.92	16.41	16.90	0.53
Cleaner/Day P/T	10.24	10.64	11.03	11.42	11.81	12.20	12.60	0.37
Cleaner/Central Kitchen /Day	10.68	11.16	11.64	12.12	12.60	13.08	13.57	0.36
Cleaner--Nights	11.14	11.64	12.15	12.67	13.18	13.69	14.21	0.37
Cleaner/Pool--Nights	11.66	12.19	12.72	13.26	13.80	14.33	14.87	0.38
Cleaner--3rd Shift	11.98	12.50	13.01	13.52	14.04	14.55	15.06	0.42
Sr. Cleaner--Night	11.72	12.27	12.83	13.40	13.98	14.56	15.14	0.37
Cleaner--Days F/T	10.43	10.85	11.27	11.70	12.12	12.54	12.98	0.37
Cleaner/2nd Shift--Weekends	11.14	11.64	12.15	12.67	13.18	13.69	14.21	0.37
Sr. Custodian/Jr. High	12.84	13.25	13.66	14.07	14.47	14.87	15.28	0.50
Sr. Custodian/Sr. High	13.44	14.06	14.69	15.33	16.00	16.67	17.33	0.43
Sr. Custodian--Day (Myles & Hughes)	12.29	12.67	13.05	13.43	13.82	14.21	14.58	0.48
Groundsman/Bldg. Maintenance	10.85	11.34	11.83	12.32	12.82	13.31	13.80	0.37
Groundsman	10.85	11.34	11.83	12.32	12.82	13.31	13.80	0.37
Groundsman/Mechanic	12.63	13.08	13.52	13.97	14.41	14.86	15.30	0.47
Sr. Groundsman	12.29	12.67	13.05	13.43	13.82	14.21	14.58	0.48
Laundry Worker--Nights	11.14	11.64	12.15	12.67	13.18	13.69	14.21	0.37
Teacher Aide 1	9.58	9.98	10.37	10.77	11.16	11.55	11.93	0.34
Teacher Aide 2	10.05	10.48	10.90	11.32	11.74	12.16	12.58	0.35
Bus Aide	9.59	9.98	10.37	10.77	11.16	11.55	11.92	0.34
DP Aide	9.59	9.98	10.37	10.77	11.16	11.55	11.92	0.34
Auto Mechanic Helper	10.68	11.16	11.65	12.14	12.63	13.12	13.60	0.36
Auto Mechanic	13.10	13.53	13.97	14.40	14.84	15.27	15.69	0.51
Bus Driver P/T **	12.22	12.71	13.20	13.69	14.18	14.69	15.26	0.38
Motor Equipment Operator	10.85	11.34	11.83	12.32	12.82	13.31	13.80	0.37
Educational Interpreter (uncertified)	13.62	14.25	14.90	15.55	16.20	16.86	17.49	0.52
Night Watchperson	11.14	11.64	12.15	12.67	13.18	13.69	14.21	0.37
Monitors	8.67	9.06	9.47	9.87	10.28			

Network Administrator II: \$72,063
 Computer Specialist: \$52,167

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

Wage Schedule 09-10

	09-10 1	09-10 2	09-10 3	09-10 4	09-10 5	09-10 6	09-10 7	Long
Account Clerk	13.11	13.61	14.11	14.61	15.11	15.61	16.11	0.47
Bookstore Clerk	11.45	11.96	12.50	13.03	13.57	14.11	14.64	0.38
Clerk	9.50	9.85	10.20	10.54	10.89	11.23	11.58	0.35
Office Specialist 1	10.45	10.93	11.40	11.88	12.35	12.84	13.33	0.36
Office Specialist 1/Receptionist	11.75	12.28	12.83	13.40	13.98	14.55	15.12	0.38
Office Specialist 1/Receptionist 1	11.38	11.87	12.43	12.99	13.55	14.11	14.67	0.37
Building Maintenance Worker	13.38	13.95	14.52	15.10	15.67	16.24	16.81	0.47
Building Maintenance Mechanic	14.07	14.58	15.10	15.61	16.12	16.64	17.15	0.53
Cleaner/Day P/T	10.29	10.70	11.11	11.53	11.94	12.34	12.75	0.37
Cleaner/Central Kitchen /Day	10.68	11.16	11.66	12.16	12.66	13.17	13.67	0.36
Cleaner--Nights	11.14	11.64	12.16	12.70	13.24	13.77	14.31	0.37
Cleaner/Pool--Nights	11.66	12.18	12.74	13.30	13.86	14.42	14.98	0.38
Cleaner--3rd Shift	11.98	12.52	13.06	13.59	14.13	14.67	15.20	0.42
Sr. Cleaner--Night	11.72	12.27	12.83	13.41	14.00	14.61	15.22	0.37
Cleaner--Days F/T	10.46	10.90	11.34	11.78	12.22	12.66	13.11	0.37
Cleaner/2nd Shift--Weekends	11.14	11.64	12.16	12.70	13.24	13.77	14.31	0.37
Sr. Custodian/Jr. High	12.99	13.42	13.85	14.28	14.70	15.12	15.54	0.50
Sr. Custodian/Sr. High	13.44	14.06	14.69	15.35	16.02	16.72	17.42	0.43
Sr. Custodian--Day (Myles & Hughes)	12.44	12.84	13.24	13.64	14.04	14.44	14.85	0.48
Groundsman/Bldg. Maintenance	10.85	11.34	11.85	12.37	12.88	13.39	13.90	0.37
Groundsman	10.85	11.34	11.85	12.37	12.88	13.39	13.90	0.37
Groundsman/Mechanic	12.74	13.20	13.67	14.13	14.60	15.06	15.53	0.47
Sr. Groundsman	12.44	12.84	13.24	13.64	14.04	14.44	14.85	0.48
Laundry Worker--Nights	11.14	11.64	12.16	12.70	13.24	13.77	14.31	0.37
Teacher Aide 1	9.59	10.01	10.42	10.84	11.26	11.66	12.07	0.34
Teacher Aide 2	10.06	10.51	10.95	11.39	11.83	12.27	12.71	0.35
Bus Aide	9.61	10.02	10.43	10.84	11.25	11.66	12.07	0.34
DP Aide	9.61	10.02	10.43	10.84	11.25	11.66	12.07	0.34
Auto Mechanic Helper	10.68	11.16	11.66	12.18	12.69	13.20	13.71	0.36
Auto Mechanic	13.24	13.69	14.14	14.60	15.05	15.50	15.96	0.51
Bus Driver P/T **	12.25	12.77	13.28	13.79	14.31	14.82	15.35	0.38
Motor Equipment Operator	10.85	11.34	11.85	12.37	12.88	13.39	13.90	0.37
Educational Interpreter (uncertified)	13.62	14.25	14.90	15.57	16.25	16.93	17.61	0.52
Night Watchperson	11.14	11.64	12.16	12.70	13.24	13.77	14.31	0.37
Monitors	8.67	9.06	9.47	9.89	10.32	10.74		

Network Administrator II: \$75,126
 Computer Specialist: \$54,384

*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:
 - Certification in one through four areas: \$200.
 - 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 delay 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 judgment 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.