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Contract Database Metadata Elements

Title: **Sauquoit Valley Central School District and Sauquoit Valley Central School Non-Teaching Association, Operations Unit and Services Unit (2000)**

Employer Name: **Sauquoit Valley Central School District**

Union: **Sauquoit Valley Central School Non-Teaching Association, Operations Unit and Services Unit**

Local:

Effective Date: **07/01/00**

Expiration Date: **06/30/04**

PERB ID Number: **6129**

Unit Size: **80**

Number of Pages: **30**

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Sauquoit Valley Central School
District And Non-Teaching Assn
(Operations/Svcs)

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SAUQUOIT VALLEY CENTRAL SCHOOL DISTRICT

**Agreement
By and Between**

THE CHIEF SCHOOL ADMINISTRATOR

and

**SAUQUOIT VALLEY CENTRAL SCHOOL
NON-TEACHING ASSOCIATION
OPERATIONS UNIT and SERVICES UNIT**

July 1, 2000 - June 30, 2004

**MYS PUBLIC EMPLOYMENT RELATIONS BOARD
RECEIVED**

MAY 18 2001

CONCILIATION

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ARTICLE I

CONDITIONS AND SCOPE OF AGREEMENT

1. The Board of Education of the Central School District No. 2, Towns of Paris, Bridgewater, Kirkland, Marshall and New Hartford, in Oneida County and Towns of Frankfort and Litchfield in Herkimer County, hereinafter known as the employer, consistent with its policy of the State of New York, in furthering a more harmonious and cooperative relationship between its employees, administrators and the members of the Board of Education, which will enhance the educational program of the Sauquoit Valley Central School District, and with the intent of providing an orderly means of settlement of differences, promptly and fairly, as they arise and;

2. To assure equitable treatment of its employees herein, pursuant to the laws of the State of New York, and the rules and regulations, and policies of the employer, which laws, rules and regulations, and policies shall be construed liberally for the accomplishment of this purpose;

3. Hereby agrees to recognize Sauquoit Valley Non-Teaching Association as the sole and exclusive bargaining representative of the Non-Teaching Employees. The Board recognizes two units, Operations and Services, as noted below, within this Association. Such recognition shall be for the maximum period allowable under Section 208C of the Public Employees Fair Employment Act. This agreement is the result of the exchange of mutual promises between the Chief School Administrator and Sauquoit Valley Non-Teaching Association which becomes a binding contract, for the period set forth therein, except as to any provision therein which require approval by the Board of Education and as to those provisions, shall become binding when the Board of Education gives its approval. (Taylor Law Amendment, 204-a; IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OR LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFOR, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL).

Excluded from the bargaining unit shall be the Secretary to the Superintendent; Superintendent of Buildings and Grounds, Transportation Supervisor and District Treasurer.

Services Unit

1. Automotive Mechanic
2. Automotive Mechanic-Bus Driver
3. Bus Driver
4. Bus Driver-Custodian
5. Custodian
6. Laborer
7. Cleaner-Bus Driver
8. Cleaner
9. Building Maintenance Mechanic
10. Monitor/School Bus Attendant

Operations Unit

1. Data Entry Operator
2. Typist
3. Teacher Aide
4. Registered Professional Nurse
5. Clerk
6. Payroll Clerk
7. Account/Clerk Typist

ARTICLE II

DECLARATION OF PLEDGE OF NO STRIKE POLICY

In consideration of the recognition of the employer that the Association is the sole and exclusive bargaining representative of the Employees, the Association does hereby affirm a policy that it does not assert the right to strike against the school system nor will it assist in or participate in any such strike by the employees; nor will it impose any obligation on said employees to conduct, assist, or participate in a strike.

ARTICLE III

GRIEVANCE PROCEDURE

Section I: Declaration of Purpose.

The establishment and maintenance of a harmonious and cooperative relationship between the Board of Education and its non-teaching personnel is essential to the operation of the schools; therefore, it is the purpose of this procedure to secure, at the lowest possible administrative level, equitable solutions to alleged grievances of non-teaching employees through procedures under which they may present grievances free from coercion, interference, restraint, discrimination or reprisal, and by which the Board of Education (hereinafter referred to as the Board) and its non-teaching employees are afforded adequate opportunity to dispose of their differences without the necessity of time-consuming and costly proceedings before administrative agencies and/or in the courts.

Section II: Definitions.

1. A grievance is a complaint by a member in the non-teaching negotiating unit, or by the Association, or by the Board of Education or its representative, that there has been a violation, misinterpretation or misapplication of any provisions of this agreement.
2. The term supervisor shall mean any building principal or immediate supervisor responsible for the area in which an alleged grievance arises except for the chief school administrator.
3. Aggrieved party shall mean any person or group of persons in the negotiating unit, or the Board of Education, or its designated representative who shall file a grievance.
4. The Chief School Administrator is the term used in this agreement to refer to the Superintendent of Schools.

Section III. Grievance Procedures.

1. A Grievance Committee may be formed by the Non-Teaching Association to represent its members. Any grievance may be settled by the aggrieved member personally, or he may take his grievance to the Grievance Committee, who will act for him.
2. All grievances, at this point, shall be in writing on the grievance form (see appendix) and, for the most part, will be taken to the immediate supervisor. If satisfaction is not obtained, the matter may then be taken to the next higher supervisory level, and then to the Board of Education if necessary. Within five (5) days after the conclusion of the hearing, the Board of Education shall render a decision in writing on the grievance.
3.
 - A. After such hearing, if the aggrieved party is not satisfied with the decision, it may submit the grievance to arbitration by written notice to the Board of Education within fifteen (15) school days of the receipt of the decision of the Board of Education.
 - B. Thereupon select an arbitrator in accordance with the rules and regulations of the American Arbitration Association. A second list may be requested by either party.
 - C. The selected arbitrator will hear the matter promptly and will issue a decision as soon as possible after the close of proceedings. The arbitrator's decision will be in writing and set forth his findings of fact, reasoning and conclusions on the issues.
 - D. 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 violative of the terms of this agreement.
 - E. The decision of the arbitrator shall be binding on all parties.
 - F. The costs for the services of the arbitrator, including expenses, if any, will be borne equally by the Board of Education and the Association.

ARTICLE IV

VACATION

1. Vacation time applies only to those non-teaching employees working a full 35 to 40 hour week for a full 52 weeks.

Previous service for less than 52 weeks shall be prorated and added to employee's credit for purpose of establishing years of service under this Article.

2. After one year of service, the employee is entitled to two weeks, (10) days of paid vacation when school is not in session subject to the immediate supervisor's approval.
3. During the sixth full year of service and each full year thereafter, the employee is entitled to one additional vacation day up to a maximum of 20 days per year. Vacation days are not cumulative from one school year to the next and are to be used at a time when school is not in session. Any change from this schedule must be approved by the Chief School Administrator.
4. Upon termination of employment, the employee will be paid for unused earned vacation.

Any non-teaching employee who has worked more than one year full-time, for the district, upon termination will be entitled to vacation days earned on a pro-rated basis.

ARTICLE V

HOLIDAYS

1. All regular non-teaching employees who work 35 to 40 hours per week for 52 weeks are entitled to the following 14 paid holidays:

Independence Day	Day before New Year's
Labor Day	New Year's Day
Columbus Day	Martin Luther King Day
Veterans' Day	Lincoln's or Washington's Birthday
Thanksgiving Day	(determined by Board of Education)
Day following Thanksgiving	Good Friday
Day before Christmas	Memorial Day
Christmas Day	

2. All non-teaching employees who work 35 to 40 hours per week for the period established by the school calendar plus 10 days are entitled to the following 11 paid holidays:

Labor Day	New Year's Day
Columbus Day	Martin Luther King Day
Veterans' Day	Lincoln's or Washington's Birthday
Thanksgiving Day	(determined by Board of Education)
Day after Thanksgiving	Good Friday
Christmas Day	Memorial Day

3. All non-teaching employees who work 35 to 40 hours per week for the period established by the school calendar are entitled to the following 10 paid holidays:

Columbus Day	New Year's Day
Veterans' Day	Martin Luther King Day
Thanksgiving Day	Lincoln's or Washington's Birthday
Day after Thanksgiving	(determined by Board of Education)
Christmas Day	Good Friday
	Memorial Day

4. All non-teaching employees who work 15 to less than 35 hours per week for the period established by the school calendar are entitled to the following 8 paid holidays:

Columbus Day	Martin Luther King Day
Thanksgiving Day	Lincoln's or Washington's Birthday
Christmas Day	(determined by Board of Education)
New Year's Day	Good Friday
	Memorial Day

5. All non-teaching employees will work school days when students are scheduled. If students are scheduled to be in school on what would have otherwise been a paid holiday, a make-up holiday can be taken any time prior to June 30 of that year with prior approval of an immediate supervisor.

ARTICLE VI

LEAVE

1. **Sick Leave**

- A. Non-teaching employees who work 52 weeks per year are entitled to 12 days of sick leave per year.
- B. Non-teaching employees who work 25 to 40 hours per week for the period established by the school calendar, or for the period established by the school calendar plus 10 days are entitled to 10 days of sick leave per year.
- C. Non-teaching employees who work less than 25 hours per week for the period established by the school calendar are entitled to 5 days of sick leave per year.
- D. All sick leave is to be accumulative on an unlimited basis.
- E. The Board of Education reserves the right to require a medical certificate in any cases of illness.

2. Family Leave

- A. Non-teaching employees who work 25 hours and over per week are entitled to a maximum of 5 days per school year for death in the immediate family and up to two days for serious health condition in the immediate family. Immediate family is defined as spouse, parent, sibling, child, grandparent, grandchild or in-laws in the same classification.
- B. Family leave days are not to be deducted from the number of days allowed for sick leave, where appropriate.
- C. Family leave days are not accumulative from one school year to another.
- D. Non-teaching employees working less than 25 hours per week are entitled to five (5) days for only death in the immediate family (husband, wife, mother, father, brother, sister, son, daughter, or in-laws in the same classification).

3. Personal Leave

All non-teaching employees working at least 25 hours per week for the period established by the school calendar may receive 3 personal days with pay each year.

- A. Two of which may be granted by stating, "Personal Business" only.
- B. One day for 25-hour employees may be granted for legal, ceremonial commitments, or funerals that must be conducted within the working hours of the employee.

Legal - house closings, income tax hearing, court appearance, probating wills, obtaining licenses, compensation hearings.

Ceremonial - graduation of spouse or child; participation in baptism, confirmation or weddings.

All employees who work less than twenty-five (25) hours, but greater than or equal to twenty (20) hours per week for the period established by the school calendar, may receive one (1) personal business day with pay each year and one (1) personal day with pay each year for legal (such as house closings, income tax hearing, court appearance, probating wills, obtaining licenses, or compensation hearings), ceremonial commitments (such as graduation of spouse or child, participation in baptism, confirmation or weddings) or funerals that must be conducted within the working hours of the employee. These will be non-cumulative.

- C. If at the end of the year the Personal Business Days have not been used, they will be added to accumulated sick leave.

4. Child Care Leave

- A. A child care leave of absence may begin at any time during the months prior to the anticipated birth of a child or foster placement. A 30-day written notice is required. The school district may require a doctor's certificate to continue work during pregnancy.
- B. An employee granted maternity leave shall be eligible for sick leave pay within the employee's accumulated sick leave for the school work days that the employee is unable to work due to physical disability. The employee's attending physician must certify that the physical disability prevents the employee from working. Sick leave will be based upon the period of time certified by said physician.
- C. Up to 2 years will be granted as unpaid leave of absence. (For purposes of this section, date of adoption of pre-school child shall have same effect as date of birth).
- D. An employee may return prior to the end of the unpaid leave of absence provided that the district has received 45 days written notification of a desire to return and such return is scheduled at the beginning of a semester.
- E. An employee will not be given salary schedule credit for the period of time on leave.
- F. Bargaining unit members shall not be entitled to sick leave during an unpaid leave of absence.

5. Sick Leave Bank

The purpose of this benefit is to provide protection for any non-teaching employee who has a disabling illness or accident which would prevent the employee from effectively functioning in his/her capacity. The Bank is initiated (July 1, 1991) with 132 full days to be used for any disabling illness or accident. The criterion for the awarding of this benefit would be:

- A. The employee shall have exhausted his/her regular sick leave accumulation.
- B. The employee shall have been employed by the school district for a minimum of one school year.
- C. As a result of a disabling illness or accident outside the course of employment, the employee must be unable to perform his/her duties as certified by competent medical opinion.

- D. The employee must request the use of the Bank in writing to the Superintendent.
- E. The determination of eligibility will be made by the Superintendent and his decision is final and is not subject to any appeal.
- F. There will be five (5) continuous days of absence beyond the accumulated sick leave to become eligible for benefits in the Bank. Thereafter, pay will continue as usual.
- G. An employee is limited to seventy-five (75) days per year.
- H. Days used from the Sick Leave Bank will be replenished on a voluntary basis when the Bank is depleted. Each employee will be allowed to contribute one (1) of their accumulated sick days. The days in the Bank will be prorated on the basis of full or partial days.

6. Military Leave

Those employees required by federal government to perform a military duty, necessitating their absence from school duties, shall:

- A. Lose no seniority time while absent, and
- B. Be permitted to continue in health and dental insurance at their own expense.

7. Jury Duty

Any non-teaching employee called for jury duty will be reimbursed at normal day's pay while serving on jury duty. -If the employee is dismissed before noon from jury duty, he/she is to report to work for the remainder of the normal workday.

ARTICLE VII

INSURANCE

A. Group Health Insurance Plan

Those employees who work less than 25 hours per week shall be eligible to participate in the Group Health Insurance Plan at their own expense.

For employees who work 25 hours per week or more, the Board of Education shall pay (effective July 1, 1988) 85% of the cost for the employees in the family plan and 95% of the cost for the employees in the single plan.

Effective July 1, 2002, the District shall contribute 82.5% of the cost for the employees in the family plan and 92.5% for employees in the single plan.

Effective July 1, 2003, the District shall contribute 80% of the cost for the employees in the family plan and 90% for the employees in the single plan.

The current agreement for Bus Drivers Health Insurance shall become part of the Collective Bargaining Agreement and shall have no sunset.

Effective July 1, 1998, the employee's cost for prescription co-pay shall be \$8.00 for brand name, \$3.00 for generic. However, the co-pay for the mail order program shall continue to be \$0.

Effective July 1, 1998, the District may offer the GHI Select PPO as an option to the current employees. This shall be a strictly voluntary option.

With the exception of the Prescription co-pay listed above, there shall be no change in the carrier or benefit level as offered prior to July 1, 1998.

B. Group Dental Plan

Only those employees who work 25 hours per week or more are eligible to participate in the Group Dental Insurance Plan.

The District will pay up to \$18.00 per month per participating bargaining unit member.

C. The District will provide a \$5000 life insurance policy for employees who are in the Health Plan.

D. Retirees' Health and Dental Insurances.

For employees who retired before July 1, 1991, and had been covered by Group Health Insurance (above), the Board of Education shall pay 65% of the cost of retirees in the single plan and 45% of the cost of retirees in the family plan.

For those who retire on or after July 1, 1991, the Board of Education will pay 100% (minus \$1.00 per year) of the individual plan and 45% of the family plan for all eligible retirees for health insurance and the amounts specified above (Section B) for dental insurance.

E. Effective July 1, 1998, the District shall offer a Section 125 Plan to the employees. All administrative costs for such program shall be paid by the District.

ARTICLE VIII

RETIREMENT PLAN

New York State Employees' Retirement System - Tier Three Membership

1. Those persons who enter public employment on or after July 1, 1976, and who are engaged in full-time positions, will be mandatory Retirement System members.

2. Those persons who enter public employment on or after July 1, 1976, and who are engaged in other than full-time positions (such as part-time or seasonal employment) will not be required to join the Retirement System, but may do so at their option.

ARTICLE IX

WAGES

1. Paid Holiday

When a paid holiday falls on a weekend, the C.S.A. will determine whether the paid day off is taken on a workday before or after the holiday weekend.

2. Overtime and Other Pay

- A. Non-teaching employees are to be paid at the rate of time and one-half for overtime. This is to be figured on all time over 8 hours per day and 40 hours per week. Sick days are to be counted just as if the employee had worked his normal number of hours for that day in calculating time for overtime pay.
- B. Any non-teaching employee who is eligible to receive sick leave, personal days, holidays, family days or snow day pay will receive the hours they would normally work on that day. (These hours would not include pre-scheduled overtime or extra trips.)
- C. If no volunteers are found, overtime shall be assigned using a rotating seniority list of all persons in categories eligible to do the work.

3. Extra Bus Trips

Extra bus trips are to be paid at the individual's hourly rate or the same step on the bus driver's schedule, whichever is higher.

4. Snow Days

All non-teaching employees will receive their normal daily pay for snow days up to a maximum of the number of snow days pre-scheduled into the school calendar. If an employee is required to work on a snow day, he/she will be paid his/her normal hourly rate for hours worked on that day. Employee(s) required to work on a snow day will be provided with compensatory time off with pay, at the rate of one hour for each hour worked. Compensatory time shall be arranged between the employee and the Supervisor.

5. Lunch Period for Custodians

Custodians who begin work at 2:00 P.M. or later are entitled to a 1/2-hour lunch to be taken during their 8-hour period. Any custodian who begins work before 2:00 P.M. will take his lunch period on his own time.

6. Deductions

Upon completion of the proper forms, all non-teaching employees may elect to have the following deductions from their paycheck:

- A. First Source Federal Credit Union.
- B. United Way - deductions will be made from the first 10 checks following the annual United Way drive.
- C. Association dues, local, state and national shall be deducted in equal installments, from the first ten checks (beginning with the first check in October) upon written authorization by the employee, and be transmitted to the local Association. The dues (amount specified by the Association at the beginning of each school fiscal year) shall be deducted within thirty (30) days of submission of authorization. Employee(s) may withdraw authorization at any time.
- D. NYSUT Benefit Trust.
- E. Payroll deductions for tax sheltered annuities shall be granted upon request by a non-teaching employee. This must be in writing and directed to the Business Office on the appropriate form supplied by the insurance company. The same amount is to be specified for deduction from each paycheck. In order to terminate the program, the non-teaching employee must notify the insurance company, in writing, and forward a copy to the school business office. Failure to notify the school business office will result in a continuation of deductions.
- F. Employees have the option for direct deposit of net pay to Fleet Bank. Transfer may be made to other participating banks and credit unions.

7. Even Distribution of Salary

Non-teaching employees who work 25 to 40 hours per week for the period established by the school calendar or more, may elect to have their annual salary evenly distributed over the term of their regular assignment.

8. Salary Information

Any other salary adjustments will be made on the recommendation of the employee's immediate superior and the approval of the Chief School Administrator.

9. Uniforms.

Laborers, Mechanics/Bus Drivers, and Custodian/Bus Drivers will be eligible for reimbursement for uniforms for one-half the cost after having rented the uniforms for a period of one year. Maintenance staff who purchase work related footwear, (excludes sneakers), shall be reimbursed up to fifty dollars (\$50.00) per fiscal year by producing a receipt for the Business Office.

10. Employment of District Retirees

- A. The retirement pay for unused sick days and earned vacation will be paid at the rate that the employee would receive if he/she were going to work the next school year. Payment for sick time will be computed according to the number of hours stated on the wage agreement.
- B. Retired employees who return to work on a part-time basis after retirement will have their rate of pay frozen at the rate they would have been eligible for had they worked one additional year.
- C. Retired employees are not eligible for any benefits afforded active employees. Example: retired employees are not eligible for holidays, sick days, personal leaves, etc.

They are already receiving the benefits that they have earned under retirement.
- D. Employees may elect to have earned vacation and sick time pay distributed over the remainder of the calendar year.

11. Mileage Reimbursement

The District shall reimburse any non-teaching employee for their use of personal vehicle on approved official business at the most recent rate per mile established by the Board of Education at its Annual Organizational Meeting.

Mileage expense vouchers shall be submitted to the Chief School Administrator within five (5) working days from the conclusion of the aforementioned official business.

12. Ten Minute Break

All Aides who work a minimum of three and one-half (3-1/2) hours per day shall be entitled to a ten minute break with pay.

13. Nurses' Summer Work

All school nurses shall be eligible for up to ten-(10) days additional payment for days worked prior to the start of the school year. These days shall be with the approval of the Building Principal.

14. Nurses' Graduate Credits

- A. Undergraduate courses in subject matter pertinent to a nurse's field may be accepted for credit toward salary increments on the basis of two-(2) hours credit for every three-(3) undergraduate credit hours.

Note: The decision regarding pertinence of the course taken to the nurse's field to be determined by the Chief School Administrator.

- B. Pertinent Graduate courses apply as one credit for each credit granted.

Graduate hours will be paid in the amount of \$71 per hour, for credits beyond the Bachelor's level, in blocks of five (5) up to a maximum of one hundred twenty (120).

- C. Nurses who have earned course credit toward salary differentials on the salary schedule must submit an official transcript or official notice to the Chief School Administrator before authorization is made for payment.

Authorization for a change in salary status in accordance with the salary schedule will be instituted by the Chief School Administrator.

1. Transcripts or official notice for courses completed between September and January must be submitted on or before March 1st in order to receive salary credit for such courses. If this changes the salary status in mid-year, payment for half the differential will be made during that school year.
2. Transcripts of official notice for courses completed between February and August must be submitted on or before September 30 in order to receive salary credit for such courses.

In-Service Courses and Curriculum Development for In-Service Courses

Professional Educational Improvement Courses shall be rated at one (1) graduate credit for every fifteen-(15) in-service hours (paid in-service courses are excluded).

Nurses shall keep in-service hours records and submit them to the District after fifteen (15) hours have been accumulated.

A nurse who opts to receive credit under the provisions of this article shall not be eligible for further compensation under Article XIII, Section F.

15. Nurses shall be paid for one-hour bi-monthly to facilitate a department meeting outside of normal school hours.
16. All laborers who become eligible and reachable on the Custodial Civil Service list shall be promoted to Custodian.

ARTICLE X

PAY PERIOD

1. All non-teaching employees will be paid in full bi-weekly, with the exception of those employees who elect an even distribution.

2. Paychecks will normally be distributed on Friday morning. When the regular payday falls on a holiday, paychecks will be distributed on the last banking day immediately preceding the holiday.

ARTICLE XI

APPOINTMENT NOTICE

All regular non-teaching employees will receive a General Appointment Notice by June 30 for the following year with the following information:

- Job Title
- Grade and step on the salary schedule
- Hourly rate
- Hours per day
- * Days per year (includes paid holidays and vacation)
- * Annual Salary

* For part-time employees, these are approximations, depending on the actual number of days that school is in session.

ARTICLE XII

DURATION OF CONTRACT

This agreement shall continue in effect for a period of four (4) years, from July 1, 2000 to June 30, 2004.

ARTICLE XIII

OTHER WORKING CONDITIONS

- A. School Calendar. Prior to the recommendation of the CSA to the Board of Education concerning the school calendar, a copy of the proposed calendar will be presented to the Association President.
- B. Transportation.
 1. The District will develop a list of drivers who want extra trips.
 2. Extra trips will be assigned on the basis of rotating the drivers on this list.
 3. One-year experience driving class and/or size of vehicle is desired.
 4. Transportation Supervisor may use his judgment on long trips and/or special situations.
 5. Extra trips should originate after regular work schedule. Special arrangements may be made at the discretion of the supervisor.

6. Bus drivers may be reimbursed for meals when the trip is of an extended nature that requires them to be out of the District more than 4 hours.
7. District has the right to allow a teacher and/or coach who has a regular NYS drivers license to take extra trips that involve their students as long as the school vehicle has a capacity of 7 passengers or less.

C. Vacancies.

1. All vacancies shall be posted for ten (10) working days during which time employees shall have the opportunity to apply for the job.
2. All vacancy notices shall be posted in the Business Office, with one copy being posted in each school building, and one copy posted in the Bus Garage. Further, the union President shall be copied on all such notices. The President shall also be notified of all filled vacancies.
3. No vacancy will be filled sooner than two (2) weeks. The District shall make every effort to fill each vacancy no later than two months after posting.
4. All postings shall include hours, shift and work location of position.
5. A.) Bargaining unit members who meet the qualifications of a posted position and possess substantially equal qualifications, shall be given preference over non-unit candidates.

B.) In cases where the District has reasonably determined two or more bargaining unit members have substantially equal qualifications, the employee's seniority shall be the determining factor in filling a vacancy.
6. All transfers within the same grade shall guarantee the same hourly wage.

All promotions shall guarantee a minimum of a 5% increase in pay. For the purpose of this article, a promotion shall mean movement from one job to any job within a higher salary grade. (Example: If a Laborer at Step 15 receives a promotion to Custodian, he would be placed on the Custodial step which is at least 5% higher than Step 15 of the Laborer.)

7. Qualified Teacher Aides shall be given preference for any vacant Teaching Assistant position.

Any Teacher Aide who wishes to be considered for vacancies which arise during the summer vacation must notify the Superintendent in writing prior to the first day of summer vacation.

8. Seniority.

For the purpose of this article, seniority shall be defined by the length of service from the original appointment in the District. Original appointment shall be to any permanent, temporary, provisional, or any regular substitute position within the District. All ten-month full-time appointments shall be considered one full year. Any employee who works twenty (20) hours per week or more shall be granted full time credit for all seniority calculations. All employment between ten (10) and less than twenty (20) hours per week shall be prorated at one-half time. All breaks of service, which are not a medical or approved leave of absence, that exceed twelve months shall terminate any claim to past seniority. All breaks of service which are not medical, or approved leave of absence of more than one (1), but less than twelve (12) months, shall be excluded from any calculation of seniority.

D. Annual Review.

All members of the non-teaching staff will be evaluated at least once per year on their job performance by a supervisor or his/her designee. The CSA and SVCSNTA will work together to establish the evaluation form. An employee can request additional evaluations of their job performance.

E. Association - Use of School Facilities.

The Association has the right to the use of school facilities pursuant to policy number 1413. For the purpose of interpreting this policy, it is recognized that the SVCSNTA is considered a school group.

F. Educational Improvement.

If the District requests any non-teaching employee to take educational courses or workshops, employees who do comply shall have all tuition, fees, books and travel costs paid by the District.

G. Job Security.

1. Permanently appointed Labor, Non-Competitive and Competitive Class employees who have successfully completed a twenty-six (26) week probationary period shall not be suspended, dismissed, fined or reduced in pay or grade without proper cause.

An employee may be suspended immediately without pay for a period not to exceed thirty (30) days pending the final determination of charges against him/her.

Such suspensions may take place if District believes employee's continued presence could constitute a disruption or danger to the District, its students, personnel or its mission.

The employee shall be notified, in writing, of the charges and proposed penalties; the employee must file a written appeal at Step 2 of the Grievance Procedure to the proposed penalties within ten (10) working days after receipt of this written notice, or he/she waives his/her rights to the protection of the Article. If the employee is found innocent of the charges stated in the notice, he/she shall be reinstated with back pay.

Nothing in this Article shall limit the arbitrator from imposing a penalty less than the penalty sought upon a finding of guilt. Further, the arbitrator shall not be constrained from restoring any or all of the thirty-(30) day suspension.

The employee waives his/her right to use of this Article if he/she pursues a remedy to the proposed disciplinary action in any other forum, administrative hearing procedure or other legal action.

2. In the event of layoffs within the District, seniority shall be the deciding factor, with employees who have the least seniority within the targeted title being laid off first.
3. Any employee who has been laid off shall be placed on a preferred list for a period of four years.

ASSIGNMENTS

TITLE	MOS. PER YR.	DAYS PER YR.	HRS. PER DAY	HRS. PER YEAR	PD. HOLI- DAYS	PD. VAC.	SICK LV.	FAM. LV.	PER. LV.	ELIG. FOR PAID HEALTH & DEN. INSR.	ELIG. FOR RETIRE. BFTS.

Typist	10	195	7	1365	10		10	5	3	Yes	Yes
Typist	10	206	7	1442	11		10	5	3	Yes	Yes
Typist	11	226	7	1582	11		11	5	3	Yes	Yes
Typist	11	235	7.5	1763	11		11	5	3	Yes	Yes
Typist	12	260	8	2080	14	*	12	5	3	Yes	Yes
Account Clerk-Typist	10	206	8	1648	11		10	5	3	Yes	Yes
Account Clerk-Typist	12	260	8	2080	14	*	12	5	3	Yes	Yes
Payroll Clerk	12	260	8	2080	14	*	12	5	3	Yes	Yes
=====											
Teacher Aide	10	178	<3				5	5**		No	Yes
Teacher Aide	10	186	3 to <5		8		5	5**	0 or 2	No	Yes
Teacher Aide	10	195	6.5-7		10		10	5	3	Yes	Yes
Teacher Aide	10	206	7	1442	11		10	5	3	Yes	Yes
=====											
Nurse	10	195	7-7.5	1365	10		10	5	3	Yes	Yes
				1463							
=====											
Bldg.Maintenance Mech.	12	260	8	2080	14	*	12	5	3	Yes	Yes
Custodian-Bus Driver	12	260	8	2080	14	*	12	5	3	Yes	Yes
Auto Mechanic	12	260	8	2080	14	*	12	5	3	Yes	Yes
Laborer-Driver	12	260	8	2080	14	*	12	5	3	Yes	Yes
=====											
Bus Driver	10	181	1-1/2	272				5			Yes
Bus Driver	10	189	3	567	8		5	5			Yes

* Employee entitled to paid vacation - Article IV, page 3.

** Five (5) days are for only Death in the Immediate Family.

This represents a sample of the benefits available to most employees.

Refer to pages 4-7 for detailed explanation of benefits.

NON-INSTRUCTIONAL 2000-01 SALARY SCHEDULE

STEP	4	5	6	7	8	9	10	11	12	13	14	15	16	17
Grade 1 Aide	7.26	7.63	8.00	8.37	8.74	9.11	9.48	9.85	10.22	10.59	10.96	11.33	11.70	12.07
Grade 2 Nurse				13.64	14.01	14.38	14.75	15.12	15.49	15.86	16.23	16.60	16.97	17.34
Grade 3 Bus Driver		10.06	10.43	10.80	11.17	11.54	11.91	12.28	12.65	13.02	13.39	13.76	14.13	14.50
Grade 4 Laborer	8.47	8.84	9.21	9.58	9.95	10.32	10.69	11.06	11.43	11.80	12.17	12.54	12.91	13.28
Grade 5 Typist		9.66	10.03	10.40	10.77	11.14	11.51	11.88	12.25	12.62	12.99	13.36	13.73	14.10
Grade 6 Building Maint. Mechanic		12.88	13.25	13.62	13.99	14.36	14.73	15.10	15.47	15.84	16.21	16.58	16.95	17.32
Grade 7 Payroll Clerk Acct. Clerk/Typist			10.18	10.55	10.92	11.29	11.66	12.03	12.40	12.77	13.14	13.51	13.88	14.25
Grade 8 Custodian		9.72	10.09	10.46	10.83	11.20	11.57	11.94	12.31	12.68	13.05	13.42	13.79	14.16
Grade 9 Auto Mechanic				12.50	12.87	13.24	13.61	13.98	14.35	14.72	15.14	15.51	15.88	16.25

Longevity .37 paid the first year after the person has moved to the top step, and every three years thereafter.
 12 years .20
 License .15

NON-INSTRUCTIONAL 2001-02 SALARY SCHEDULE

STEP	4	5	6	7	8	9	10	11	12	13	14	15	16	17
Grade 1 Aide	7.86	8.23	8.60	8.97	9.34	9.71	10.08	10.45	10.82	11.19	11.56	11.93	12.30	12.67
Grade 2 Nurse				14.24	14.61	14.98	15.35	15.72	16.09	16.46	16.83	17.20	17.57	17.94
Grade 3 Bus Driver		10.66	11.03	11.40	11.77	12.14	12.51	12.88	13.25	13.62	13.99	14.36	14.73	15.10
Grade 4 Laborer	9.07	9.44	9.81	10.18	10.55	10.92	11.29	11.66	12.03	12.40	12.77	13.14	13.51	13.88
Grade 5 Typist		10.26	10.63	11.00	11.37	11.74	12.11	12.48	12.85	13.22	13.59	13.96	14.33	14.70
Grade 6 Building Maint. Mechanic		13.48	13.85	14.22	14.59	14.96	15.33	15.70	16.07	16.44	16.81	17.18	17.55	17.92
Grade 7 Payroll Clerk Acct. Clerk/Typist			10.78	11.15	11.52	11.89	12.26	12.63	13.00	13.37	13.74	14.11	14.48	14.85
Grade 8 Custodian		10.32	10.69	11.06	11.43	11.80	12.17	12.54	12.91	13.28	13.65	14.02	14.39	14.76
Grade 9 Auto Mechanic				13.10	13.47	13.84	14.21	14.58	14.95	15.32	15.74	16.11	16.48	16.85

Longevity .37 paid the first year after the person has moved to the top step, and every three years thereafter.
 12 years .20
 License .15

***12-Year Longevity** - Any employee beginning their employment January 4th or sooner in a calendar year shall receive their 12-year longevity effective July 1st on or immediately prior to their anniversary. Any employee beginning employment January 5th or after, shall receive their 12-year longevity effective on July 1st after their 12th anniversary.

NON-INSTRUCTIONAL 2002-03 SALARY SCHEDULE

STEP	4	5	6	7	8	9	10	11	12	13	14	15	16	17
Grade 1 Aide	8.46	8.83	9.20	9.57	9.94	10.31	10.68	11.05	11.42	11.79	12.16	12.53	12.90	13.27
Grade 2 Nurse				14.84	15.21	15.58	15.95	16.32	16.69	17.06	17.43	17.80	18.17	18.54
Grade 3 Bus Driver		11.26	11.63	12.00	12.37	12.74	13.11	13.48	13.85	14.22	14.59	14.96	15.33	15.70
Grade 4 Laborer	9.67	10.04	10.41	10.78	11.15	11.52	11.89	12.26	12.63	13.00	13.37	13.74	14.11	14.48
Grade 5 Typist		10.86	11.23	11.60	11.97	12.34	12.71	13.08	13.45	13.82	14.19	14.56	14.93	15.30
Grade 6 Building Maint. Mechanic		14.08	14.45	14.82	15.19	15.56	15.93	16.30	16.67	17.04	17.41	17.78	18.15	18.52
Grade 7 Payroll Clerk Acct. Clerk/Typist			11.38	11.75	12.12	12.49	12.86	13.23	13.60	13.97	14.34	14.71	15.08	15.45
Grade 8 Custodian		10.92	11.29	11.66	12.03	12.40	12.77	13.14	13.51	13.88	14.25	14.62	14.99	15.36
Grade 9 Auto Mechanic				13.70	14.07	14.44	14.81	15.18	15.55	15.92	16.34	16.71	17.08	17.45

Longevity .37 paid the first year after the person has moved to the top step, and every three years thereafter.

12 years .20

License .15

NON-INSTRUCTIONAL 2003-04 SALARY SCHEDULE

STEP	4	5	6	7	8	9	10	11	12	13	14	15	16	17
Grade 1 Aide	9.06	9.43	9.80	10.17	10.54	10.91	11.28	11.65	12.02	12.39	12.76	13.13	13.50	13.87
Grade 2 Nurse				15.44	15.81	16.18	16.55	16.92	17.29	17.66	18.03	18.40	18.77	19.14
Grade 3 Bus Driver		11.86	12.23	12.60	12.97	13.34	13.71	14.08	14.45	14.82	15.19	15.56	15.93	16.30
Grade 4 Laborer	10.27	10.64	11.01	11.38	11.75	12.12	12.49	12.86	13.23	13.60	13.97	14.34	14.71	15.08
Grade 5 Typist		11.46	11.83	12.20	12.57	12.94	13.31	13.68	14.05	14.42	14.79	15.16	15.53	15.90
Grade 6 Building Maint. Mechanic		14.68	15.05	15.42	15.79	16.16	16.53	16.90	17.27	17.64	18.01	18.38	18.75	19.12
Grade 7 Payroll Clerk Acct. Clerk/Typist			11.98	12.35	12.72	13.09	13.46	13.83	14.20	14.57	14.94	15.31	15.68	16.05
Grade 8 Custodian		11.52	11.89	12.26	12.63	13.00	13.37	13.74	14.11	14.48	14.85	15.22	15.59	15.96
Grade 9 Auto Mechanic				14.30	14.67	15.04	15.41	15.78	16.15	16.52	16.94	17.31	17.68	18.05

Longevity .37 paid the first year after the person has moved to the top step, and every three years thereafter.

12 years .20

License .15

***12-Year Longevity** - Any employee beginning their employment January 4th or sooner in a calendar year shall receive their 12-year longevity effective July 1st on or immediately prior to their anniversary. Any employee beginning employment January 5th or after, shall receive their 12-year longevity effective on July 1st after their 12th anniversary.

DURING THE LENGTH OF THIS CONTRACT, EMPLOYEES WILL BE FROZEN ON THEIR CURRENT STEPS RETROACTIVE TO JUNE 30, 2000. THIS FREEZE WILL SUNSET ON JUNE 30, 2004, AT WHICH TIME EMPLOYEES WILL AUTOMATICALLY MOVE ON STEP.

ARTICLE XIV


RETIREMENT PAY

1. Three-fourths (3/4) of their contract daily rate for all unused accumulated sick days.
2. Ten (10) years service in the District.
3. Notice in writing to the Superintendent at least four (4) months prior to date of retirement. Superintendent may waive this requirement at his/her discretion.
4. Retirement under New York State Employees' Retirement System.
5. A lump sum payment will be made on or about the date of retirement.

SIGNATURE PAGE

DATED:

4/24/01




Dr. Robert J. Hanna

Chief School Administrator
SAUQUOIT VALLEY CENTRAL SCHOOL

DATED:

4-24-01



Jackie Gaskell, President

SAUQUOIT VALLEY NON-TEACHING
ASSOCIATION

The Board of Education of the Sauquoit Valley Central School approved those provisions requiring legislative approval in Board Resolution # 139 adopted 11/28/00.


APPENDIX A

MEMORANDUM OF UNDERSTANDING

The fifteen cent (\$.15) differential for licensed people shall be applied in the following manner:

- 1.) Nurses shall have this for each of their working hours.
- 2.) Bus Drivers shall have this for each of their driving hours.
- 3.) Monitor/School Bus Attendants who are required to have licenses, or have them as of March 15, 1996, shall have this pay for each of their hours on a bus.
- 4.) Custodian/Bus Drivers shall receive differential credit for each of their driving hours.
- 5.) Auto Mechanics shall receive three hours credit per day for days during the school year (not during the summer).


FOR THE SAUQUOIT VALLEY NON-TEACHING ASSOCIATION:



JACKIE GASKELL, PRESIDENT

4-24-01
DATE

FOR THE SAUQUOIT VALLEY CENTRAL SCHOOL DISTRICT:



DR. ROBERT HANNA, SUPERINTENDENT

4/24/01
DATE


APPENDIX B

MEMORANDUM OF UNDERSTANDING

1. Pay for runs shall continue to be paid for in accordance with past practice. Runs of less than 1-1/2 hours will be paid for at 1-1/2 hours. Runs of more than 1-1/2 hours shall be paid actual time.
2. Article IX. 2. B. and 3. shall be interpreted in the following manner:


Absent days will be paid on the previous day's run(s). Runs of 1 hour or more, but less than 1-1/2 hours will be paid for at the rate for 1-1/2 hours. Runs of more than 1-1/2 hours will be paid as actual time; but runs of less than 1 hour will be paid for at the rate of one hour.
3. Drivers will fill out the District forms by putting down actual time worked.

FOR THE SAUQUOIT VALLEY NON-TEACHING ASSOCIATION:


JACKIE GASKELL, PRESIDENT

4.24.01
DATE

FOR THE SAUQUOIT VALLEY CENTRAL SCHOOL DISTRICT:


DR. ROBERT HANNA, SUPERINTENDENT

4/24/01
DATE

APPENDIX C

SAUQUOIT VALLEY NON-TEACHERS ASSOCIATION SAUQUOIT VALLEY CENTRAL SCHOOL Sauquoit, New York 13456

MEMORANDUM OF UNDERSTANDING

EARLY RETIREMENT - INCENTIVE PROGRAM

- I. A. An early retirement incentive program is hereby adopted by the Sauquoit Valley Central School District. The purpose of this program is to provide qualified District employees with an Early Retirement Incentive.
- B. Part II of this policy (the "2000 Plan") shall take effect on July 1, 1999, and shall expire on June 30, 2000. Part III of this policy (the Permanent Early Retirement Incentive Plan) shall take effect on July 1, 2001.

II. ELIGIBILITY REQUIREMENTS – 2000 PLAN

- A. In order to be eligible for any payment under this program, the individual must (1) be a full-time professional employee eligible for benefits under the non-teachers' contract, having rendered at least ten (10) years of continuous full-time service to the District; (2) be on the payroll of the District on July 1, 2000, and (3) be fifty-five (55) years of age or older, and eligible to retire under the rules governing the New York State Employees Retirement System.

Employees meeting all of these requirements will be eligible to apply for participation in this program by following the procedures set forth in B below.

- B. Any eligible employee must submit his/her irrevocable letter of retirement to the Board of Education no later than March 1, stipulating an effective date of retirement no sooner than July 1 nor later than August 31 of that year.

III. ELIGIBILITY REQUIREMENTS – CONTINUING PLAN

- A. In order to be eligible for any payment under this program, the individual must (1) be a full-time professional employee having rendered at least ten (10) years of continuous full-time service to the District; (2) be in the first year of eligibility to retire under the rules governing the New York State Employees Retirement System; and (3) be on the payroll of the District on the first day of the school year in which retirement eligibility is first attained.

EARLY RETIREMENT - INCENTIVE PROGRAM (Continued)

- B. Any eligible employee who reaches his/her first year of retirement eligibility between January 1 and August 31 of any year must submit his/her irrevocable letter of retirement to the Board of Education no later than March 1 of that year, stipulating an effective date of retirement no sooner than July 1, nor later than August 31 of that year.
- C. Any eligible employee who reaches his/her first year of retirement eligibility after August 31, but not later than December 31 of any year, must submit his/her irrevocable letter of retirement to the Board of Education no later than March 1 of the next year, stipulating an effective date of retirement no sooner than July 1 nor later than August 31 of the next year.

IV. BENEFITS

Any employee who has met all of the eligibility requirements in Parts II or III above shall be eligible for the following Early Retirement Incentive Benefit.

A qualified employee shall receive a total dollar amount prior to any legal deductions of twenty percent (20%) of the employee's final annual salary.

V. PAYMENT SCHEDULE

The employee shall have the option of selecting one of the following payment procedures:

- A. Within thirty (30) calendar days immediately following the employee's effective date of retirement, the employee shall receive a lump sum check of the total appropriate benefit amount.
- B. The employee shall receive the benefit on a schedule mutually agreed upon between the School District and the employee.

THIS MEMORANDUM OF AGREEMENT IS EFFECTIVE FROM
JULY 1, 2000 THROUGH JUNE 30, 2004

4/24/01
Date

Robert Hanna
Superintendent of Schools

4-24-01
Date

Jodie Sandoz
President - Sauquoit Valley Non-Teaching
Association

APPENDIX D

MEMORANDUM OF AGREEMENT

This Memorandum sets forth the agreement between the Sauquoit Valley School District (the "District") and the Sauquoit Valley Non- Teaching Association (the "Association").

In consideration thereof, the parties agree as follows:

1. All Bus and Bus/School Bus Attendants "runs" shall be assigned as they have been in years past.
2. All "runs" shall remain essentially unchanged, with the exception of normal annual adjustments made at the discretion of the Transportation Supervisor.
3. Article VII of the Collective Bargaining Agreement shall be amended for Bus Drivers and Bus Driver/School Bus Attendants.
4. Such employees who work twenty (20) hours per week or more shall be eligible for the individual health insurance plan, with the District paying 95% of the cost.
5. Should such employee desire the family insurance plan, they shall be eligible provided that the employee shall pay the difference between family and individual insurance.
6. Further, all such employees who desire to participate in the Group Dental Plan, as provided in Article VII, Section B, shall waive their rights to any District contribution.
7. Nothing contained in this agreement shall alter any other benefit in the current Collective Bargaining Agreement that is not outlined in this document.

IN WITNESS WHEREOF, the parties have signed this Memorandum of Agreement as of the 24th day of April, 2001.


DR. ROBERT HANNA

Date: 4/24/01


JACKIE GASKELL

Date: 4-24-01

**Sauquoit Valley Non-Teaching Association
Sauquoit Valley Central School District
Sauquoit, NY 13456**

Memorandum of Understanding

The terms of this memorandum set forth by the parties shall serve as the agreement regarding retirees' health and dental insurance as it shall apply to disability retirement.

I. Eligibility

A. To be eligible for retiree health and dental insurance, a person must, as of the effective date of disability retirement, be eligible for health and dental insurance coverage as a District employee in the bargaining unit.

B. To be eligible an employee must qualify for a disability pension with the New York State Employees Retirement System. This pension may be for ordinary or job-related disability.

C. An eligible employee must have been employed by the District for a period of ten years of service. Years shall be measured in calendar years and shall not be prorated.

D. Finally, as of the effective date of disability retirement, the employee must be within 5 years of eligibility for normal or early service retirement, with or without penalty.

II. Insurance

A. The health insurance shall be the same insurance with the same terms as are provided for in Article VII of the Collective Bargaining Agreement dated July 1, 2000 – June 30, 2004. The District's contribution shall be as set forth in Article VII, Section D.

Mar 28, 2001
Date

Robert J. Hanna
Superintendent of Schools

4/11/2001
Date

Jacalyn D. Lestell
President, Sauquoit Valley
Non-Teaching Association