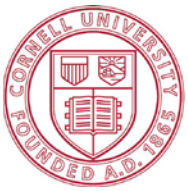

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Contract Database Metadata Elements

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Union: **St. Regis Falls Central School Non-Instructional Association**

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NEGOTIATED AGREEMENT

BETWEEN

THE ST. REGIS FALLS CENTRAL SCHOOL DISTRICT

AND

THE ST. REGIS FALLS CENTRAL SCHOOL
NON-INSTRUCTIONAL ASSOCIATION

JULY 1, 2008 - JUNE 30, 2011

# of Employees
33

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ARTICLE I -RECOGNITION

The St. Regis Falls Central School Board of Education, having determined that the St. Regis Falls Central School Non-Instructional Association is supported by a majority of the non-teaching personnel hereby recognizes the St. Regis Falls Central School Non-Instructional Association as the exclusive negotiating agent for employees in such unit with the exception of supervisors and confidential-managerial employees. These exceptions include the head custodian, head bus driver, secretary to the superintendent, cafeteria manager, and the business manager. Such recognition shall be continuous unless challenged by a bonafide employee organization showing membership and support of at least 51 percent of the non-teaching staff.

ARTICLE II - SAVINGS AND SEPARABILITY CLAUSE

If any clause, sentence, paragraph, section or part of this Agreement, shall be adjudged by any court of competent jurisdiction to be invalid, such judgment shall not affect, impair or invalidate the remainder thereof, but shall be confined in its operation to the clause, sentence, paragraph, section or part thereof directly involved in the controversy in which such judgment shall have been rendered. In the event any Article or Section is held restrained, the parties hereto shall enter into immediate collective bargaining negotiations, upon the request of the Association, for the purpose of arriving at a mutually satisfactory replacement for such Article or Section during the period of invalidity or restraint.

ARTICLE III - DECLARATION OF PLEDGE OF NO STRIKE POLICY

In compliance with the provision of the Public Employees' Fair Employment Act and in recognition by the Board of the Association as the sole and exclusive bargaining representative of the employees, the Association does hereby affirm a policy that it does not assert the right to strike against the Board nor will it assist in or participate in any such strike by the employees, nor will it impose any obligation on said employees to conduct, assist, or participate in a strike.

ARTICLE IV - NON-DISCRIMINATION CLAUSE

1. The Board and the Association agree that there shall be no discrimination by the Board or the Association against any employee because of his or her membership in the Union or because of any employee's lawful activity and/or support of the Association.

2. The Board and Association agree not to discriminate against any individual with respect to hiring, compensation, terms or conditions of employment because of such individual's race, color, religion, sex, national origin, or age; nor will they limit, segregate, or classify employees in any way to deprive any individual employee of employment opportunities because of race, color, religion, sex, national origin or age.

ARTICLE V - GRIEVANCE PROCEDURE

1. Introduction

The purpose of the grievance procedure is to make it possible for the employee who has a grievance to have such grievance heard in as simple, straightforward and uncomplicated manner as possible.

2. Definitions

a. A grievance is a complaint by the aggrieved party of an alleged violation of the terms and conditions of this agreement.

b. An aggrieved party is the Association or any individual within the collective bargaining association covered by this agreement.

c. Days are calendar days exclusive of holidays, Saturdays and Sundays.

3. Basic Principles

a. An aggrieved party shall have the right to be represented at any stage of the procedure by a person of his/her own choice. The aggrieved party shall be present at all stages of the grievance procedure, if possible.

b. Each party to a grievance shall have access at reasonable time to all written statements and records pertaining to such case.

c. All hearings shall be confidential.

d. The number of days provided for the presentation and processing of grievances at each step of the grievance procedure establishes the maximum time limits and any grievance not presented within the time limits provided at each respective step of the grievance procedure shall be deemed withdrawn.

e. Employees shall not leave their duty stations to discuss or process grievances unless they have requested and received permission to do so from the administrator in charge.

f. Each administrator shall have the responsibility to consider promptly each grievance presented to him/her and make a determination within the authority delegated to him/her within the time specified in these procedures. Failure of an administrator to respond within the appropriate time limits shall move the grievance to the next stage.

g. This procedure is not to be used to change existing laws, rules or regulations, nor is it to be used to amend the existing negotiated agreement.

4. Procedures

Step 1 - (Informal) - The grievance shall be presented orally by the aggrieved party to his/her immediate supervisor within fifteen (15) days from the date of knowledge of the cause of occurrence giving rise to the grievance. If discussion of the grievance with the immediate supervisor does not result in resolution of the grievance, then;

Step 2 - (Formal) - The aggrieved party shall submit his/her signed written grievance, using the attached grievance form (Appendix A), to the immediate supervisor within fifteen (15) days from the date of the initial discussion of the grievance. If the level of supervision described above is the Superintendent of School, Step 2 and Step 3 shall be combined. After receipt of a written grievance at this step the supervisor shall, within fifteen (15) days from the date the written grievance was received by him/her, reply in writing to the grievance. During this time the supervisor or the aggrieved party may request another meeting for the purpose of resolving the issue. If the grievance is not resolved at this stage, then:

Step 3 - The aggrieved party may, within fifteen (15) days from date of receipt of supervisor's written decision, submit his/her grievance using the prescribed grievance form to the Superintendent of Schools who, within fifteen (15) days after he/she receives the written grievance, will convene a meeting between the aggrieved party and the Superintendent for the purpose of resolving the grievance. If the grievance is not resolved as a result of this meeting, then;

Step 4 - The aggrieved party may, within fifteen (15) days from the date of receipt of the Superintendent's decision, request in writing a hearing before the Board of Education. All written statements and records of the case shall be submitted to the President of the Board of Education by the Superintendent of Schools. The Board shall hold a hearing to obtain further information regarding the case. The Board shall render a decision within fifteen (15) days after the hearing. If the grievance is not resolved at this step, then;

Step 5 - The Association may, within fifteen (15) days from the date of receipt of the Board's decision, submit the grievance to arbitration by filing a request to the American Arbitration Association.

The decision of the arbitrator will be accepted by both parties. The cost of the arbitration will be shared equally between the parties.

ARTICLE VI - ABSENCE FROM DUTY

1. Sick Leave - All employees covered under this agreement shall be granted sick leave cumulative to 210 days as outlined below.

Years in the district	Days
1-3	10
4-9	12
10 or more	15

Employees covered by this agreement shall notify their respective supervisor as early as possible prior to the date of absence.

No statements or certificates shall be required of any employee for illness except that the District may, at its discretion, require a physician's statement or other proof of illness after three (3) consecutive days of claimed illness, or in situations in which the District believes that an employee is abusing sick leave.

Employees who change positions within the District without a break in service will retain all previously accumulated leave and will continue to accumulate leave at the contractual levels.

2. Monitors may use sick and/or personal leave.

3. Personal Leave - Personal leave may be granted for personal business and essential obligations that are impossible to transact outside the normal working day. Personal leave is not to be granted the day prior to or the day after a holiday or vacation except with authorization from the Superintendent.

Requests for personal leave shall be submitted three (3) days in advance to the immediate supervisor with the reasons for the request. In case of a true emergency, the supervisor may waive the advance notice.

Employees shall be granted four (4) personal days after being employed one full calendar year. Any unused personal days will accumulate as additional sick leave, up to the maximum listed above.

Employees covered under this agreement shall be granted three (3) leave days for illness in the immediate family each year. These leave days are non-cumulative. If these days are unused, the employee may choose to have them accumulate as sick days.

The immediate family shall be defined as parents, including mother-in-law and father-in-law, brother-in-law, or sister-in-law, foster or step parents, spouse, children, son-in-law, daughter-in-law, brother or sister, grandparents and grandparents of spouse, grandchildren, or other relative who is a member of the employee's household.

4. Funeral Leave - In the event of each death in the immediate family as defined in section 3, the employee shall be excused from work at his/her request to attend the funeral and shall be paid at his/her regular rate for three (3) days provided that all of these days were regularly scheduled work days of the employee. Upon request, employees also will be granted one (1) paid day of funeral leave for the death of an aunt or uncle.

5. Jury Duty - In the event an employee is called for jury service he/she shall notify the administrator in charge as soon as possible after being notified. The employee shall be paid his/her daily wage by the District for actual work time missed as a result of jury duty.

6. Retirement - Upon retirement each employee with an accumulated employment in the district of five (5) years or more shall receive payment for one half of any unused sick leave up to the maximum of 210 days at the following rates:

Service in District	Rate per day
5-10 years	$15.00
10-15	$20.00
16 + years	$30.00

This is accumulated time on the job and not previously earned sick days before any interruption of service.

7. Union Leave – Four (4) Union business days per year, cumulative to eight (8), will be available to the Union. The President will notify the Superintendent of the persons taking such leave and the duration of the same.

8. As long as work gets done, time will be allotted for employees to attend local meetings prior to the opening of school to establish local leadership.

ARTICLE VII - VACATION

1. Twelve-month employees will be entitled to paid vacations as follows:

1 year of service	1 week vacation
2-5 years of service	2 weeks vacation
6 -11 years of service	3 weeks vacation
12 – 19 years of service	4 weeks of vacation
20+ years of service	5 weeks of vacation

Vacation is accrued on the anniversary of the employees hiring date. Years of service shall be measured from the date of hire and therefore, employees are not eligible for vacation until they have worked a full year, except for and subject to Section 3 of this Article. Employees who work less than twelve (12) months and

receive paid vacation as of June 30, 2001, will receive the same number of days they received in the past.

2 A maximum of two (2) weeks, or ten (10) working days of this vacation time may be taken during the summer months, unless special arrangements are made with the administrator in charge. The scheduling of any vacation must be approved by the immediate supervisor.

3. An employee who has completed six (6) months but less than twelve (12) months of service in the St. Regis Falls Central School District as of June 30, and has agreed to continue in employment at St. Regis Falls shall be granted two (2) days vacation to be taken between June 30 and September 1, insofar as possible, unless authorized for another time by the department head and administrator responsible for the department. If used, these days shall be deducted from the 1 week earned after 1 year of service.

ARTICLE VIII - HOLIDAYS

1. All ten (10) month employees will have the following paid holidays:

    1. Presidents' Day
    2. Memorial Day
    3. Veterans' Day
    4. Thanksgiving Day
    5. Christmas Day

2. Twelve-month employees and employees who receive paid holidays as of June 30, 2001, will have the following paid holidays:

    1. New Years Day
    2. Day before or after New Years
    3. Martin Luther King Day
    4. Presidents' Day
    5. Good Friday
    6. Memorial Day
    7. July 4th
    8. Labor Day
    9. Columbus Day
    10. Veterans' Day
    11. Thanksgiving
    12. Day after Thanksgiving
    13. Christmas
    14 Day before or after Christmas

3. If a holiday falls on a Saturday, the preceding Friday shall be celebrated as the paid holiday, and if the holiday falls on a Sunday, the following Monday shall be celebrated as the paid holiday. If a holiday falls on a day when school is in session, the employer and the association shall decide upon a compensatory day off with pay.

4. If a holiday falls during an employee's vacation period it shall not be counted as part of such vacation period.

5. No present or future employee whose work schedule is reduced shall suffer a corresponding reduction in the number of entitled holidays.

ARTICLE IX - HEALTH INSURANCE

1. For employees hired on or before June 30, 1985, the District shall pay for health insurance as follows: 100 percent for individual and family coverage for all employees. For employees hired on or before June 30, 1985, who retire after July 1, 1987, the District shall pay 100 percent of the individual and 50 percent of the dependent health insurance cost.

   For employees hired after June 30, 1985, the District shall pay 100 percent of individual and dependent coverage for employees who are regularly scheduled to work 30 hours or more per week.

   For employees hired after June 30, 1985, who regularly work 15 hours but less than 30 hours per week, the District shall pay 90 percent of the individual coverage and 75 percent of the dependent coverage.

   For employees hired after June 30, 1985, who regularly work less than 15 hours per week, the District shall not offer health insurance benefits.

   For employees hired after June 30, 1985 with 20 years of service in the District, the District shall pay 75% of the individual and 30% of the dependent coverage upon retirement.

   Health insurance benefits will be provided through the Franklin-Essex Hamilton Health Benefits Consortium as delineated in the attached Memorandum of Understanding (Appendix B). (See Appendix D for example health insurance calculations.)

2. Flexible Spending Plan: A flexible spending plan pursuant to IRS Section 125 regulations may be utilized for premium payments, dependent care and unreimbursed medical expenses. Any change in carrier will be by mutual agreement of the parties.

   Bargaining unit members who choose to participate in a dental and/or optical insurance plan at their own cost will have the premiums deducted through the flexible spending plan. Carrier for said plan(s) will be chosen by mutual agreement of the parties.

3. Health Insurance will be discussed at the end of the new contract ending on June 30, 2011.

ARTICLE X - WORK SCHEDULES

1. Personnel

Bus Drivers	Daily runs as determined by the school calendar plus any extra runs as necessary during testing periods. 3 hrs/day X 180 days - 540 hours
Cooks	Days of employment as determined by the school calendar - 6 hours per day. 6 hrs/day X 180 days - 1,080 hours
Cashier	6.25 hrs/day X 173.5 days – 1,084.4 hours
Food Service Helpers	Days of employment as determined by the school calendar Hours to be determined by the administration. 6 hrs/day X 173.5 days - 1,041 hours 4.5 hrs/day X 171 days - 769.5 hours
Monitor	Recycling, latch key, early bus, late bus, detention/in-school suspension. School calendar, hours determined by administration. Usually 180 days
Bus Attendant	School calendar, hours determined by administration. Usually 180 days
Aide	School calendar, hours determined by administration. Usually 180 days
School Nurse	School Calendar plus summer hours for physicals not to exceed 40 hours. 8 hours X 185 days - 1,480 hours
Library Clerk	School Calendar plus days during the summer to check in books, magazines, etc. Hours based on teachers' arrival and dismissal times. 7 1/3 hours X 180 days - 1,319.4 5 hours X 10 days 50.0 1,369.4 hours

All 12-month employees

To be paid for 2,080 hours per year as salary.
According to a work schedule as set by the Superintendent, of:
8 hours per day during school calendar.
7 hours per day on days school is not in session.

2. The above full-time schedules include one half (1/2) hour lunch period included in the work day except for the bus drivers.

3. All 12 month employees will work during snow days for the hours described above. If an emergency situation exists making it impossible to report to work, the employee must notify his/her immediate supervisor.

4. A committee will be established to discuss all suggested changes in non-teachers' working schedules. The District will notify the Association at least five (5) working days before making any changes to allow time for the committee to meet. The committee will consist of two (2) District Representatives and two (2) bargaining unit members. The existence of this committee shall in no way limit the District's right to make the final decision regarding work schedules.

5. When a department head or confidential/management employee is absent from work, the employee replacing him/her will receive two and ¼ dollars ($2.25) per hour over the employee's regular rate, beginning with the first hour of work.

6. When a classroom aide or monitor is asked by administration to substitute for the teacher, the rate of pay will be two ¼ dollars ($2.25) per hour more than the aide's or monitor's regular rate of pay, beginning with the first hour of work. In such cases, the District will make every effort to provide a substitute for the person who will be teaching.

7. When a food service worker is asked to substitute for a cashier, the rate of pay will be two and a ¼ dollars ($2.25) per hour more than the worker's regular rate of pay, beginning with the first hour of work.

8. When an employee is asked or assigned by administration to substitute or cover for the nurse, the rate of pay will be two and ¼ dollars ($2.25) per hour more than the employee's regular rate of pay, beginning with the first hour of work.

9. Employees who work 6.5 consecutive hours or more per day will be allowed to take a 15 minute break in the morning and a 15 minute break in the afternoon.

10. The District will provide coveralls for boiler cleaning. The District will provide each custodial staff with uniforms and two (2) sets of rain gear. The District will also provide one (1) jacket per contract year to each bus driver, one (1) apron per year to each of the kitchen staff, and foul weather gear to employees whose duties include outside work and three (3) smocks per year to Pre-Kindergarten aides.

11. Summer workers (including, but not limited to, the summer recreation program with the exception of the Summer Recreation Program Director) will be hired in the following order:

    1. Bargaining unit member incumbent
    2. Bargaining unit member meeting minimum qualifications by district seniority
    3. Non-bargaining unit member

ARTICLE XI - VACANCIES

The Superintendent will notify the President of the St. Regis Falls Non-Instructional Association of any vacancies which exist. Such notification will be made in writing as soon as the vacancy becomes available and the position will not be filled until fourteen (14) working days (defined as Monday through Friday exclusive of holidays) after the notification is received by the Association President. The notice will indicate the number of hours for the position. If the vacancy is in a position for which wages have been negotiated, said notice will also include that rate of pay. If the vacancy is a new position, the District will define the position and its duties and set the initial rate of pay. The District recognizes the Association's right to negotiate a change in the rate and retroactivity of the rate if it so desires. The most senior qualified employee who applies for the vacancy will receive the position if, in the sole discretion of the District, he/she is the most qualified applicant.

ARTICLE XII - LAYOFFS

1. If layoffs become necessary, the Superintendent will notify the Association President at least 14 days prior to the actual layoff.

2. Layoff will be according to position seniority with the most junior employee being laid off first, etc. as long as remaining employees are qualified to do the work.

3. Recall will be on the basis of position seniority and will take place in the reverse order of layoff. The most senior to be recalled first, etc.

ARTICLE XIII - EXTRA WORK

1. Extra work will be offered to employees within a position on a rotating seniority basis. Substitute work will also be offered to employees in the department for first refusal before a substitute is called in. Extra work is defined as work within an employee's job title. Mechanic work is not considered to be within a driver's job title. All hours on duty, including extra work, will count toward overtime and health insurance eligibility for all unit employees.

2. If no certified substitute is available to substitute for the teacher who has an aide, the aide should have the option of subbing for the day with the pay differential if the teacher or administrator feels the aide is competent to perform the duties of the teacher.

ARTICLE XIV - TRANSPORTATION

1. Incidental driving will be assigned by the Transportation Supervisor based on the following:

   a. All regular drivers wishing to be considered for incidental driving will sign up for such by September 15 and February 1.

   b. District shall endeavor to advise drivers of trips five (5) working days in advance, if possible. Upon notification of a bus trip, driver must immediately indicate the desire to make the run to the Transportation Supervisor.

   c. In assigning runs, the Transportation Supervisor will keep driving records and attempt to divide total annual driving time as equitably as possible.

   d. If drivers on sign up list are not available, District has the right to assign individual trip to the least senior driver. Should an emergency situation be such that the least senior driver cannot take the trip, the District has the right to assign the trip to the next least senior driver.

2. Each regular bus driver shall be responsible for keeping his/her bus refueled, swept out and clean on the inside. Each driver shall sweep his bus at least once a week and pick up the litter every day. Buses are to be washed after every run during the winter months and to be washed at least three (3) times per week otherwise.

3. Any time a driver uses a bus other than the one he/she normally drives, it will be his/her responsibility to leave that bus in as clean a condition as when he/she took it and to refuel as necessary.

4. Administration shall have fifteen (15) working days in September of each year to establish the appropriate time of the bus runs.

5. Security of a Bus

   A bus driver will receive a regular rate of pay if the security of the bus requires supervision by the driver. A potential security problem shall be decided on a case-by-case basis, either after the fact or beforehand by administration.

6. Drivers assigned to Special Education runs will have access to all relevant information from the students' Individual Education Plans (IEPs) of special needs students on their runs. Training in access to and use of computerized IEPs will be provided by the District. If such training occurs outside the drivers' regular working hours, they will be paid for the training. The confidential nature of such information is understood. The District will request input from drivers for Committee on Special Education meetings for students who are already on their runs. Whenever possible, a monitor will be assigned to Special Education bus runs. Any driver who feels it

necessary may request a monitor be assigned to a regular run that includes identified students. The District will make every effort to comply with this request.

7. The paperwork for all extra trips will list the person who is responsible to ride the bus (coach, advisor, chaperone). A driver may request additional adult supervision if he/she believes there is a need.

ARTICLE XV - RETIREMENT

1. The District will provide each non-teaching employee with a New York State Employees Retirement Plan in accordance with the provisions and regulations of the current retirement and social security laws of the State of New York.

2. The Board agrees to continue paying the premium for retired employees at the percentage rate in effect as of the date of retirement.

ARTICLE XVI - OVERTIME

For hours worked over forty (40) hours per week employees will be paid at the rate of time and one-half or be granted compensatory time at the rate of time and one-half at the employee's option. It is understood that compensatory time will be taken at a time when no replacement is needed. For employees who normally work more than eight hours per day, vacation and holiday pay will be for the normal scheduled hours (not eight hours) and will be counted toward the total hours worked per week for overtime.

ARTICLE XVII - PERSONNEL FILE

1. There shall be one official file maintained in the Central Administrative Office. Such files are not open to public inspection except as required by law.

   Employees (or their representative(s) upon written authority from the employee) shall have the right, upon request, to review and copy the contents of their personnel file in the presence of an administrator. No material will be placed in an employee's personnel file without the employee's knowledge. No materials from a personnel file will be forwarded without knowledge and consent of the employee, except initial employment materials and standard forms which apply to all employees. The employee must sign, for verification purposes only, any material of a negative or disciplinary nature to be placed in the file. Negative or disciplinary material shall be placed in the employee's personnel file within twenty-one (21) calendar days following the incident or within twenty-one (21) calendar days following the time it became known to the Chief School Administrator. New information regarding the

initial incident which is to be added to the file shall be so placed with twenty-one (21) calendar days of receipt of said information.

Employees shall have the right to respond to materials put into their file. Materials placed in a personnel file which are later found to be inaccurate will be removed.

2. If a written evaluation is conducted, it shall be conducted by an appropriate supervisor or administrator using the appropriate evaluation form. Written suggestions for improvement must be included in any negative evaluation. Any changes to the evaluation forms in use as of the effective date of this agreement will be by mutual agreement.

   If a written evaluation is to be placed in an employee's personnel file, a conference between the evaluator and the employee shall be held. The evaluation shall be signed by the evaluator and the employee and a copy given to the employee. The employee's signature merely indicates receipt of a copy of the evaluation. In no way does a signature indicate agreement or disagreement with its contents.

   The employee may attach a written answer to the evaluation. The answer shall be signed by the employee and the evaluator and shall be attached to the actual file copy.

ARTICLE XVIII - TERMINATION AND DISCIPLINE

Employees should give fourteen (14) days notice to the District when severing their employment relationship with the District. If such notice is given all earned, but unused, vacation time will be paid to the employee. An employee who has two or more years of service in the District shall not be discharged, suspended, or disciplined without just cause.

ARTICLE XIX – SALARY SCHEDULE

2008-09 School Year – Increase of $1.00 per hour

2009-10 School Year - Increase of $ .50 per hour

2010-11 School Year - Increase of $ .50 per hour

Hiring Rate:

2008-2011

Clerk	Sr. Typist	Custodian	Aide	Monitor	Library	Nurse	Driver
$8.19	$8.94	$9.44	$7.15	$7.15	$9.19	$10.69	$11.69

Food Serv.	Cashier	Cleaner	Mechanic	Stenographer	Bus Attendants	Sr. Account Clerk
$7.15	$8.19	$8.19	$9.94	$9.44	$7.44	$9.69

If a change in the management of the Business Office results in salaries that are no longer annualized, employees may opt to receive biweekly paychecks based on the projected total number of hours to be worked.

See Appendix C for hourly rates.

ARTICLE XX - DUES AND PAYROLL DEDUCTIONS

1. The Board of Education of the St. Regis Falls Central School District agrees to deduction from the salaries of its employees dues for the New York State United Teachers, American Federation of Teachers, and the St. Regis Falls Non-Teaching Employees Association as said employees individually and voluntarily authorize the Board, in writing, to deduct and to transmit the monies to the St. Regis Falls Non-Teaching Employees Association.

   The St. Regis Falls Central School District shall deduct from the wage or salary of employees in the bargaining unit who are not members of the St. Regis Falls Non-Teaching Employees Association the amount equivalent to the dues levied by the St. Regis Falls Non-Teaching Employees Association and shall transmit the sum so deducted to the Association in accordance with Chapter 677 and 678 of the Laws of 1977 of the State of New York.

   The St. Regis Falls Non-Teaching Employees Association affirms that it has adopted such procedure for refund of agency shop fee deduction as required in Section 3 of Chapter 677 and 678 of the Laws of 1977 of the State of New York. This provision for agency shop fee deduction shall continue in effect so long as the Association maintains such procedure.

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

2. The St. Regis Falls Central School District agrees to deduct from the salaries of its employees for the NYSUT Benefit Trust as said employees individually and voluntarily authorize, in writing, to deduct and transmit the monies to the NYSUT Benefit Trust.

ARTICLE XXI - MISCELLANEOUS

1. The District will provide a copy of the contract to all employees. New employees will be given a copy at the time they are hired as well as a job description for their position.

2. All agreed upon changes to the contract will be effective July 1, 2008.

3. Any required and approved training or schooling will be funded by the District to the provider. Employees will be paid at their regular hourly rate, and if applicable, mileage and meals a the District's approved rate for said training or schooling.

4. Meal allowance for employees who are on an all day trip which would include a regular dinner and/or supper hour will be reimbursed for meals according to District policy.

5. Effective July 1, 2008, the position held by Debbie LaBrake will be held in abeyance as a union position until Debbie either changes to another position or leaves the district. At that time the position will revert back to the union.

ARTICLE XXII - SICK DAY POOL

The St. Regis Falls Non-Instructional Association shall have the right to establish a sick leave pool. It is the sole responsibility of the St. Regis Falls Non-Instructional Association to organize and administer this sick day pool. The St. Regis Falls Central School District requires that all transfers of sick days must be submitted to the Business Office in writing one week prior to payday.

ARTICLE XXIII – LABOR MANAGEMENT COMMITTEE

The District and the Association agree to institute a Labor-Management Committee in order to improve communication between and make recommendations to the parties. The Committee will consist of six (6) members, three (3) representatives of the District and three (3) representatives of the Association. Representatives of each party shall be appointed solely by that party. The Committee shall meet as needed, but no more often than once per month except by mutual agreement. Any topic, including controversial issues, can be discussed. However, any recommended deletion, addition or modification of existing contractual language or practice shall be referred to the parties' Negotiations Committee for any further action or approval.

ARTICLE XXIV - DURATION

This Agreement shall be in effect from July 1, 2008 to June 30, 2011.

The parties agree that all items contained in this agreement have been discussed during the negotiations leading to this agreement, and that negotiations will not be re-opened without mutual agreement at any time on any article contained herein before the re-opening date for negotiations.

If any provisions of this agreement shall be found contrary to law, that provision shall be considered void but all other provisions shall continue in full force and effect.

Parties have set their hand and seal this 12 day of May, 2008 at St. Regis Falls Central School, St. Regis Falls, New York.

Francis C. Lavey
Non-Instructional Personnel

Chief School Officer

APPENDIX A
GRIEVANCE FORM

ST. REGIS FALLS CENTRAL SCHOOL
ST. REGIS FALLS, NEW YORK

Name of Complainant _____
Building _____ Department _____
Date of Grievance _____, 20___

DESCRIBE GRIEVANCE

_____
_____
_____
_____
_____
_____
_____
_____

REMEDY SOUGHT

_____
_____
_____
_____
_____
_____
_____
_____

Please state the Article, Section and/or Paragraph of the Agreement which is being grieved:

_____
_____
_____
_____

Employee's Signature_____
Date of Filing _____, 20 ___

APPENDIX B

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is between the employer representatives of the school districts which are members of the F-E-H Health Benefits Consortium and the local unions which are duly recognized as bargaining agents for the employees in the aforementioned member school districts, subject to ratification by the respective parties.

Districts

Franklin-Essex-Hamilton BOCES
Brushton-Moira Central
Chateaugay Central
Lake Placid Central
Malone Central
St. Regis Falls Central
Salmon River Central
Saranac Lake Central
Tupper Lake Central

Unions

Teachers:

F-E-H BOCES Teachers' Association
Brushton-Moira Teachers' Association
Chateaugay Chapter, NYSUT
Lake Placid Education Association, NYSUT
Malone Federation of Teachers
St. Regis Falls United Teachers Association
Salmon River Teachers Association
Saranac Lake Teachers' Association
Tupper Lake United Teachers

Non-Instructional:

F-E-H BOCES CSEA
Brushton-Moira Non-Teaching Association
Chateaugay Central CSEA
Lake Placid Central CSEA
Malone Central School Unit of CSEA
St. Regis Falls Non-Instructional Association
Salmon River Central Unit of CSEA
Saranac Lake Central CSEA
Tupper Lake Central CSEA

Administrators:

F-E-H BOCES Administrators' Association
Malone Central Administrators' Association
Salmon River Central Administrators & Supervisors Association
Saranac Lake Supervisory Unit

1. The parties shall establish a governance structure which provides joint and equal representation for employers and employees effective upon signing of the Memorandum of Understanding. Such joint board will be composed of nine (9) school district representatives and nine (9) bargaining unit representatives.

   The parties are currently investigating the proper legal vehicle which must be established in order to effect the intended governance structure. Once that is determined, it is the intent of the parties to take any and all necessary actions to put this joint governance structure in place. Meanwhile, a joint board will be created as defined above. Any decisions made by this joint board will come before the current Board of Directors with the understanding that said decisions shall be approved.

2. Reserves and surpluses during the initial period commencing July 1, 1996 and further referenced in item 14 will be maintained as follows:

   A. Reserves - equal to 25% of Projected Annual Claims.

   B. Unencumbered Surplus - 7% of Projected Premiums.

   The governing board of the consortium specified in item 1 above shall determine the allocation and use of funds in excess of reserves and/or unencumbered surplus amounts/percentages. It is agreed and understood that no new benefits will be added to the plan prior to July 1, 1999 except as mandated by law.

3. The Consortium will maintain annual premiums for the 1996-97, 1997-98 and 1998-99 school years as follows, (subject to per capita entitlement calculations; see item 12E).

Single Coverage	-	$2,280.
Family Coverage	-	6,012.
Single Over 65	-	444.
Family Over 65	-	852.

   These premiums cannot be changed during the aforementioned three-year period except under extraordinary circumstances to be determined by the joint governing board or as necessitated by per capita entitlement calculations.

   However, in no instance will participating districts be liable for premium increases over and above the Bureau of Labor Statistics for Northeastern United States **Medical CPI** for the latest 12 month period available as of March 1 in any given year, except as necessitated by per capita entitlement calculations.

4. The drug co-pay amounts and major medical deductible amounts will be:

A. **Drug Co-Pay** *(Preferred Choice Plan, effective January 1, 1997)*

Amounts

$3.00	- Generic
$5.00*	- Brand name, if doctor indicates "dispense as written" (DAW)
$0.00**	- Mail order

*1 If a generic equivalent does not exist, the generic co-pay will apply.

*2 At the employee's option, if doctor does not indicate DAW, then the brand name is available only upon the payment of the brand name co-pay and the difference between the cost of the brand name drug and the generic drug.

** All maintenance drugs must be obtained by mail order and must be the generic variety unless the prescribing doctor indicates DAW.

B. Major Medical Deductible *(Effective January 1, 1997)*

Amounts

$150/$450

5. The "triggering event" which would necessitate the governing board to act by March 1, 1999 effective on July 1, 1999 for the 1999-2000 school year and on March 1, for any school year thereafter would be a projected diminishment of reserves and surpluses below the agreed upon levels as specified in item 2 above determined by the Plan's Consultant and subject to independent verification should a majority vote of the governing body demand such, after a premium increase equivalent to the Bureau of Labor Statistics for Northeastern United States **Medical CPI** for the latest 12 month period available as of March 1 in any given year has been applied in any applicable plan year (school fiscal year).

6. All participating districts in the Franklin-Essex-Hamilton Health Insurance Consortium will establish a flexible spending plan pursuant to IRS Section 125 regulations which shall go into effect no later than January 1, 1997. Such plan shall be administered by a plan administrator initially agreed upon by the negotiating teams. Subsequent to adoption of such plan, the plan's operating procedures shall be determined by the governing board and any applicable IRS Regulation(s). This plan may be utilized for premium payments, dependent care, and unreimbursed medical expenses.

7. Parties ratifying this Memorandum of Understanding as outlined in item 15 hereby agree to simultaneously incorporate this Memorandum of Understanding into their respective Collective Bargaining Agreements.

8. Any "other" agreements entered into by the respective parties that are in conflict with the terms or intent of the agreement reached in this negotiation shall be amended to incorporate the terms and/or intent of said agreement as necessary and/or appropriate.

9. Any rights guaranteed to members and dependents, retirees and their dependents under the Consortium shall not be diminished or altered except as expressly stated in this Memorandum or later approved by the joint governing board.

10. Employee members of the governing board will be released from work to attend any meetings of the governing board or of its subcommittees. Meetings will be held quarterly during the school day except as otherwise agreed to by the governing board.

11. If a majority of the full governing board fails to agree on the meaning or interpretation of any of the terms of this Memorandum and/or the legal document(s) which are created to effect the joint governance structure, the issue shall be submitted to the American Arbitration Association for expedited adjudication of the dispute. The power of the arbitrator shall be limited to the resolution of the meaning and/or interpretation of specific language found in this Memorandum and/or the joint governance document(s) referenced above; and, the arbitrator shall have no power to add to, amend, or delete any of the terms of this Memorandum and/or the joint governance document(s). The decision of the arbitrator shall be final and binding on the parties to this Memorandum.

12. Dual Coverage

A. All existing contract language regarding dual coverage remains in effect through June 30, 1997. Effective with the signing of this memorandum, present employees may not change coverage without a change in marital status, gain/loss of dependents or other change in life circumstances affecting health insurance coverage.

B. Effective January 1, 1997, new hires and their spouses are restricted to one family coverage or, at their option, two individual coverages. Employee spouses choosing family coverage under this provision will both be named equally as covered employees. For actuarial purposes, claims will be aggregated according to the birthday rule and the total amount will be divided effective at the end of the school year if the spouses are employed in different school districts within the Consortium. The Consortium shall assure that claims for the employee(s), their spouses and dependents for any and all health insurance claims which would have been paid if each employee had opted for a family plan will be paid.

C. Effective July 1, 1997, all employees and their spouses are restricted to one family coverage, or at their option, two individual coverages. Employee spouses choosing family coverage under this provision will both be named equally as covered employees. For actuarial purposes, claims will be aggregated according to the birthday rule and the total amount will be divided effective at the end of the school year if the spouses are employed in different school districts within the Consortium.

The Consortium shall assure that claims for the employee(s), their spouses and dependents for any and all health insurance claims which would have been paid if each employee had opted for a family plan will be paid.

D. New premium rates will be computed effective July 1, 1997 based on the gain/loss of single and family coverage at a level necessary to generate a pool of money as if no change was made. Effective March 1, 1997 and on March 1st each year thereafter, a demographic comparison of the number of employees otherwise eligible for a second family coverage shall be performed. If the number of such employees has changed in comparison to the prior year, then the total pool of money may be increased or decreased accordingly as determined by the governing board. Any adjustment shall be reflected in the following year's premium rates. The freeze on rates for 97-98 and 98-99 does not apply to the redistribution of the total premium dollars. Effective July 1, 1997 and each year thereafter, the total pool of money shall be adjusted to reflect changes in per capita enrollment and all applicable premium increases.

It is agreed and understood that participating districts reserve the right to phase in the necessary premium adjustments over a two (2) year period as follows:

- Billed rates for 97-98 will reflect 50% of the impact of the new premiums.
- Billed rates for 98-99 will reflect 100% of the impact of the new premiums.

E. The billed rates for 98-99 form the basis upon which the analysis of the plan performance and the projection for 1999-2000 will be made. That is, the maximum increase in district cost shall include any increases resulting from per capita enrollment increases and application of the **Medical CPI** as defined elsewhere, applied to the new higher rates.

13. Contracts with proposed third party administrators and plan consultants will be bid at the conclusion of the current contracts. The contract for prescription drug coverage will be bid immediately.

14. There shall be a moratorium on negotiations for employee health insurance contributions or health insurance benefits at the individual district tables commencing upon the ratification of this Memorandum and expiring July 1, 2002. This moratorium does not extend to any other insurance benefits, such as dental, optical, life, disability, etc.

15. This Memorandum of Understanding is subject to review prior to October 1, 1996 by legal representatives of both parties. In order to participate in this Memorandum of Understanding, parties must take appropriate action prior to November 1, 1996.

FOR THE UNIONS:

CSEA:

By: _____
Charles Bird

By: _____
Mary Hanna

By: _____
Betty Domers

By: _____
Ken Lushia

NYSUT:

By: _____
Lynn Blais

By: _____
Greg Littell

By: _____
Pamela Martin

By: _____
Deborah A. Taylor, for and on behalf of the NYSUT Affiliated Unions

By: _____
Richard R. Van Wormer, for and on behalf of the NYSUT Affiliated Unions

FOR THE DISTRICTS:

By: _____
Gerald Blair

By: _____
Patrick Calnon

By: _____
David DeSantis

Exhibit D
11/15/96

APPENDIX C

Name	Title	2008-09	2009-10	2010-11
Barney, F.	Driver	14.41	14.91	15.41
Barney, F.	Mechanic	12.11	12.61	13.11
Brown, S.	Aide	8.15	8.65	9.15
Burk, H.	Aide	8.46	8.96	9.46
Bushy, V.	Driver	14.02	14.52	15.02
Chapman, S.	Library	19.03	19.53	20.03
Chesbrough, E.	Monitor/Bus Attendee	11.30	11.80	12.30
Compeau, M.	Monitor/Bus Attendee	8.76	9.26	9.76
Cox, I.	Aide	8.92	9.42	9.92
Cox, R.	Custodian	16.42	16.92	17.42
Currier, R.	Driver	14.02	14.52	15.02
Currier R.	Mechanic	10.94	11.44	11.94
Currier, S.	Bus Attendee	8.44	8.94	9.44
DeCarr, M.	Monitor/Bus Attendee	8.69	9.19	9.69
Fadden, C.	Monitor	8.68	9.18	9.68
Finnegan-Wait, P.	Aide	8.46	8.96	9.46
Fountain,C.	Stenographer	13.19	13.69	14.19
Godreau-Sexton, P.	Nurse	16.30	16.80	17.30
Goodrow, H.	Driver	19.57	20.07	20.57
LesPerance, L.	Cleaner	9.19	9.69	10.19
LesPerance, L.	Driver	12.69	13.19	13.69
Manning, N.	Monitor/Bus Attendee	8.76	9.26	9.76
Parks, N.	Clerk	15.63	16.13	16.63
Peck, C.	FS/Cashier	15.14	15.64	16.14
Potter, L.	Aide	8.71	9.21	9.71
Rivers, J.	Aide	8.69	9.19	9.69
Rottier, M.	Custodian	10.84	11.34	11.84
Servant, D.	Driver	15.18	15.68	16.18
Spaulding, T.	Aide	8.71	9.21	9.71
Tebeau, J.	Aide	8.71	9.21	9.71
Tharrett, M.	FS	10.83	11.33	11.83
Thomas, T.	Bus Attendee	8.74	9.24	9.74
Thomas, T.	Monitor	8.15	8.65	9.15
Tucker, E.	Custodian	14.17	14.67	15.17
Woodard, K	FS	8.68	9.18	9.68
Woodard, K.	Bus Attendee	8.44	8.94	9.44

After their first year, new hires will receive the same % or money increase in succeeding years of the contract.

XII C

MEMORANDUM OF AGREEMENT

BETWEEN THE
ST. REGIS FALLS CENTRAL SCHOOL DISTRICT
AND THE
ST. REGIS FALLS NON-INSTRUCTIONAL ASSOCIATION

The following constitutes all the modifications agreed by and between the St. Regis Falls Central School District and the St. Regis Falls Non-Instructional Association, to the July 1, 2008 – June 30, 2011 Collective Bargaining Agreement by and between the parties:

1) Duration to reflect one (1) year, specifically July 1, 2011 through June 30, 2012.

2) Article XIX, Salary Schedule, shall be modified to reflect the following:
   2011-2012 School Year – Increase of 1.50% of hourly rate

This agreement shall be effective as of July 1, 2011 and shall continue in full force and effect until June 30, 2012. The parties agree that all terms and conditions currently outlined in the Collective Bargaining Agreement and not changed through this Memorandum of Agreement shall remain in full force and effect and that negotiations shall not be reopened prior to the expiration of this Memorandum of Agreement except by mutual consent of both parties.

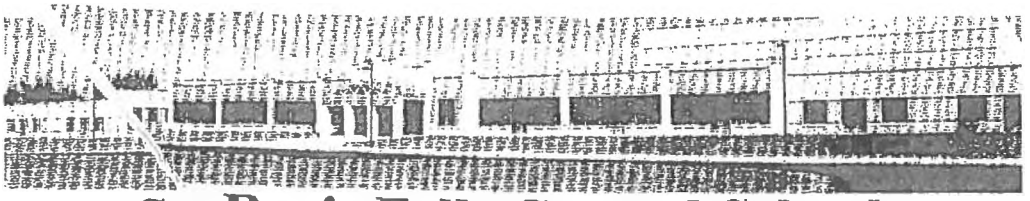
Beverly L. Quderkirk
For the District

Patricia Gideon Sexton 6/28/11
For the Association

Sherry K. Chapman 6/30/11
For the Association

July 14, 2011
Date

Date



5.1

St. Regis Falls Central School

PO Box 309, 92 North Main Street

St. Regis Falls, New York 12980

Telephone: (518)856-9421 Fax: (518)856-0142

MEMORANDUM OF UNDERSTANDING BETWEEN
SUPERINTENDENT OF SCHOOLS. PATRICIA DOVI,
& FRANK BARNEY, PRESIDENT – NON-INSTRUCTIONAL ASSOCIATION
12/15/09

Be it hereby known that Patricia Dovi, Superintendent of Schools. and Frank Barney, President of the Non-Instructional Association, enter into an Agreement where in Article X, #8, Page 9 of the current July 1, 2008 – June 30, 2011 Non-Instructional Contract resolve to enter into a Memo of Understanding:

"When an employee is asked or assigned by administration to substitute for the School Nurse, the certified rate of pay will be $88/Day, effective through June 30, 2010.

Patricia Dovi 12/15/9
Patricia Dovi
Superintendent of Schools

Frank Barney 12/15/09
Frank Barney, President
Non-Instructional Association

Patricia A. Dovi
Superintendent of Schools
(518)856-9421 (Ext. 1)

Marc R. Czadzeck
Pre-K-12 Building Principal
(518)856-9421 (Ext. 2)

Susan M. Perkins
Business Manager
(518)483-6420

Warren W. Gaggin
Director of Pupil Personnel Svcs.
(518)856-9421 (Ext. 5)

From: Patricia Dovi
To: asilver@silverattorneys.com
Date: 7/14/2009 8:10 am
Subject: Memo of Understanding

CC: patricia dovi

We need a written Memo of Understanding from your office which expunges the final sentence of the Non-Instructional Contract and adds the following to page 13 Article XIX (19):
As of July 1st of 2009 and forward all new hires will begin their pay raises on July 1st annually according to contract, regardless of their date of hire; i.e. no matter when a person is hired under this contract, they will receive a pay raise with other members of their union on July 1st annually. This puts the past practice into writing.

Working Copy

Patricia A. Dovi — Robert Currier President

PATRICIA A. DOVI, SUPT. OF SCHOOLS — ROBERT CURRIER, PRESIDENT

Deborah J. LaBrake

DEBORAH J. LABRAKE
Notary Public, State of New York
No. 4977740
Qualified in Franklin County
Commission Expires February 11, 2011