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Contract Database Metadata Elements

Title: **South Colonie Central School District and School Monitors Unit, International Brotherhood of Teamsters (IBT), AFL-CIO, Local 294 (2004)**

Employer Name: **South Colonie Central School District**

Union: **School Monitors Unit, International Brotherhood of Teamsters (IBT), AFL-CIO**

Local: **294**

Effective Date: **07/01/04**

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AID
8133

AGREEMENT

By and between

**TEAMSTERS LOCAL 294
INTERNATIONAL BROTHERHOOD OF TEAMSTERS
AFL-CIO**

School Monitors Unit

and

SOUTH COLONIE CENTRAL SCHOOL DISTRICT

JULY 1, 2004 - JUNE 30, 2009

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DEC 29 2004

**NYS PUBLIC EMPLOYMENT
RELATIONS BOARD**

141

TABLE OF CONTENTS

	PAGE
1. Recognition	3
2. Dues Deduction	3
3. Grievance Procedure	3
4. Discipline and Discharge	4
5. Probationary Term	4
6. Seniority	5
7. Seniority List	5
8. Stewards and Alternate Stewards	5
9. Bulletin Boards	5
10. Job Descriptions	5
11. New Positions in Bargaining Unit	5
12. Job Openings	6
13. Layoffs	6
14. Assignments and Transfers	6
15. Inspection Privileges	6
16. Labor-Management Committee	6
17. Part-time Employees	7
18. Absence and Leaves	8
19. Holidays	11
20. Unpaid Time Off	11
21. Life Insurance	12
22. Credit Union	12
23. Tax Sheltered Annuities	12
24. Health Insurance, Drug Prescription Plan	12
25. Dental Insurance	13
26. Wages	13
27. Retirement/Sick Leave Accumulation Incentive	14
28. Twelve Month Monitors	15
29. Taylor Law Requirements	16
30. Term of Agreement	16
31. Signatures	16

1. RECOGNITION

The South Colonie Central School District recognizes Teamsters Local 294 as the exclusive bargaining agent for a unit of all school monitors in the South Colonie Central School District.

2. DUES DEDUCTION

Upon receipt of signed authorization cards, the Employer will deduct union dues from employee's paychecks on a pro-rata basis in equal installments. The dues so deducted shall be transmitted to the union.

3. GRIEVANCE PROCEDURE

Grievance Definition: A grievance is an alleged violation of this agreement. Grievances will be processed pursuant to the following paragraphs.

Informal Discussion: An aggrieved employee must first attempt to resolve the grievance with the employee's building principal, notifying the principal that the discussion constitutes the informal step of the grievance procedure. Upon request of the employee, the union steward may be present.

Grievance Form: Grievances will be presented on a proper form provided by the South Colonie Central School District (Appendix A). Grievances shall be dated, indicate the contract provision allegedly violated, and be signed by the grievant(s).

Group Grievance: A grievance involving the same basic allegation by more than one (1) employee, or a grievance by the Union, may be presented by the Union directly at Step 1 of this grievance procedure. However, the names of the grievants in the group shall be indicated on the grievance form.

Formal Grievance Procedure: A grievance must be filed at Step 1 of the procedure through use of the grievance form within ten (10) workdays of its occurrence or within ten (10) workdays of the date on which the employee knew or could be expected to know of its occurrence. If the grievance form is not filed within the ten (10) workdays, the grievance will be barred.

- A. Step 1 - Building Principal: Formal grievances will be filed with the building principal. Within five (5) workdays of receipt of the grievance, the principal, or designee, will hold a conference at which the grievant and/or the department steward will discuss the complaint. Within five (5) workdays after the conference, the principal or designee shall render a written decision to the grievant(s) and the Union.
- B. Step 2 - Superintendent of Schools: If the answer in Step 1 is unsatisfactory, the Union may submit the grievance within ten (10) workdays to Step 2 by serving written notice to the Superintendent of Schools. The Superintendent, or designee, shall hold a meeting within ten (10) workdays of receipt of the written notice at which the grievant will

discuss the complaint. The grievant may be represented at the hearing by the Business Agent or steward. A written decision will be rendered by the Superintendent to the grievant within five (5) workdays after the meeting.

- C. Step 3 - Board of Education: If the grievant, or Union, is not satisfied with the step 2 response, either may request in writing a meeting with the Board of Education or sub-committee thereof. The grievant shall be present at the meeting and may be represented by the Union's Business agent or a steward. The Board of Education shall consider the evidence and arguments raised by the grievant and shall issue a determination within ten (10) workdays after the meeting.
- D. Step 4 - Arbitration: If the determination of the Board of Education is not agreeable to the Teamsters, the Teamsters may file a Demand for Arbitration with the American Arbitration Association within 10 workdays of the Board's determination. The arbitration shall be conducted under the Rules of the American Arbitration Association. The decision of the arbitrator shall be final and binding on the parties.

4. DISCIPLINE AND DISCHARGE

The Employer may suspend employees without pay for just cause or discharge employees for just cause. An employee who is suspended or discharged shall be notified in writing, with a copy of the notice sent to the chief steward and building steward, and B/A. The suspension or discharge of an employee shall be subject to the grievance procedure, except the probationary employees shall not have the right to grieve their suspension or discharge.

Ordinarily, the Employer will use progressive discipline to correct employee misconduct, i.e., use the following steps:

1. Counseling/Oral Warning
2. Written Warning
3. Unpaid Suspension
4. Discharge

However, in imposing discipline the Employer shall take into account any prior acts of misconduct, the seriousness of the offense, and the employee's total work record. Consequently, the Employer may suspend or discharge without prior counseling or warning if the severity of the employee offense so warrants.

In exchange for the Discipline and Discharge section, the Teamsters Local 294 on behalf of all bargaining unit members covered by this Agreement hereby waives any right to NYS Civil Service Law, Article 5, Section 75.

5. PROBATIONARY TERM

- A. Permanently appointed employees shall serve a probationary period of 26 weeks from their first day of work.

B. Permanent Status - After three continuous years as a .75 FTE or above, a temporary monitor with satisfactory evaluations will become a permanent monitor.

6. SENIORITY

Seniority shall be defined as the continuous length of time employed as a .51 or more school monitor in the South Colonie Central School District. Seniority will be broken by retirement, a voluntary quit, a discharge for cause, failure to return to work within five (5) scheduled work days after an authorized leave of absence, failure to report to work for two consecutive work days without proper notice to the Employer, or transfer out of the bargaining unit for more than 90 calendar days.

Probationary employees shall not accrue seniority while on probation, but if retained as an employee at the end of their probationary period, the employee shall recapture seniority for the term of their probationary period.

7. SENIORITY LIST

The Employer shall furnish the Union a seniority list on October 1 of each year and shall post the list on the Union bulletin board. If the Union or any employee fails to object to the list by November 1, the list shall be considered correct.

8. STEWARDS AND ALTERNATE STEWARDS

The Union shall appoint one steward per school building and one chief steward. Stewards shall be bargaining unit members. The steward shall have the authority to investigate and settle grievances and to act on behalf of the Union.

9. BULLETIN BOARDS

The employer shall provide bulletin board space for union use in each building where monitors work. The Union agrees not to post any material that is demeaning or embarrassing to management or other employees.

10. JOB DESCRIPTIONS

The Employer shall establish a written job description for monitors and from time to time may make changes in the job description.

11. NEW POSITIONS IN BARGAINING UNIT

The Employer may formulate new positions within the bargaining unit and shall set pay rates for the new position after consultation with the Union.

12. JOB OPENINGS

The Employer shall post a new or vacant position for at least seven days prior to permanently filling the position. Current employees, including part-time employees, may apply for such openings. The Employer will select the applicant, either bargaining unit member or an applicant from outside the unit, who the Employer judges to be best suited for the job. However, the Employer shall consider the applicant's qualifications, and in the case of applicants from the bargaining unit, their seniority, time worked as less than a .51 monitor, work record, evaluations, and potential to succeed in the new or vacant position.

New positions are newly created monitor positions that did not exist the previous school year.

Vacant positions are monitor positions that did exist the previous year and that were filled by bargaining unit employees. Vacant positions need to be posted only prior to the start of each school year. During the school year, the district may transfer monitors into vacant positions.

13. LAYOFFS

In the case of a layoff, the Employer shall have the right to lay off monitors as it sees fit in the best interest of the district. However, the Employer shall give due consideration to the employee's qualifications, seniority, time worked as less than a .51 monitor, work record, and qualifications.

14. ASSIGNMENTS AND TRANSFERS

Ordinarily, a monitor can expect to return to the monitor's previous year assignment. However, the Employer retains the right to assign and transfer monitors as it deems appropriate for the best interest of the students and the school district.

15. INSPECTION PRIVILEGES

The assigned union business agent may have access to the Employer's property during working hours, only for the purpose of conducting Union business related to the Union's representational status. The business agent shall notify the principal two (2) hours in advance of any visit and shall check in with the appropriate office. The business agent shall not interrupt the employee's work schedule, but may meet with bargaining unit employees during non-work times and in designated non-work location.

16. LABOR-MANAGEMENT COMMITTEE

There shall be a Labor-Management Committee (LMC) comprised of three unit members and up to three Employer administrators.

Meetings of the Labor-Management Committee shall start at 3 PM and run no later than 5 PM, unless otherwise agreed to by the LMC.

Meetings shall normally be held every other month upon written request of one of the parties at least ten (10) days in advance of the desired meeting date. The written request shall indicate a tentative agenda of items to be discussed.

Upon written notice to the other side, either party may invite one non-employee of the South Colonic Central School District to the Labor-Management meeting.

The LMC shall discuss and resolve issues of mutual interest, but shall not be a negotiating body.

Effective July 1, 1996, the LMC shall discuss and agree upon suitable uniforms for monitors assigned as security guards.

17. PART-TIME EMPLOYEES

A regular part-time employee is defined as an employee who daily works a specified number of hours. Benefits are available to regular part-time employees who qualify under A. below.

A. A regular part-time employee whose full-time equivalent position decimal is .51 or higher according to the chart listed below, will be eligible for the benefits indicated on a pro-rated basis.

Number of Hours worked per day	Full-Time Equivalent position decimal
1	.13
2	.25
2 1/2	.31
3	.38
3 1/2	.44
4	.50
4 1/2	.56
5	.63
5 1/2	.69
6	.75
6 1/2	.81
7	.88
7 1/2	.94
8	1.00

B. Any regular part-time employee whose position equivalent decimal falls below .51 during the work year will retain all benefits earned up until the time of the change.

- C. A regular part-time employee who works in two or more jobs with position equivalents will have those decimal equivalents added together to determine eligibility for benefits.
- D. Temporary part-time employees, all other intermittent employees, and per diem employees do not receive benefits.

18. ABSENCE AND LEAVES

The District will provide each monitor, who qualifies for benefits under 17 above, the following provisions relating to being absent from work without deduction of pay.

A. Sick Leave

Monitors may be absent without deduction of pay as follows:

1. 10 Month Employees: 10 days for any full school year of service in South Colonic, provided that when a 10 month employee has served three years in the South Colonic District, he/she shall be granted an additional 30 days of sick leave at the beginning of his 4th year of service. Effective July 1, 1999, part-time employees under .51 shall receive two sick leave days per year.
2. (a) When an employee is absent due to personal illness, the employee may be required to present a certificate from a qualified physician upon returning to work.

(b) Should a physical be required by the District, the expense of such physical shall be borne by the District if the examination is conducted by a district-designated physician. An employee may use a District-designated physician if he/she so chooses.
3. Twelve-month employees hired after July 1, 1999, shall receive full pay for the first six months they are on Workers' Compensation. During the seventh through ninth month while on Workers' Compensation, the employee shall receive 75% of the difference between Workers' Compensation and a regular day's pay. During the tenth through twelfth month while on Workers' Compensation, the employee will receive 50% of the difference between Workers' Compensation and a full day's pay. After twelve months, the benefit under this section shall terminate for twelve-month employees.

Ten month employees hired after July 1, 1999, shall receive a full day's pay for the first five months on Workers' Compensation, and then 75% of the difference between Workers' Compensation and a full day's pay during the sixth through eighth month. During the ninth and tenth months on Workers' Compensation, the employee will receive 50% of the difference between the Workers' Compensation and a full day's pay. After ten months, the benefit under this section shall terminate for ten-month employees.

Employees may use available sick leave to make up the shortfall in a regular day's pay while on Workers' Compensation. In addition, after the employee's benefit

under this section has terminated, continued absence from the job may be charged to sick leave.

This section (18.A.3) shall not apply to employees hired on or after July 1, 2004.

4. Any employee who spends less than a full year of employment shall only be entitled to one (1) day of sick leave per month, or major fraction thereof, of service in South Colonie. Should any employee coming under this provision have used more than the entitled sick leave, the Board shall make the appropriate deduction from the paycheck of that employee.
5. Any employee who has worked for ten (10) continuous years in the District shall receive twenty (20) additional days sick leave provided the following maximum accumulations are not exceeded:

Effective	7/1/2004	310 days
Effective	7/1/2006	320 days
Effective	7/1/2008	330 days
6. Any unused personal leave days shall be added to an employee's accumulated sick leave on July 1, provided the maximum accumulations (in 18.A.5. above) are not exceeded.
7. Employees who have been out of work due to illness, shall notify their supervisor of the date when they will return to work, as far in advance of their return as possible.
8. Employees shall be required to notify their immediate supervisor as soon as they know they will not be able to report for work. Failure to meet this requirement may result in pay deductions.

B. Bereavement and Illness in Family Leave

Leave without loss of pay will be allowed for:

1. Death in the Immediate Family

Immediate family is defined as husband, wife, mother, mother-in-law, father, father-in-law, son, son-in-law, daughter, daughter-in-law, brother, brother-in-law, sister, sister-in-law, grandmother, grandfather, grandson, granddaughter, or near relative who resides in the same household or any person with whom the employee has made his home. Not to exceed three (3) days for each death. If travel time is required to attend the funeral, and it cannot be done within the allotted time, it may be taken and charged against accumulated sick leave. Monitors who work less than .51 of a full-time equivalent position shall be entitled to this benefit.

2. Serious Illness in the Immediate Family

Not to exceed five days per year for serious illness in the immediate family as defined in 18.B.1. above. Requests for family leave must be submitted in writing on a Family Leave form. If the employee required more than five days, they shall be

deducted from personal business leave days. Should the employee need additional days, he/she may apply to the Assistant Superintendent to have the additional days deducted from his/her accumulated sick leave.

In general, the following would be acceptable reasons for use of this leave:

- a) An emergency which requires leaving work (1st day).
- b) A morning emergency (1st day).
- c) Hospitalization: day of entry, day of discharge.
- d) Day of major procedure (medical).
- e) Accompanying/transporting when necessary for:
 - 1) Medical reasons
 - 2) Support at consultation
- f) "Monitoring" a family member under doctor's orders.

It is agreed that all leave must be administered with a considerable amount of good judgment and common sense, and that the following would generally not be approved use of this leave:

- a) Taking a member of the family to the doctor for an office visit.
- b) Taking a member of the family to the orthodontist or a dentist.
- c) Baby-sitting or caring for children while a member of the family is in the hospital or after returning from the hospital.
- d) The second or subsequent days of an illness requiring "at home" care.

Problem cases are to be referred to the Assistant Superintendent for Management Services for interpretation.

C. Personal Leave

Employees may be absent without deduction of pay or loss of sick leave as follows:

1. When not ill but quarantined by the Board of Health.
2. For required jury appearance, except that there will be deducted from the employee's pay whatever compensation may be received for such appearance.
3. For a maximum of four days per year for necessary personal business.
 - a) Personal business is defined as those important business affairs which can be conducted only during the regular workday. Specifically excluded as personal business are social affairs, shopping, working at another job, athletic affairs, recreation, vacation, accompanying one's spouse or other person(s) on a trip or meeting, studying for examinations, marriage, honeymoon.
 - b) Three (3) days advance notice must be given in writing. In case of an emergency, where advance notice cannot be given, an explanation acceptable to the Supervisor must be given.

- c) The Assistant Superintendent has the right to limit personal leave in any department on any given day so as not to cripple the school operation.
 - d) Personal business can be taken on a one-half day basis or multiples thereof.
 - e) Personal business days may not be taken preceding, on, during or immediately following a school vacation day, a holiday, the employee's vacation, or the first and last weeks of school. Where a true emergency exists, the employee must give reasons for requesting the business day(s) to the Assistant Superintendent who shall make the decision as to whether the business day(s) should be granted.
 - f) Any employee who works less than a full year shall be entitled to one (1) day of personal business per three months, or major fraction thereof, of service in South Colonie. Should any such employee have used more than the entitled personal business leave, the Board shall make the appropriate deduction from the final yearly paycheck of that employee.
4. Part-time employees under .51 shall receive one (1) personal day per year.

19. HOLIDAYS

The following holidays listed below shall be allowed as days off with pay provided the employee works .75 of the hours of a full-time employee in their category:

Veterans' Day
 Columbus Day
 Thanksgiving
 *Friday after Thanksgiving
 Christmas
 New Year's Day
 Martin Luther King Day
 *Presidents' Day
 Memorial Day

*Or another day designated by the Board of Education

Employees hired at .51 prior to 02/01/94 will remain at .51 for Holiday purposes.

20. UNPAID TIME OFF

Child Care Leave - Upon written application, an employee may be granted an unpaid childcare leave for up to one year. Upon return to work, the employee will be placed on the same salary schedule step that the employee held at the start of the leave.

21. LIFE INSURANCE

The District will provide a \$10,000 term life insurance policy to each monitor who qualifies for benefits under 17.A. above. Effective July 1, 2000, the term life insurance shall increase to \$20,000 with accidental death and dismemberment. Effective July 1, 2001, the term life insurance shall increase to \$30,000.

22. CREDIT UNION

Credit Union deductions are allowed through payroll.

23. TAX SHELTERED ANNUITIES

All monitors will be eligible to participate in a tax sheltered annuity plan.

24. HEALTH INSURANCE

Part-time employees who work .75 of the hours of a full-time employee in their category shall be eligible for health insurance pursuant to the rest of this Article. Employees who work less than .75 of the hours of a full-time employee in their category shall not receive health insurance coverage, except that any employee hired prior to July 1, 1984 shall be "grandfathered" and retain their current health insurance coverage regardless of the number of hours they work.

A. Blue Shield - The District shall purchase a Blue Shield health insurance plan for each employee (Individual Plan) and the employee's dependents (Family Plan or Two Person Plan). Premiums for the health insurance plan shall be paid pursuant to the following:

1. Individual Premium - The District will pay as follows:

2004-05 94%
2005-06 93%
2006-07 92%
2007-08 90%

2. Family Plan - The District will pay up to 80% of the premium for the Family Plan.

3. Two Person Plan - The District will pay the Two Person Plan premium in a dollar amount equal to the amount of 80% of the premium of the Blue Cross Matrix One Family Plan.

4. Deductible - Participants will be responsible for the following annual deductible amounts as of July 1, 1999, pursuant to the rules of the carrier:

Individual Plan	\$175
Two Person Plan	\$350
Family Plan	\$525

- B. Traditional Blue POS 211 - This plan will be provided with a prescription health plan or similar benefit plan. The premium contribution will be the same as listed in section A above. The co pay per visit will be \$10.00.
- C. Capital District Physicians Health Plan (CDPHP) - Employee's may elect CDPHP. The co-pay per visit will be \$15.00. The District will pay a percent of the premium as per the following:

Effective Date	District Share of Premiums		
	Individual	Two-Person	Family
July 1, 2004	94%	93%	93%
July 1, 2005	93%	90%	90%
July 1, 2006	92%	87%	87%
July 1, 2007	90%	85%	85%

The employee's contributions for HMO premiums under C. above shall be limited to an annual contribution of \$1,500.00.

- D. Drug Prescription Plan - Effective July 1, 2000 the District will make available a \$5.00 deductible Drug Prescription Plan to each employee and dependents. The plan is underwritten by Blue Shield. As a base, the Board will pay the following monthly premiums for 2004-05:

Individual	\$ 78.06 per month
Family	\$167.26 per month

Premium increases over 2004-05 rates are borne 50/50 between District and employee.

25. DENTAL INSURANCE

The District will pay \$3.70 per month for dental insurance for each monitor who works .75 of the hours of a full-time employee. Employees hired at .51 prior to 2/1/94 shall remain at .51 for Dental Insurance purposes.

26. WAGES

Employees hired between July 1 and February 1 of any school year shall be entitled to receive the wage increase for the following year. Employees hired between February 1 and June 30 shall not be eligible for the wage increase for the following year.

A. Wage Increases

For the period July 1, 2004 - June 30, 2005

Effective July 1, 2004 - All employees shall receive a \$.25 per hour increase. Thereafter, increase wage rates for monitors 4.0%.

For the period July 1, 2005 - June 30, 2006

Effective July 1, 2005 - All employees shall receive a \$.15 per hour increase. Thereafter, increase wage rates for monitors by 4.25%.

For the period July 1, 2006 - June 30, 2007

Effective July 1, 2006 - All employees shall receive a \$.25 per hour increase. Thereafter, increase wage rates for monitors by 4.5%.

For the period July 1, 2007 - June 30, 2008

Effective July 1, 2007 - All employees shall receive a \$.15 per hour increase. Thereafter, increase wage rates for monitors by 4.75%.

For the period July 1, 2008 - June 30, 2009

Effective July 1, 2008 - All employees shall receive a \$.25 per hour increase. Thereafter, increase wage rates for monitors by 5.0%.

B. Annual Salary - Monitors who are regularly scheduled to work .75 or more of a full time equivalent position shall be paid on the basis of an annual salary. The annual salary shall be computed on and require one hundred eighty-four (184) workdays plus nine (9) paid holidays.

C. Differential - The differential for outside monitor shall be \$3.25 per hour.

D. Starting Rate - The starting hourly wage rate shall be a minimum as follows:

7/1/04 - 6/30/05	\$ 8.51 per hour
7/1/05 - 6/30/06	\$ 8.87 per hour
7/1/06 - 6/30/07	\$ 9.27 per hour
7/1/07 - 6/30/08	\$ 9.71 per hour
7/1/08 - 6/30/09	\$10.20 per hour

E. Longevity - Effective 7/1/04, employees who work .75 or higher of a full-time equivalent position shall receive annual longevity payments on a cumulative basis as follows:

After 11 years of service	\$625
After 15 years of service	\$625
After 19 years of service	\$650
After 24 years of service	\$650
After 27 years of service	\$650

F. Direct Deposit - The District shall establish a procedure for direct deposit of payroll checks into banks designated by the District.

27. RETIREMENT/SICK LEAVE ACCUMULATION INCENTIVE

Employees who are age 55 or older and who have twenty years or more of credited service in the South Colonie CSD shall receive a dollar amount per day for each eligible unused accumulated sick leave day at the time of retirement per the chart listed below. The number

of eligible unused sick days for this provision shall be 50% of the unused sick leave days, to a maximum listed below:

July 1, 2004 - \$35 per day	Maximum of 155 days (i.e. 50% of 310)
July 1, 2006 - \$40 per day	Maximum of 160 days (i.e. 50% of 320)
July 1, 2008 - \$45 per day	Maximum of 165 days (i.e. 50% of 330)

Eligible employees must give firm written notice of their retirement by February 15th and must retire the following June 30th. Payment of the incentive shall be made by July 15th following their retirement.

28. TWELVE MONTH MONITORS

The District will hire twelve-month monitors as needed. The 12-month monitors will not work during the school breaks which include but are not limited to Christmas, February and spring weeks. These employees will work the summer school session (6 weeks) for a total of six hours per day. The workday during the regular school year will be eight hours. Beginning and ending work day times for the monitors will be determined by the building principal or his/her designee.

The District has the right to change 12-month monitors workday or work year as it sees fit. As with all other monitor positions, monitors may be reassigned or transferred at the discretion of the supervisor. It will, however, make a 12-month appointment for a full school year unless circumstances require a change due to discipline or discharge.

These employees will accrue seniority in the same method as the 10-month monitors. Those monitors who transfer from a 10 to a 12-month position will not lose any seniority credit. Additionally, monitors who return to a 10-month position will retain any seniority credit gained in the 12-month position.

Twelve-month monitors will have one additional vacation day for July 4th. Sick days will include one additional day.

The pay rate for the 12-month monitors who have been in the District for at least 5 years will be as follows:

Effective 7/1/04	\$25,275
Effective 7/1/05	\$26,625
Effective 7/1/06	\$28,268
Effective 7/1/07	\$29,618
Effective 7/1/08	\$31,555

Outside differentials and longevity are in addition to base salary.

New Hires will be hired at the following rate:

Effective 7/1/04	\$17,992
Effective 7/1/05	\$19,030

Effective 7/1/06	\$20,345
Effective 7/1/07	\$21,590
Effective 7/1/08	\$23,130

29. TAYLOR LAW REQUIREMENT

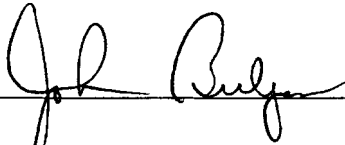
IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFOR, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

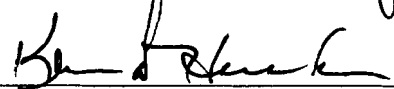
30. TERM OF AGREEMENT

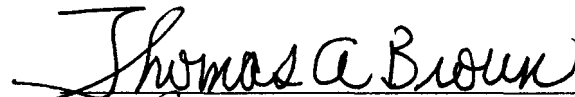
This agreement shall become effective on July 1, 2004 and shall terminate on June 30, 2009.

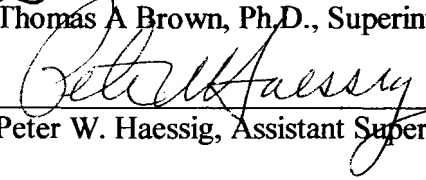
31. SIGNATURES

In witness whereof, the parties to this Agreement hereby place their signatures on this day of October 30, 2004.







 Thomas A Brown, Ph.D., Superintendent


 Peter W. Haessig, Assistant Superintendent



For Teamsters Local 294

For South Colonie CSD