

# Agreement Between

**NEW HARTFORD CENTRAL SCHOOL DISTRICT**



and

**NEW HARTFORD EMPLOYEES' UNION**



July 1, 2022 – June 30, 2025

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## AGREEMENT

This Agreement is made and entered into between the New Hartford Central School District (hereinafter referred to as the "District") and the New Hartford Employees' Union (hereinafter referred to as "NHEU").

The District and NHEU agree that the provisions of this Agreement are subject to the application of any Federal, State or Local Laws or any regulations or order issued pursuant to such laws.

The parties agree that there shall be no discrimination with respect to any bargaining unit member by reason of race, color, religion, sex, gender identity/expression, sexual orientation, national origin, age, disability, veteran status, marital or domestic partner status, political affiliation, membership in the NHEU or any other status protected by law or by reason of the exercise of any rights conferred by this Agreement or the law by either the District or NHEU. Allegations of a violation of this paragraph shall not be subject to the Grievance Procedure established within this Agreement.

### ARTICLE I RECOGNITION

The District recognizes the New Hartford Employees' Union (NHEU) as the exclusive negotiating representative with respect to terms and conditions of employment and the administration of grievances arising there under for the unit listed as included.

Included: All positions listed on the salary schedules found at Article XXVII of the Agreement.

Excluded: Superintendent's secretary, personnel clerk, business affairs administrative secretary, business office senior account clerk, nurses, and transportation supervisor.

### ARTICLE II NEGOTIATION PROCEDURE

The parties shall exchange proposals in writing and enter into good faith negotiations over a successor agreement at a mutually agreed time. There shall be no new proposals after the first meeting.

### ARTICLE III PAYROLL DEDUCTIONS

- A. The NHEU and its affiliates shall be entitled to the following deductions:
1. Credit Union
  2. Tax Sheltered Annuity
  3. United Fund
  4. Union Dues
  5. VOTE/COPE
  6. National Health Appeal
  7. NYSUT Trust (including Disability Insurance)
  8. NY's 529 College Savings Program

- B. The NHEU agrees to indemnify the District and hold it harmless for any expenses the District incurs due to liability for damages, any litigation expenses or other expenses whatsoever in connection with dues deduction and other payroll deductions granted by this agreement. This indemnification does not pertain to inaccurate or untimely transmittals of payroll deductions by the District.
- C. Effective July 1, 1997, the option of Direct Deposit shall be made available to unit members.

ARTICLE IV  
DEFINITION OF TERMS

- A. Full-Time Employees: Employees working not less than six (6) hours per day on a ten (10), eleven (11), or twelve (12) month annual basis.
- B. Part-Time Employees: Employees working less than six (6) hours per day on a ten (10), eleven (11), or twelve (12) month basis.
- C. Combined Position Employee: An Employee who has been assigned to two (2) part-time positions requiring the Employee to regularly work a total of six (6) or more hours per day, five (5) days per week.
- D. Regular Bus Driver: A bus driver who is permanently assigned to drive a regular bus run before school and after school so that the employee's work schedule consists of at least four (4) hours of work per day and twenty (20) hours of work per week.
- E. Substitute Employees: Employees hired to fill a position on a temporary basis.
- F. School Year: (July 1st through June 30th) - The school calendar is prepared annually by the Chief School Administrator for approval by the Board of Education.
- G. Immediate Family: Parent, sibling, child, spouse or any other member of the family or household who has clearly stood in the same relationship with the employee as any of these.
- H. Retirement: For the purposes of contractual benefits, death will be regarded the same as retirement.

ARTICLE V  
SICK LEAVE

- A. Full-time Employees and Regular Bus Drivers: Full-time Employees and Regular Bus Drivers shall be granted sick leave at the beginning of the school year (July 1 - June 30) as follows:

10 month employees -10 days  
 10½ month employees -10½ days  
 11 month employees -11 days  
 11½ month employees-11½ days  
 12 month employees-12 days

The unused leave in any school year shall be unlimited accumulation. In the event an employee terminates their employment before the end of the school year, sick leave

accumulation will be deducted at the rate of one (1) day per month for the remaining months of that school year.

In the event an employee terminates their employment before the end of the school year (July 1 - June 30), their last check will reflect a deduction at the rate of one (1) day per month for any sick days utilized in excess of those earned according to the months worked since the beginning of that school year.

- B. Part-time Employees: Part-time Bus Drivers paid an hourly rate for regular daily trip assignments are entitled to sick leave not to exceed five (5) days per annum without loss of pay, and the unused leave in any year shall be unlimited accumulation. The reference of five (5) days is defined as five (5) of the employee's workdays.

Monitors and Aides: Monitors and aides paid an hourly rate for regular daily assignments are entitled to sick leave not to exceed 5 days per annum without loss of pay, and the unused leave in any year shall be unlimited accumulation.

- C. Employees will be notified with the first paycheck in September as to the number of sick days accumulated through June 30th.
- D. In case of personal injury sustained in the performance of duty through no negligence of the employee, as determined by the Superintendent, the employee shall receive full pay with no loss of days deducted from accumulated leave to a maximum of thirty (30) days per calendar year. The District will file with the Workers' Compensation Board for reimbursement, to the extent of the employee's Workers' Compensation award, for both the period covered by the thirty (30) day provision above and subsequent sick leave pay. The employee's sick leave utilized following the thirty (30) day period will be reinstated at a prorated amount determined by dividing the reimbursement obtained from the carrier by the employee's salary. Such reinstatement is subject to reimbursement by Workers' Compensation.

Example:

Daily Salary = Seventy-five dollars (\$75.00)

Worker's Compensation Award = Fifty dollars (\$50.00)

Reinstated sick leave credit (rounded to the nearest quarter (1/4) day) is determined by dividing the Workers' Compensation amount by the Daily Salary. (fifty dollars (\$50.00)/seventy-five dollars (\$75.00) = .666 or three quarter (3/4) day of sick leave reinstated for each full day of absence.)

- E. Sick Leave Reimbursement: A full-time employee and Regular Bus Driver upon signing a commitment to retire, will be granted payment for each day of accumulated sick leave at fifty-seven dollars (\$57) per day, within thirty (30) days after retirement.

For the purpose of this benefit, "death" shall be considered the same as retirement.

ARTICLE VI  
PERSONAL LEAVE

- A. Request: An employee must submit a personal leave request in advance of their requested leave, unless such advanced notice is impossible. The request must be submitted on a form provided by the District.
  
- B. Accrual & Use: Employees are granted personal leave not to exceed five (5) noncumulative personal days per year for the following reasons:
  - 1. Family Illness: To provide care for an Article IV immediate family member who is ill.
  - 2. Personal Business: To conduct personal business or legal business that may not be conducted any time other than during the employee's work day.
  - 3. Employee's marriage: To participate in their own marriage.
  - 4. Emergency Closings: If the employee is not eligible for Article XI Emergency Closing benefit time, the employee may use Personal Leave benefit time during the Article XI Emergency Closing.
  - 5. Funeral: To attend the funeral of a close friend or relation if that individual is not among the individuals for whom the Employee may use their Article VII Bereavement Leave benefit.
  
- C. Day without Reason: Employees are entitled to one (1) non-cumulative day of leave without reason or excuse. If unused, this day will be accumulated as sick leave. This day may not be scheduled immediately preceding or immediately following a vacation day and/or holiday.
  
- D. Rollover: Unused personal leave time will be added to accumulated unused sick leave at the end of each school year.

ARTICLE VII  
BEREAVEMENT LEAVE

All employees shall receive up to five (5) days bereavement leave for each death in the employee's Article IV(G) immediate family.

All employees shall receive a maximum of three (3) days bereavement leave for death of the employee's father-in-law, mother-in-law and grandchild.

ARTICLE VIII  
LEAVE OF ABSENCE

- A. A one (1) year leave without pay may be granted by the Board of Education.
  
- B. 1. A Child Rearing Leave of Absence may begin at any time during the months prior to the anticipated birth of the employees' child. A thirty (30) day written notice is required.

2. Employees shall be eligible for sick leave pay within their accumulated sick leave for the school workdays that they are unable to work due to a physical disability. An employee may not use sick leave during the period of an unpaid leave. If sick leave days are to be used, they must be used prior to the start of any unpaid leave. The employee's sick leave will be based upon that period of time as certified by said physician.
3. Up to two (2) years Child Rearing Leave will be granted as unpaid leave of absence. (For purposes of this section, date of adoption of a preschool child shall have the same effect as date of birth.)
4. An employee may return prior to the end of the unpaid leave of absence provided that the District has received forty-five (45) days written notification of a desire to return and such return is scheduled at the beginning of a semester.
5. An employee will not be given salary schedule credit for the period of time that they are on leave.
6. After one (1) leave for a single pregnancy, an employee must return to work for one (1) full semester before being eligible to begin another unpaid leave as provided under paragraph "3".

ARTICLE IX  
NHEU BUSINESS

- A. The duly elected officers and delegates of the NHEU shall be entitled to leave with pay, without reduction in sick time or vacation time, to attend a reasonable number of duly authorized School Related Professionals (SRP) conferences, meetings, and other legislative or organized activities for the betterment of SRP and for the promotion of a more healthy and efficient relationship with the School District. Said leave is to be with the permission of the Superintendent and/or designee prior to the affected time and must indicate the persons involved and the places to be visited. The NHEU President may not conduct NHEU business during work hours when it interferes with the performance of their duties. The NHEU President will have a fifteen (15) minute extension of their normal lunch hour during which NHEU business may be conducted. Such extension of the lunch hour shall not adversely affect wages or benefits, nor alter beginning and ending times of the workday.
- B. The NHEU President/Vice President will be guaranteed up to eight (8) days per year to attend official organizational functions without loss of pay or benefits. The NHEU will pay for the cost of substitutes, up to four (4) days per year of such leave.
- C. Attendance at local New Hartford Employees' Union meetings: Local meetings are to be scheduled so as not to conflict with working assignments.

ARTICLE X  
IN-SERVICE TRAINING

Employees attending school approved professional development sessions, and/or training for a new position are to be compensated at not less than their individual hourly rate for each hour of attendance, or an hourly rate increase to be determined by school authorities in advance of approved training.

ARTICLE XI  
EMERGENCY CLOSINGS

- A. All full-time employees are not expected to report to work if schools are closed for students because of emergency conditions (i.e. snow day, etc.). There will be no loss of pay.
- B. One (1) hour reporting time will be granted to bus drivers and bus aides who normally report to work prior to 8:00 A.M., if the closing of school is not publicly announced by 6:15 A.M. If school is closed subsequent to a delay, the timing of the public announcement will be modified as follows:
  - If school is delayed by 1 hour, the public announcement must occur by 7:00 A.M.
  - If school is delayed by 2 hours, the public announcement must occur by 8:00 A.M.
- C. If any additional day(s) are added because of unused snow days, full-time employees, regular bus drivers, and part-time employees working at least four (4) hours per day will have that day(s) off without loss of pay. In the event some of these employees are needed on those days, they will be compensated with either an extra day's pay or another day off with pay.
- D. All part-time employees and regular bus drivers will receive two (2) snow days per year.

ARTICLE XII  
JURY DUTY

Upon the submission of a jury duty notice to the Superintendent, the person shall be released from school, without loss of pay, and shall reimburse the District the amount equal to the jury fees received (excluding mileage allowance).

ARTICLE XIII  
OVERTIME AND HOURLY RATE ASSIGNMENT

Overtime pay for full-time Plant and Transportation employees is to be one and one-half (1 1/2) times the regular rate for each hour worked beyond a regular weekly schedule. Employees are not to be given time off from their regular daily schedule to avoid payment of overtime for working special assignments.

Substitute employees will not be used in lieu of overtime. Substitute employees may be used when, in the discretion of the Assistant Superintendent, it is necessary to do so to accomplish the mission of the District.

(Weekly overtime and hours for hourly rate assignments are to be reported on each paycheck.)



ARTICLE XIV  
RETIREMENT PLAN

- 1/50 non-contributory (75i).
- (41-J) - up to one hundred sixty-five (165) days sick leave may be used for additional service credit.

ARTICLE XV  
INDIVIDUAL & FAMILY HEALTH INSURANCE  
UNDER THE GROUP POLICY

A. Eligibility to Participate in the District's Health Insurance Plan:

Employee Type	Individual Medical Premium	Family Medical Premium
Article IV Full Time Employee and Regular Bus Driver	95% District Contribution 5% Employee Contribution	95% District Contribution 5% Employee Contribution
Part time employee who has been regularly assigned to a position requiring 4 or more hours of work per day and 20 or more hours of work per week for 3 or more continuous years of NH service. (This benefit only covers employees who are not covered by an insurance program elsewhere).	0% District Contribution 100% Employee Contribution	0% District Contribution 100% Employee Contribution
Part time employee who has been regularly assigned to a position requiring 4 or more hours of work per day and 20 or more hours of work per week for 5 or more continuous years of NH service. (This benefit only covers employees who are not covered by an insurance program elsewhere).	95% District Contribution 5% Employee Contribution	95% District Contribution 5% Employee Contribution
All other employees	Not eligible to participate. Not eligible to participate.	

The employee's share will be equally deducted from twenty (20) paychecks based on a schedule determined by the Business Office.

- B. Limited, continued coverage for certain part-time employees: The District will continue its contribution towards the cost of an eligible part time employee's health insurance premium if the employee is unable to work only as follows:

Eligibility:

- a. The employee must be ineligible for an FMLA leave because of their part time status.
- b. The employee must have exhausted all of their accumulated leave time.
- c. The employee must be receiving the District's contribution towards health insurance premiums at the time of the exhaustion of their accumulated leave time.
- d. The employee must demonstrate, through medical evidence that they have a medical condition that renders them "unable to work" in any capacity. An employee who is able to perform other duties for the District or who is able to work for another employer is not deemed to be "unable to work."

Benefit:

- a. If the eligible part time employee has been employed by the District for five (5) or more continuous years, the District will continue its contribution for a period of up to three months after the employee has exhausted their accumulated leave time.
  - b. If the eligible part time employee has been employed by the District for eight (8) or more continuous years, the District will continue its contribution for a period of up to six (6) months after the employee has exhausted their accumulated leave time.
  - c. If the eligible part time employee has been employed by the District for five (5) or more continuous years and has been medically diagnosed as having a terminal illness, the District will continue its contribution for the period of the terminal illness.
- C. Section 125 Plan: The District will implement a mutually agreed upon IRS Section 125 Plan as long as such plan is allowable under IRS Rules and Regulations. The NHEU and its members, not the District, shall be responsible for payment of any administrative charges related to implementation of the Section 125 Plan.
- D. Any change in carriers for Health Insurance coverage shall be by mutual agreement.
- E. Insurance Buy-Out: Active employees who are eligible for District contributions towards the purchase of health insurance will have the opportunity to receive a payment for not participating in all or a part of the health insurance program. Individuals voluntarily agreeing to waive family coverage will receive one thousand four hundred dollars (\$1400.00). Individuals agreeing to waive their individual coverage would receive seven hundred dollars (\$700.00). Individuals agreeing to waive both would receive two thousand one hundred dollars (\$2100.00). Effective July 1, 2018, spouses of another District employee are excluded from participating in or receiving the health insurance buy-out, except for those individuals who are currently receiving same in the 2017-18 school year.
- Employees who elect not to participate in the Health Insurance Plan and to utilize the buyout option must present proof of alternative insurance coverage to the Superintendent of Schools or their designee each year. Those who choose to opt-out must have participated in the program for one year.
  - The insurance company will agree to allow individuals to re-enter the plan without restrictions on pre-existing conditions. When the insurance company agrees to incorporate that into the plan, individuals will be provided a form on which they may exercise their option. Participation in this program would be absolutely voluntary. If the insurance company does not agree to the protections for the individuals to re-enter, the provision for the buy-out will be void.

- F. An employee must have worked at least ten (10) consecutive years for the District immediately prior to retirement and must have been eligible to receive the District premium contribution for at least three (3) full years immediately prior to retirement, in order to be eligible for insurance coverage with District contribution while on retirement status.
  - o The same health coverage as at the time of retirement shall be provided for retired employees, and any employee on a paid leave. Employees on leave without pay shall be allowed participation in the health program, but at one hundred percent (100%) cost provided by the employee for the period of time of the unpaid leave of absence. This health coverage shall be provided by the District at the above rates for the family in the case of death during active service or retirement, providing coverage is in effect at the time of death.
  
- G. District-Wide Insurance Advisory and Review Committee:
  - a. The NHEU shall participate in the District-wide Health/Dental Insurance Advisory and Review Committee. Such committee shall be composed of equal representation by each of the District's bargaining units and the District. The members of such Committee shall be identified by October 1st of each year. The purpose of the Committee shall be to monitor the performance of the health plan and to determine whether any methods or means can be identified to contain health/dental insurance costs; as well as maintaining the quality of the plan.
  
  - b. The Committee shall be on-going and meet at least quarterly, and/or upon reasonable request by any participating group/District. Such committee shall issue recommendations annually by each February 1. The Committee's recommendations shall be advisory and any changes recommended by such Committee are subject to approval by the Board of Education and the Association. In order to facilitate the operation of the Committee, information generated by the insurance carrier relating to the operation of the plan shall be provided to Committee members.

ARTICLE XVI  
DENTAL INSURANCE AND LIFE INSURANCE

Effective July 1, 1982, the District shall pay not more than one hundred seventy-one dollars (\$171.00) per year toward the individual premium or a mutually agreed upon Dental Plan for those permanent ten (10), eleven (11), and twelve (12) month employees (who have served their probationary appointment) regularly working five (5) hours or more a day (twenty-five (25) hours a week). Effective July 1, 1985, the District shall pay one hundred dollars (\$100.00) per year toward the cost of family dental insurance.

The District shall provide twenty thousand dollars (\$20,000.00) term life insurance for Article IV Full-Time employees.

ARTICLE XVII  
BENEFIT TRUST FUND

Pursuant to a memorandum of agreement between the parties concerning projected health insurance savings, the District agrees to allocate monies to a benefit trust for those New Hartford Employees' Union employees either enrolled in the health plan or participating in the health insurance buyout in

any given year. The amount of this allocation will be eighteen thousand five hundred seventy-nine dollars (\$18,579.00) in the year 2011-12 and thereafter.

The allocated amount shall be equally distributed each year according to the number of eligible enrolled plan participants and buy-out participants as of the last payroll in September of each year. (E.G. if one hundred (100) eligible employees in 1992-93 the amount of two hundred four dollars and 21/100 (\$204.21) is available to each employee in the trust fund, if one hundred fifty (150) eligible the amount would be one hundred thirty-six and 14/100 (\$136.14)).

#### ARTICLE XVIII REIMBURSEMENTS

The District shall reimburse Unit employees for the reasonable value of personal property damaged or destroyed while the employee was acting in the discharge of their duties.

Reimbursement shall not be provided where the damaged or destroyed item was a result of the employee's negligence. Claims shall be submitted to the Superintendent of Schools.

The following shall be the items covered and the maximum limit in any one instance:

Dentures Five hundred dollars (\$500.00)  
Contact Lenses One hundred dollars (\$100.00)  
Eyeglasses One hundred dollars (\$100.00)  
Hearing Aids Two hundred dollars (\$200.00)  
Car Vandalism Fifty dollars (\$50.00)\*

\* An additional amount of up to one hundred fifty dollars (\$150.00) additional will be available per claim. Claims for this additional reimbursement per year (for the entire unit) will not exceed Six hundred dollars (\$600.00) per year.

This shall not cover reimbursement for items covered by insurance or Workers' Compensation.

#### ARTICLE XIX VACATION SCHEDULE

If an employee begins employment with the District prior to September 15<sup>th</sup> they will receive the full vacation amount the following July 1<sup>st</sup>. If an employee begins employment after September 15<sup>th</sup> they will be subject to the prorated schedule. Vacation time will be credited on the July 1<sup>st</sup> following the prior years' service. Prior employment in positions not eligible for vacation does not qualify as years worked for vacation accrual.

A. Twelve (12) month employees and two hundred (200) day + two (2) months clerical employees first (1<sup>st</sup>) year of employment paid vacation is earned at the rate of one (1) day per month (not to exceed ten (10) days.)

Two (2) weeks annual paid vacation after the completion of the first (1<sup>st</sup>) year of employment.

Three (3) weeks annual paid vacation after the completion of the fourth (4<sup>th</sup>) year of employment.

Four (4) weeks annual paid vacation after the completion of the ninth (9<sup>th</sup>) year of employment.

Five (5) weeks annual paid vacation after the completion of the twentieth (20<sup>th</sup>) year of employment.

Vacation	12 Months	11 ½ Months	11 Months	10 1/2 Months	10 Months
Completion of 1st Year	10 Days	9 ½ Days	9 Days	8 1/2 Days	8 Days
Completion of 4th Year	15 Days	13 ½ Days	13 Days	12 1/2 Days	12 Days
Completion of 9th Year	20 Days	18 ½ Days	18 Days	17 Days	16 Days
Completion of 20th Year	25 Days	23 ½ Days	23 Days	22 Days	21 Days

- C. All employees entitled to vacations shall be entitled to accumulate one (1) weeks' vacation from one (1) year to the next. This one (1) weeks' vacation accumulation must be used during the subsequent year.
- D. An employee must submit vacation leave requests at least two (2) days in advance of their requested leave, unless such advance notice is impossible. This request must be submitted on a form provided by the District.

ARTICLE XX  
SENIORITY PROCEDURES  
(ASSIGNMENT AND TRANSFERS – LAYOFFS AND RECALL)

A. Seniority Definition:

1. Bus Drivers: Bus driver seniority is based on the employee's date of hire as a bus driver. (The parties understand that a full-time driver who is hired after a part time driver would be junior to the part time driver).
2. All other employees: Seniority is calculated on the number of base hours the employee has worked for the District in any bargaining unit position (overtime hours excluded). (The parties understand that a five (5) hour per week employee eventually could become junior to a subsequently hired six (6) hour per week employee).

B. Assignments and Transfers:

1. Changes in Assignment: Proposed changes in hours and work load assignments will be discussed on an individual basis and an effort will be made to reach a mutually satisfactory adjustment (substitute emergency assignments are excluded).
  - a. The District will post vacancies within thirty (30) calendar days of the date that the District becomes certain the vacancy will be filled.

- b. The NHEU President will be given names of all Unit applicants on the workday following completion of posting period. When a position in the Unit is vacant and to be filled, or a new position is created, the position is to be posted in each building for a period of five (5) working days. On the eighth (8<sup>th</sup>) working day, the recommended applicant will be notified by the Assistant Superintendent in writing.
- c. If any qualified member of the Unit applies for a posted vacancy, that person (or the most senior qualified applicant if more than one) will be so recommended by the Superintendent, unless a person with substantial qualifications applies for the position. The Superintendent's recommendation will be made at the next Board Meeting. The parties herein understand that the qualifications assessed by the District in making an appointment may extend beyond the minimum qualifications required for the job; and may include such factors as work attitude, work attendance and the ability to work and interact effectively with students and/or colleagues.

Bus aides employed by the District will be given preference over bus drivers employed by the District for bus aide vacancies posted after April 1, 2008.

- d. Intra-building transfers for custodial staff members are covered by the contract. When a vacancy occurs in a building, the shifting in that building will be handled by the building senior custodian. Building area assignments will be made on a seniority basis within the shift affected by the vacancy.

Example: An opening occurs as a Cleaner because a High School Cleaner has left. The remaining Cleaners in the High School will be entitled to change their work areas within the High School. The work area that remains unfilled will be the one assigned to the new cleaner.

Inter-building transfers for custodial staff will be handled by the Director of Facilities. Letters requesting custodial building assignments transfers will be submitted to the Director of Facilities through the personnel clerk. Requests normally will be granted unless the Director of Facilities determines that the transfer will, based upon the employee's work record, be detrimental to the District. If such a determination is made, the Director of Facilities will advise the person requesting the transfer why a transfer was not approved. If such a determination is made to deny the transfer, based upon the employee's work record, that decision shall not be arbitrable. Applicants desiring transfers will file their request with the personnel clerk. Applications will be kept on file for one (1) year.

- 2. The first (1<sup>st</sup>) day the recommended applicant works in the posted position will be no later than the sixth (6<sup>th</sup>) working day after the expiration of the five (5) day posting period, or the first day the position becomes vacant, whichever is later. The above is dependent upon Board approval of the applicant.

Example: If the position is posted on Monday, the posting expires on Friday. On the following Wednesday the person is informed of the recommendation.

The following Monday the position is filled with the new person if the position is open, otherwise it will be filled the first day it becomes open.

3. When a vacancy is posted, it will contain the normal work hours and work year. If the posted normal work hours and/or work year are expanded or reduced the position will be re-posted with the revised normal work hours and work year included in the notice.

If such re-posting results in the displacement of the person initially appointed, this person shall, if a vacancy exists, return to their position held immediately prior to the appointment to the position that is being re-posted.

If a vacancy does not exist in the employee's previous classification, the displaced employee may bump the least senior person within this previously held classification.

4. Bus Runs:

- a. If the District decides to create a new bus-run position or to fill a vacant bus-run position, it will post the vacant position in the bus garage. If a second or subsequent vacancy results from the filling of the first vacancy, the District will not post the second and subsequent vacancies until it has considered the original applicant pool.

Ex: If Driver-1, Driver-2, Driver-3, Driver-4 and Driver-5 bid on posted Position-A; and if Driver-1 gives up their current Position-B to fill Position-A, the District will not post Position-B until it has considered Driver-2, Driver-3, Driver-4 and Driver-5.

- b. In the event that the posted driving time for (1) any regular run exceeding the two (2) hour minimum or (2) any unconnected, additional run is expanded on or after October 1, such expanded runs shall be reposted.
- c. Mid-day Postings – Regularly scheduled mid-day bus aide assignments of one and one half (1.5) hours or more shall be posted in accordance with the negotiated posting procedure.
- d. Dispatcher has no right to bid on a regular bus run.

5. Employees who are on vacation in July and August must notify the personnel clerk via email or in writing no later than their last workday of their desire to be notified of posted vacancies. The District shall notify, by e-mail, each of these employees and it will be the responsibility of the employee to notify the District of their correct e-mail address.
6. Newly created positions shall not be filled during July and August unless due to unusual circumstances.

- C. Layoff and Recall (Competitive)

1. Layoffs: - When the District reduces the number of positions within a job classification, the last person to enter that job classification will be excessed.

- a. Anyone whose position is eliminated or reduced may bump any junior person within the job title.
- b. The least senior employee within a job title may bump into next lower paying title, if qualified.
- c. The least senior employee in a competitive position, if qualified, may bump into a noncompetitive position filled by a person with less seniority.

2. Recall: The most senior qualified person displaced shall be first recalled.

D. Layoffs and Recall (Non-Competitive)

1. Layoffs:

- a. Anyone whose position is eliminated or reduced may bump any junior person within the job title.
- b. The least senior employee within a job title may bump into the next lower paying title, if qualified. (For example, a DP Aide would be qualified to bump into a Teacher Aide I position filled by a person with less seniority).

2. Recall:

The most senior qualified person displaced shall be first recalled. The maximum period for recall purposes shall be fifteen (15) months from the date of layoff.

ARTICLE XXI  
COMPLIMENTARY PASSES

Passes for athletic events and recreational swimming are designated for the use of regular, full-time adult employees. An advance notice will be issued by the school authorities canceling passes if recommended seating capacity affecting safety becomes a problem at future home activities.

ARTICLE XXII  
LEGAL HOLIDAYS

A. The Board of Education shall approve an annual calendar for non-instructional employees as follows:

Full-time employees working twelve (12) months are guaranteed sixteen (16) holidays. The mutually designed holiday schedule will be distributed by June 1st of each year incorporating the following holiday periods:

Independence Day	Labor Day
Columbus Day	Veterans Day
Thanksgiving Day, day before & day after	New Year's Day & day before
Christmas Day & day before	President's Day
Martin Luther King Day	Memorial Day
Good Friday	Juneteenth

B. All full-time ten (10), ten and one-half (10 1/2), and eleven (11) month employees working a



teacher schedule shall receive fourteen (14) of the above paid holidays which fall within their work year. Employees working on September 1st shall receive fifteen (15) of the above holidays.

- C. All Unit members who work at least four (4) hours but less than six (6) hours per day, shall receive Christmas Day and New Year's Day, as paid holidays.
- D. Part-time weekend cleaner(s) shall have Easter Sunday as a paid holiday.
- E. Floating Holiday: Each employee who is eligible for personal leave time will receive one (1) floating holiday per year, provided that the employee did not use any Article VI (B) personal leave days in the previous year, except for one (1) personal day for illness in the family and one (1) day without reason. Floating holidays do not roll over from year to year and shall be scheduled at least two (2) weeks in advance of their use. If the District cannot accept all floating holiday requests for a particular day, it will approve the requests of senior employees before it approves the requests of junior employees.

ARTICLE XXIII  
EXTRA DRIVING -- TRANSPORTATION DEPARTMENT

- A. Extra driving shall be assigned using the following procedure: Three (3) voluntary seniority overtime rosters (mid-day substitutes and extra trips mid-day less than two (2) hours, late runs and all extra driving trips) will be established using only drivers and/or garage personnel who indicate in writing by September 15<sup>th</sup> of their desire to be considered for voluntary Extra Driving Assignments.
- B. Voluntary Extra Driving Roster - (This roster will be used whenever extra driving assignments are necessary.)
  - 1. All garage staff and part-time drivers actively employed by the District, who have submitted written requests, shall be listed in order of their seniority in the District service with the name of the most senior person appearing at the top of the list.
  - 2. When extra driving is necessary, this roster will be canvassed from top to bottom until the required number of drivers volunteer to accept assignment for that occasion.
  - 3. Whenever an employee works a voluntary driving assignment from this roster or refuses an assignment, their name shall be placed at the bottom of the list.
  - 4. An off-duty person who cannot be reached will retain their position on this roster.
  - 5. If a trip is cancelled, the driver who was scheduled for this trip shall be returned to their original position on the roster with no bumping of trips already assigned. If the trip is cancelled during the trip, the driver will be paid the actual hours worked, or at least a minimum of one (1) hour worked, and receive a new trip.
  - 6. If a driver accepts a trip and then later refuses to drive, their name will be placed at the bottom of the roster. Additionally, if a driver is offered a trip less than twenty-four (24) hours before the start of the trip, they may refuse it and remain in their current position on the list.

7. In the event a driver holds the position of Association President and is awarded a trip on the dates of a scheduled NHEU meeting that conflicts with the meeting, that driver will be awarded the next available trip (no bumping of trips already assigned).
- C. Assigned Extra-Driving Roster (This roster will be used after the voluntary roster has been canvassed and additional drivers are necessary.)
1. All drivers and garage staff shall be listed in the order of their seniority in District service, the name of the least senior person appearing at the top of the list.
  2. When extra-driving is necessary, this roster will be canvassed from top to bottom until the required number of drivers are assigned for that occasion.
  3. Whenever an employee is assigned from this roster their name will be placed at the bottom of this roster.
  4. An off-duty person who cannot be reached for assigned extra-driving will retain their position on this roster.
- D. Unit members shall drive all District school bus vehicles with seating capacities of more than twelve (12) pupils.
- E. Drivers with one (1) run who desire to work as substitutes will have their names placed on a list and substitute assignments will be made upon a rotating basis. Specific procedures will be jointly developed by the parties. The permanent substitute positions will be posted in the bus garage.

#### ARTICLE XXIV APPOINTMENT PROCEDURE

- A. Competitive Class: Applicants will be selected from an eligibility list supplied by the Oneida County Department of Personnel.
- B. Non-Competitive and Labor Class: An application for examination or employment will be sent to the Oneida County Department of Personnel. Upon receipt of their approval of an employee's qualifications, the employee's name will be submitted to the Board of Education for appointment.
- C. Probationary Period: An employee's probationary period shall be the maximum permitted by the Civil Service Law, unless the District provides the employee with written notification that their probationary period has been shortened or completed. From time to time during the probationary period, the supervisor shall advise the probationer of their status and progress.
- D. No permanent employee with at least one (1) year of continuous service within the bargaining unit shall be dismissed, reduced in rank, disciplined or suffer loss of compensation due to disciplinary reasons without just cause. Any substitute or temporary employment rendered prior to a permanent appointment to a bargaining unit title shall not be included in the calculation of the one (1) year of service.

ARTICLE XXV  
INFORMATION TO EMPLOYEES

- A. The District will supply the NHEU with a sufficient number of contracts and it will be the responsibility of the NHEU to inform all employees of the contents of this Agreement.
- B. New employees shall receive job descriptions at the time of hiring (furnished by the Oneida County Department of Personnel).
- C. The President of the New Hartford Employees' Union will be notified by the central office when someone leaves, retires, or a new person is hired, and in what capacity.
- D. The District will provide the NHEU with a tentative schedule of assignments for Teacher Aides prior to the end of the school year. The tentative schedule will reflect the District's best efforts to predict Teacher Aide assignments for the following school year. Although actual assignments may vary from the tentative schedule, no grievance may result from these variations or inaccuracies.

ARTICLE XXVI  
PERSONNEL FOLDER

- A. The employee shall have the right to review and make copies of contents, exclusive of pre-employment data.
- B. The employee shall have the right to attach comments to items currently in and those added to the file.
- C. Employees shall receive copies of materials placed in their files at the time such items are placed in the file.
- D. Any evaluation or material of a disciplinary nature put into an employee's personnel file shall contain space for the signature of the employee and the date of signature. The signature shall serve as an acknowledgement of receipt of the material and does not necessarily convey the employee's agreement with its contents.
- E. An employee's performance evaluation will be placed in their personnel file within thirty (30) calendar days of the date of their performance evaluation review meeting.

ARTICLE XXVII  
SALARIES & SALARY SCHEDULE

- A. Purpose of Schedule

A salary schedule is prepared by the District to serve as a guide in placing new employees and those involved in assignment changes on schedule consistent with salaries and experience of current staff.

- B. Increments

- 1. Service increment advancement on the salary schedule is not guaranteed unless

specifically stated in each year's contract. (If so stated, each employee is guaranteed a maximum of six (6) increments.).

2. If increments are awarded in the contract: New employees must work at least six (6) months to qualify for an increment.
3. Longevity Increments shall be paid for only those employees completing the ninth (9<sup>th</sup>), twelfth (12<sup>th</sup>), fourteenth (14<sup>th</sup>) Sixteenth (16<sup>th</sup>) and Twenty-First (21<sup>st</sup>) year of employment (during the twelve (12)-month period preceding the start of the school fiscal year beginning July 1) in the amount of the increment listed on the salary schedules.

#### C. Schedule Placement and Promotions

1. When an employee is promoted, they will receive an increase equal to the difference in the starting salary of the two (2) positions. When the increase places an employee between steps, their salary will be increased the amount necessary for the individual to be placed on the next higher step in the salary schedule of the new position.
2. When an employee moves from a position to one in which the hourly rate is less, they will be placed on the same step of the salary schedule for the new position as they encumbered in their previous position. If such employee was previously "off-step", they will be placed on the top step of the new salary schedule.
3. When a full time off-schedule cleaner transfers from a night position within the cleaner classification to another full-time position within the cleaner classification, they shall receive a reduction in hourly pay that is equal to the difference in the Step Seven hourly rates of pay for the respective cleaner positions.

#### D. Temporary Transfers and Assignments

An employee temporarily transferred or assigned to a lower rated job for the convenience of the District shall be paid their regular rate of pay.

An employee temporarily assigned or transferred for twenty (20) workdays or more to a higher rated job shall be paid that negotiated base rate of the higher rated job or their own rate, whichever is greater, for the duration of such assignment. The twenty (20) days shall be figured in one (1) hour blocks and on a cumulative basis for a period not to exceed one (1) school year. Garage staff will be paid the Bus Drivers' rate, if higher, after completing a total of forty (40) bus driving assignments.

- E. Degree Stipend: Unit members who obtain a job-related Associates Degree may apply to the Superintendent for a four hundred dollars (\$400.00) addition to their base salary. Unit members who obtain a job-related BA or BS Degree may apply to the Superintendent for a six hundred dollars (\$600.00) addition to their base salary.
- F. Any Article IV Regular Bus Driver whose combined driving and pre and/or post check time exceeds the two (2) hour minimum shall receive additional compensation for the time spent outside the two (2) hour period to pre and post check their vehicle and will be compensated one (1) additional hour if an all-day bus trip extends through the noon lunch hour and/or the

6:00 p.m. dinner hour. The District reserves the right to inspect buses to determine that satisfactory pre and post checks are being performed.

- G. Regular “part-time weekend cleaner” position employees will be compensated at their regular hourly rate of pay if requested by the District to work as a cleaner to temporarily assist during the Monday through Friday work week.

<u>POSITION CLASSIFICATION</u>	<u>ASSIGNED WORK SCHEDULE</u>
CLASS A	Employees work student schedule according to annual school calendar. Vacation pay does not apply. <ol style="list-style-type: none"><li>1. Regular Bus Drivers</li><li>2. Other part-time employees</li></ol>
CLASS B	Employees work September 1st through June 30th with guaranteed paid holidays falling within this time period.
CLASS C	Employees work September 1st through June 30th with guaranteed paid holidays falling within this time period. This class employee is not expected to work during student vacation periods as indicated on the school calendar. Full time employees in this class receive vacation pay. <ol style="list-style-type: none"><li>1. Office Specialist I (Attendance Office)</li><li>2. Office Specialist I (Jr. High Office)</li><li>3. Full-time Aide II</li><li>4. Typist-Receptionist 1 (Senior High Office)</li><li>5. Part-time Office Specialist 1 (Senior High Guidance)</li></ol>
CLASS D	Employees work same as C (above) plus ten (10) days. Full time employees in this class receive vacation pay. <ol style="list-style-type: none"><li>1. Office Specialist I-Receptionist (Hughes Elementary Office)</li><li>2. Office Specialist I-Receptionist (Myles Elementary Office)</li><li>3. Office Specialist I-Receptionist (Oxford Road Elementary Office)</li><li>4. Office Specialist I-Receptionist (Special Education)</li></ol>
CLASS E	Employees work same as C (above) plus twenty (20) days during July and/or August. Full time employees in this class receive vacation pay. <ol style="list-style-type: none"><li>1. Office Specialist I-Receptionist 1 (Senior High Guidance Office)</li><li>2. Office Specialist I (Junior High Guidance)</li><li>3. Account Clerk (Sr. High Guidance Office)</li></ol>
CLASS F	Employees work same as C (above) plus July and August. Full time employees in this class receive vacation days. <ol style="list-style-type: none"><li>1. Office Specialist I -Receptionist (Sr. High and Jr. High Office)</li><li>2. Office Specialist I – Athletic Department/Buildings &amp; Grounds</li></ol>

POSITION  
CLASSIFICATION

ASSIGNED WORK SCHEDULE

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- CLASS G Employees work July 1st through June 30th with paid vacation earned plus guaranteed paid holidays.
1. Building and Grounds Staff
  2. Bus Driver (cleaner/fueler)
  3. Bus Driver (Dispatch)
  4. Auto Mechanics
- CLASS H Employees who work the student schedule with guaranteed paid holidays. Additionally, employees work four (4) days in the summer (but only two (2) days in the summer that are scheduled by the employee with their supervisor's approval. Vacation pay does not apply.
1. Full-time Nurse Aides
- CLASS I Employees who work the student schedule with guaranteed paid holidays. Vacation pay does not apply.
1. Full-time Bus Drivers
  2. Full-time Aides I
  3. Full-Time Monitors
  4. Article IV Combined Position Employees
  5. DP Aide
- CLASS J Employees work the student schedule plus thirty (30) days in the summer. Full time employees in this class receive guaranteed paid holidays and vacation pay.
1. 11 ½ Month DP Teacher Aides.

## SALARY SCHEDULES

POSITION	STEP #	2022-23	2023-24	2024-25
Account Clerk	1	16.34	16.60	16.87
	2	16.69	16.95	17.22
	3	17.06	17.31	17.58
	4	17.46	17.70	17.96
	5	17.85	18.12	18.37
	6	18.25	18.52	18.80
	7	18.65	18.94	19.22

POSITION	STEP #	2022-23	2023-24	2024-25
Auto Mechanic	1	24.00	24.42	24.86
	2	24.48	24.90	25.34
	3	24.97	25.40	25.83
	4	25.47	25.91	26.35
	5	25.98	26.42	26.88
	6	26.50	26.95	27.41
	7	27.03	27.49	27.96

POSITION	STEP #	2022-23	2023-24	2024-25
Building Maintenance Mechanic	1	24.00	24.42	24.86
	2	24.48	24.90	25.34
	3	24.97	25.40	25.83
	4	25.47	25.91	26.35
	5	25.98	26.42	26.88
	6	26.50	26.95	27.41
	7	27.03	27.49	27.96

POSITION	STEP #	2022-23	2023-24	2024-25
Building Maintenance Worker	1	20.00	20.35	20.71
	2	20.40	20.75	21.11
	3	20.81	21.17	21.53
	4	21.22	21.59	21.96
	5	21.65	22.02	22.40
	6	22.08	22.46	22.85
	7	22.52	22.91	23.30

POSITION	STEP #	2022-23	2023-24	2024-25
Off. Spec.1/Rec	1	15.00	15.26	15.53
Off. Spec. 1/Rec 1	2	15.30	15.56	15.83
Off. Spec. 1	3	15.61	15.87	16.15
Cleaner Day PT	4	15.98	16.19	16.47
Clerk	5	16.30	16.58	16.80
Motor Veh Op	6	16.63	16.91	17.20
Cleaner/CentKitch	7	16.96	17.25	17.54
Cleaner Nights				

Cleaner Pool Nights  
 Cleaner 3rd Shift  
 Cleaner Day FT  
 Cleaner 2nd Wknd  
 Grd/Bldg Main  
 Senior Cleaner  
 Grd/Bldg Main Nights  
 Groundsman  
 Laun Wkr Nights  
 TA 1  
 TA 2  
 Bus Aide  
 Night Watch  
 Monitors  
 DP Aide

<b>POSITION</b>	<b>STEP #</b>	<b>2022-23</b>	<b>2023-24</b>	<b>2024-25</b>
COTA	1	24.00	24.42	24.86
	2	24.48	24.90	25.34
	3	24.97	25.40	25.83
	4	25.47	25.91	26.35
	5	25.98	26.42	26.88
	6	26.50	26.95	27.41
	7	27.03	27.49	27.96

<b>POSITION</b>	<b>STEP #</b>	<b>2022-23</b>	<b>2023-24</b>	<b>2024-25</b>
Bus Driver PT	1	20.00	20.35	20.71
Bus Driver/Fueler	2	21.40	20.75	21.11
Bus Driver/Dispatcher	3	21.81	22.20	21.53
	4	22.22	22.63	23.04
	5	22.65	23.05	23.48
	6	23.08	23.50	23.92
	7	23.52	23.95	24.38

<b>POSITION</b>	<b>STEP #</b>	<b>2022-23</b>	<b>2023-24</b>	<b>2024-25</b>
Sr. Custodian Elem	1	15.43	15.66	15.89
	2	15.78	16.01	16.24
	3	16.16	16.37	16.61
	4	16.51	16.76	16.98
	5	16.89	17.13	17.39
	6	17.26	17.52	17.77
	7	17.66	17.91	18.18



<b>POSITION</b>	<b>STEP #</b>	<b>2022-23</b>	<b>2023-24</b>	<b>2024-25</b>
Sr. Cust Jr. High	1	16.32	16.61	16.92
	2	16.64	16.93	17.24
	3	16.99	17.27	17.57
	4	17.34	17.63	17.91
	5	17.72	18.00	18.29
	6	18.08	18.39	18.67
	7	18.48	18.76	19.08

<b>POSITION</b>	<b>STEP #</b>	<b>2022-23</b>	<b>2023-24</b>	<b>2024-25</b>
Sr. Cust Sr. High	1	16.96	17.27	17.58
	2	17.29	17.60	17.91
	3	17.65	17.94	18.26
	4	18.01	18.31	18.61
	5	18.37	18.69	19.00
	6	18.75	19.06	19.39
	7	19.14	19.45	19.77

<b>POSITION</b>	<b>STEP #</b>	<b>2022-23</b>	<b>2023-24</b>	<b>2024-25</b>
Grd/Mech	1	15.96	16.23	16.52
	2	16.28	16.55	16.84
	3	16.62	16.89	17.17
	4	16.98	17.24	17.52
	5	17.34	17.61	17.89
	6	17.71	18.00	18.27
	7	18.11	18.38	18.67

<b>POSITION</b>	<b>STEP #</b>	<b>2022-23</b>	<b>2023-24</b>	<b>2024-25</b>
Sr. Groundsman	1	16.96	17.27	17.58
	2	17.29	17.60	17.91
	3	17.65	17.94	18.26
	4	18.01	18.31	18.61
	5	18.37	18.69	19.00
	6	18.75	19.06	19.39
	7	19.14	19.45	19.77

<b>POSITION</b>	<b>STEP #</b>	<b>2022-23</b>	<b>2023-24</b>	<b>2024-25</b>
Sr. Cleaner Night	1	15.30	15.57	15.85
	2	15.61	15.87	16.15
	3	15.92	16.19	16.47
	4	16.24	16.52	16.80
	5	16.56	16.85	17.13
	6	16.89	17.18	17.48
	7	17.23	17.53	17.83

<b>POSITION</b>	<b>LONGEVITY</b>
Account Clerk	\$0.47
Auto Mechanic	\$0.51
Building Maintenance Mechanic	\$0.53
Building Maintenance Worker	\$0.47
Bus Aide	\$0.34
Bus Driver/Dispatcher	\$0.37
Bus Driver/Fueler	\$0.38
Bus Driver PT	\$0.38
Cleaner/Central Kitchen	\$0.36
Cleaner/Day FT	\$0.37
Cleaner/Day PT	\$0.37
Cleaner Nights	\$0.37
Cleaner 2nd Shift Weekend	\$0.37
Cleaner 3rd Shift	\$0.42
Cleaner Pool Nights	\$0.38
Clerk	\$0.35
DP Aide	\$0.34
Groundsman	\$0.37
Groundsman/Bldg. Maintenance	\$0.37
Groundsman/Bldg. Maintenance Nights	\$0.37
Groundsman/Mechanic	\$0.47
Laundry Worker Nights	\$0.37
Monitors	\$0.34
Motor Vehicle Operator	\$0.37
Night Watchperson	\$0.37
Office Specialist 1	\$0.36
Office Specialist 1/Receptionist	\$0.38
Office Specialist 1/Receptionist 1	\$0.37
Sr. Cleaner	\$0.37
Sr. Cleaner Night	\$0.37
Sr. Custodian Elementary	\$0.48
Sr. Custodian Jr. High	\$0.50
Sr. Custodian Sr. High	\$0.43
Sr. Groundsman	\$0.48
Teacher Aide 1	\$0.34
Teacher Aide 2	\$0.35

ARTICLE XXVIII  
TOOL REIMBURSEMENTS

Automotive mechanics and building maintenance mechanics will be paid an allowance of two hundred dollars (\$200) per year for tools. Automotive mechanics and building maintenance mechanics will be expected to provide their own small tools necessary for work. The two hundred dollars (\$200) reimbursement will be paid by requisition. Employees must request this additional reimbursement in writing, and show receipts for tools purchased in the fiscal year. If the employee leaves employment or employment date is prior to a full year of paid employment, reimbursement will be prorated.

ARTICLE XXIX  
PROFESSIONAL CERTIFICATION STIPENDS

- A. The District encourages employees to pursue job related professional certifications from nationally recognized accrediting organizations. An employee who proves to the District that they received any of the below listed job related professional certifications will receive an annual stipend according to the following schedule:
1. National Institute For Automotive Service Excellence School Bus Technician Test Series:
    - Certification in one (1) through four (4) areas: Two hundred dollars (\$200.00).
    - Certification in five (5) through seven (7) areas: Three hundred dollars (\$300.00) (an additional one hundred dollars (\$100.00)).
  2. Teacher Aide who has a Library of Congress Certification of Braille Competency: Three hundred dollars (\$300.00).
  3. Health Aide who is certified in CPR & First Aid: Two hundred fifty dollars (\$250.00).
  4. SBDI training – (School Bus Driver Instructor)  
Effective July 1, 2011, in the event that the SBDI duty is assigned to a NHEU unit member, the per class stipend (including prep time) shall be two hundred dollars (\$200.00).
  5. Employees designated by the District to train new bus drivers will receive an annual stipend of two hundred dollars (\$200.00).
  6. Employees with a 19A certification will receive an annual stipend of two hundred dollars (\$200.00) (max of two (2) employees).
- B. If an employee is granted stipend “1” (listed above), the employee will receive that stipend in subsequent years if the employee maintains their certification status and does not change job titles. Stipends “2” and “3” (listed above) will be reviewed and awarded on an annual basis to each employee whose certification directly relates to their current work assignment.

ARTICLE XXX  
DEVELOPMENTAL PROGRAM (“DP”) TEACHER AIDES

- A. The “DP Aide” job classification is distinguished from other Teacher Aide job classifications. DP Aides receive a one thousand dollars (\$1,000.00) stipend each year.
- B. Although bargaining unit members may apply for vacant DP Aide positions, an individual’s ability to perform Teacher Aide duties does not necessarily qualify them to perform DP Aide work. The Superintendent may delay the effective date of a teacher aide’s assignment or transfer until a date that is no later than the first day of school of the year immediately following the award. The delay cannot be grieved.
- C. If the District needs to employ DP Aides for summer work, the District will first offer DP summer work to DP Aides with the most seniority in the DP program. If an insufficient number of DP Aides volunteer for summer work, the District may assign summer work to DP Aides with the least seniority in the DP program.

ARTICLE XXXI  
GRIEVANCE PROCEDURE

A. PURPOSE

WHEREAS, the establishment and maintenance of a harmonious and cooperative relationship between both parties is essential to the operation of the schools, it is the purpose of this procedure to secure, at the lowest possible administrative level, equitable solutions to alleged grievances of employees through procedures under which aggrieved parties may present grievances free from coercion, interference, restraint, discrimination or reprisal, and by which both parties are afforded adequate opportunities to dispose of their differences without the necessity of time consuming and costly proceedings before administrative agencies and/or in the courts.

Both parties to this contract agree to first encourage internal, informal discussions to help resolve alleged grievances. If such informal contact fails to settle the alleged grievance, the NHEU agrees that it will avail itself to the Grievance Procedure before supporting or initiating any other action. Both parties agree to refrain from making public any information regarding an alleged grievance until the grievance procedure has been completed.

B. DEFINITIONS

- 1. GRIEVANCE: “Grievance” shall be defined as any claimed violation, misinterpretation or inequitable application of the existing policies that relate to terms and conditions of employment, working conditions or any provisions of negotiated agreements.
- 2. SUPERVISOR: “Supervisor” shall mean any Assistant Principal, Principal or other School Administrator responsible for the area in which the alleged grievance arises, except for the Chief School Administrator.
- 3. CHIEF SCHOOL ADMINISTRATOR: “Chief School Administrator” shall mean the Superintendent of the School District (or their designee).

4. UNION: “Union” shall mean the New Hartford Employees’ Union (NHEU).
5. AGGRIEVED PARTY: “Aggrieved Party” shall mean any person or group of persons in the Union (or the Union) filing the grievance.
6. PARTY IN INTEREST: “Party in Interest” shall mean any party named in a grievance who is not the aggrieved party.
7. PROFESSIONAL PRACTICES, RESPONSIBILITIES AND RIGHTS: “Professional Practices, Responsibilities and Rights” shall mean a Union Committee to advise and/or determine if the employee has a meritorious grievance.

#### C. SIX STAGE GRIEVANCE PROCEDURE

1. STAGE I – Supervisor: An aggrieved party having a problem will discuss it with their supervisor with the objective of resolving the matter informally.
2. STAGE II - Building Principal, Director of Facilities or Transportation Supervisor: If the problem is not resolved informally at Stage I, it becomes a grievance when presented in writing to the appropriate supervisor. Within five (5) school days after the written grievance is presented to them, the supervisor shall render a decision in writing and present it to the aggrieved party and the Assistant Superintendent for Business Affairs.
3. STAGE III –Assistant Superintendent for Business Affairs: The aggrieved party not satisfied with the decision in Stage II may, within five (5) school days of receipt of the decision, inform the Assistant Superintendent for Business Affairs of their intent to continue formal proceedings by progressing to Stage III. Within five (5) school days after the grievance is presented to the Assistant Superintendent for Business Affairs, they will render a decision.
4. STAGE IV – Superintendent or Chief School Administrator: The aggrieved party not satisfied with the decision in Stage III may, within five (5) school days of receipt of the decision, inform the Superintendent of their intent to continue formal proceedings by progressing to Stage IV. A copy of such notification shall be sent to the supervisor involved. The Superintendent shall render a decision within seven (7) school days.
5. STAGE V - Board of Education: If the aggrieved party is not satisfied with the decision at Stage IV, they may file an appeal in writing with the President of the Board of Education within ten (10) school days after receiving the decision at Stage IV. The official grievance records shall be available for the use of the Board of Education. Within twenty (20) school days after receipt of an appeal, the Board of Education, or a committee of the Board, shall hold a hearing on the grievance. The hearing will be held in executive session, unless the Open Meetings Law requires the hearing to be held in regular session. Within ten (10) school days after the conclusion of the hearing, the Board of Education shall render a decision in writing on the grievance.

6. STAGE VI – Arbitration:

- a. If the grievance is not resolved at Stage V, the aggrieved party may within five (5) school days notify the President of the Board of Education of the intent to refer the grievance to arbitration. Upon receipt of such notice, the Board of Education may within five (5) school days veto the use of arbitration for grievance(s) not alleging a violation, misinterpretation or inequitable application of the express terms of the Agreement. If no veto is made, the Union shall within ten (10) days file a demand for arbitration with the American Arbitration Association requesting a list of seven (7) arbitrators (or the expedited procedure by mutual agreement). The parties shall be bound by the rules of the American Arbitration Association. A copy of such demand shall be forwarded to the Superintendent.
- b. Grievances pertaining to administrative judgment in the evaluation procedure shall not be subject to arbitration.
- c. The arbitrator's decision will be in writing and will set forth their findings, reasonings and conclusions on the issues submitted and shall be final and binding on both parties. The arbitrator will be without 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. The arbitrator shall have no power to alter, add to or detract from the provisions of the Agreement.
- d. The cost of the services of the arbitrator will be borne equally by the District and the Union. The party requesting a stenographic record shall pay the cost thereof.

D. GRIEVANCE POLICIES

1. Preparing and Filing a Grievance

- a. The preparation and processing of grievances shall not be conducted during the hours of employment. Job assignments shall not be interrupted.
- b. Forms for filing grievances, and other necessary documents, shall be developed cooperatively by both parties. The Chief School Administrator shall then have them printed and distributed so as to facilitate operation of the grievance procedure.
- c. All grievances filed at Stage II with the supervisor shall include the name and position of the aggrieved party, the identity of the provisions of the Agreement involved in said grievance, the time and place where the alleged events or conditions constituting the grievance existed and a general statement of the nature of the grievance and redress sought by the aggrieved party.

2. The Official Grievance Record

Documents, communications and records dealing with the processing of a grievance shall be filed by the Chief School Administrator and the Union Grievance person.

3. The Grievance Hearings

- a. The aggrieved party may choose whomever they wish to represent them providing that such representative is acceptable to the Union.
- b. Except as otherwise provided by law, an aggrieved party and any party in interest may have the right to confront and cross-examine all witnesses called against them, to testify and to call witnesses on their own behalf, subject to evidentiary rules of admissibility.
- c. Both parties shall facilitate any investigation which may be required by providing any and all material and relevant documents, communications and records concerning the alleged grievance.
- d. Except for Stage I, all decisions shall be rendered in writing at each step of the grievance procedure, setting forth findings of fact, conclusions and supporting reasons.

4. Time Limits for Grievances

- a. No written grievance shall be considered at Stage II unless forwarded within thirty (30) school days after the employee/Union knew or should have known of the act or condition on which the grievance is based.
- b. Since it is important to good relationships that grievances be processed as rapidly as possible, every effort will be made by all parties to expedite the process. The time limits specified for either party may be extended only by mutual agreement.
- c. In the event a grievance is filed on or after June 1st, upon request by or on behalf of the aggrieved party, the time limits set forth herein shall be reduced so that the grievance procedure may be exhausted prior to the end of the school term or as soon thereafter as is possible.
- d. If a decision at one stage is not appealed to the next stage of the procedure within the time limit specified, the grievance shall be deemed to be discontinued and further appeal under this Agreement shall be barred.
- e. Failure at Stages II through IV of the grievance procedure to communicate a decision to the proper parties within the specified time limit shall permit the lodging of an appeal at the next stage of the procedure within the time which would have been allotted had the decision been communicated by the final day.

5. Provisions of Law

- a. It is agreed by the parties that the term “grievance” shall not apply to any rule or regulation of the State Commissioner of Education having the force and effect of law or matters in which the Board of Education is without authority to act.

- b. If any provision of this grievance procedure or any application hereof to any aggrieved party(s) in the negotiating unit shall be finally determined by any court to be contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law. All other provisions or applications of the Agreement will continue in full force and effect.

6. Board of Education/Administration Grievance Procedure

- a. The Board of Education or its designee shall present grievances orally to the President of the Union.
- b. If the grievance is not resolved informally within five (5) working days, or such additional time as may be agreed upon, the Board of Education or its designee shall within five (5) working days thereafter submit a written grievance to the President of the Union. The parties shall confer with respect to the grievance, and the President of the Union shall deliver to the Board of Education or its designee a written statement of the Union's position on the grievance no later than fifteen (15) working days following its receipt.
- c. Within fifteen (15) days after receiving the statement from the Union, the Board of Education may refer the grievance to arbitration in accordance with the procedure in Stage V. A copy of the Board of Education's request to the American Arbitration Association shall be forwarded to the President of the Union.

ARTICLE XXXII  
LABOR MANAGEMENT COMMITTEES

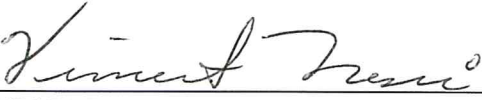

- A. The District and NHEU agree to establish a joint Labor-Management Committee for the purpose of discussing employer-employee relations issues not normally the subject of negotiations. This Committee shall consist of a maximum of three (3) individuals selected by the District and three (3) individuals selected by the NHEU. Meetings of the Committee shall be conducted four (4) times per year as agreed by the parties. Two (2) of these meetings shall be scheduled in October and February and shall include the current Chairperson of the Buildings, Grounds and Transportation Committee. The remaining two (2) meetings shall be scheduled in September and April. At least two (2) days prior to the Labor-Management Committee Meeting, the parties shall exchange an agenda of items for discussion. It is recognized that such meetings shall be without pay or compensation. In addition, the Assistant Superintendent for Business Affairs shall provide the NHEU President with a schedule of all standing committee meetings of the Board.
- B. The NHEU shall be given equal representation on a District-wide or Association-specific Safety Committee, as established by the District. The goal of such committee shall be to foster a safety conscious environment in the workplace. The Superintendent or designee will ask for volunteers from the NHEU to participate on the Safety Committee. Agenda items may be submitted by the Superintendent or any member(s) of the Committee at least two (2) days in advance of the Safety Committee Meeting. Minutes of each meeting will be forwarded to each Committee member.



ARTICLE XXXIII  
TERMS AND AUTHORIZATION

THIS AGREEMENT shall continue in full force and effect for the period from July 1, 2022 to June 30, 2025, and the parties agree that all negotiable items have been discussed during the negotiations leading to this Agreement, and therefore agree that negotiations will not be reopened on any item, whether contained herein or not, during the life of this Agreement.

Any changes in benefits or omissions are not negotiable. Only specific negotiated benefits outlined in the above contract are binding and considered to be subject to grievance procedures.

	<u>4/26/23</u>
PRESIDENT, NEW HARTFORD EMPLOYEES UNION	DATE
	<u>4/26/23</u>
SUPERINTENDENT, NEW HARTFORD CENTRAL SCHOOL DISTRICT	DATE

APPENDIX A  
SICK BANK

1. A Sick Leave Bank will be established based on one (1) day deducted from the personal sick leave accumulation of all full-time employees with more than one (1) full-time year of service in the District and an equal number of days contributed by the District. At no time will the bank be increased beyond the number of full-time employees, times two. (Example: With eighty (80) full-time employees, the bank maximum would be one hundred sixty (160) days.)
2. The bank will be replenished whenever the number of days in the bank is reduced to equal the number of full-time employees in the District. The bank will be replenished by equal contributions by the full-time employees and the District. The bank will not be replenished more than once each fiscal school year. (Example: With eighty (80) full-time employees, if there are eighty (80) days remaining in the bank, the District would contribute forty (40) days and the employees would contribute eighty (80) half days.)
3. The individual's personal sick leave must have been totally depleted.
4. A medical doctor's certificate may be required at any time and the employee must continue under a medical doctor's care throughout the period of disability.
5. The medical doctor's prognosis must certify that the employee will be absent for at least fifteen (15) consecutive workdays for extended, unforeseen, long-term illness or injury during the employee's normal work year. Extended unforeseen and long-term physical disability relating to pregnancy will be considered proper qualification for use of the sick leave bank.
6. A person may not receive more than the maximum of one (1) year's regular salary, or participate in the bank for more than one (1) year.
7. In cases where the employee is collecting District insurance, Social Security, Workers' Compensation or other disability insurance, the District will pay only the difference between the insurance amount and the employee's regular rate of pay.
8. All communications involving the bank would be directed to the Assistant Superintendent of Business Affairs, and the NHEU President would be notified by June 1st of each year as to the number of days that remain in the bank. The Assistant Superintendent shall decide if the requirements of the bank have been met when application is made for use of the bank by a full-time employee.
9. Normal maternity disability and recovery will not be considered extended, unforeseen, or long-term and therefore will not qualify an employee for the use of the sick leave bank. Extended, unforeseen, and long-term physical disability caused by complications or abnormal delivery will be considered proper qualifications for use of the sick leave bank.

## APPENDIX B

Regarding UNPAID LEAVES OF ABSENCE, the parties agree to the following:

1. A maximum of seventy-five (75) days per year may be used by members of the unit for unpaid leaves of absence. (September 1st - August 31st)
2. To be eligible an individual must have worked five (5) continuous years.
3. No more than a maximum of one (1) person per Department may be on an unpaid leave of absence at a given time.
4. No unpaid leave of absence may be for more than ten (10) consecutive work days.
5. No individual may be granted more than one (1) leave per fiscal year.
6. No Department (list below) shall use more than twenty-five (25) days per year.
7. When more than the maximum number of individuals wish to take an unpaid leave at the same time, the senior person(s) shall be given the leave.
8. A minimum notification of two (2) weeks must be given to the District, in writing, stating the reason why it is necessary to be absent. However, employees are encouraged to submit their notification as soon as possible. The District will, within one (1) week, respond to the employee's request.

### Departments:

1. Custodial, Grounds, and Maintenance
  2. Transportation
  3. Clerical, monitors and aides
9. Procedures regarding the granting of the days and the application of seniority are as follows:
- A. Individuals wishing to apply for an unpaid leave of absence shall submit said request to the Business Office no later than September 1st. Individuals will be notified within one (1) week (seven (7) days). A maximum of twenty-five (25) days may be granted at this time.
  - B. When more than the designated number of individuals from a Department request leave time at the same time, seniority shall be the determining factor.
  - C. Individuals wishing to apply for an unpaid leave of absence that will occur prior to the application of the deadline (see #1 above), may do so and individuals will be notified within one (1) week (seven (7) days).
  - D. Individuals wishing to apply for an unpaid leave of absence after the initial deadline (including those not granted initial application) may do so. However, said application shall not be submitted more than thirty (30) days prior to the date of the leave requested, but must be submitted at least one (1) week (seven (7) days) prior to the beginning of

the leave.

- E. Individuals will be notified of the granting of their leave no later than four (4) days prior to the beginning of the leave.
- F. An individual being granted an unpaid leave shall, for the purpose of this clause, be placed on the bottom of the seniority list for their Department after being granted the leave. Full seniority, for the purpose of this clause, shall be restored beginning with the July 1st of the third (3<sup>rd</sup>) school year after which the individual received the unpaid leave of absence.

Example: An employee has twelve (12) years seniority. During 1990-91 they are given an unpaid leave of absence in December. For the balance of the 1990- 91 school year, their seniority would be zero -- the bottom. For the 1991-92 school year, seniority would be (1), and any individual who was granted an unpaid leave of absence after their leave, and any individual who was employed after they received their unpaid leave of absence, would be below them on the list. For 1992-93, said individual's seniority would be (2), again anyone who has been granted a leave of absence after them, or employed after they were granted their leave of absence, would be below them.

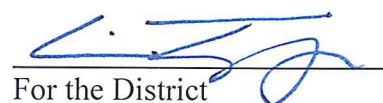
- 10. If any unpaid days remain as of June 1, the unused days would be available for request by employees with less than five (5) continuous years, according to all conditions, except item No. 2 (above). Approval would require mutual consent of the parties to use this provision with final authorization form the District.
- 11. If there are problems with covering the related absences, the District retains the right to withhold approval.

APPENDIX C  
MEMORANDUM OF CLARIFICATION

Below is a clarification of the use of regularly employed bus drivers as substitutes for the (1) A.M. runs, (2) noon-time runs, and (3) P.M. runs.

- (1) **A.M.:** Any regularly employed drivers who do not have a scheduled A.M. run may have their name placed on a rotating substitute list. Any individual who refuses an assignment four (4) times shall have their name removed from the list for the balance of that school year.
- (2) **NOON-TIME DRIVERS:** Any regularly employed drivers who do not have a regularly scheduled noon-time run may submit their name to be placed on the noon-time substitute list. The ten (10) most senior drivers applying shall be placed on the list. Any driver refusing an assignment on four (4) occasions shall have their name removed for the balance of that school year.
- (3) **P.M.:** Any regularly employed drivers who do not have a scheduled P.M. run may have their name placed on a rotating substitute list. Any individual who refuses an assignment four (4) times shall have their name removed from the list for the balance of that school year.

  
\_\_\_\_\_  
For the Employees' Union

  
\_\_\_\_\_  
For the District

4/26/23  
Date

4/26/23  
Date

APPENDIX D  
MEMORANDUM OF AGREEMENT (hereinafter "MOA")

THIS AMENDED AGREEMENT is entered into as of this 26 day of April 2023, by and between the New Hartford Central School District ("Employer") and the New Hartford Employees' Union ("the Union").

The Employer agrees to make an Employer non-elective contribution to the 403(b) account of each covered employee who is eligible for and commences retirement under the state-sponsored retirement system during the term of this agreement, July 1, 2022 through June 30, 2025. The amount of the non-elective contribution shall be equal to the value of each such eligible employee's accumulated leave days, determined in accordance with Article V (E) of the collective bargaining agreement and/or the terms of the District's retirement incentive policy.

Effective the date of this Amended Agreement, the Employer and Union agree to the following:

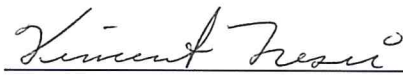
1. No Cash Option No employee may receive cash in lieu of or as an alternative to any of the Employer's Non-elective Contribution(s) described herein. This non-elective employer contribution shall be in lieu of cash compensation provided by the applicable collective bargaining provision and/or non-contractual policy. The District will deposit the above referenced non-elective contribution(s) by no later than July 31<sup>st</sup> following the retirement date.
2. Contribution Limitations in any applicable year, the maximum Employer Contribution shall not cause an employee's 403(b) account to exceed the applicable contribution limit under Section 415(c)(1) of the Code, as adjusted for cost-of-living increases. In the event that the calculation of the Employer Non-elective Contribution referenced in any of the preceding paragraphs exceeds the applicable Contribution Limits, the employer agrees to pay any excess amount as compensation to the employee within thirty (30) days of the retirement date.
3. 403(b) Accounts Employer contributions shall be deposited into the 403(b) account selected by the employee to receive Employer contributions, provided such account will accept Employer Non-elective Contributions. If the employee does not designate a 403(b) account to receive Employer's contributions, or if the account designated will not accept Employer's Non-elective Contributions for any reason, then Employer shall deposit contributions, in the name of the employee, into the endorsed 403(b) program.
4. Tier I Adjustments Tier I members with membership dates prior to June 17, 1971- Employer Non-elective Contribution hereunder will be reported as non-regular compensation to the New York State Employees' Retirement System.
5. This MOA shall be subject to IRS regulations and rulings. Should any portion be declared contrary to law, then such portion shall not be deemed valid and subsisting, but all other portions shall continue in full force and effect. As to those portions declared contrary to law, the Union and Employer shall promptly meet and alter those portions in order to provide the same or similar benefit(s) which conform, as closest as possible, to the original intent of the parties.
6. In agreeing to adopt and/or modify the Plan noted in this Memorandum of Agreement, the District makes no independent representations or warranties concerning the accuracy of any interpretation of law or applicable regulations as advanced to the District or described by the Union, its agents, representatives or other parties.
7. This MOA shall further be subject to the approval of the 403(b) Provider, which shall review the MOA solely as a matter of form and as the provider of investment products designed to meet the requirements of Section 403(b) of the *Internal Revenue Code*. Upon request, ING Life Insurance and Annuity Company ("ILIAC") agrees to provide the Employer with ILIAC's standard hold harmless agreement where the Employer has selected ILIAC as the provider of 403(b) accounts for receipt of Employer Non-elective Contributions.
8. Both the Employer and Employee are responsible for providing accurate information to the 403(b) Provider. This information includes both Elective and Employer Non-Elective Contributions and the amount of the participant's Includible Compensation.

9. **Duration**

- a. The parties expressly agree that this Memorandum of Agreement shall become effective from the date of this signing of this Memorandum of Agreement and, notwithstanding Section 209(a) (1) (e) of the Civil Service Law ("Triborough Amendment"), shall expire on June 30, 2025 unless extended or modified by mutual written agreement between the parties.
- b. Notwithstanding the above paragraph, at 12:01 a.m. on the day following the expiration date of this memorandum, the terms and provisions of the collective bargaining agreement and/or non-contractual board policy shall be fully restored to its former cash compensation status.
- c. Notwithstanding paragraph (a), above, in the event that the Employer is obligated under this Memorandum of Agreement to make any post-employment contributions to any eligible employee after the expiration date of the parties' successor collective bargaining agreement, that obligation shall survive such expiration date and shall remain a continuing obligation until such time as any such post-employment contributions are paid in full in accordance with the provision of this Memorandum of Agreement.

10. This memorandum shall be subject to approval by the Board of Education.

11. All disputes arising related to this Memorandum will be subject to the grievance procedure outlined in the Parties' collective bargaining agreement.

  
\_\_\_\_\_  
For the Employees' Union

4/26/23  
Date

  
\_\_\_\_\_  
For the District

4/26/23  
Date