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SCHOHARIE CENTRAL SCHOOL DISTRICT

***An Agreement Between The Parties As Defined
Under Section 201 of the Taylor Law***

SCHOHARIE CENTRAL EMPLOYEES ASSOCIATION

JULY 1, 2015- JUNE 30, 2018

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PREAMBLE

It shall be the public policy of the Schoharie Central School Board of Education and the purpose of this agreement to promote harmonious and cooperative relationships between the Schoharie Central School District and the Employees; to protect the public by assuring, at all times, the orderly and uninterrupted operations and functions of the school district. This agreement is made between the Schoharie Central School District, hereinafter referred to as the "District", and the Schoharie Central Employees Association, hereinafter referred to as "SCEA".

ARTICLE I RECOGNITION

The District agrees that the SCEA shall be the sole and exclusive representative for all employees described in Article II for the purpose of collective bargaining and grievances for the term of this agreement.

The SCEA affirms that it does not assert the right to strike against the District and it shall not cause, instigate, encourage or condone a strike.

ARTICLE II COLLECTIVE BARGAINING UNIT

The collective bargaining unit, S.C.E.A., shall comprise all employees of the District except: those covered by another bargaining unit, Certified Administrators, District Clerk, District Treasurer, Business Manager, Management Confidential employees, Cafeteria Manager, Head Custodian, Head Auto Repairman, Census Taker and Tax Collector, Transportation Supervisor and Supervisor of Building Facilities and Grounds.

ARTICLE III DUES DEDUCTION

1. The District agrees to deduct dues from the salaries of employees for membership in the Schoharie Central Employees Association (SCEA) and its affiliated groups when employees individually and voluntarily authorize the District to deduct said dues and to transmit the monies promptly to said Association. The employee's authorization will be in writing.
2. The Association will certify to the District, in writing, the current rate of membership dues. When the rate of employees' dues shall change, the Association will give the District written notice thirty (30) days prior to the effective date of such change.
3. Deductions will be made from fifteen (15) consecutive paychecks, beginning with the first payroll in October. The District will not be required to honor any payroll deduction authorizations that are provided later than fifteen (15) days prior to the distribution of the payroll from which the deductions are to begin.
4. The Schoharie Central School District shall deduct from the salaries of employees in the bargaining unit who are not members of the Schoharie Central Employees Association the amount equivalent to the dues levied by the Schoharie Central Employees Association, in accordance with Chapters 677 and 678 of the Laws of 1977 of the State of New York. The Schoharie Central Employees Association affirms that it has adopted such procedure for refund of agency shop fee deduction as required in Section 3 of Chapters 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 Schoharie Central Employees Association maintains such procedure. (The Agency Shop Fee deduction shall be made following the same procedures as applicable for dues check off, except as otherwise mandated by law or this Article of the Agreement). The Association is to provide a list of members to the Business Office by May 15.
5. The District will provide the SCEA Treasurer, at the beginning of each school year, with the following in order to determine individual NYSUT Dues Code calculations for payroll deductions:
 - A list of School-Related Professionals/Employees
 - Yearly salaries
 - The number of days for hourly employees
6. The Treasurer will be provided a list of changes, additions and/or deletions of SCEA members with dues deductions for each member to accompany each dues disbursement check from the Senior Account Clerk. The District will provide members of the bargaining unit with the right to use payroll deduction for NYSUT Benefit Trust.

ARTICLE IV RIGHTS OF THE DISTRICT

Except as otherwise specifically provided in this agreement, the District shall have the customary and usual rights, powers, and functions to direct the employees, to hire, promote, suspend, to take disciplinary action, and to otherwise take whatever actions are necessary to carry out the mission of the District pursuant to existing practices unless altered by this Agreement.

ARTICLE V COMPENSATION

In determining initial step placement, the parties agree, that years of service do not equal step placement. Longevity, vacation time and retirement benefits are still determined by years of service.

1. Effective July 1, 2015 each unit member on the salary schedule shall receive a 1.5% increase over his or her base salary. Employees on the salary schedule will be only entitled to increment payment. Employees off the salary schedule will be entitled to an additional 3% compensation.

Effective July 1, 2016 each unit member on the salary schedule shall receive a 1.5% increase over his or her base salary. Employees on the salary schedule will be only entitled to increment payment. Employees off the salary schedule will be entitled to an additional 3% compensation.

Effective July 1, 2017 each unit member on the salary schedule shall receive a 1.5% increase over his or her base salary. Employees on the salary schedule will be only entitled to increment payment. Employees off the salary schedule will be entitled to an additional 3% compensation.
2. All employees are required to attend superintendent conference and staff development days and will be compensated at their regular rate of pay for their hours of attendance.
3. In the event that one or more snow day(s) remain unused, one day shall be added to the Memorial Day weekend in May.
4. At any time that the Superintendent makes a decision to close school on regularly scheduled workday, all hourly employees will be paid their regular daily rate of pay. This includes, but is not limited to, emergency closings (i.e., power outage) as well as snow days.
5. Effective July 1, 2007, and thereafter, unit members beyond their job title's top step, whether Step 15 or Step 20, shall receive an annual salary increase of 3% added to their previous year base salary. Additionally, unit members having completed top step by June 30 in any year, and thereafter, shall receive a 3% annual salary increase added to their previous year salary.
6. It is further agreed that, unit members shall advance one incremental step on the salary schedule for each year of district service. Salary increases for either Steps 1-15 and/or 1-20 shall be negotiated pursuant to the provisions of the Taylor Law.

7. Create the job title “maintenance mechanic” and assign that title to the automotive mechanic salary schedule.
8. Base salary for the least senior maintenance mechanic for 2009/2010 will be \$29,112 (Step 2).
Base salary for the most senior maintenance mechanic for 2009/2010 will be \$32,767 (Step 6).
No additional adjustments for any maintenance mechanic for 2007/2008 or 2008/2009.
9. Change salary schedule heading for Custodian/Groundsman/Maintenance to just
“Custodian/Groundsman”.
10. The salary schedules of all bargaining unit members shall be increased by 1.5% plus increment, for
July 1, 2015/2016, 2016/2017 and 2017/18 school years, excluding those bargaining unit members who
are “off step”. (The salaries of all off step bargaining unit members receive 3% per contract.)
11. Salary Stipends for Custodians, Cleaners, Substitute Callers, and Head Cook:

Senior Custodian/Lead Mechanic	\$2,800
Second Shift Custodian	\$ 570
Third Shift Custodian	\$1,570
Second Shift Cleaner	\$ 570
Third Shift Cleaner	\$1,570
Head Cook	\$2,333
Substitute Caller(s)	\$2,736

SALARY SCHEDULES

Schoharie Central School District			
Bus Driver			
	2015-16	2016-17	2017-18
1	\$ 15.67	\$ 15.91	\$ 16.15
2	\$ 16.16	\$ 16.40	\$ 16.65
3	\$ 16.64	\$ 16.89	\$ 17.14
4	\$ 17.13	\$ 17.39	\$ 17.65
5	\$ 17.64	\$ 17.90	\$ 18.17
6	\$ 18.17	\$ 18.44	\$ 18.72
7	\$ 18.72	\$ 19.00	\$ 19.29
8	\$ 19.29	\$ 19.58	\$ 19.87
9	\$ 19.85	\$ 20.15	\$ 20.45
10	\$ 20.45	\$ 20.76	\$ 21.07
11	\$ 21.07	\$ 21.39	\$ 21.71
12	\$ 21.71	\$ 22.04	\$ 22.37
13	\$ 22.36	\$ 22.70	\$ 23.04
14	\$ 23.03	\$ 23.38	\$ 23.73
15	\$ 23.72	\$ 24.08	\$ 24.44
16	\$ 24.42	\$ 24.79	\$ 25.16
17	\$ 25.16	\$ 25.54	\$ 25.92
18	\$ 25.91	\$ 26.30	\$ 26.69
19	\$ 26.69	\$ 27.09	\$ 27.50
20	\$ 27.49	\$ 27.90	\$ 28.32

Step 21 and beyond adjusted by 3% in 2015/2016, 2016/2017, and 2017/2018.

SALARY SCHEDULES (continued)

Schoharie Central School District			
Mechanic			
	2015-16	2016-17	2017-18
1	\$ 30,749	\$ 31,210	\$ 31,678
2	\$ 31,671	\$ 32,146	\$ 32,628
3	\$ 32,622	\$ 33,111	\$ 33,608
4	\$ 33,601	\$ 34,105	\$ 34,617
5	\$ 34,608	\$ 35,127	\$ 35,654
6	\$ 35,648	\$ 36,183	\$ 36,726
7	\$ 36,718	\$ 37,269	\$ 37,828
8	\$ 37,818	\$ 38,385	\$ 38,961
9	\$ 38,954	\$ 39,538	\$ 40,131
10	\$ 40,122	\$ 40,724	\$ 41,335
11	\$ 41,325	\$ 41,945	\$ 42,574
12	\$ 42,565	\$ 43,203	\$ 43,851
13	\$ 43,841	\$ 44,499	\$ 45,166
14	\$ 45,156	\$ 45,833	\$ 46,520
15	\$ 46,511	\$ 47,209	\$ 47,917

Step 16 and beyond adjusted by 3% in 2015/2016, 2016/2017, and 2017/2018.

SALARY SCHEDULES (continued)

Schoharie Central School District			
Secretary/Clerical/Admin Support I			
	2015-16	2016-17	2017-18
1	\$ 26,530	\$ 26,928	\$ 27,332
2	\$ 27,325	\$ 27,735	\$ 28,151
3	\$ 28,145	\$ 28,567	\$ 28,996
4	\$ 28,988	\$ 29,423	\$ 29,864
5	\$ 29,859	\$ 30,307	\$ 30,762
6	\$ 30,756	\$ 31,217	\$ 31,685
7	\$ 31,677	\$ 32,152	\$ 32,634
8	\$ 32,627	\$ 33,116	\$ 33,613
9	\$ 33,607	\$ 34,111	\$ 34,623
10	\$ 34,616	\$ 35,135	\$ 35,662
11	\$ 35,652	\$ 36,187	\$ 36,730
12	\$ 36,724	\$ 37,275	\$ 37,834
13	\$ 37,825	\$ 38,392	\$ 38,968
14	\$ 38,959	\$ 39,543	\$ 40,136
15	\$ 40,128	\$ 40,730	\$ 41,341

Step 16 and beyond adjusted by 3% in 2015/2016, 2016/2017, and 2017/2018.

SALARY SCHEDULES (continued)

Schoharie Central School District			
Admin Support.II			
	2015-16	2016-17	2017-18
1	\$ 27,325	\$ 27,735	\$ 28,151
2	\$ 28,145	\$ 28,567	\$ 28,996
3	\$ 28,988	\$ 29,423	\$ 29,864
4	\$ 29,859	\$ 30,307	\$ 30,762
5	\$ 30,756	\$ 31,217	\$ 31,685
6	\$ 31,677	\$ 32,152	\$ 32,634
7	\$ 32,627	\$ 33,116	\$ 33,613
8	\$ 33,607	\$ 34,111	\$ 34,623
9	\$ 34,616	\$ 35,135	\$ 35,662
10	\$ 35,652	\$ 36,187	\$ 36,730
11	\$ 36,724	\$ 37,275	\$ 37,834
12	\$ 37,825	\$ 38,392	\$ 38,968
13	\$ 38,959	\$ 39,543	\$ 40,136
14	\$ 40,128	\$ 40,730	\$ 41,341
15	\$ 41,316	\$ 41,936	\$ 42,565

Step 16 and beyond adjusted by 3% in 2015/2016, 2016/2017, and 2017/2018.

SALARY SCHEDULES (continued)

Scholarship Central School District			
Teacher - Vide Part Time			
	2015-16	2016-17	2017-18
1	\$ 8.94	\$ 9.07	\$ 9.21
2	\$ 9.21	\$ 9.35	\$ 9.49
3	\$ 9.50	\$ 9.64	\$ 9.78
4	\$ 9.77	\$ 9.92	\$ 10.07
5	\$ 10.07	\$ 10.22	\$ 10.37
6	\$ 10.37	\$ 10.52	\$ 10.67
7	\$ 10.65	\$ 10.81	\$ 11.00
8	\$ 10.93	\$ 11.17	\$ 11.34
9	\$ 11.32	\$ 11.49	\$ 11.66
10	\$ 11.67	\$ 11.85	\$ 12.03
11	\$ 12.03	\$ 12.21	\$ 12.39
12	\$ 12.38	\$ 12.57	\$ 12.75
13	\$ 12.75	\$ 12.93	\$ 13.13
14	\$ 13.14	\$ 13.34	\$ 13.54
15	\$ 13.53	\$ 13.73	\$ 13.94

Step 16 and beyond adjusted by 3% in 2015/2016, 2016/2017, and 2017/2018.

SALARY SCHEDULES (continued)

Schoharie Central School District			
Teacher Aide Full Time			
	2015-16	2016-17	2017-18
1	\$ 10,717	\$ 10,878	\$ 11,041
2	\$ 11,253	\$ 11,422	\$ 11,593
3	\$ 11,591	\$ 11,765	\$ 11,941
4	\$ 11,938	\$ 12,117	\$ 12,299
5	\$ 12,297	\$ 12,481	\$ 12,668
6	\$ 12,665	\$ 12,855	\$ 13,048
7	\$ 13,046	\$ 13,242	\$ 13,441
8	\$ 13,438	\$ 13,640	\$ 13,845
9	\$ 13,841	\$ 14,049	\$ 14,260
10	\$ 14,255	\$ 14,469	\$ 14,686
11	\$ 14,683	\$ 14,903	\$ 15,127
12	\$ 15,124	\$ 15,351	\$ 15,581
13	\$ 15,577	\$ 15,811	\$ 16,048
14	\$ 16,044	\$ 16,285	\$ 16,529
15	\$ 16,526	\$ 16,774	\$ 17,026

Step 16 and beyond adjusted by 3% in 2015/2016, 2016/2017, and 2017/2018.

SALARY SCHEDULES (continued)

Schoharie Central School District			
Custodian/Groundsman			
	2015-16	2016-17	2017-18
1	\$ 25.925	\$ 26.314	\$ 26.709
2	\$ 26.704	\$ 27.105	\$ 27.512
3	\$ 27.505	\$ 27.918	\$ 28.337
4	\$ 28.330	\$ 28.755	\$ 29.186
5	\$ 29.181	\$ 29.619	\$ 30.063
6	\$ 30.056	\$ 30.507	\$ 30.965
7	\$ 30.958	\$ 31.422	\$ 31.893
8	\$ 31.886	\$ 32.364	\$ 32.849
9	\$ 32.842	\$ 33.335	\$ 33.835
10	\$ 33.829	\$ 34.336	\$ 34.851
11	\$ 34.843	\$ 35.366	\$ 35.896
12	\$ 35.888	\$ 36.426	\$ 36.972
13	\$ 36.963	\$ 37.517	\$ 38.080
14	\$ 38.073	\$ 38.644	\$ 39.224
15	\$ 39.216	\$ 39.804	\$ 40.401

Step 16 and beyond adjusted by 3% in 2015/2016, 2016/2017, and 2017/2018.

SALARY SCHEDULES (continued)

Schoharie Central School District			
Cleaner			
	<u>2015-16</u>	<u>2016-17</u>	<u>2017-18</u>
1	\$ 24,262	\$ 24,626	\$ 24,995
2	\$ 24,989	\$ 25,364	\$ 25,744
3	\$ 25,740	\$ 26,126	\$ 26,518
4	\$ 26,511	\$ 26,909	\$ 27,313
5	\$ 27,309	\$ 27,719	\$ 28,135
6	\$ 28,126	\$ 28,548	\$ 28,976
7	\$ 28,971	\$ 29,406	\$ 29,847
8	\$ 29,840	\$ 30,288	\$ 30,742
9	\$ 30,733	\$ 31,194	\$ 31,662
10	\$ 31,656	\$ 32,131	\$ 32,613
11	\$ 32,606	\$ 33,095	\$ 33,591
12	\$ 33,584	\$ 34,088	\$ 34,599
13	\$ 34,591	\$ 35,110	\$ 35,637
14	\$ 36,466	\$ 37,013	\$ 37,568
15	\$ 36,697	\$ 37,247	\$ 37,806

Step 16 and beyond adjusted by 3% in 2015/2016, 2016/2017, and 2017/2018.

SALARY SCHEDULES (continued)

Schoharie Central School District			
Food Service Helper Part Time			
	<u>2015-16</u>	<u>2016-17</u>	<u>2017-18</u>
1	\$ 9.03	\$ 9.17	\$ 9.31
2	\$ 9.32	\$ 9.46	\$ 9.60
3	\$ 9.59	\$ 9.73	\$ 9.88
4	\$ 9.88	\$ 10.03	\$ 10.18
5	\$ 10.19	\$ 10.34	\$ 10.50
6	\$ 10.48	\$ 10.64	\$ 10.80
7	\$ 10.79	\$ 10.95	\$ 11.11
8	\$ 11.11	\$ 11.28	\$ 11.45
9	\$ 11.45	\$ 11.62	\$ 11.79
10	\$ 11.79	\$ 11.97	\$ 12.15
11	\$ 12.16	\$ 12.34	\$ 12.53
12	\$ 12.51	\$ 12.70	\$ 12.89
13	\$ 12.89	\$ 13.08	\$ 13.28
14	\$ 13.28	\$ 13.48	\$ 13.68
15	\$ 13.68	\$ 13.89	\$ 14.10

Step 16 and beyond adjusted by 3% in 2015/2016, 2016/2017, and 2017/2018.

SALARY SCHEDULES (continued)

Schoharie Central School District			
Cook/Food Service Helper Full Time			
STEP	2015-16	2016-17	2017-18
1	\$ 10,249	\$ 10,403	\$ 10,559
2	\$ 10,557	\$ 10,715	\$ 10,876
3	\$ 10,874	\$ 11,037	\$ 11,203
4	\$ 11,201	\$ 11,369	\$ 11,540
5	\$ 11,535	\$ 11,708	\$ 11,884
6	\$ 11,882	\$ 12,060	\$ 12,241
7	\$ 12,240	\$ 12,424	\$ 12,610
8	\$ 12,606	\$ 12,795	\$ 12,987
9	\$ 12,984	\$ 13,179	\$ 13,377
10	\$ 13,375	\$ 13,576	\$ 13,780
11	\$ 13,775	\$ 13,982	\$ 14,192
12	\$ 14,190	\$ 14,403	\$ 14,619
13	\$ 14,614	\$ 14,833	\$ 15,055
14	\$ 15,052	\$ 15,278	\$ 15,507
15	\$ 15,504	\$ 15,737	\$ 15,973

Step 16 and beyond adjusted by 3% in 2015/2016, 2016/2017, and 2017/2018.

ARTICLE VI LONGEVITY

1. All employees shall receive longevity increments upon the completion of ten (10) years, fifteen (15) years, twenty (20) years, and twenty five (25) years of continuous service in the Schoharie Central School District as follows:

- 1.1 Longevity increments will be based upon the employee's top salary step.

<u>Years of Service</u>	<u>Longevity Increment</u>
10	5%
15	5%
20	5%
25	10%

- 1.2 Longevity will be calculated and added to the base salary. Once calculated, the longevity amount will remain the same until the next longevity threshold is reached.
 - 1.3 Employees working less than six (6) hours daily are to receive longevity payments on a pro-rata basis.
 - 1.4 If completion of appropriate years of service falls prior to December 31st, longevity will be awarded and calculated beginning July 1st. If completion of appropriate years of service falls after December 31st, the longevity will be awarded in the subsequent year.

ARTICLE VII UNIFORMS

1. Each school year the District will provide uniforms for each custodian, groundsman, and maintenance mechanic. These uniforms will consist of five shirts, three pants, and a \$75 reimbursement for boots.

In addition, the District will provide a reimbursement in an amount up to \$125 for steel-toed boots where required by OSHA regulations.

The District will also provide a jacket and/or coveralls to employees who are required to work outdoors.

The District will continue to use a uniform service for bus mechanics.

2. Each school year the District will provide uniforms for each cafeteria personnel. These uniforms will consist of five (5) tops, three (3) bottoms, three (3) aprons, and a \$75.00 reimbursement for footwear.
 3. The above allowances do not apply to substitutes.

ARTICLE VIII WORK DAY/WEEK/YEAR

SECRETARY/CLERICAL/ADMINISTRATIVE SUPPORT I & II

Workday	The workday shall be eight (8) hours per day. A secretary shall be guaranteed a thirty (30) minute unpaid, duty free lunch period and one fifteen (15) minute break each workday.
Workweek	The regularly scheduled workweek shall be five (5) days consecutively, Monday through Friday.
Work Year	<p>The work year for a twelve (12) month employee shall consist of two hundred sixty (260) days inclusive of holidays and vacation days paid according to the contract for the dates July 1 through June 30.</p> <p>The work year for an eleven (11) month employee shall consist of two hundred forty (240) days inclusive of holidays and vacation days paid according to the contract for the dates July 1 through June 30.</p> <p>The work year for a ten (10) month employee shall consist of two hundred (200) days inclusive of holidays paid according to the contract for the dates September 1 through June 30.</p> <p>During the Christmas, winter, spring, and summer recess periods, daily hours for the clerical staff have been adjusted to reflect a one hour reduced work day.</p> <p>A clerical employee shall work all days district schools are in session; all week days beginning September 1 to the opening day of school in September and between the last day of school in June through June 30, including school conference days, workshop days and snow days.</p>

CUSTODIAN/GROUNDSMAN/MAINTENANCE MECHANIC/CLEANER/AUTOMOTIVE MECHANIC

Workday	The workday for all custodial, groundsman, cleaner, and/or maintenance/automotive mechanic personnel shall be eight (8) hours per day. Each shall be guaranteed a thirty (30) minute duty unpaid, duty free lunch period and one fifteen (15) minute break each workday.
Workweek	The regularly scheduled workweek shall be five (5) consecutive days within any week.
Work Year	The work year for a twelve (12) month employee shall consist of two hundred sixty (260) days, inclusive of the dates July 1 through June 30.

CAFETERIA/COOK/FOOD SERVICE HELPER Full-Time

Workday	The respective workday for a salaried cook and a salaried food service helper shall be six (6) hours per day. Anytime a decision is made to delay school, the cook and the food service employee will follow a one-half-hour delayed schedule. Each employee shall be guaranteed one fifteen (15) minute break each workday.
Workweek	The regularly scheduled workweek shall be five (5) days consecutively, Monday through Friday.
Work Year	The work year for food service personnel shall consist of one hundred ninety-four (194) days, inclusive of nine (9) paid holidays for the dates September 1 through June 30. Excluded from the above shall be food service helpers (part-time) who shall work all days district schools are in session and cafeterias are in operation.

CAFETERIA/COOK/FOOD SERVICE HELPER Part-Time

Workday	A part-time employee shall be an individual who is assigned a workday of less than six (6) hours per day on a regular daily basis for the school year.
Workweek	The regularly scheduled workweek shall be five (5) days consecutively, Monday through Friday.
Work Year	The work year for part-time food service personnel shall consist of one hundred eighty five (185) work days as prescribed by the respective school year calendar.

BUS DRIVER

Workday	A bus driver is classified as an hourly employee and shall be paid on the basis of their appointed run. Run time includes pre/post checks and bus washing. Should the run time exceed their scheduled time due to weather, mechanical failures, or traffic, the bus driver shall be compensated extra time at their hourly rate.
Workweek	The regularly scheduled workweek for a bus driver shall be based upon work assigned.
Work Year	The work year for a school bus driver shall consist of all days district schools are in session, inclusive of the dates September 1 through June 30. Since the school district also transports children to other public and non-public schools, the driver who is assigned to routes servicing these other schools shall be expected to work on those days that the public or non-public schools remain open even though the district's schools are closed.

TEACHER AIDE Part-Time

Workday	A Part-Time employee shall be an individual who is assigned a workday of less than six (6) hours per day on a regular daily basis for the school year.
Workweek	The regularly scheduled workweek shall be five (5) days consecutively, Monday through Friday.
Work Year	The work year for a Teacher Aide, shall consist of one hundred eighty five (185) work days as prescribed by the respective school year calendar.

TEACHER AIDE Full-Time

Workday	A Teacher Aide shall be considered a salaried employee if they are assigned a workday of six (6) hours or more per day on a regular daily basis for the school year. A salaried Teacher Aide shall be guaranteed a thirty (30) minute unpaid, duty free lunch period and one fifteen (15) minute break, at such time that mutually meets the needs of the particular Teacher, Teaching Assistant and/or Teacher Aide.
Workweek	The regularly scheduled workweek shall be five (5) days consecutively, Monday through Friday.
Work Year	The work year for a full-time Teacher Aide shall consist of one hundred eighty five (185) workdays as prescribed by the respective school calendar. A salaried Teacher Aide will continue to be paid for all school holidays

New Year's Day
Martin Luther King Jr. Day
Presidents' Day
Memorial Day
Labor Day
Columbus Day
Veterans' Day
Thanksgiving Day
Christmas Day

in addition to snow days and other emergency closing days.

Bus Loading Supervision

Morning and afternoon bus loading supervisory duties will be compensated for fifteen (15) minutes of service if in excess of the regular workday.

Time and Attendance

A time and attendance clock system will be installed in the High School, Elementary School and the Bus Garage for all hourly employees. For salaried employees, daily time sheets will be used for the regular work day and the clock system will be used for overtime hours worked.

ARTICLE IX OVERTIME/OUT-OF-GRADE WORK

1. All employees, except bus drivers, shall receive overtime compensation at the rate of time and one-half their regular hourly rate for all hours worked in excess of forty (40) hours per week. Any employee whose regular workweek is less than forty (40) hours per week shall receive overtime compensation at straight time rates for hours worked in excess of their regular workweek but less than forty (40) hours in that week. An employee required to work on a Sunday and/or a school holiday, as stated in Article XI, will receive double time pay.
2. The District reserves the right to give compensatory time off in lieu of cash payment for overtime when applicable and feasible at the rate of one and one-half (1 ½) times the regular rate of pay if over forty (40) hours worked and no substitute is required.
3. All things being equal, unless there is an extenuating circumstance or an emergency situation which requires a specific job skill (i.e., equipment maintenance, work unique to a particular office, like special education or guidance) additional district work, which may become necessary during school recesses, will be offered to a unit employee based upon right of first refusal and seniority within their classification.
4. An employee who is temporarily assigned to perform duties of a higher grade or rank shall be paid at the wage scale of the higher rank for every day so employed, commencing with the first full day of such employment.

Association Business

5. The District will provide ten (10) days per year for Association officers or designated representatives for Association business use without loss of time or benefits.
6. Summer job posting(s) will be mailed to the SCEA President AND placed in his/her school mailbox.
7. All unit members employed by the District but living outside the district boundaries, shall have the right to enroll their child (ren) in the district tuition free as long as the placement does not create an undue financial burden on the district.

Leave of Absence

8. A leave of absence without pay not to exceed one (1) year may, at the discretion of the Superintendent of Schools, be granted to a salaried employee who has completed five (5) years of employment with the District. An application for unpaid leave must be made in writing:

- 8.1 Not later than May 1 for absence during the first semester beginning on September 1 or for the entire next academic year.
- 8.2 Not later than November 1 for absence during the school semester beginning on or about February 1 of a given academic year.
- 8.3 Upon return, all benefits to which the employee was entitled at the time the unpaid leave began will be restored to the employee upon written request. The employee shall be assigned to as comparable a position as possible as he/she held when application for leave was made.
- 8.4 Unit Members who have taken a leave of absence for a time period through the end of the school year shall be eligible for reinstatement to the District provided health insurance as of the beginning of the new school year on September 1st. This provision would not apply if the employee returns to work prior to June 15th.

ARTICLE X

TRANSPORTATION COMPENSATION

1. The District reserves the right to replace salaried bus driver positions, as they become vacant, with hourly wage employees. No presently employed regular driver shall be removed from his position as a result of the District's exercise of this right, unless such removal is for disciplinary reasons and is accomplished in accordance with applicable provisions of the New York State Civil Service Law; or unless such removal is necessitated by reduced staffing requirements such as enrollment decreases in the number of bus routes.

Mid-year vacancies due to retirement, resignation, termination or remapping will be posted within two (2) weeks of vacancy occurring. Postings will include type of run, run time, and whether it will count toward years of service vs. substitute position.

If there are route changes, those runs will be posted. Annually, each driver will receive written notification of their route and estimated times. Posting will include type of run, estimated run time or whether it will count toward years of service vs. substitute posting.

2. Bus driver(s) shall be paid for extra driving as follows:
 - 2.1 Driver(s) shall be paid at the hourly bus driver's rate. The minimum trip shall consist of two (2) hours, washing of the bus and other preparations shall be included in this two (2) hour period of time actually worked. Whenever an extra trip exceeds two (2) hours in length, a driver will be paid for one-half (1/2) hour preparation time, which includes washing.
 - 2.2 Extra trip driving shall be coordinated by a rotating list of Transportation Department personnel and posted to offer an equal opportunity to all. This list shall be arranged by seniority of those who indicate in writing that they are interested in extra trip driving. The District shall provide trip sheets twenty four (24) hours in advance when possible. In the event that a driver refuses an extra trip with less than twenty four (24) hours' notice,

from the District, that driver shall not lose that turn in the rotation. Under an emergency condition, however, any qualified school bus driver may be used for an extra driving trip.

Extra trip driving will be assigned only to employees who have at least one year service credit at Schoharie Central School District and have not exceeded forty (40) hours during a work week or a total of eighty (80) hours during a bi-weekly pay period. Extra runs will be assigned first to those that have not yet reached forty (40) hours in a given week. If extra runs are not fulfilled, those that have reached forty (40) work hours will be given an opportunity for overtime. Overtime shall not exceed ten (10) hours in a given workweek.

- 2.3 The driver shall have a reasonable period of time to accept or decline the assignment.
- 2.4 The District will have the right to select the driver(s) for field trips to the cities of New York, Boston, Syracuse, Rochester, and Buffalo, and any trip outside of New York State. Said driver(s) shall be selected in rotation from a list posted by the District.
- 2.5 Unless an emergency exists, drivers shall become eligible for trips (i.e., ports trips, field trips), only after one year of employment in a regular run. In an emergency situation only, substitute driver(s) may drive regular extra runs, (BOCES run, 3:30 p.m. run, 5:30 p.m. run), for which regular driver(s) is not available.
- 2.6 Special Circumstances: Minimum of one (1) hour for add-on (tutor/home run trip) not partial payment.
- 2.7 If a bus driver or bus aide reports to work and his/her run is cancelled before leaving school grounds, the driver or aide may be reassigned and will be paid for his/her regular route or the reassigned route, whichever is longer. If no other route exists to which the driver or aide can be assigned, then (s) he shall receive one (1) hour of pay. If the route is cancelled after the bus has left the school grounds, then the driver and aide, if any, shall be paid based upon hours worked.
3. A substitute driver shall be given one year of service credit for each three hundred seventy (370) trips driven. Service credit shall mean salary adjustment and not seniority credit. All substitute service (long and short term) will accrue time toward the three hundred seventy (370) trips driven for one year of service.
4. All bus drivers shall attend mandatory instruction sessions each school year, and shall be paid at their hourly rate provided they remain in attendance during the entire instruction session(s).
5. The District will abide by the certification requirements for all drivers for the transportation of school children. When a driver is requested during school hours, a regular driver will be assigned if available.
6. A driver may be required by an administrator to attend a meeting or conference, and shall be paid at the driver's hourly rate for the time required to attend.
7. Summer Runs: An employee assigned to a summer route shall be granted use of up to two (2) accumulated sick leave days per summer; however, no days shall be accrued during summer employment.

8. A driver may be required by an administrator to attend performance testing, drug or road testing, and shall be paid at the driver's hourly rate for the time it takes to complete the task.

ARTICLE XI HOLIDAYS

1. All 11 and 12 month employees regularly scheduled to work on the following days shall receive those days as paid holidays.

Day BEFORE New Year's Day
New Year's Day
Martin Luther King Jr. Day
Presidents' Day
Memorial Day
Fourth of July
Labor Day
Columbus Day
Veterans' Day
Thanksgiving Day
Day AFTER Thanksgiving Day
Day BEFORE Christmas Day
Christmas Day

2. One day on Good Friday shall be granted as paid holiday time for all employees regularly scheduled to work on that day if school is not in session. If school is in session due to snow days or emergency day makeup, there shall be no holiday.
3. If a holiday falls on a Saturday, it will be recognized on the preceding Friday. If the holiday falls on a Sunday, it will be recognized on the following Monday.
4. An hourly employee will be paid for Memorial Day, Thanksgiving Day, Christmas Day and New Year's Day.
5. All ten month, salaried employees, will have the following paid holidays:

New Year's Day
Martin Luther King Jr. Day
President's Day
Memorial Day
Labor Day
Columbus Day
Veteran's day
Thanksgiving Day
Christmas Day

ARTICLE XII VACATION

1. A twelve (12) month salaried employee shall receive paid vacation in accordance with the following schedule:

0-5 Years	10 Days
6 Years	12 Days
7 Years	13 Days
8 Years	14 Days
9 Years	15 Days
10 Years	15 Days
11-14 Years	17 Days
15 Years and Beyond	20 Days

2. An eleven (11) month clerical worker who is eligible for vacation shall receive vacation in accordance with the following schedule:

1-3 Years	5 Days
4-5 Years	6 Days
6-7 Years	7 Days
8 Years	9 Days
9 Years	10 Days
10 Years	11 Days
11 Years	11 Days
12 Years	12 Days
13 Years	13 Days
14 Years	14 Days
15 Years and Beyond	15 Days

3. A vacation schedule must be approved by the administration and every attempt will be made to schedule ten (10) working days during the summer recess.
4. Vacation earned by July 1 shall be taken within the current school year (between July 1 and June 30).
5. Vacation will be credited at the beginning of each fiscal school year, starting July 1. In the first year of employment, vacation will be pro-rated for those employees working less than a full year.

ARTICLE XIII LEAVES

1. Sick Leave shall be used for absence necessitated by any physical or mental incapacity due to sickness or accident, and shall be used for such purpose only.

2. **Family Leave** shall be used only in the event of a death or serious illness which requires bedside or household attention by the employee.

Each member of the bargaining unit shall be granted up to three (3) days leave per year, with full pay at no charge to other leave credits; to be used for absences caused by the death or by serious illness requiring bedside or household care by the employee of an immediate family member. If further days are required for this purpose, they will be deducted from the accumulated sick leave of that member up to a maximum of 15 days per year.

Family Leave would apply to employee's spouse, son, daughter, son-in-law, daughter-in-law, parent, father-in-law, mother-in-law, brother, sister, brother-in-law, sister-in-law, aunt, uncle, niece, nephew, grandfather, grandmother, grandchild, step-parent, or step-children.

In the event more than one family member dies in any given twelve (12) month period, an employee may request three (3) additional family leave days per incident, to be deducted from sick leave with the approval of the Superintendent.

3. **Personal Leave** which includes important affairs requiring the presence of the employee, and which cannot be conducted outside of school hours. The employee shall make application for such leave at least forty-eight (48) hours before taking such leave. Personal leave and sick leave days cannot be used for purposes of vacation or other employment. It may not be taken on the work day immediately preceding or following a school holiday or vacation recess period. The Superintendent or his/her designee may approve such use and will notify/consult with the Association President when a request is made prior to a final decision being given. The decision is final and may not be grieved.
4. **Voluntary Firefighters.** Time will be provided for voluntary firefighter job responsibilities if proper notification is given to the supervisor. Time will not count against employee's personal or vacation time if job time is made up.

BENEFITS I - Employees working six (6) hours or more per day.

Sick Leave

An employee receiving Benefits I shall be granted sick leave at one and one-half (1 ½) days per month employed, and unused sick leave may accumulate to two hundred eighty (280) days in 2003/2004, two hundred ninety (290) days in 2004/2005, three hundred (300) days in 2005/2006, and three hundred ten (310) days in 2006/2007.

Family/Personal Leave

An employee receiving Benefits I shall be granted five (5) days for family/personal leave of which two (2) days may be used for personal reasons. An employee who does not use a total of five (5) days family/personal leave days will have up to three (3) days added to their unused sick leave accumulation subject to stated maximums.

BENEFITS II - Employees working less than six (6) hours per day.

Sick Leave

An employee receiving Benefits II shall be granted sick leave at one and one-half (1 ½) days per month employed, and unused sick leave may accumulate to two hundred eighty (280) days in 2003/2004, two hundred ninety (290) days in 2004/2005, three hundred (300) days in 2005/2006, and three hundred ten (310) days in 2006/2007.

Family/Personal Leave

An employee receiving Benefits II shall be granted three (3) days for family/personal leave of which all three (3) may be used for personal reasons. An employee who does not use a total of three (3) family/personal leave days will have one (1) of these days added to their unused sick leave accumulation subject to stated maximums.

Family Medical Leave

In accordance with the Family and Medical Leave Act of 1993, the District will grant family and medical leave for a total of twelve (12) weeks per twelve (12) month period to eligible employees. Any amendments to the Family Medical Leave Act of 1993 will be provided to unit members. Leave time beyond the twelve (12) weeks provided for herein shall only be limited by the provisions of Article XIII. Family Medical Leave will begin as of the first day of the period of extended absence, regardless as to whether the leave is paid.

5. An employee shall be granted time necessary for appearance in any legal proceeding connected with the employee's employment, the school system, the performance of jury duty, or because he/she has been subpoenaed in a legal matter in which he/she is not personally involved. An employee taking such leave shall have deducted from his/her pay any fees he/she receives as a juror or witness not to exceed his/her daily pay.
6. Whenever an employee uses one or more days of sick leave, it shall be deducted from his/her accumulation, whether or not it is necessary to hire a substitute.
7. A doctor's certificate may be required at any time at the discretion of the Superintendent except that such certificate shall not ordinarily be required for absences of less than three (3) days unless there is reason to believe that the absence may not be appropriately charged to sick leave.
8. Upon returning to work from an absence in which sick leave, family, or personal leave benefits are claimed, each employee will immediately file with his/her immediate supervisor an "Employee Absentee Report".
9. The Superintendent shall, at the end of each school year, file with the Clerk of the Board of Education, and deliver to each employee a statement of the sick leave used during the year and also the unused accumulated sick leave at the expiration of the school year.
10. A regular bus driver, nurse, teacher aide and cafeteria employee shall not be required to work on excused snow days when school is closed due to weather emergency. On such days, a reasonable amount of tardiness shall be excused for clerical employees at the discretion of the Superintendent.
11. The District will maintain, without expense to individual employees, disability benefits which provide benefits for up to twenty six (26) weeks of absence due to illness or injury. The benefit will be provided as follows:
 - 11.1 To qualify for benefits you must be under the care of a medical doctor who completes and signs a doctor's statement as proof of your disability.
 - 11.2 Disability benefits are 50% of average weekly wages (based on your last eight (8) weeks of paid employment) with a maximum benefit of \$150 per week.

- 11.3 Disability benefits will begin on the eighth (8th) consecutive day after an employee's sick leave has been exhausted and are payable for a maximum of twenty six (26) weeks of time the employee was regularly scheduled to work (10 months, 11 months, 12 months). However, no disability benefits will be provided for the first thirty one (31) calendar days of the disability.
(In no event shall the waiting period exceed thirty one (31) calendar days of the disability.) (In no event shall the waiting period exceed thirty one (31) calendar days.)
- 11.4 You must file your claim using the form provided by the District within twenty (20) days after you become disabled.
- NOTE: Benefits are payable only for non-occupational disabilities.
- 11.5 Disability benefits are not provided if the disability is caused by the result of pregnancy.
- 11.6 A description of these benefits and the form for filing may be obtained from the Business Office.
12. Any employee whose employment terminates during the year and who has used all of his/her family/personal leave credit for that year shall have deducted from his/her last salary payment the value of any family/personal leave used but not earned.
13. Any employee who terminates his/her employment is expected to give the District two weeks' notice in writing.

ARTICLE XIV CHILD REARING LEAVE

The District shall make available to all eligible employees in this negotiating unit, child rearing leaves, in accordance with all relevant provisions of State and Federal Law, and in accordance with all applicable requirements of the Federal Equal Opportunity Commission. An employee returning from a leave of absence for child rearing leave, having worked a minimum of five (5) months of the school year at the time of departure, shall return to the same or similar job at the next higher step.

ARTICLE XV RETIREMENT

1. All employees who qualify shall be entitled to enroll in the New York State Retirement Plan know as 75-I.
2. The District shall make available to all eligible employees enrolled in the Retirement Plan death benefit coverage under Section 60(b) of the New York State Retirement Law.
3. The District shall provide the benefits of Section 41, subdivision-J of the Retirement and Social Security Law as presently or hereafter amended, granting allowance for unused sick leave for eligible employees to be applied as additional service credit upon retirement. This benefit is based upon the legal maximum amount of days.

4. For employees who are not members of the New York State Employees Retirement System, the District will pay for a maximum of two hundred sixty (260) unused sick days at the employee's then current rate of pay not to exceed a daily pay rate of \$55 per day. The employee must be at age 55 with at least fifteen (15) years of service in the District.
5. For employees who are members of the New York State Employees Retirement System, the District will pay a maximum of two hundred ten (210) unused sick days at the employee's then current rate of pay not to exceed a daily pay rate of \$30 per day. The employee must be at age 55 with at least fifteen (15) years of service in the District.
6. At least thirty (30) days prior to retirement, an employee shall notify the District, in writing, as to the distribution of unused sick days per Article XV, Section 3 and Section 5.

ARTICLE XVI HEALTH INSURANCE

February 1, 2010

MEMORANDUM OF AGREEMENT

BY AND BETWEEN

THE SCHOHARIE CENTRAL SCHOOL DISTRICT AND THE SCHOHARIE CENTRAL EMPLOYEES' ASSOCIATION

The Schoharie Central School District ("District") and the Schoharie Central Employees' Association ("Association") hereby enter into this Memorandum of Agreement in regard to Article XVI of the collective bargaining agreement in effect for the period July 2, 2003 to June 30, 2007. The terms of this Memorandum of Agreement shall not become effective unless and until ratification by the members of the Schoharie Teachers Association (STA) and the subsequent approval and ratification by the Board of Education of the District of a successor agreement to the 2003-2007 agreement between the STA and the District. All other provisions of the July 1, 2003 – June 30, 2007 collective agreement between the parties shall be continued until and unless modified through negotiations between the parties.

1. The District shall provide to members of the bargaining unit a choice of the Blue Shield Par Plus Health Insurance Plan or, effective July 1, 2010, Blue Shield Preferred Provider Option Option (PPO 813).

(a) Prescription coverage will be provided through Express Scripts National Preferred Formulary plan, at the following costs:

2007-08, 2008-09 and 2009-2010 - \$5 Co-pay Generic
\$8 Co-pay Non-Generic and
\$10 Co-pay Mail Order – 90 days

2010-11 and thereafter - \$5 Co-pay Generic
\$15 Co-pay Non-Generic and
\$20 Co-pay Non-Formulary Drugs
Mail Order – 90 days' supply, for two (2) co-pay

Also beginning July 1, 2010, all newly prescribed medications will be subject to the Step Therapy Program as provided under the Express Scripts National preferred Formulary.

1. (b) The rate of contribution toward the health insurance and prescription drug premiums shall be as follows:

2015-2016 90.5% by District and 9.5% of entire
Premium by Employee, for Individual Coverage.

85% by District and 15% of entire
Premium by Employee, for family Coverage.

2016-2017 90% by District and 10% of entire
Premium by Employee, for Individual Coverage.

85% by District and 15% of entire
Premium by Employee, for family Coverage.

2017-2018

89.5% by District and 10.5% of entire
Premium by Employee, for Individual Coverage.

85% by District and 15% of entire
Premium by Employee, for family Coverage.

(c) Deductibles/Co-Pays:

Indemnity Plan:	Deductibles for individuals will be \$100 and for family will be \$200.
PPO:	\$15 co-pay

In the event any of the above named plans cease to be available, the Parties agree to form a joint health insurance committee consisting of the Superintendent of Schools and two other District designees and the President of the Schoharie Central Employees Association and two Association designees. The committee shall be responsible for reviewing and recommending a replacement plan, subject to Board and Association approval.

- 1.1 For the duration of this Agreement, in the event that any additions or modifications are made in the coverage provided to teachers, said changes shall apply to employees of this unit. Representatives appointed by the President of this unit shall be involved in any District-wide committee discussions that may occur in the future regarding insurance coverage.
2. Except for the bus drivers, employees hired after July 1, 1989 shall be eligible for health insurance only if employed for six hours per day or more. All currently employed employees as of July 1, 1989, whether participating in the plan or not, shall be subject to this restriction. In the event that a currently employed employee as of July 1, 1989, leaves employment as a result of approved leave or lay off and returns subsequent to July 1, 1989, that employee shall not be subject to this restriction.
3. Full coverage is based on a six (6) hour day. Part-Time employees who work between five (5) and six (6) hours will be provided health insurance. The employer and employee will equally share (50/50) the cost of the individual or family premium. After six (6) years of uninterrupted employment in a five (5) hour position, the employee will then be provided health insurance at the Benefit I category level. All other benefits for employees working less than six (6) hours will not increase.
4. **Retiree Coverage** Health Insurance coverage for employees hired prior to July 1, 1999 and who retire from full-time service with the Schoharie Central School District, and who have completed five (5) years of full-time equivalent service, (as defined in 2 above) shall have individual health insurance paid by the District in the amount of 100 percent, with family health insurance coverage paid in the amount of 50 percent. Upon the death of the covered retiree, spouses may continue coverage by paying the District for all premium costs.
 - 4.1 All post 1999 employees must complete ten (10) years of full-time equivalent service to receive retiree health insurance coverage at the above rate.
5. The District will make available to members of the bargaining unit a Flexible Benefits Plan under Section IRC 125, (effective September 1, 1996).

6. Effective as soon as possible after ratification by the STA of an agreement with the District which provides a vision plan, the District shall provide a vision plan to all active and retired bargaining unit members and their dependents. The District's obligations under the SIEBA arbitration shall be eliminated and deleted from the contract at that time. Upon death of the covered retiree, spouses may continue coverage by paying the District for all premium costs. Administration of the plan will be the District's responsibility. The plan will comply with the HIPAA Law.

Health Reimbursement Account (HRA)

Each active bargaining unit member will have access to a Health Reimbursement Account (HRA). The District will fund said account in the amount of \$650 per year, up to a maximum available amount of \$1,750, to be used for dental and hearing aid expenses. This account may be used for a member's spouse or dependent children. At no time will more than \$1,750 be available for use by any member. Administration of the HRA will be the District's responsibility. Reimbursement to unit members shall be within a reasonable time frame.

All claims for each school year are to be mailed to the District's Plan Administrator (currently Benetech) by June 30th. Any services performed in the prior fiscal year may not be claimed in the following fiscal year when HRA carryover is involved. Fiscal year runs July 1 through June 30.

7. Health Insurance Buyout – Each employee who waives health insurance coverage for any school year shall receive one-half of the following payment on the first payroll in January and the first payroll in June for that year. Effective January 1, 2014.

Individual \$1,200 Family \$1,400

An employee will be entitled to a Family Buyout only if they have purchased the Family Health Insurance for the preceding year; otherwise, the employee will be entitled to only the Individual Buyout amount.

- 7.1 Employees who wish to waive health insurance coverage must provide written notice to the District's Business Office each year, before June 1 (for 2004/2005, it will be September 1) of his/her desire to waive coverage, effective July 1 (for 2004/2005, it will be September 1). New hires should submit their insurance waiver upon being hired. Such written notice must be accompanied by proof that the employee has alternate health insurance coverage.
- 7.2 An employee who has waived coverage may, during any given school year, opt back into one of the District's Health Plan due to a change of circumstances resulting in a loss of alternate coverage. The times and procedures for opting back in shall be governed by the rules and regulations of the District's insurance provider.
- 7.3 If an employee is married to another District employee and the couple receives a family plan through the District, the employee who is not the named policy holder will be entitled to receive the full individual buyout amount.
- 7.4 Employees who retire from District service and have elected the buyout option in their last year of employment shall have the opportunity to be reinstated to one of the District sponsored health insurance plan effective on the date of retirement.

ARTICLE XVII

PLACEMENT POSTINGS (Seniority)

1. When new openings or vacancies occur, an announcement of the position will be posted outside the business office for at least five (5) days before the position is filled. The District retains the authority to make a temporary appointment to the position during the five day period when it is essential to have the position filled immediately.
2. Qualifications, ability, experience and seniority shall be factors that are considered in filling vacant positions.
3. The District will provide a Seniority List of all employees each year to the SCEA President. The President will maintain the document. The Union will provide a verified seniority list to the District.
4. When an employee is promoted from one grade to another the employee shall be paid no less than that which was paid under the previous grade.

ARTICLE XVIII

REDUCTION IN WORK FORCE

1. Civil Service Employee

When a reduction in staff is necessary, the District will use the Civil Service lay off procedure where it applies to personnel.

- 1.1 When a reduction in the work force takes place, a non-competitive employee will be laid off by inverse order of seniority within job title.
- 1.2 A preferred eligibility list will be maintained by the District for a full-time employee either laid off or involuntarily reduced. For the purpose of notice, personal contact or contact by certified mail to the employee's last known address shall suffice.
- 1.3 All ties will be broken by length of service in the District.

2. Non-Civil Service Employee

A reduction in service for a Non-Civil Service Employee shall be covered by Education Law §2510 and §3013.

ARTICLE XIX HEALTH AND SAFETY

The District and/or its agents shall not require an employee to use equipment or materials or to work in physical facilities when they do not meet the existing health and safety standards established by State, County or the School District's law, rules, procedures and/or regulations.

ARTICLE XX GRIEVANCE PROCEDURE

1. DEFINITIONS

- 1.1 "Employee" shall mean employee, group of employees or the Union representing such employees in the bargaining unit covered under this agreement.
- 1.2 "Representative(s)" shall mean the person(s) designated by the aggrieved employee(s) as his/her or their counsel or to act in his/her or their name and behalf in filing and processing the grievance.
- 1.3 "Grievance" shall mean any claimed violation, misinterpretation or inequitable application of the existing agreement between the Schoharie Central School District and the Schoharie Central Employees Association.
- 1.4 "Immediate Supervisor" shall mean the employee or officer on the next higher level of authority above the employee in the department wherein the grievance exists and who normally assigns and supervises the employee's work and approves his/her time record, etc.
- 1.5 "Superintendent" shall mean that person so designated pursuant to resolution of the Board of Education as the Chief School Officer.
- 1.6 "Decision" shall mean the ruling, determination or report of disposition made by an immediate supervisor, Superintendent, Business Administrator, Board of Education or arbitrator after a grievance is heard or submitted as in this act or procedure.
- 1.7 "Days" shall mean all days other than Saturdays, Sundays, and holidays as listed in this agreement, which shall be excluded in computing the number of days within which action must be taken.
- 1.8 "Business Administrator" shall mean the Business Administrator of the Schoharie Central School District.
- 1.9 "Board of Education" shall mean the Board of Education of the Schoharie Central School District.

2. PROCEDURE

- 2.1 The aggrieved employee and his/her representative(s) or a representative(s) in the name and on behalf of the aggrieved employee shall present the grievance in written form to his/her or the aggrieved employee's immediate supervisor within twenty five (25) days of the alleged violation. The written statement of the grievance shall describe the action or omission giving rise to the grievance (the date, place, and time when such action or omission occurred; and the article of this agreement which the action or omission is alleged to have violated).
- 2.2 The immediate supervisor will endeavor to settle the grievance within six (6) days of its submission. In attempting to resolve the grievance, the immediate supervisor shall discuss the grievance with the employee and his/her representative(s) or if filed by a representative(s) of aggrieved employee, with such representative(s). The supervisor shall make such other investigation as he/she deems appropriate and shall consult with his/her superiors to the extent that he/she deems necessary. He/she shall file the determination in writing with the employee and his/her representative(s) within six (6) days of such submission to him/her as stated above in 2.1
- 2.3 If the grievance is not resolved to the satisfaction of the employee and his/her representative, such representative and/or the employee shall submit the grievance to the Business Administrator within six (6) days after the decision of the immediate supervisor. The appeal to this stage shall include a statement of how the previous decision was incorrect or improper. The Business Administrator, within six (6) days of submission, shall hold a conference with the employee and his/her representative(s) and shall render his/her decision in writing within six (6) days of such conference.
- 2.4 If the grievance is not resolved to the satisfaction of the employee and his/her representative(s), such representative(s) and/or the employee shall submit the grievance in written form to the Superintendent within five (5) days after the Business Administrator's decision. The appeal to this stage shall include a statement of how the previous decision was incorrect or improper. The Superintendent shall hold a hearing within five (5) days after receiving the grievance in written form. The employee and/or his or her representative(s) shall appear at the hearing and present oral or written statements or arguments, and within five (5) days of such hearing, the Superintendent shall render a decision in writing.
- 2.5 If the employee and his/her representative(s) is not satisfied with the decision of the Superintendent, the grievance shall be submitted by such employee and/or his or her representative(s) to the Board of Education via the Clerk of the Board of Education. The appeal to this stage shall include a statement of how the previous decision was incorrect or improper. The Board shall within twenty (20) days hold a hearing on such matter and render their decision in writing within ten (10) days of such hearing. At the hearing, the employee and/or his or her representative(s) shall be allowed to present oral and/or written arguments.
- 2.6 Arbitration – If the grievance is not resolved to the satisfaction of the employee and his/her representative(s), the grievance shall be submitted to binding arbitration by the aforementioned person(s) within ten (10) days of the decision at step 2.4 by written notice to the employer. Within ten (10) working days after such written notice of submission to arbitration, the employer and the Union shall agree upon a mutually acceptable arbitrator.

competent in the area(s) of the grievance, and obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified period, a request for a list of arbitrators will be made to the Public Employment Relations Board by either party. The parties will then be bound by the rules and procedures of the Public Employment Relations Board in the selection of an arbitrator.

- 2.7 The selected arbitrator will hear the matter promptly and will issue his/her decision not later than thirty (30) calendar days from the date of the close of the hearing, or if oral hearings have been waived, then from the date the final statements and proofs are submitted. The arbitrator's decision will be in writing and will set forth his/her findings of fact, reasoning and conclusions on the issue(s). The cost of the arbitrator shall be borne equally by both parties.
- 2.8 The arbitrator shall have no power or authority to make any decision which requires the commission of an act prohibited by law or which is in violation of the terms of the agreement.
- 2.9 The arbitrator's award will be final and binding on the employer and the Union.

3. BASIC PRINCIPLES

- 3.1 It is the intent of these procedures to provide for the orderly settlement of difference in a fair and equitable manner. The resolution of a grievance at the earliest possible stage is encouraged.
- 3.2 An employee shall have the right to present grievances in accordance with these procedures, free from coercion, interference, restraint, discrimination or reprisal.
- 3.3 An employee shall have the right to be represented at any step of the procedure by SCEA or by a representative(s) of his/her own choosing, but no other employee organization may institute a grievance or represent an employee in the processing of a grievance.
- 3.4 The supervisor shall grant reasonable time off without loss of pay to the employee and/or his or her representative(s) for the processing of a grievance.
- 3.5 Each party to a grievance shall have access at reasonable time to all written statements and records pertaining to such case.
- 3.6 All hearings shall be confidential.
- 3.7 If the employer does not answer within the prescribed time limits the employee or group of employees or the SCEA and/or its agent(s) shall be allowed to proceed to the next stage.

ARTICLE XXI MAINTENANCE OF STANDARDS

All terms and conditions of employment in effect in the school system at the time of this agreement signing shall be maintained unless specifically altered or changed by this agreement.

ARTICLE XXII SAVINGS CLAUSE

1. If any article or part thereof of this agreement or any addition thereto should be decided as in violation of any Federal, State, or Local Law; or if adherence to or enforcement of any Article or part thereof should be restrained by a court of law, the remaining Articles of this agreement or any addition thereto shall not be affected.
2. If a determination of decision is made per paragraph 1 of this Article, the original parties to this agreement shall convene immediately for the purpose of negotiating a satisfactory replacement for such Article or part thereof.

ARTICLE XXIII LEGISLATIVE ACTION

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 XXIV PERSONNEL FILE

1. Personnel File

1. Each employee shall have the right to examine his/her personnel file, and to make copies of items contained therein upon giving reasonable notice.
 - 1.1 No material of a derogatory nature may be included in the personnel file unless the employee has been provided a copy.
 - 1.2 The employee shall have the right to submit a written response and have it attached to any material under section 1.1 above.
 - 1.3 A signature to such material under section 1.1 above shall merely indicate receivership of such material but may not indicate agreement with the contents thereof.

- 1.4 An employee may be accompanied by a witness or may designate a Representative(s) of the Association to make the file inspection.

2. Evaluation

There will be an end of the year written evaluation completed for all employees. The supervisor will provide the written evaluation to the employee for review. Employees will be responsible for arranging a time to meet with their supervisor to discuss the annual evaluation. The end of the year review will be signed by both parties and placed in the employee's personnel file.


ARTICLE XXV PROFESSIONAL DEVELOPMENT

1. An employee may be given time to attend conferences, workshops, in-services, District-wide committee work, facilitating, interviewing candidates for the District, courses, college course(s), and all other applicable training, provided such attendance is approved by the Superintendent of Schools. Approved meetings, registration and other conference fees will be paid for by the District.
 - 1.1 For every fifteen (15) accumulated class hours of attendance at conferences, workshops, in-services and courses the District shall pay the employee an additional \$50 per unit on the employee's base salary. Notification must be submitted to the Superintendent's office not later than October 15 to receive a full year credit; notification made after October 15 or before February 1 will receive one-half year of credit. Notification made after February 1 will be paid during September of the subsequent school year.
 - 1.2 An hourly employee's rate of professional development pay will be determined by the number of hours the employee works in a day. Such as:

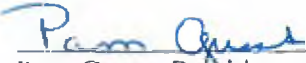
Three (3) hour employee	-	\$.10 increase per hour
Four (4) hour employee	-	\$.08 increase per hour
Five (5) hour employee	-	\$.06 increase per hour

ARTICLE XXVI DURATION


The term of this agreement shall be from July 1, 2015 through June 30, 2018.


Kathryn Gerbino, Interim Superintendent
Schoharie Central School District

6/29/15
Date


Pam Guest, President
Schoharie Central Employees Association

6/29/15
Date


Marion Jacquaw
Schoharie School Board, President

6/29/15
Date

