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# AGREEMENT

by and between  
the

**SHENENDEHOWA  
CENTRAL SCHOOL DISTRICT**

and the

**SHENENDEHOWA UNITED  
SUPERVISORS ASSOCIATION**

**RECEIVED**

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NYS PUBLIC EMPLOYMENT  
RELATIONS BOARD

July 1, 2006 – June 30, 2009



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## **ARTICLE I**

### **RECOGNITION**

#### **Section 101**

##### **Board Recognition**

The Board of Education of the Shenendehowa Central School District at Clifton Park recognizes the Shenendehowa United Supervisors Association for the purpose of collective negotiating pursuant to the Public Employees Fair Employment Act as the exclusive representative of a negotiating unit comprising as defined in Article IB of this contract.

#### **Section 102**

##### **Exclusive Recognition**

The Board agrees not to recognize or negotiate with any person, including any individual member of the negotiating unit, or organization other than the Shenendehowa United Supervisors Association, with regard to the salary and other terms and conditions of employment of employees, as defined in Article IB of this contract, who are employees of the Shenendehowa Central School District for the duration of this Agreement.

#### **Section 103**

##### **No Strike Clause**

The Shenendehowa United Supervisors Association affirms that it does not assert the right to strike against the School District, to assist or participate in any such strike; or to impose an obligation upon its members to conduct, assist or participate in such a strike.

#### **Section 104**

##### **Amendment**

This Agreement may not be amended, altered or modified except by the process of Memorandum of Agreement (M.O.A. see Section 102a, Definitions). The M.O.A. document will reflect a mutual understanding between the Association and the District that somehow amends, deletes or adds to the present contractual provisions and/or conditions. Such an agreement must be dually signed by the Association President and another Association officer and



the Superintendent or his/her designee. Subsequently, any such agreement must be reviewed during the next appropriate contract negotiation, and, if deemed viable and appropriate, be included within the most relevant article and section.

### **Section 105**

#### **Invalid Provisions**

If any provision of the agreement or any application of this Agreement to any employee or group of employees shall be found contrary to law, such provision or application shall not be termed valid and subsisting except to the extent permitted by law; but, thereto the provisions or applications of the agreement shall continue in full force and effect.

### **Section 106**

#### **Board Prerogatives**

All rights and prerogatives heretofore exercised by the Board with respect to all matters not specifically covered in this Agreement shall remain the rights and prerogatives of the Board.

### **Section 107**

#### **Job Classification Changes**

The Shenendehowa Central School District reserves the right to request from the Saratoga County Civil Service Commission, any change in job classifications during the term of this Agreement, and agrees to finalize such change with the Shenendehowa United Supervisors Association and to reduce the agreement to a M.O.A. prior to final implementation of such change.

### **Section 108**

#### **Membership Dues**

The School District shall deduct from the wages of employees and remit to the Shenendehowa United Supervisors Association a single amount over a period of time reflecting membership dues for those employees who signed authorization cards permitting such payroll deductions. Employees, on a fifteen (15) day notice, may withdraw such authorization. The School District shall also deduct Agency Shop Fees and remit same to the Association as provided by law.

## **Section 109**

### **Legislative Actions**

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 therefore, shall not become effective until the appropriate legislative body has given approval.

## **ARTICLE IA**

### **DEFINITIONS**

#### **Section 101a**

##### **Applicable Law**

The Public Employees Fair Employment Act, the Civil Service Law, the Education Law and other applicable laws, the rules of the Saratoga County Civil Service Commission, and the resolutions of the Shenendehowa Central School District, hereinafter known as the School District and other applicable law, rules and regulations of state and federal agencies not inconsistent with any of the aforesaid Laws shall govern the terms and provisions of this Agreement.

#### **Section 102a**

##### **Definitions**

As used in this Agreement, the following terms have their respective meanings set forth below:

- A. SCHOOL DISTRICT or EMPLOYER means the Shenendehowa Central School District at Clifton Park, New York.
- B. BOARD OF EDUCATION or BOARD means the Board of Education of the School District.
- C. ASSOCIATION or COLLECTIVE BARGAINING UNIT means the Shenendehowa United Supervisors Association.
- D. SCHOOL YEAR means the period commencing on the 1<sup>st</sup> day of July each year and ending on the 30<sup>th</sup> day of the following June.
- E. EMPLOYEE or ASSOCIATION MEMBER or MEMBER means an employee of the School District who is employed in one of the job titles represented by the Association pursuant to the terms of this contract as defined in Article IB.
- F. ASSOCIATION NEGOTIATORS means the representatives designated by the Association for the purpose of negotiating with the representatives of the School District in relation to the preparation of a contract.
- G. DISTRICT NEGOTIATORS means the representatives designated by the Superintendent of Schools for the purpose of negotiating with

the representatives of the Association in relation to the preparation of a contract.

- H. TWELVE MONTH EMPLOYEE means an employee specifically hired for the twelve (12) month period July 1<sup>st</sup>, through June 30<sup>th</sup>, of any year and works an eight (8) hour day.
- I. TEN MONTH EMPLOYEE means an employee specifically hired for the ten (10) month period September 1<sup>st</sup>, through June 30<sup>th</sup>, of any year. Such employees will follow the school calendar and work one hundred eighty (180) days or as needed by the Departmental Director. Employees will be paid for working any additional days beyond the one hundred eighty (180) days.
- J. FISCAL YEAR means the period commencing on the 1<sup>st</sup> day of July each year and ending on the 30<sup>th</sup> day of June of the next year.
- K. PART TIME EMPLOYEE means an employee who works less than twenty (20) hours per week. With the exception of the Cook/Managers, Group Leaders and Community Services Coordinator (Part-Time), such employees will not be entitled to this Agreement as outlined.
- L. FULL TIME EMPLOYEE means an employee who works twenty (20) hours or more per week. Such employees will be represented through the Agreement.
- M. M.O.A. means Memorandum of Agreement (see Article I, Section 104).

**ARTICLE IB**  
**COLLECTIVE BARGAINING UNIT**

**Section 101b**

**Exclusive Representation of Job Titles by SUSA**

The following job titles are represented by the Shenendehowa United Supervisors Association. The District agrees that the Shenendehowa United Supervisors Association shall be the sole and exclusive representative for all employees described in this Article, for the purpose of collective bargaining and grievances for the maximum period prescribed by law.

Titles have been placed in alphabetical order by School District title.

**SCHOOL DISTRICT TITLE**

**CIVIL SERVICE TITLE**

Accountant	Accountant
Building Custodial Supervisor	Custodian
Bus Dispatcher	Bus Dispatcher
Bus Maintenance Supervisor	Head Auto Repairer
Community Services Coordinator	Community Services Coordinator
Computer Services Program Asst.	Computer Services Program Asst.
Cook/Manager	Cook/Manager
Energy Management Supervisor	Energy Management Supervisor
Group Leader	Cook
Maintenance And Grounds Dept. Supervisor	Head Groundskeeper
Micro Computer Systems Coordinator	Micro Computer Systems Coordinator
Routing Specialist	Routing Specialist
Senior Audio Visual Repair Technician	Senior Audio Visual Repair Technician
Systems Analyst	Systems Analyst
Warehouse Supervisor	Inventory Control Clerk

## **Section 102b**

### **Reclassification of Job Title**

Any job title resulting from any reclassification, reorganization or other change in nomenclature for the above job titles during this Agreement should be defined for and discussed with the Association. Should the District and the Association agree that said change does not affect the requirements for membership in the Association, as defined by this contract and the constitution and by-laws of this Association, the position shall continue to be represented by the Association. This decision will be rendered in writing using the M.O.A. process.

## **Section 103b**

### **New Positions**

Should any other new position(s) or new job title(s) be created by the District and be deemed consistent with the requirements of membership as established in this Agreement and the constitution and by-laws of the Association, such position may be deemed appropriate for representation by the Shenendehowa United Supervisors Association. The position will be defined by the District and subsequently discussed with the Association. Inclusion within or exclusion from the Association will be rendered using the M.O.A. process.

**ARTICLE II**  
**MAINTENANCE OF STANDARDS**  
**AND**  
**NEGOTIATION PROCEDURES**

**Sections 201**

**Maintenance of Standards**

The terms and conditions of employment contained in this Agreement shall remain in effect until altered by mutual agreement in writing between the parties. This Agreement terminates all prior agreements or understandings and concludes all collective negotiations. Neither party shall seek to unilaterally alter the terms of this Agreement by any means but collective negotiations. The District will give written notice to the Association of changes in policy that directly impact SUSA terms and conditions of employment. The Association may negotiate the impact of such changes by giving written notice to the District within ten (10) work days of receipt of notice from the District. All previous Memorandums of Agreement (M.O.A.) have been incorporated in the appropriate Articles and Sections, pursuant to Article I, Section 104.

**Section 202**

**Negotiating Teams**

District negotiators will meet with Association negotiators for the purpose of discussing and reaching mutually satisfactory agreements. Neither party in any negotiations shall have any control over the selection of the representatives of the other party. Either party may select its representative from within or outside the District. The final Agreement shall not be executed without ratification by the members of the Association, Superintendent and the Board. Both parties mutually pledge that their representatives will have the necessary power and authority to make proposals, consider proposals and reach tentative compromises in the course of negotiations.

**Section 203**

**Meetings**

Upon request of either party for a meeting to open negotiations, a mutually acceptable meeting date shall be set not more than ten (10) work days following such request. All issues proposed for discussion shall be submitted in writing by the Association and District negotiators at the first meeting. An

additional ten (10) work day period will be provided within which either party may submit additional issues for negotiation.



**ARTICLE III**  
**GRIEVANCE PROCEDURE**

**Section 301**

**Right of Grievance**

Every employee shall have the right to present a grievance free from interference, coercion, restraint, discrimination or reprisal.

**Section 302**

**Definition of Grievance**

Grievance shall mean any claim by an employee or group of employees in the Association based upon any event or condition affecting terms and conditions of employment.

**Section 303**

**General Considerations**

An employee shall be allowed to have a representative of the Association throughout all stages of the grievance process.

**Section 304**

**Time Limits**

Since it is important to good relationships that grievances be processed as rapidly as possible, every effort will be made by all parties to expedite the process. The time limits specified for either party may be extended only by mutual written consent.

## **Section 305**

### **Grievance Procedure**

Grievances shall be handled in a formal three-step procedure.

Informal Step	Immediate Supervisor of Employee(s)
Step 1	District Office Administrator
Step 2	Superintendent of Schools or designee
Step 3	Binding Arbitration

## **Section 306**

### **Informal Step - Immediate Supervisor**

An employee or group of employees must first present the grievance, within fifteen (15) work days after the grievance arose, to the immediate supervisor. The grievance may be stated verbally or in writing. At this stage, there shall be an informal, comprehensive discussion with the employee(s) and the supervisor of such grievance. Every attempt shall be made by the employee(s) and immediate supervisor to adjust the grievance at this level. Once a discussion has occurred, the immediate supervisor shall provide a complete review and decision within five (5) work days after the grievance discussion and shall notify the Grievant(s) and Association President or designee.

## **Section 307**

### **Step 1 - District Office Administrator**

If the grievance is not adjusted at the Informal level, the employee or group of employees must take the grievance to the Chief Financial Officer, if the grievance involves a food service, facilities or operations issue; or to the Assistant Superintendent for Human Resources, in all other instances, within five (5) work days after the decision under the Informal Step procedure. The employee(s) must set forth the specific sections of the Agreement violated and the facts of the grievance fully and in writing. The statement must be signed by the employee(s) and filed with the appropriate District Office Administrator.

The District Office Administrator shall make a complete investigation of all matters relating to the grievance. All parties involved shall cooperate fully with the investigation and shall work for a satisfactory solution. The District Office Administrator's decision shall be given in writing not more than ten (10) work days from the filing of the written appeal of the grievance decision. Copies of the decision shall be given to the Grievant(s) and Association President or designee.

## **Section 308**

### **Step 2 - Superintendent or Designee**

If the grievance is not satisfactorily adjusted at Step 1, the employee or group of employees may appeal the grievance to the Superintendent of Schools or designee within five (5) work days after the decision is issued under Step 1. The statement must be signed by the employee(s) and filed with the Superintendent of Schools or designee. The Superintendent of Schools or designee shall make a complete investigation of all matters relating to the complaint. All parties involved shall cooperate fully with the investigation and shall work for a satisfactory solution. The decision of the Superintendent or designee shall be given in writing not more than ten (10) work days from the filing of the appeal of the grievance decision. Copies of the decision shall be given to the Grievant(s) and the Association President or designee.

## **Section 309**

### **Step 3 - Binding Arbitration - Interpretation of the Agreement**

If the Association is not satisfied with the decision at Step 2, and if the grievance involves a question concerning the violation, interpretation or application of the Agreement, the Association may file a further appeal in writing with the Superintendent of Schools within fifteen (15) work days after receiving the decision at Step 2, indicating their election to submit the grievance to arbitration in accordance with the rules of the New York State Public Employment Relations Board (PERB). ([www.perb.state.ny.us](http://www.perb.state.ny.us))

- A. The parties shall mutually select an arbitrator pursuant to the rules of PERB. The arbitrator will hold hearings promptly at the Shenendehowa Central School District or at some other mutually acceptable place and will issue a decision not later than twenty (20) calendar days from the date of the close of the hearings and all briefs and proofs are submitted.
- B. The decision of the arbitrator will be in writing and will set forth findings of fact, reasoning and conclusions on the issues submitted. The arbitrator will be without power or authority to add to, subtract from or modify the Agreement and shall confine the decision solely to the application and interpretation of this Agreement.
- C. The arbitrator's decision shall be final and binding upon the parties, subject only to appeal in accordance with the terms of Civil Practice Law and Rules Sections 7510 and 7511.

([law.onecle.com/new-york/civil-practice-law-and-rules/index.html](http://law.onecle.com/new-york/civil-practice-law-and-rules/index.html))

- D. The cost of the arbitrator's services and actual and necessary travel and expenses will be borne equally by the School District and the Association.
- E. Awards may not be retroactive beyond the date the grievance was filed, or beyond the date the employee became or should have become aware of the grievance, except when the grievance involves cash pay earned but not received.

## **ARTICLE IV**

### **COUNSELING AND DISCIPLINARY PROCEDURES**

The District and the Association agree employee counseling is the best method of modifying employee behavior on the job and agree to use employee counseling when use of the progressive discipline procedures in Section 403 are not deemed necessary. The parties jointly recognize Article IV provides alternatives to discipline procedures which may be used in lieu of Section 75 and 76 of the Civil Service Law. (<http://public.leginfo.state.ny.us>)

#### **Section 401**

##### **Employee Rights**

A. Any employee subject to disciplinary action shall have the right to Association representation.

B. Employees shall have the right to review any written statement contained in the official personnel file. Pre-employment reference materials shall be excluded from review by the employee unless the employee obtains a written release from the author.

- 1) There shall be only one (1) official personnel file for each employee, such file housed in the Office of Human Resources.
- 2) Supervisors may maintain notes regarding an employee in a separate file; however, nothing contained in said file shall be considered part of his/her official personnel file of the employee unless it also appears in the official file pursuant to the rights of employees contained in this Section.
- 3) No material shall be placed in an employee's official personnel file unless the employee has had the opportunity to review the material. The employee shall acknowledge the opportunity to review such material by affixing his/her signature to the copy to be filed. Signing of this copy shall not be interpreted as having agreed to the accuracy or conclusions of the contents.
- 4) The employee shall have the right to submit a written answer to any document contained in his/her official personnel file. Any such answer shall be maintained in the official personnel file.

## **Section 402**

### **Employee Counseling**

Counseling is an effort on the part of a supervisor to provide an employee feedback regarding on-the-job activity. It is meant to be a positive communication device, clarifying what has occurred and what is expected. Counseling is not disciplinary and should identify constructive goals, such as assisting in employee development or modifying behavior.

- A. Counseling shall be conducted in private. The employee or the supervisor may request an Association representative be present during a counseling session as an observer. The supervisor may also request to have an observer present during any counseling session.
- B. A counseling session may be followed by a confirming memorandum issued to the employee at the discretion of the supervisor. Not all counseling requires the issuance of a memo, just as all incidents do not require counseling. If the supervisor decides a confirming memorandum is to be issued to an employee, it shall accurately describe the discussion and clearly establish expectations for the future.
- C. A copy of the counseling memorandum shall be placed in the employee's official personnel file pursuant to the provisions of Section 401, B.
- D. Counseling memoranda in the employee's official personnel file shall be maintained for twenty-four (24) months from the date they are issued by the supervisor. After that period of time, such counseling memoranda shall be deemed removed from the personnel file. Upon written request and sufficient reason given, such counseling memoranda may be removed from the employee's file upon the decision of the Assistant Superintendent for Human Resources.

## **Section 403**

### **Progressive Discipline**

The following procedure may be used to provide progressively stronger discipline and shall be administered in a fair and equitable manner. Progressive disciplinary procedures may be used when attempts to improve employee job performance or behavior through counseling prove to be unsuccessful or where an employee engages in serious acts of incompetence or misconduct.

- A. Except as set forth below, the first formal disciplinary step shall be a written warning from an employee's supervisor describing the specific deficiencies and the steps necessary to return to a satisfactory level of performance. A copy of the written warning shall be placed in the employee's official personnel file.
- B. After the employee receives two (2) written warnings during an eighteen (18) month period, the employee may be subject to additional penalties depending on the nature of the offense, which may include: (1) reduction in salary step; (2) monetary fines; (3) suspension without pay, for up to a maximum of three (3) days.
- C. Additional written warnings within eighteen (18) months of a related disciplinary action may result in further disciplinary action, including suspension without pay, or discharge.
- D. Suspension without pay, or discharge may only be invoked with less than two (2) written warnings where the employee's conduct at work or on the job creates a clear danger to the health, safety or welfare of staff, students and/or the general public or to property or is deemed to be an act of gross insubordination or misconduct. A positive result in any drug or alcohol test that is legally required while at work shall be considered such a danger to health, safety or welfare of staff, students and/or the general public or to property.
- E. Suspension without pay in excess of three (3) days or discharge may be imposed by the decision of the Assistant Superintendent of Human Resources, subject to arbitral review.
  - 1) The Assistant Superintendent for Human Resources shall notify the employee and Association President, in writing, of the reason for the determination to suspend without pay for more than three (3) days or to discharge. Such reason shall set forth the facts or incident that led to such determination in a manner

sufficient to provide notice to the employee and Association President.

- 2) The burden of proving the facts upon which the determination is based and of proving the appropriateness of the penalty shall be on the District.
- 3) The arbitrator shall review the penalty and determine whether the District had a sufficient basis for its determination and sustained its burden of proof, and shall consider whether the penalty should be sustained or modified.
- 4) The arbitrator may determine that an employee is not subject to a penalty, or may receive a formal letter of reprimand, a fine or restitution, a suspension without pay, demotion, termination or any combination of these penalties.

#### **Section 404**

##### **Statute of Limitations**

An Association member shall not be disciplined for any work-related acts which occurred more than eighteen (18) months prior to the onset of disciplinary procedures.

#### **Section 405**

##### **Due Process**

A. Investigation into alleged employee incompetency, insubordination or misconduct shall be undertaken promptly and confidentially. All parties involved in the alleged complaint will cooperate fully with the District to resolve the matter as quickly as possible.

- 1) The President of the Association shall be notified of a complaint as soon as the investigation begins and shall be kept apprised of the results.
- 2) The employee shall be notified of the complaint only if the complaint appears to be founded after initial investigation.
- 3) The employee shall have the right to have an Association representative present when questioned concerning his/her alleged acts of misconduct, incompetency or insubordination.



B. All competitive class employees subject to discipline pursuant to Section 403 may prosecute a grievance concerning discipline.

C. All non-competitive or labor class employees must have a minimum of three (3) years of consecutive service with the District in order to prosecute a grievance concerning discipline pursuant to Section 403.

## **ARTICLE V**

### **RIGHTS OF THE ASSOCIATION WITH RESPECT TO INFORMATION AND USE OF SCHOOL FACILITIES BY THE ASSOCIATION**

#### **Section 501**

##### **Association Meetings**

The Association shall have the right to schedule Association meetings in the school buildings before or after school provided such meetings are scheduled one (1) week in advance. When the Association deems it necessary to hold a meeting to attend to urgent business, the "one week notice" requirement shall be waived provided the facilities requested are available.

#### **Section 502**

##### **Association Notices**

The Association shall have the right to post notices of its activities and matters of Association concern on designated bulletin boards or through e-mail.

#### **Section 503**

##### **Board Meeting Agenda**

The Superintendent shall furnish the Association President with a copy of the agenda for public board meetings where such agendas are available for distribution prior to the meeting date.

#### **Section 504**

##### **Public Records**

The School District shall provide, free of charge, a copy of public records and information necessary for negotiations and for the processing of grievances.

**ARTICLE VI**  
**GENERAL WORKING CONDITIONS**

**Section 601**

**Work Day**

The normal work day shall be defined, as follows: eight (8) work hours daily, plus one-half (1/2) hour for lunch; or six (6) work hours daily, plus one-half (1/2) hour for lunch.

**Section 602**

**Coffee Break**

One fifteen (15) minute coffee break will be available for every four (4) hours worked.

**Section 603**

**Work Week**

The normal workweek shall be Monday through Friday. However, the School District reserves to itself the right to have a work week that will start other than on Monday and end other than on Friday. In such event, the District will consult with the employee involved and, if they wish, a representative of the Association, and endeavor to work out a mutually satisfactory schedule.

**Section 604**

**Overtime**

Only authorized work, as directed by the School District, in excess of a forty (40) hour work week shall be paid at the rate of one and one-half (1½) times the employee's regular hourly rate. The regular hourly rate for a twelve month employee shall be established by dividing the Association member's annual wages by two thousand eighty (2080) hours, equivalent to a forty (40) hour work week, multiplied by fifty-two (52) weeks per year.

## **Section 605**

### **Leave & Overtime**

In computation of the forty (40) hour regular work week for overtime pay purposes, all leave shall be counted as a day of work.

## **Section 606**

### **Holiday Pay**

Work required by the District to be performed on Thanksgiving Day, Christmas Day or New Year's Day shall be paid at two (2) times the employee's regular rate of pay in addition to the employee's regular compensation for working his/her full shift on that day. All work performed on any of the other paid holidays, as defined in Article VIII, Sections 801 and 802, shall be paid at the rate of one and one-half (1½) times the employee's regular rate of pay in addition to the employee's regular rate of compensation for working his/her full shift on that day.

## **Section 607**

### **Call Ins**

In the event any Association member is contacted to handle any job related issue while off duty, including while on leave, the affected Association member will be paid overtime, as follows:

- A. If the Association member is required to return to work he/she shall be entitled to a minimum of two (2) hours overtime pay.
- B. Should the Association member complete the task and not wish to remain on site for the full two (2) hours, he/she may elect to be paid for his/her actual time spent, including one (1) way travel time to work (maximum of thirty (30) minutes travel time).
- C. Association members who are not required to be on school property in order to perform their duties (i.e.: directing the work of others or telecommuting) shall be paid for their actual time spent, or a minimum of thirty (30) minutes of overtime pay, subject to the supervisor's prior approval of such overtime accrued off site.

## **Section 608**

### **Evaluations**

Annual evaluation and review of standards of performance will be held between each Association member and his/her supervisor prior to July 1<sup>st</sup>, of each year.

## **Section 609**

### **Attorney's Fees Arising Out of Disciplinary Action Education Law 3028**

Pursuant to Section 3028 (the text of which is attached as Appendix A) of the Education Law, the School District shall provide an attorney and pay such attorney fees and expenses necessarily incurred in the defense of an employee in any civil or criminal action or proceedings out of disciplinary action taken against any pupil of the District while in the discharge of his/her duties within the scope of employment, provided such employee complies with such provisions of the Education Law, including timely notice to the District of any actions or proceeding.

## **Section 610**

### **Save Harmless Education Law 3023**

Pursuant to Section 3023 (the text of which is attached as Appendix B) of the Education Law, the School District agrees to save harmless and protect all members of the Association from all loss arising from any claim, demand, suit or judgment by reason of alleged negligence or other act resulting in accidental bodily injury to any person within or without the School District property, provided such Association member at the time of the accident or injury was acting in the discharge of his/her duties within the scope of his/her employment.

## **Section 611**

### **Attorney for Criminal Actions**

In addition to the above section, the School District shall provide an attorney and pay such attorney fees and expenses necessarily incurred in the defense of any Association member in any civil or criminal action or proceeding arising out of any action taken by an Association member while in the discharge of duties within the scope of his/her employment, provided he/she complies with all laws and School District policies and procedures.

## **Section 612**

### **Community Services Coordinator (Part-Time)**

- A. An individual holding the title of Community Services Coordinator (Part-Time) shall be paid a salary based upon a negotiated hourly rate, multiplied by four (4) hours of work per day, multiplied by one hundred ninety (190) work days.
- B. Hours worked during the months of July and August by the individual holding the title of Community Services Coordinator (Part-Time) shall be paid pursuant to the negotiated hourly rate. Such work hours in July and August shall be capped at a maximum of forty (40).

## **ARTICLE VII**

### **SPECIAL WORKING CONDITIONS, SENIORITY AND VACANCIES**

#### **Section 701**

##### **Seniority Calculation**

The seniority of an Association member shall commence on the day such employee receives a probationary or provisional appointment by the Board of Education for such position by the School District.

#### **Section 702**

##### **Job Postings**

A. The District shall post notices of openings in regard to Association job titles at the appropriate worksites with copies to the Association President. Such notice shall contain the range of candidates to be considered (Association members only vs. Association and non-Association candidates), a summary of the duties of the position and the minimum qualifications established by the District.

B. If a vacancy should occur, then the District in making such appointment shall, if all finalists are relatively equally qualified for the position regarding attendance, relevant work experience, prior performance, education and training, and all finalists are Association members, consider seniority as the primary basis in filling such vacancy.

C. Should any of the finalists for an open position not be a member of the Association, seniority shall in no way be considered as a factor in filling such vacancy.

D. Nothing shall prevent the District from advertising for an open non-competitive position, or contacting the Civil Service Commission for a list of eligible candidates to be considered for an open competitive position, as long as such is noted on the posting defining the range of candidates to be considered.

#### **Section 703a**

##### **Clothing Allowance**

A. The District shall provide each full-time, twelve (12) month member of the Association an allowance of five hundred dollars (\$500) for clothing or other

approved purposes as described below. Part-time Association members other than food service shall be eligible for a reduced allowance which shall be prorated based upon the member's annual hours of work compared to work hours of a full-time, twelve (12) month Association member (two thousand eighty (2080) hours annually).

B. For Association members who wear a District-approved uniform at work on a daily basis, reimbursement shall be made provided the uniform has a Shenendehowa logo and is suitable to both parties. For Association members who do not wear a District approved uniform, the allowance may be used to reimburse the member for replacement of personal clothing damaged in the line of duty where such damage is not the result of normal wear and tear or employee carelessness.

C. The Fleet Maintenance Supervisor's allowance shall be one hundred fifty dollars (\$150) per year in addition to the uniform service which shall continue to be supplied by the District at no cost.

D. Association members may elect to use their allowance for reimbursement of out-of-district travel expenses and registration fees for conferences directly related to the Association member's position. All such allocations shall be approved, in advance, by the immediate supervisor of the Association member. Association members may elect to use their allowance for any combination of approved purposes as described in this Section.

### **Section 703b**

#### **Clothing Allowance for Food Service Members**

Food service members will receive sixty dollars (\$60) for shoes and the District will provide aprons and visors at no cost to the members.

### **Section 703c**

#### **Tuition Reimbursement**

Association members may elect to spend any portion of their clothing allowance of up to five hundred dollars (\$500) per year for twelve month employees for tuition reimbursement. The employee must have such courses approved in advance. Such courses of study or training must be directly related to the person's position, or for their professional growth. In order to receive reimbursement for tuition for approved courses the individual must complete the course with a satisfactory grade (C or higher). This program will be administered by the immediate supervisor of such employees.



### **Section 703d**

#### **Tuition Reimbursement for Food Service Members**

Food service members shall be entitled to one hundred percent (100%) tuition reimbursement. The employee must have such courses approved in advance. Such courses of study or training must be directly related to the person's position, or for their professional growth. In order to receive reimbursement for tuition for approved courses the individual must complete the course with a satisfactory grade (C or higher). This program will be administered by the immediate supervisor of such employees.

### **Section 704**

#### **Tenure**

The School District will not abridge the tenure rights to which any employee is entitled under Civil Service Law (Article IV - Personal Changes; Title B - Removal and Other Disciplinary Proceedings - Section 75) and applicable rules and regulations. (i.e. New York Codes, Rules and Regulations, removal or disciplinary action in the unified court system (22 NYCRR 25.32))

### **Section 705**

#### **Prescription Safety Glasses**

The District shall annually reimburse each Association member for purchase of one pair of prescription safety work glasses with polycarbonate lenses, with maximum annual reimbursement being the amount of three hundred twenty five dollars (\$325). These glasses shall be worn while employees are performing job-related tasks. Reimbursement shall not be approved for contact lenses or non-prescription reading glasses. Trifocal or other multi-focus lenses shall be reimbursed only upon proof of a medical necessity to comply with the Americans with Disabilities Act.

## **ARTICLE VIII**

### **HOLIDAYS, VACATION AND LEAVES**

#### **Section 801**

##### **Holidays**

All twelve (12) month Association members shall be entitled to the following twelve (12) paid holidays during the term of this contract, provided school is not in session:

Independence Day  
Labor Day  
Columbus Day  
Veterans Day  
Thanksgiving Day  
Friday following Thanksgiving Day  
Christmas Day  
New Year's Day  
Martin Luther King's Birthday  
Lincoln or Washington's Birthday  
Good Friday  
Memorial Day

#### **Section 802**

##### **Additional Holidays**

All twelve (12) month full-time Association members shall be entitled to three (3) additional holidays to be determined.

#### **Section 803**

##### **Vacation and Holiday Conflict**

In the event that a paid holiday falls within an Association member's scheduled vacation, he/she will be allowed an additional day of vacation or the equivalent in pay at the District's option.

## **Section 804**

### **Total Leave Allotment (Twelve and Ten Month Employees)**

All twelve (12) month full-time employees shall be entitled to nineteen (19) leave days per year. All such days may be used for leave for personal illness.

All ten (10) month employees are entitled to sixteen (16) leave days per year. All such days may be used for leave for personal illness.

Any new employee will receive benefits prorated per month until the next July 1. The benefits will start on the effective date of Board of Education appointment. Thereafter, the accrual will be earned on July 1<sup>st</sup>. Employees with an effective appointment date after the 15<sup>th</sup> of any month shall not receive credit for that month.

## **Section 805**

### **Personal Business Leave**

Personal business leave is an entitlement that is included within the nineteen (19) days of total leave for twelve month employees, and within the sixteen (16) total leave days for ten month employees.

Twelve (12) month full time employees may use a maximum of four (4) of the entitled nineteen (19) total leave days for personal business.

Ten (10) month employees may use a maximum of three (3) of the entitled sixteen (16) total leave days for personal business.

## **Section 806**

### **Family Illness Leaves**

Family Illness leave is an entitlement that is included within the nineteen (19) days of total leave for twelve month employees, and within the sixteen (16) total leave days for ten month employees.

Both twelve (12) and ten (10) month employees may use a maximum of three (3) of their entitled total leave days for family illness.

Family Illness leave days may also be applied in the case of the death of a family member who is not defined as an immediate family member. (see Section 809 Bereavement Leave) Such use is subject to the three (3) day maximum use in this section.

## **Section 807**

### **Leave Accumulation**

For twelve (12) month employees all unused leave days may be accumulated to a maximum of two hundred forty (240) days. Leave days shall be credited as of July 1<sup>st</sup> of each year.

For ten (10) month employees all unused leave days may be accumulated as sick leave to a maximum of two hundred (200) days. Leave days shall be credited as of the first work day of each year beginning September 1<sup>st</sup>.

## **Section 808**

### **Extended Medical Leave**

In the event an Association member is absent for more than three (3) consecutive sick days during the school year, he/she may be required to provide the District with a doctor's statement as to the nature of the illness and indicating that the employee is able to return to work and perform the essential functions of his/her job.

## **Section 809**

### **Bereavement Leave**

In addition to sick leave, all employees shall have available to them four (4) days of paid leave to be used in the event of any death in the immediate family or a close relative. These days are available for each such death and will not accumulate. For purposes of bereavement leave, immediate family or a close relative means: spouse, children, parents, brother, sister, grandparents, mother-in-law, father-in-law, son-in-law, and daughter-in-law, or any other individual at the discretion of the employee's immediate supervisor.

## **Section 810**

### **Retirement Payment**

An employee eligible to retire under the rules and regulations of the New York State Employees Retirement System will be entitled to the retirement payment of sixty (60) days at per diem rate, if the employee retires in accordance with the applicable rules and regulations of the New York State Employees Retirement System.

Employee would be paid regardless of days available and without regard to Section 41j of the New York State Employees Retirement System.

### **Section 811**

#### **Legal Obligation Leave**

In addition to the leave provisions set forth above, Association members will be entitled to leave for time necessary for appearance in any legal proceeding connected with the performance of jury duty, or because the individual has been subpoenaed in a legal matter in which they are not personally involved. There will be no loss in pay or reduction in accrued leave. An employee taking such leave shall reimburse the School District for any fees received as a juror or witness.

### **Section 812**

#### **Emergency Services Leave**

For those individuals who have been identified and verified as emergency services personnel (volunteers), there may be occasions when such individuals are called upon and must respond to duty. These employees and their immediate supervisors must define duty response parameters in advance. Such parameters must be approved and held on record in the Office of Human Resources. Either the emergency services volunteer, or the supervisor may request a review of the duty response parameters by the Assistant Superintendent for Human Resources.

With emergency duty response parameters in place, no emergency services volunteer should have salary or benefits affected by any period of time during which said individual is engaged in emergency service. The amount of time spent at said duty shall not be counted when determining overtime pay.

However, by decision of the immediate supervisor, the employee may be required to return to work to accomplish or finish an assignment deemed to be of an essential or emergency nature.

Should a call to duty occur, the employee must notify the appropriate supervisor, or in the event the supervisor can not be reached, the Office of Human Resources. Upon the return to work, the employee should provide written confirmation for the appropriate emergency service verifying an emergency duty need was enacted and subsequently performed.

### **Section 813**

#### **Vacation**

Twelve (12) month full-time employees who are employed less than a full twelve months in their first year shall receive ten (10) days vacation prorated for the number of full months worked for the first year only. Employees with a first work date before and including the 15<sup>th</sup> day of the month shall receive vacation credits for the full month. Employees with a first work date on or after the 16<sup>th</sup> of any month shall not receive vacation credit for such month. Vacations shall be prorated for the first and last year. Vacation shall be credited in July for the amount due from the previous school year, based on the following table:

After the 1 <sup>st</sup> and through the 3 <sup>rd</sup> years	10 days
Beginning the 4 <sup>th</sup> and through the 6 <sup>th</sup> years	15 days
Beginning the 7 <sup>th</sup> year and above	20 days

<b>Date Hired</b>	<b># of Days Received 07/01/06</b>	<b># of Days Received 07/01/07</b>	<b># of Days Received 07/01/08</b>
Prior to 6/30/2000	20	20	20
7/1/2000 - 6/30/2001	15	20	20
7/1/2001 - 6/30/2002	15	15	20
7/1/2002 - 6/30/2003	15	15	15
7/1/2003 - 6/30/2004	10	15	15
7/1/2004 - 6/30/2005	10	10	15
7/1/2005 - 6/30/2006	Pro-Rated	10	10
7/1/2006 - 6/30/2007	0	Pro-Rated	10
7/1/2007 - 6/30/2008	0	0	Pro-Rated

### **Section 813a**

#### **Summer Vacation Requests**

A. Association members may not use vacation days the last two (2) full weeks prior to the opening day of school. In extraordinary and unusual circumstances, the Association member should discuss the need for vacation time during the last two (2) full weeks prior to the opening day of school with his/her immediate supervisor who will discuss the request with the Assistant Superintendent for Human Resources. A determination would then be made as to vacation time that may be applicable.

B. Association members shall notify their immediate supervisor, in writing, on or before June 1<sup>st</sup> of their intent to take vacation leave from August 1<sup>st</sup> through the date prior to the last two (2) full weeks before the opening day of school.

#### **Section 814**

##### **Vacation Accrual**

In the event that the vacation allowance for a given year is not entirely used within that year, it may be reserved for use in the following year. Vacation credits may be accumulated to a maximum of thirty (30) days. Requests for permission to carry over vacation must also be filed with the employee's immediate supervisor. Accrued vacation of more than thirty (30) days must be used by December 1<sup>st</sup> of the second year or it will be lost. This provision applies to twelve (12) month employees.

#### **Section 815**

##### **Unused Vacation**

An Association member may accumulate a maximum of thirty (30) vacation days over a two (2) year period. If on December 1<sup>st</sup> of the second year, he/she has unused vacation time that will be lost, the Association member can apply for payment of the lost time up to a maximum of five (5) days.

#### **Section 816**

##### **Unused Vacation Payment to Retirees**

Any Association member who is retiring may apply for payment for a maximum of fifty (50) days of unused vacation leave.

#### **Section 817**

##### **Child Rearing Leave**

An Association member will be granted child-rearing leave upon written application. Such leave may commence before an adoption and may continue for a period not to exceed two (2) consecutive years immediately following the birth or adoption of the child.

## **Section 818**

### **Child Rearing Accruals**

A child rearing leave shall be an interruption of the probationary period and not in lieu of service in meeting the requirements for serving a probationary period. Advancement on any salary schedule shall not be based on time accrued during child rearing leave.

## **Section 819**

### **Leave Accumulation**

Association members shall not accumulate leave or other benefits except as provided by law. When the employee returns to work at the conclusion of said leave all previously accrued benefits and leave will be credited to the employee.

## **Section 820**

### **Childbearing Sick Leave**

The School District shall permit Association members to use sick leave benefits for any period of actual disability that may be associated with pregnancy and/or childbirth. In such event, an Association member shall be required to submit a certification of the period of disability from the attending physician.

## **Section 821**

### **Child Rearing Sick Leave Exclusion**

Other than the period of actual disability that may be associated with pregnancy and/or childbirth, child rearing leave shall not be construed as sick leave and no remuneration shall accompany said leave.

## **Section 822**

### **Child Rearing Health Benefits Continuation**

Association members on child rearing leave shall be permitted to continue under their health insurance plan. Association members who elect to continue health insurance coverage during said leave shall be responsible for payment of one hundred percent (100%) of the insurance premium during the period of said leave, subject to the provisions of the Family Medical Leave Act.



### **Section 823**

#### **Other Leaves**

Leaves not to exceed twenty (20) working days may be granted by the immediate supervisor with the approval of the Assistant Superintendent of Human Resources. Extension of said leave must be approved by the Board of Education in accordance with the guidelines set forth in Board policy.

**ARTICLE IX**  
**PENSIONS AND INSURANCE**

**Section 901a**

**Medical Health Insurance**

The District shall provide each Association member with health insurance, prescription drug coverage and dental insurance.

**HEALTH INSURANCE**

Effective on the first day of the month following the ratification of the Memorandum of Understanding between the District and the Association dated the 24<sup>th</sup> day of January, 2007, the District share of health insurance and prescription drug coverage for Association members will be, as follows:

A.

<b>2006-2007</b>	Ninety-one percent (91%)
<b>2007-2008</b>	Ninety percent (90%)
<b>2008-2009</b>	Eighty-nine percent (89%)

B. For Association members hired after the ratification of the aforesaid Memorandum of Understanding by both parties, District share of health insurance cost will be as follows:

Individual coverage	eighty-nine percent (89%)
two-person / family coverage	eighty-five percent (85%)

C. The co-payment amounts for all health insurance programs offered by the District shall be fifteen dollars (\$15). The major medical deductibles for the Blue Cross Health Insurance Program shall be \$200/\$400. The lifetime maximum coverage under the Blue Cross program shall be an unlimited amount.

D. Employee contributions for the cost of premiums for dental insurance offered by the district shall be fifty-two percent (52%) of said premiums.

E. A mental health rider is included with Capital District Physician's Health Plan (CDPHP).

F. Co-pay amounts for prescription drug plans shall be five dollars (\$5.00) for generic drugs and ten dollars (\$10.00) for named brands and arrangements will be made to enable employees to order prescription drugs by mail to provide additional savings.

G. Part-time Association members who elect to receive health insurance benefits shall contribute toward the payment of health insurance premiums. The District shall pay a percentage of the health insurance premium benefit received by full time employees as follows:

Other Health F.T.E.	Blue Cross	Insurance Options
.00 to .24	25%	35%
.25 to .49	50%	60%
.50 to .74	75%	85%
.75 to .99	100%	100%

H. Association members who retire during the period of this Agreement and who select the Mohawk Valley Physician's (MVP) Health Care medical insurance program for two-person or family coverage shall receive such medical coverage with the District contributing fifty percent (50%) of the two-person premium rate toward the payment of such medical insurance coverage.

I. The District's voluntary premium conversion plan meeting the requirements of the applicable sections of the Internal Revenue Code and related regulations in order that contributions made by SUSA members toward medical insurance (including health, prescription drug, and dental) premiums may be made through such a plan. For those individuals choosing to participate in the voluntary premium conversion plan, the premium will be deducted from pre-tax earnings; and, therefore, their net contributions to the plan will be less than the seven percent (7%) for health and prescription health insurance and fifty-two percent (52%) for dental insurance set forth in paragraphs A and B above. In the event that Federal law is changed to no longer allow a premium conversion plan, the provision of this agreement related to this program shall cease to have any force or effect, and the District will provide ninety-five (95%) of the cost of health and drug insurance coverage and sixty percent (60%) of dental coverage.

J. The District's flexible benefits plan, subject to federal law, will provide Association members with additional tax savings options. Such benefits will include, but not be limited to, day care costs.

K. An Association member may choose to participate in any health plan in which the District and the Association agree to participate.

## **HEALTH INSURANCE BUY-OUT**

A. An employee who was enrolled in the District's health insurance plan on June 1, 2002, and continued that enrollment through the date this Agreement is signed, and who has proof of alternate health insurance coverage, shall have the option of withdrawing from the District's health insurance plan or electing a different coverage option. Such employee shall execute any and all documents necessary to effect such withdrawal or change of coverage of option. In the event of such withdrawal or change of coverage option, the District shall pay to such employee, annually within thirty (30) days following the next December 31<sup>st</sup>, the following sums, based upon the benefits the employee received as of such June 30, 2002.

<u>Coverage Change</u>	<u>Amount</u>
Family or two-person coverage to no coverage	\$ 1,500
Family or two-person coverage to Individual coverage	\$ 1,250
Individual coverage to no coverage	\$ 1,000

B. In the event an employee who has elected withdrawal or selected a different coverage option leaves District employment or re-enters the plan following a qualifying event before the end of the year, the District will pay, within thirty (30) days following December 31, a pro-rata portion of the amount specified in Paragraph A of this section.

C. In case of such withdrawal or change of option, the District shall no longer be required to contribute towards the cost of such insurance for the balance of the year or, in the case of a change in coverage option, to pay the amount required for the original option the employee had selected.

D. An employee, having withdrawn or declined coverage, may rejoin the plan if he or she is no longer to be covered by such alternate health insurance coverage in accordance with the rules, regulations and procedures of the District's insurance carriers. Such conditions now include the death of a spouse or some other qualifying event.

### **Section 901b**

#### **Medical Health Insurance for Retirees**

The School District will pay seventy-five percent (75%) of the cost of an individual health insurance and prescription drug plan for an Association member who retires on or after July 1, 1988. The retiree may elect to apply the District contribution to the cost of spousal or family coverage. Should the retired employee predecease his/her spouse, the survivor would be entitled to the same

percentage of coverage enjoyed by the employee at time of death, unless the surviving spouse is already covered under other employment at equal or better coverage. The surviving spouse is entitled to single coverage only. To be eligible for this benefit, however, the employee must have a minimum of ten (10) years as an Association member or a combination of fifteen (15) years as a District employee of which at least are five (5) years as an Association member.

## **Section 902**

### **Retirement Benefits**

The School District will provide retirement benefits to its employees in accordance with Section 41j, Section 60b and Section 75i of the New York State Retirement System.

## **Section 903**

### **Compensation Benefits**

In the case of injury on the job where the employee is eligible for compensation insurance:

- A. The School District will pay full regular salary for the period of disability to the extent of the accumulated sick leave of the injured employee.
- B. Worker's compensation benefits will be payable to the School District while the injured employee receives his/her regular pay.
- C. The injured employee's sick leave will be reinstated based upon the ratio of the worker's compensation payments to the employee's total regular salary paid during the period of loss time due to such injury.

## **Section 904a**

### **Life Insurance**

The School District will provide each Association member with a fully paid life insurance policy.

- A. The Board will provide each employee with a fully paid group term life insurance policy equivalent to five (5) year's current annual salary with a cap of three hundred fifty thousand dollars (\$350,000).

- B. The policy for each employee will include a rider to provide for double indemnity in the event of accidental death.
- C. This term policy may be continued by the employee upon retirement, providing the retiree makes payment to the District based on the District's premium costs. The retiree may exercise any negotiated conversion option available to him/her at the time of retirement. Each member shall receive a copy of the policy. The amount of life insurance that may be continued after retirement is as follows:
- |                 |   |      |
|-----------------|---|------|
| Under age 67    | - | 100% |
| Age 67 and over | - | 50%  |
- D. Should an Association member becomes totally disabled prior to age sixty (60), premiums will be waived with no further payments due by the District or Board.

#### **Section 904b**

##### **Life Insurance for Food Service**

After ten (10) or more years as an employee of the School District, the District shall pay one hundred percent (100%) of the individual Food Service employee's cost of the term insurance premium for a policy which will be equivalent to three-fourths (3/4) of an individual's annual salary.

#### **Section 905**

##### **Worker's Compensation Hearings**

Injured employees are allowed to attend Worker's Compensation hearings pertaining to their cases at no loss in pay or reduction in accumulated leave credits.

#### **Section 906a**

##### **Short Term Disability Protection Plan**

The School District shall provide each twelve month full time Association member with a fully paid group short-term disability protection plan. Such plan shall have an eligibility period of seven (7) days or accumulated sick leave, whichever is greater. Said plan shall not provide any benefits after such time as the employee would be eligible for long-term disability benefits. Said plan shall provide a benefit equal to one-half (1/2) the employee's salary.

## **Section 906b**

### **Short Term Disability Protection for Food Service**

The School District shall provide each Food Service employee with a group short-term disability protection plan. The Food Service employee will pay two dollars and three cents (\$2.03) for twenty (20) weeks. Each Food Service employee is entitled to twenty-eight (28) weeks, up to a maximum of one hundred seventy dollars (\$170).

## **Section 907**

### **Long Term Disability Protection Plan**

The School District will provide each Association member with a fully paid group long-term disability protection plan. The plan shall include the following:

- A. An insured employee who becomes totally disabled will receive benefits beginning after the qualifying period of one hundred eighty (180) days and after the employee has exhausted his/her sick leave. An individual who uses any of his/her disability insurance and returns to work will be reinstated with fifteen (15) sick days or twenty percent (20%) of the sick days accumulated prior to the illness or accident, whichever is higher.
- B. Benefits are payable during any one period of disability, to include disability due to accident or due to sickness, to the Social Security normal retirement age.
- C. Benefits are payable in the amount of sixty-six and two-thirds percent (66 2/3%) of monthly salary up to a maximum payment of five thousand dollars (\$5,000) per month minus any other income reductions outlined in the specific plan.

## ARTICLE X

### LONGEVITY

#### Section 1001a

##### **Longevity Payment Amounts for Full Time Twelve Month Employees**

Full-time twelve (12) month Association members, after rendering continuous and satisfactory service shall receive longevity payments as shown in the table below:

	<b>2006-2007</b>	<b>2007-2008</b>	<b>2008-2009</b>
After 5 years and beginning 6 <sup>th</sup> full year	\$ 562	\$ 579	\$ 597
After 9 years and beginning 10 <sup>th</sup> year	1,126	1,160	1,194
After 14 years and beginning 15 <sup>th</sup> year	1,688	1,739	1,791
After 17 years, with 3 years as a member of the Association and beginning the 18 <sup>th</sup> year	2,251	2,318	2,388
After 20 years, with 3 years as a member of the Association and beginning the 21 <sup>st</sup> year	2,814	2,898	2,985

#### Section 1001b

##### **Longevity Payment Amounts for Food Service Employees**

Full-time Food Service employees (defined as three (3) or more hours per day), after rendering continuous and satisfactory service shall be paid a longevity payment as shown in the table below.

	<b>2006-2007</b>	<b>2007-2008</b>	<b>2008-2009</b>
After 5 years and beginning 6 <sup>th</sup> full year	\$ 225	\$ 232	\$ 239
After 9 years and beginning 10 <sup>th</sup> full year	450	464	477
After 14 years and beginning 15 <sup>th</sup> year	675	695	716
After 19 years and beginning 20 <sup>th</sup> year	900	927	955



### **Section 1002a**

#### **Time of Longevity Payments for Full Time Twelve Month Employees**

Association members will receive all longevity payments in one lump sum once per fiscal year, during the month of November and prior to the second established payroll date in November.

### **Section 1002b**

#### **Time of Longevity Payments for Food Service Employees**

Longevity payments shall be made during the month of the employee's anniversary date. Association members who resign or retire after June 30, but before their anniversary date, will receive earned longevity payments with their final paycheck.

**ARTICLE XI**  
**SALARY AND DIFFERENTIALS**

**Section 1101a**

**Salary Schedule for Full Time Twelve Month Employees**

The salary increases for Groups I - V shall be as follows:

<b>Year</b>	<b>Group</b>	<b>Percent Increase</b>
2006 - 2007	Groups I - IV	3.5%
2006 - 2007	Group V	3%, plus additional 3%
2007 - 2008	Group I - V	3%
2008 - 2009	Group I - V	3.25%

The actual salary schedules for Groups I - V and associated titles are found as Appendix C.

**Section 1101b**

**Salary Schedule for Food Service Employees**

The salary increases for Group VI food service employees shall be, as follows:

<b>Year</b>	<b>Percent Increase</b>
2006 - 2007	3.5%
2007 - 2008	3.0%
2008 - 2009	3.25%

The actual salary schedule for Group VI and associated titles are found as Appendix C.

**Section 1102a**

**Differential Scale for Building Custodial Supervisors**

A. The stipends for Building Custodial Supervisors are based upon the square footage of floor space and shall be as follows:

- Elementary: seven-tenths (7/10) of a cent per square foot
- Middle and High School: nine-tenths (9/10) of a cent per square foot

B. The calculation of square footage shall include such spaces as modular classrooms and the Facilities office, as appropriate.

C. Should there be any change in the responsibility of a custodian as related to a change in floor space during the term of this Agreement, there will be an adjustment to the stipend reflecting such change.

### **Section 1102b**

#### **Salary Schedule for Special Licenses**

The Maintenance and Grounds Department Supervisor shall receive a stipend of four hundred (\$400) dollars for the responsibility of maintaining a pesticide application license.

### **Section 1102c**

#### **Differential for Food Service Employees**

A. The stipend for Food Service employees shall be calculated as the number of employees managed in a given school year, multiplied by the dollar amount differential for that year. The differentials are, as follows:

	<b>2006-2007</b>	<b>2007-2008</b>	<b>2008-2009</b>
All Elementary Schools	\$ 37	\$ 39	\$ 41
Middle School	40	45	50
High School	40	45	50

B. Should there be any changes in the responsibility of a Food Service employee as related to a change in the number of employees managed during the term of this Agreement, there will be an adjustment to the stipend reflecting such change.

### **Section 1102d**

#### **Stipend for Supervisor of Maintenance & Grounds Department**

The Maintenance and Grounds Department Supervisor shall receive a stipend of one thousand five hundred (\$1,500) dollars for the responsibility of supervision of both the Maintenance and Grounds Departments in the School District. The stipend is based upon the supervisory configuration that includes supervision of both the Maintenance and Grounds Departments, two (2) separate and distinct departments within the Facilities Department.

### **Section 1103**

#### **Minimum Salary Upon Transfer**


Any current Association member changing position in a title represented by the Association, and any other District employee taking on a position in a title represented by the Association, shall be placed at the following step of the salary schedule based upon the number of consecutive years of service with the District, as follows:


Less than five (5) consecutive years	Step 1
Five (5) to nine (9) consecutive years	Step 2
Ten (10) to fourteen (14) consecutive years	Step 3
Fifteen (15) to nineteen (19) consecutive years	Step 4
Twenty (20) plus consecutive years	Step 5

Except as otherwise expressly provided, this Agreement shall take effect on July 1, 2006, and shall expire June 30, 2009.

SUSA

The District

  
\_\_\_\_\_  
David West, President

  
\_\_\_\_\_  
L. Oliver Robinson, Superintendent



## **APPENDIX A**

### **Education Law Section 3028**

Liability of school district for cost and attorney's fees of action against, or prosecutions of, teachers, members of supervisory and administrative staff or employees, and school volunteers. Notwithstanding any inconsistent provision of any general, special or local law, or the limitations contained in the provisions of any city charter, each board of education, trustee or trustees in the state shall provide an attorney or attorneys for, and pay such attorney's fees and expenses necessarily incurred in the defense of a teacher, member of a supervisory or administrative staff or employee, or authorized participant in a school volunteer program in any civil or criminal action or proceeding arising out of disciplinary action taken against any pupil of the district while in the discharge of his duties within the scope of his employment or authorized volunteer duties. For such purposes the board of education, trustee or trustees may arrange for and maintain appropriate insurance with any insurance company created by or under the laws of this state, or in any insurance company authorized by law to transact business in this state, or such board, trustee or trustees may elect to act as self-insurers to maintain the aforesaid protection. A board of education, trustee or board of trustees, however, shall not be subject to the duty imposed by this section, unless such teacher, or member of the supervisory and administrative staff or employee or authorized participant in a school volunteer program shall, within ten days of the time he is served with any summons, complaint, process, notice, demand or pleading, deliver the original or a copy of the same to such board of education, trustee or board of trustees.

## **APPENDIX B**

### **Education Law**

#### **Section 3023**

Liability of a board of education, trustee, trustees or board of cooperative educational services. Notwithstanding any inconsistent provision of law, general, special or local, or the limitation contained in the provisions of any city charter, it shall be the duty of each board of education, trustee or trustees, in any school district having a population of less than one million, and each board of cooperative educational services established pursuant to section nineteen hundred fifty of this chapter, to save harmless and protect all teachers, practice or cadet teachers, authorized participants in a school volunteer program, and members of supervisory and administrative staff or employees from financial loss arising out of any claim, demand, suit or judgment by reason of alleged negligence or other act resulting in accidental bodily injury to any person, or accidental damage to the property of any person within or without the school building, provided such teacher, practice or cadet teacher, authorized participant in a school volunteer program, or member of the supervisory or administrative staff or employee at the time of the accident or injury was acting in the discharge of his duties within the scope of his employment or authorized volunteer duties and/or under the direction of said board of education, trustee, trustees or board of cooperative educational services; and said board of education, trustee, trustees or board of cooperative educational services may arrange for and maintain appropriate insurance with any insurance company created by or under the laws of this state, or in any insurance company authorized by law to transact business in this state, or such board, trustee, trustees or board of cooperative educational services may elect to act as self-insurers to maintain the aforesaid protection. A board of education, trustee, board of trustees, or board of cooperative educational services, however, shall not be subject to the duty imposed by this section, unless such teacher, practice or cadet teacher, authorized participant in a school volunteer program, or member of the supervisory and administrative staff or employee shall, within ten days of the time he is served with any summons, complaint, process, notice, demand or pleading, deliver the original or a copy of the same to such board of education, trustee, board of trustees, or board of cooperative educational services.

**APPENDIX C  
SALARY SCHEDULES**

<b>GROUP I</b>	<b>FACILITIES</b>
<b>Titles:</b>	<b>Building Custodian Warehouse Supervisor</b>

	<b>2005-06</b>	<b>2006-07</b>	<b>2007-08</b>	<b>2008-09</b>
Step 1	38,855	40,215	41,421	42,767
Step 2	39,748	41,139	42,373	43,750
Step 3	40,662	42,086	43,348	44,757
Step 4	41,598	43,053	44,345	45,786
Step 5	42,554	44,044	45,365	46,840
Step 6	43,533	45,057	46,408	47,917
Step 7	44,534	46,093	47,476	49,019
Step 7A*	45,012	46,587	47,985	49,545

\*incumbent grandfathered

<b>GROUP II</b>	<b>TECHNOLOGY I</b>
<b>Titles:</b>	<b>Senior AV Repair Technician Micro Computer Systems Coordinator</b>

	<b>2005-06</b>	<b>2006-07</b>	<b>2007-08</b>	<b>2008-09</b>
Step 1	39,748	41,139	42,373	43,750
Step 2	40,662	42,086	43,348	44,757
Step 3	41,598	43,053	44,345	45,786
Step 4	42,554	44,044	45,365	46,840
Step 5	43,533	45,057	46,408	47,917
Step 6	44,534	46,093	47,476	49,019
Step 7	45,558	47,152	48,567	50,145
Step 7A*	46,036	47,647	49,077	50,672

\*incumbent grandfathered



**APPENDIX C  
SALARY SCHEDULES**

<b>GROUP III</b>	<b>OPERATIONS I</b>
<b>Titles:</b>	<b>Accountant</b> <b>Community Services Coordinator</b>

	<b>2005-06</b>	<b>2006-07</b>	<b>2007-08</b>	<b>2008-09</b>
Step 1	41,598	43,053	44,345	45,786
Step 2	42,554	44,044	45,365	46,840
Step 3	43,533	45,057	46,408	47,917
Step 4	44,534	46,093	47,476	49,019
Step 5	45,558	47,152	48,567	50,145
Step 6	46,606	48,238	49,685	51,300
Step 7	47,678	49,346	50,827	52,479
Step 7A*	49,253	50,976	52,506	54,212

\*incumbent grandfathered

<b>GROUP IV</b>	<b>OPERATIONS II</b>
<b>Titles:</b>	<b>Bus Dispatcher</b> <b>Routing Specialist</b> <b>Bus Maintenance Supervisor</b> <b>Maintenance/Grounds Department Supervisor</b>

	<b>2005-06</b>	<b>2006-07</b>	<b>2007-08</b>	<b>2008-09</b>
Step 1	43,533	45,057	46,408	47,917
Step 2	44,534	46,093	47,476	49,019
Step 3	45,558	47,152	48,567	50,145
Step 4	46,606	48,238	49,685	51,300
Step 5	47,678	49,346	50,827	52,479
Step 6	48,775	50,482	51,996	53,686
Step 7	49,896	51,643	53,192	54,921
Step 7A*	50,374	52,137	53,701	55,447

\*incumbent grandfathered

**APPENDIX C  
SALARY SCHEDULES**

<b>GROUP V</b>	<b>TECHNOLOGY II</b>
<b>Titles:</b>	<b>Systems Analyst</b> <b>Energy Management Supervisor</b> <b>Computer Services Program Assistant</b>

	<b>2005-06</b>	<b>2006-07</b>	<b>2007-08</b>	<b>2008-09</b>
Step 1	44,534	47,246	48,664	50,245
Step 2	45,558	48,332	49,782	51,400
Step 3	46,606	49,445	50,928	52,583
Step 4	47,678	50,581	52,099	53,792
Step 5	48,775	51,745	53,297	55,030
Step 6	49,896	52,935	54,523	56,295
Step 7	51,044	54,152	55,777	57,590

<b>GROUP VI</b>	<b>FOOD SERVICE</b>
<b>Title:</b>	<b>Cook Manager</b>

	<b>2005-06</b>	<b>2006-07</b>	<b>2007-08</b>	<b>2008-09</b>
Step 1	13.35	13.82	14.23	14.69
Step 2	13.62	14.09	14.52	14.99
Step 3	13.95	14.43	14.87	15.35
Step 4	14.23	14.73	15.17	15.67
Step 5	14.84	15.36	15.82	16.34

Annual salary calculated @ 1080 hours

