NYS PERB Contract Collection – Metadata Header

This contract is provided by the Martin P. Catherwood Library, ILR School, Cornell University. The information provided is for noncommercial educational use only.

Some variations from the original paper document may have occurred during the digitization process, and some appendices or tables may be absent. Subsequent changes, revisions, and corrections may apply to this document.

For more information about the PERB Contract Collection, see http://digitalcommons.ilr.cornell.edu/perbcontracts/

Or contact us:
Catherwood Library, Ives Hall, Cornell University, Ithaca, NY 14853
607-254-5370  ilrref@cornell.edu

Contract Database Metadata Elements

Title: Hamilton Central School District and Local 200United, Service Employees International Union (2008)

Employer Name: Hamilton Central School District

Union: United, Service Employees International Union

Local: Local 200

Effective Date: 07/01/08

Expiration Date: 06/30/11

PERB ID Number: 5185

Unit Size: 30

Number of Pages: 42

For additional research information and assistance, please visit the Research page of the Catherwood website - http://www.ilr.cornell.edu/library/research/

For additional information on the ILR School - http://www.ilr.cornell.edu/
AGREEMENT

between

LOCAL 200UNITED, S.E.I.U.

And

HAMILTON CENTRAL SCHOOL DISTRICT

TERM: July 1, 2008 through June 30, 2011
# TABLE OF CONTENTS

<table>
<thead>
<tr>
<th>ARTICLE</th>
<th>Description</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>I</td>
<td>Recognition and Payroll Deductions</td>
<td>P. 3</td>
</tr>
<tr>
<td>II</td>
<td>General Provisions</td>
<td>P. 4</td>
</tr>
<tr>
<td>III</td>
<td>Union Rights and Responsibilities</td>
<td>P. 5</td>
</tr>
<tr>
<td>IV</td>
<td>Working Conditions</td>
<td>P. 5</td>
</tr>
<tr>
<td>V</td>
<td>Job Procedures</td>
<td>P. 9</td>
</tr>
<tr>
<td>VI</td>
<td>Bus Drivers</td>
<td>P. 13</td>
</tr>
<tr>
<td>VII</td>
<td>Leaves</td>
<td>P. 15</td>
</tr>
<tr>
<td>VIII</td>
<td>Vacations and Holidays</td>
<td>P. 18</td>
</tr>
<tr>
<td>IX</td>
<td>Insurance</td>
<td>P. 19</td>
</tr>
<tr>
<td>X</td>
<td>Wages</td>
<td>P. 21</td>
</tr>
<tr>
<td>XI</td>
<td>Retirement</td>
<td>P. 22</td>
</tr>
<tr>
<td>XII</td>
<td>Labor/Management Committee</td>
<td>P. 23</td>
</tr>
<tr>
<td>XIII</td>
<td>Grievance Procedure</td>
<td>P. 23</td>
</tr>
<tr>
<td>XIV</td>
<td>Negotiations Procedures</td>
<td>P. 25</td>
</tr>
<tr>
<td>XV</td>
<td>Past Conditions</td>
<td>P. 26</td>
</tr>
<tr>
<td>A</td>
<td>Basic Salary Schedule</td>
<td>P. 27</td>
</tr>
<tr>
<td>B</td>
<td>Part-time Bus Driver Salary Schedule</td>
<td>P. 28</td>
</tr>
<tr>
<td>C</td>
<td>Teacher Aide Salary Schedule</td>
<td>P. 29</td>
</tr>
<tr>
<td>D</td>
<td>Teaching Assistants</td>
<td>P. 30</td>
</tr>
<tr>
<td>E</td>
<td>Bus Driver Seniority List</td>
<td>P. 31</td>
</tr>
<tr>
<td></td>
<td>Duration/Signature Page</td>
<td>P. 32</td>
</tr>
</tbody>
</table>
AGREEMENT

This Agreement, by and between the Superintendent of Schools of the Hamilton Central School District, Madison County, New York, hereinafter termed the “District” and the SEIU, Local 200 United, hereinafter termed “Union”, wherein it is mutually agreed as follows:

The term of this Agreement shall be for the period July 1, 2008 through June 30, 2011.

ARTICLE I – RECOGNITION AND PAYROLL DEDUCTIONS

A. RECOGNITION:

The District, pursuant to Section 206 of the Civil Service Law, hereby recognizes the Union as the sole and exclusive bargaining agent for all teaching assistants, teacher aides, custodians, bus drivers and mechanics (except Dispatcher), cafeteria employees (except Cook/Manager), maintenance employees (except Supt. of Buildings & Grounds), and clerical employees (except such clerical employees previously designated as confidential) for the purpose of collective bargaining for terms and conditions of employment and the administration of grievances arising thereunder. Per diem substitutes shall not be considered part of the bargaining unit. Each month the District will notify the Union of name, address and seniority date of newly hired employees. The District will also notify the Union of all employees who have terminated employment and the reason for such as retirement, quit, etc.

B. DUES DEDUCTIONS:

1. As required by law the District agrees to deduct union dues from the salaries of union members. The Union agrees to hold the District harmless for any ordinary negligence with regard to this paragraph of the Agreement. The District agrees to provide the following information on the union check-off on a monthly basis: Name, Date of Hire, Social Security, Dues paid, Full-time/part-time, Hourly rate, Number of normal hours worked and Termination date.

2. The Union shall certify to the District, in writing, the current rate of membership dues for each Union member approved for payroll deduction. The Union shall give the District thirty (30) days written notice prior to the effective date of any rate change in the dues of the Union.

3. Dues deductions shall be made in the following manner:

   a. The total of all dues monies for the Union shall be deducted in 20 equal installments, beginning with the second payroll date in September.

   b. No later than the first payroll date in September, the Union shall:
i. Provide the District with a list and the original signed authorization cards of those employees who have voluntarily authorized the District to deduct such Union dues.

ii. The District shall, following each payroll date from which a dues deduction is made, transmit the amount so deducted in one check to S.E.I.U. Local 200 United, Syracuse, NY within ten (10) days. The final transmittal for the year shall be accompanied by a listing of the members for whom deductions have been made and the amount deducted for each.

iii. Any employee leaving the District prior to the end of the school year should have the prorated share of Union dues deducted from his/her salary. The same should hold for any employee initiating employment subsequent to the beginning of the school year (September 1).

4. Committee on Political Education (COPE) – Upon receipt of written authorization from an employee, the Employer shall pursuant to such authorization, deduct from the wages of the employee a sum specified in said authorization, and remit same for the SEIU Committee on Political Education (COPE). The Union shall provide a standard “Voluntary COPE Deduction Authorization Form” for the purpose of this authorization.

C. OTHER PAYROLL DEDUCTIONS:

1. Credit Union and/or Direct Deposit
2. Tax Sheltered Annuities – limited to existing companies
3. Insurance
4. Flexible Spending Plan

ARTICLE II – GENERAL PROVISIONS

A. REPRODUCTION AND DISTRIBUTION OF AGREEMENT

Copies of this Agreement shall be mimeographed and distributed, at the expense of the District, to all members of the bargaining unit, and the District shall also provide the Union with an additional 12 copies of the Agreement.

B. When contacted by the Union, the District shall notify the Union of any bargaining unit employees who are hired or leave the employ of the District.
C. Except as limited by expressed provisions of the Agreement, all rights, powers, duties, authority and responsibility currently possessed by the District are retained by the District.

ARTICLE III – UNION RIGHTS AND RESPONSIBILITIES

A. PROFESSIONAL CONFERENCES AND ACTIVITIES

The Union shall be allowed up to a maximum of five (5) aggregate workday absences annually during each school year to allow its representative(s) to attend out-of-district conferences or meetings dealing with Union business. In all cases of absences for Union business, notification to the Management shall be required and given at least three (3) days in advance of such absences whenever possible.

The cost of substitute service for such absences, if necessary, will be borne by the District. There will be no loss of pay or other benefits to the Union representative(s) resulting from any such absences.

B. UNION BUSINESS LEAVE

Union Stewards or Officers who have been continuously employed for at least one (1) year may request a leave of absence for union business without pay for a period of time not to exceed one (1) year. This request must be in writing and must be accompanied by a letter from a Local 200 United representative requesting the leave of absence. Such leaves are subject to approval by the Superintendent. The District may choose to limit this option to no more than one employee at a time. Employees on a leave of absence for Union business will continue to accrue Company Seniority.

ARTICLE IV – WORKING CONDITIONS

A. EXPENSES

1. Job Expenses

   a. All cafeteria employees will be provided two (2) uniforms including shoes each year, if needed. Such uniforms will be provided at no charge to the employee.

   b. Custodial and maintenance employees will receive four (4) full uniforms, including footwear each year as selected by the District, if needed.
2. **Transportation Expense**

   a. For job-related transportation, school vehicles may be made available, and shall be used to minimize the cost to the district.

   b. The use of a private car must be authorized, in advance, by the Superintendent or his/her designee and approved only when such is to be an advantage to the District.

   c. Mileage reimbursement for the use of an employee's private vehicle shall be established by the Board provided, however, that such rate shall be reasonably calculated to reimburse the employee for use of the said vehicle.

B. **OVERTIME**

1. **General Overtime**

   a. If an employee works more than forty (40) hours in a given week, the employee shall be paid one and one-half (1 ½) times his/her regular hourly rate for any work in excess of forty (40) hours in one (1) week. For work beyond the employee's normal work-day but less than eight (8) hours or beyond the employees' normal work week, but less than forty (40) hours, the employee shall receive compensation for such hours at his/her regular hourly rate of pay. Where possible, overtime work will be distributed equitably.

   b. The normal work week is considered to be five (5) consecutive days.

   c. The employer agrees not to reduce an employee's normal work week hours for the purpose of eliminating payment of overtime.

2. **Holiday Pay**

   Employees who, because of emergency conditions are required to work on those holidays for which they normally receive pay, will receive the normal holiday pay to which they are entitled and, for hours actually worked on such holiday, one and one-half the regular hourly rate being paid for his/her regular employment or position. When it is advantageous to the District to have some employees work on a specified holiday, the District may give the employee an alternative day off with the employee's consent.
3. **Call-In Pay**

Whenever an employee is called in for overtime or holiday work, said employee shall be guaranteed two (2) hours' pay at overtime rate.

4. **Extra-Function Pay**

   a. Food service helpers, custodians, and maintenance employees shall receive extra-function pay when approved. The rate for extra functions will be as follows:

<table>
<thead>
<tr>
<th>Year</th>
<th>2008-09</th>
<th>2009-10</th>
<th>2010-2011</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$15.27</td>
<td>$15.88</td>
<td>$16.59</td>
</tr>
</tbody>
</table>

   b. Such pay will be received when an employee is asked to work in an assignment other than the regular task, i.e., serving at evening or weekends meetings, receptions, or building facility use when extra help is requested.

c. An effort will be made to distribute extra-function duties on an equitable basis.

d. Extra-function pay shall be paid within four (4) weeks.

e. Extra-function pay for activities originating from outside groups will be paid at time and a half the rate noted in (a) above. Payment will be made from the outside organization to the District who in turn will pay the employee.

<table>
<thead>
<tr>
<th>Year</th>
<th>2008-09</th>
<th>2009-10</th>
<th>2010-2011</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$22.91</td>
<td>$23.82</td>
<td>$24.89</td>
</tr>
</tbody>
</table>

C. **CIVIL SERVICE EMPLOYEES**

All full-time, non-instructional employees of the Hamilton Central School District are subject to the regulations of the Civil Service Commission of Madison County.

Each position is classified as competitive, non-competitive or labor class according to such Civil Service regulations, thus the reference to this employee group as the Classified staff.

Employees in competitive class positions must qualify for their position by examination and, after satisfactorily completing the probationary period, may only be dismissed according to Section 75 of the Civil Service Law. Except that in the case of a reduction in work force, the District and the Union agree to reopen this provision in the contract.
Employees in non-competitive class positions are not subject to examination, but must meet qualifications prescribed in the Civil Service specification for the particular position.

All employees must serve a probationary period of not less than eight nor more than twenty-six weeks, during which their service will be evaluated. All other employees are subject to evaluations once each year, as are competitive class employees who have completed their probationary period.

D. **REGULAR AND PART TIME EMPLOYEES**

All Bargaining Unit employees shall be classified as either regular full time or regular part time employees.

1. Regular full time employees are those persons who are employed not less than 37.5 hours per week.

2. Regular part time employees are those persons who are employed at least 20 or more hours per week, but less than 37.5 hours per week.

E. **CLERICAL, TEACHING ASSISTANT, TEACHER AIDE, AND FULL TIME CAFETERIA PERSONNEL WORK WEEK**

The normal work week for clerical, teacher aides, teacher assistants and full-time cafeteria personnel is thirty-seven and one half (37.5) hours with one 15 minute paid break and one 30 minute unpaid lunch break.

Teacher Aides, Assistants, Cafeteria employees and Bus Drivers shall work the instructional calendar.

F. **CUSTODIAL AND MAINTENANCE WORK WEEK**

1. The normal work week for custodial and maintenance employees is for (40) hours comprised of five (5) consecutive eight (8) hour days with one fifteen (15) minute paid break and one (1) unpaid lunch break of thirty (30) or sixty (60) minutes to be determined by the employee and the Superintendent of Buildings and Grounds.

2. Except for emergencies, a twenty-four (24) hour notice will be provided in the event there is a change in the work schedule.

3. Those employees who normally work either the second or third shift shall be entitled to a shift differential as follows:

<table>
<thead>
<tr>
<th></th>
<th>2008-09</th>
<th>2009-10</th>
<th>2010-11</th>
</tr>
</thead>
<tbody>
<tr>
<td>Second Shift</td>
<td>41 cents</td>
<td>43 cents</td>
<td>45 cents</td>
</tr>
<tr>
<td>Third Shift</td>
<td>55 cents</td>
<td>57 cents</td>
<td>60 cents</td>
</tr>
</tbody>
</table>
G. WORK YEAR

All Bargaining Unit employees shall be further classified as either twelve (12) month or instructional calendar employees.

1. Twelve (12) month employees shall work all regularly scheduled work days between July 1 and June 30 each school year. Current positions designated as twelve (12) month positions are: Maintenance, Custodian, Cleaner, Account Clerk/Typist, Clerk, Typist, and Office Assistant I.

2. Instructional calendar employees shall work the instructional calendar, or as otherwise directed by the District. Current positions designated as instructional calendar are: Cook, Food Service Helper, Teacher Assistant, Teacher Aide, and Bus Driver.

The District reserves the right to designate whether a position shall be classified as twelve (12) month or instructional calendar.

H. LUNCH PERIOD

Subject to scheduling considerations, all employees working more than four (4) hours per day are entitled to at least one-half hour unpaid lunch break. Those employees working their lunch hour will be compensated in wages.

I. EMERGENCY SCHOOL CLOSING

In the event students are not required to attend school due to emergency conditions, instructional calendar employees need not report for work, but all other members of the bargaining unit must report for work unless specifically told not to by the Superintendent or his/her designee. If the employee arrives late for his/her assignment, the employee shall not lose any pay provided he/she made a good faith effort to report to his/her assignment.

ARTICLE V - JOB PROCEDURES

A. SENIORITY

1. Seniority shall begin from the first date of employment by the District and shall be based on continuous employment with the District, including all approved paid leaves of absence.

2. If at any time it is necessary to institute a reduction in force, civil service law and regulation shall apply. Laid off employees shall be placed on an eligibility list for a period of one (1) year.
As long as there is no legal prohibition, an employee who is excised (i.e., the least senior employee in a job classification for which a position is eliminated) from one job title may assume the position of the least senior employee in any other job title in the District previously occupied by such employee provided (s)he has greater District service than the employee in the job classification to which (s)he seeks to return. It is expressly understood that the employee shall work the same work schedule as the employee (s)he is displacing, and that his/her rate of pay will be appropriately adjusted for the work year of the position, if changed, by adding or subtracting the difference between the starting salary rates for such positions.

3. Recall – Employees who have been laid off last in the appropriate Civil Service title shall be the first to be recalled in the appropriate Civil Service title.

4. Any employee who is to be laid off shall receive at least three (3) weeks written notice of same. Additionally, instructional calendar employees who will not be retained for the following school year shall be notified as soon as possible but in no event later than June 30; subject to such additional criteria as promulgated by the Board.

B. JOB POSTING

1. Notice of all non-instructional job openings within the District shall be posted in the school building, and the bus garage. Such notices shall include a job description, salary notice, and work location of said position. Such posting will be done five (5) days in advance of any public posting.

2. All applications for such positions shall be in writing, formally acknowledged by the District. Qualified employees formally submitting an application shall be granted an interview for the vacancy.

3. From July 1 to September 1, job notices, in addition to posting, shall be mailed to the Divisional President of the Union.

4. Appointments to fill the vacancy shall be made in accordance with applicable provisions of Civil Service Law and rules.

C. TRANSFERS/ASSIGNMENTS

In making promotions and/or transfers of assignment, the qualifications, seniority and ability of the individual employee shall be considered. In any transfer, employees retain their total length of service for all benefit purposes.

1. Involuntary Reassignment

No employee shall be reassigned to another position outside of his/her job classification in an unreasonable, capricious or arbitrary manner.
D. PERSONNEL INFORMATION AND DATA

1. Information for New Employees

Upon beginning employment, and within fifteen (15) school days from effective date of employment, the District will furnish the employee with all relevant information, as is available, concerning District programs relating to Retirement System, Social Security and Insurance.

2. Data and Records

a. The employee is responsible for filing payroll information and other personnel data, as requested by the District, and thereafter to inform the District of any change in personal status that may affect such payroll or program relationships.

b. Bargaining unit employees shall have the right to review their personnel file, with the exception of pre-employment letters of recommendation and other pre-employment confidential information. The personnel file may not be removed from the office location by the employee or his/her representative. Copies of any material contained in the personnel file of the bargaining unit employee or his/her representative shall be available to the employee or his/her representative with the cost for such copy being paid by the employee. The personnel file mentioned herein shall be that file as maintained in the District Administration Office.

c. The bargaining unit employee has the right to attach a rebuttal to any material placed in his/her personnel file.

d. Access to the personnel file of any bargaining unit member shall be limited to such reasonable times as a person designated by the Superintendent is available to witness the inspection of the file. A bargaining unit member may have access to his/her personnel file within three (3) working days after submitting to the office of the Superintendent his/her request to review its contents.

Time required to gain access to the personnel file of the employee when such access is desired in relation to a grievance shall not adversely affect the time limits stipulated in the grievance process.

e. If an employee’s signature is required to be affixed to any material to be placed in his/her personnel file, said signature shall indicate only that the employee has knowledge of the material being so placed.

f. If material relating to an employee’s job performance is placed within an employee’s personnel file, the District will insure such material is accurate and the employee will be given the opportunity to review the material before it is placed within his/her file. The employee shall sign the material to show that he/she has reviewed the document but not necessarily in agreement with the contents thereof. The employee shall
also have the opportunity within seven (7) days of review of the document to submit a rebuttal or explanation thereto which shall be attached to said document, subject to reasonable delays requested by the Superintendent for the purposes of gathering subject information.

3. Medical Examinations

a. Records relating to an employee's physical or mental health shall not be considered as matters of public record and access to such records shall be limited to those people who have a legitimate interest therein except as otherwise permitted by law.

E. EMPLOYEE EVALUATION

1. Purpose

The District and Union agree that all employees shall be evaluated in order that the District and the individual employee will have an appraisal of the employee's performance.

2. Procedure

a. Criteria and the form used in the evaluation process shall be made known to the employee.

b. At least one (1) such written evaluation of each employee shall be made each year by the employee's supervisor and a copy of the report reviewed with the employee prior to its becoming a part of the employee's personnel record. One (1) copy of the report shall be given to the employee. The evaluation shall usually not be made during the first month of employment and in no cases shall it be made during the first week. For continuing employees these evaluations shall be made at anytime during the year.

3. Employee Discipline

Employees shall not be disciplined, i.e. reprimanded, fined, reduced in rank or compensation, suspended or dismissed without just cause.

4. Teaching Assistants: Effective September of 2007, probationary Teaching Assistants will receive a minimum of three annual observations. Tenured Teaching Assistants will receive observations at the discretion of the Superintendent.
F. RESIGNATIONS

If an employee intends to resign, written notification shall be given to his/her supervisor no later than two weeks prior to the last day of work. Such notification is required of twelve-month employees to be eligible for unused vacation pay.

ARTICLE VI - BUS DRIVERS

A. Training

1. Bus drivers must meet the State Education Department requirements pertaining to licenses and training.

Bus drivers who successfully complete the Basic Bus Driver Training Course after July 1, 1997, will be paid a stipend of $200 for training expenses. Bus drivers may not advance beyond Step 3 of the salary schedule unless they have successfully completed the Basic Bus Driver Training Course.

Bus drivers who successfully complete the Advanced Bus Driver Training Course after July 1, 1997, will be paid a stipend of $100 for training expenses. Effective July 1, 1997, this training must be updated every six years in order to continue to advance on the salary schedule. Bus drivers may not advance beyond Step 6 of the salary schedule unless they have successfully completed the Advanced Bus Driver Training Course.

2. Each year, bus drivers will be required to take a safety training refresher course and attend a Right-to-Know course designated by the Superintendent. Whenever possible, these courses shall be scheduled on a Superintendent's Conference Day.

B. Attendance

1. Bus drivers must report for duty at 6:20 a.m. and 2:15 p.m. unless otherwise approved by the head bus driver.

2. Bus drivers inexcusably late for a bus trip will lose ¼ day of personal leave. If personal leave is exhausted, ¼ of the standard daily payroll deduction will be made. The time clock will be used for all regular and special trips.

3. Bus drivers absent for reasons not covered under existing policies or for more than those allocated for the year will receive a payroll deduction at the rate of 1/185 of their pay for each day of absence (1/370 per half day).

4. Bus drivers may not pay substitutes. All substitute drivers will be scheduled by the transportation supervisor. Pay and allowances will be authorized by the Board of Education.
C. Compensation

1. Compensation rates for special trips within the Hamilton Central School District will be arranged by the Business Office.

2. Compensation rates for special trips outside the Hamilton Central School District will be paid in accordance with Appendix B and have a guarantee of a two (2) hour minimum. The only exception will be when a driver is assigned a run, within the school district, which is connected to the morning or afternoon run, the driver will be guaranteed a one (1) hour minimum at the special trip rate of pay.

3. Drivers will be reimbursed for meals upon timely submission of voucher and receipts. Reimbursement will be made following the monthly Board meetings.

4. Bus drivers' regular contracts will be for the school year and may involve multiple trips on special days when school schedules demand it; e.g., taking elementary students home at noon. Compensation for these extra bus runs will be made at the special trip rate.

D. Trip Assignments

1. Requests for drivers for special trips will be processed by the Dispatcher, who will maintain the assignment list. Whenever possible, special trips are to be assigned on a rotational seniority basis every fourteen (14) days. See APPENDIX E.

2. A special trip will be first offered to that driver whose name is highest on the seniority list who has not, in any single pass through the list, been previously offered special trip assignment. When a driver accepts assignment and makes a special trip or when a driver who has been offered a trip on the basis of his/her seniority refuses to accept assignment, he/she will not be offered a second trip until all other drivers have been offered assignment. When a driver refuses to accept a trip, it is to be offered to the individual next highest on the seniority list.

3. In such trip assignments according to the plan outlined above, athletic team trips are to be considered special trips.

E. Trips occurring daily all-year, other than regular AM/PM runs and BOCES Special Education trips, will be posted annually and assigned based on the seniority list rotating to the next most senior driver for each available position. Compensation for trips other than the regular AM/PM runs will be calculated annually based on the trip time.

Attendance - The workday for regular bus drivers is 3.5 hours/day. Bus drivers must report to duty at 6:20 a.m. and 2:20 p.m. unless otherwise approved by the Head Bus Driver.
Drug Testing - When called in for drug testing, drivers will be paid at a rate of $8.09 per hour.

ARTICLE VII – LEAVES

A. Employees shall be entitled to sick leave without loss of pay, prorated for part-time employees.

B. Employees shall receive the following sick leave entitlement;
   1. 12 month employees – 16 days per year accumulative to 165 days (4 of which may be personal, 9 of which may be for family sick leave).
   2. 10 month employees – 12 days per year accumulative to 165 days (4 of which may be personal, 8 of which may be for family sick leave).

C. Current sick leave entitlement will be credited to each employee at the beginning of the school year. Such days may be used in quarter, half or full day units. Accumulated sick leave will be calculated at the end of the District’s fiscal year.

D. Family sick leave days granted each year may be used for illness in the immediate family (spouse, child or parent) when such illness requires the attention of the employee. It is expressly understood that sick leave days accumulated in prior years are available only for personal illness and not illness in the immediate family.

E. Any unused sick leave days shall be carried forward, but the total of accumulated leave shall not exceed the limit specified above.

F. Employees who begin employment during the school year shall be credited with a proration of the annual sick leave based upon time remaining between the starting date and the following June 30

G. The District may require a doctor’s certificate for absences of three (3) days or more, or under such other conditions as may be determined by the Superintendent of Schools.

H. Employees shall be permitted leave days with pay for the following reasons provided that they are employed an average of twenty (20) hours or more each week.

   1. Up to ten (10) days of leave shall be available for an instance of serious sickness and/or death in the immediate family. Immediate family shall consist of the spouse, child, parent, or other relative of the employee or spouse who is a member of the employee’s household. Under the extenuating circumstances of death or critical illness within the family and with the approval of the Superintendent, any number of leave days up to the total number of accumulated sick leave days may be taken. Such leave will be
deducted from accumulated sick leave. In the event the employee has exhausted all sick and personal leave, and a death in the immediate family occurs, the District will provide 1 – 3 days of bereavement leave.

2. Full time employees or part-time employees working a full work week may participate in a sick leave bank program. Each participating employee will transfer two (2) days of their accumulated sick leave to the sick leave bank at the end of each academic year in which they have participated in the program, if needed. Employees participating in this program may draw on the sick leave bank to help cover an extended leave due to illness after their own accumulated sick leave has been exhausted provided this request is approved by the Sick Leave Bank Committee.

   a. Participation must be voluntary.

   b. No later than seven (7) days after an employee begins his/her duties each contract year the employee will inform the Superintendent if he/she desires to participate in the program.

   c. Only those who have participated in the program since the beginning of a contract year may be eligible to receive benefits during that year.

   d. An employee is not eligible to draw upon sick leave bank if also drawing Workers Compensation or Disability.

3. Personal Leave

   a. All full time unit members shall be entitled to use four (4) days of their sick leave as Personal Leave per school year, prorated for part-time employees. Such days may be utilized in quarter day, half day, or full day units. Used personal days shall be deducted from earned sick leave. Any unused Personal Days shall be credited to the employees Sick Leave account at the end of the school year.

   b. Unit members shall be required to notify their supervisor of their intention of using a Personal Leave day at least three (3) days prior to the date of the Leave, except under unusual circumstances.

   c. For instructional calendar employees, Personal Leave days must not be taken on days immediately preceding and/or subsequent to scheduled vacations. For purposes of this section, vacation shall mean any time schools are closed consecutively for five (5) calendar days or three (3) school days.

   d. An hourly employee working an average of less than twenty (20) hours per week shall be entitled to one (1) Personal Leave day per year for which no reason need be stated.
e. Paid personal leave shall be used for a required attendance at a court or administrative proceeding and personal business which can be taken care of only during regular working hours. Such leave shall not be used for an individuals’ holidays, vacation, or second employment purposes.

I. JURY DUTY

1. Bargaining unit employees called for jury duty will be allowed to fulfill this duty at no loss of pay. For such days on which the employee serves on jury duty, the District will pay the employee his/her regular daily rate of pay and the employee shall reimburse the District any compensation received from the applicable court of those work days less travel, meals, or any other expense reimbursement.

2. Employees serving jury duty will be expected to report for work on any day in which he/she has been excused from jury duty by eleven o’clock a.m. and the employee shall return to work in a timely manner to be available for duty immediately following the normal lunch period.

J. UNPAID LEAVES

Unpaid leaves may be granted at the discretion of the Board of Education based on such extenuating circumstances as may exist on the date of the request. Granting such request is at the sole discretion of the Board and not subject to the grievance procedure.

1. Bargaining unit employees shall have the right to an extended unpaid leave of absence for child care or family purposes. Such leave may be for up to one (1) year and, for instructional calendar employees, shall terminate on a date coincidental with the end of either the first semester or the end of the school year. Extensions of the leave shall be granted for up to an additional year if the request for the extension is due to a medical problem certified by a physician. Employees may request extended unpaid leaves of absence for other reasons. Such requests will be reviewed by the Superintendent and the Board of Education, who shall have sole discretion as to whether or not they will be approved.

If an employee has been on an unpaid leave of absence for two (2) or more consecutive years, for any reason (s), any request for an extension thereof shall rest within the sole discretion of the Superintendent and the Board of Education.

2. Requests for such leaves must be submitted in writing to the Superintendent at least thirty (30) calendar days prior to the commencement of the requested leave. The request shall state the reason for the request and the duration of the requested leave.

3. Employees on extended unpaid leave of absence shall, no less than ninety (90) days prior to the expiration of the leave, notify the Superintendent, in writing, of
their intent to return to employment at the expiration of the leave. Employees who fail to provide this notice shall be deemed to have abandoned their position.

4. No employee benefits based on length of service shall accrue during the period the employee is on unpaid leave of absence nor shall any employee be entitled to paid sick leave during the leave of absence.

5. All employee benefits earned prior to the leave shall remain in effect during the leave and shall not be diminished upon the return to active service.

6. Health insurance premiums, or any other benefits paid in full or part by the District, must be paid in full by the employee during the period of such leave if the employee wishes to retain such coverage.

K. VOLUNTARY FIREMAN AND AMBULANCE DRIVERS

Employees absent from work due to their volunteer service as fireman or ambulance member, may be granted leave with pay in order to perform such service. The Superintendent and union representative will develop procedures and regulations regarding acceptable leave or compensatory time to offset such leave time. Where volunteer time may be scheduled (e.g. ambulance service) the employee will give preference to non-work time.

ARTICLE VIII – VACATIONS & HOLIDAYS

Vacation time is granted to employees as follows:

a. Vacation time accrues at the rate of one day per month up to a maximum of ten (10) days in any one year.

b. All twelve (12) month employees will receive one additional day for each year after five years of service at Hamilton Central School, up to a maximum of 15 days vacation with pay. After ten years of service, each employee will receive an additional day up to 20 days for each additional year of service.

c. Vacation time will be arranged through the Superintendent’s office and will be scheduled in such a manner that it will not interfere with the normal operation of the school.

d. Personnel, although expected to be on duty each work day, will have the option of taking part of their vacation on a day-to-day basis if they so choose. Exercising this option requires that scheduling arrangements be made with the employee’s immediate supervisor.

e. Vacation time shall apply only to twelve (12) month employees.
f. In the event of a death of an employee, the district will pay to the employee’s spouse any earned, unused vacation credit which would have been due to the employee.

HOLIDAYS

1. 12 month employees shall be paid for the following holidays:

   Labor Day          New Year’s Day
   Columbus Day      Martin Luther King, Jr. Day
   Veteran’s Day      President’s Day
   Good Friday        Memorial Day Observance
   July 4th Day
   Thanksgiving Observance and day after
   Christmas Observance and one additional day

   If a holiday falls on a Saturday, it shall be celebrated on the preceding Friday; if a holiday falls on a Sunday, it shall be celebrated on the following Monday, provided, however, that the same does not conflict with school.

2. In the event one of the above named holidays falls on a day school is in session, all employees shall work such day and the President of the Hamilton School Employee Unit and Superintendent of Schools shall meet to determine an alternate holiday.

3. Ten month hourly employees shall be paid for the following holidays:

   Veteran’s Day, Christmas Observance, Memorial Day Observance, Labor Day, Thanksgiving Observance, President’s Day, Columbus Day, New Year’s Day, Martin Luther King Day

ARTICLE IX – INSURANCE

Effective July 1, 2007, a comprehensive health insurance plan will be provided by the District to bargaining unit employees on the first day of employment.

The following shall be eligible to participate in the District’s health insurance program.

(1) Regular, full-time 12 month employees
(2) Regular, full-time instructional calendar employees
(3) Regular Bus Drivers
(4) The District pays seventy percent (70%) of the individual coverage and fifty percent (50%) dependent coverage for those part-time employees
(more than twenty “20” hours per week) who have worked for the District one (1) year.

The District will contribute to the premium cost of the health insurance plan as follows:

Individual Coverage: District pays 100% of the premium cost.

Dependent Coverage: District pays 100% of the individual coverage and 85% dependent coverage.

Prescription Drug Plan: As part of the comprehensive health insurance plan, the District will provide a prescription drug plan for eligible employees. The co-pay for prescription drugs shall be $5.00 for generic drugs and $10.00 for brand drugs.

Dental Insurance: The District will provide dental insurance coverage for each employee eligible for the comprehensive health insurance plan. The employer shall pay 100% of the cost for individual coverage under the dental plan and 20% of the additional cost for family coverage.

Vision Insurance: The District will pay 100% of the cost of the premium for a basic vision plan.

Disability Insurance: The District shall provide at no cost to the employee, disability insurance coverage.

Retirees: Employees who retire during the life of the contract will receive an employer contribution for insurance as follows:

| Health:     | Individual 100% | Dental:     | Individual 100% |
|            | Family 85%      |            | Family 20%       |
| Prescription | $5/10 co-pay.   |            |                 |

| Vision:     | Individual 100% |
|            | Family 100%     |

Nothing in this article shall be construed as allowing the District to lower the amount, type or benefits provided as insurance at any future date notwithstanding any future change in the teachers' contract. This article shall not be construed as allowing the District to modify the same.
ARTICLE X – WAGES

A. BASIC SALARY SCHEDULE – SEE APPENDIX A
PART-TIME BUS DRIVERS SALARY SCHEDULE – SEE APPENDIX B
TEACHER AIDES SCHEDULE – SEE APPENDIX C

The overall increase for all wage schedules/compensation shall be:

4.0% for 2008-2009  4.0% for 2009-2010  4.5% for 2010-2011

B. PROPOSED SALARY SCHEDULE FACTORS:

A list of salary schedule factors appears below. These factors have been established by the Board of Education to differentiate between personnel considering such items as the employee’s area(s) or responsibility, supervision, workload, and skills or training required for the performance of their duties. Part-time food service, custodial, or cleaner will be paid at equivalent annual basic salary for similar position on an hourly basis x .95 factor.

| Maintenance | 1.30 | Account Clerk/Typist | 1.20 |
| Custodian | 1.20 | Office Assistant I | 1.20 |
| Cleaner | 1.10 | Principal Clerk | 1.20 |
| Cook | .65 | Clerk | 1.10 |
| Food Service Helper | .60 | Typist | 1.10 |
| Attendance Aide | 1.25 | Acct. Clerk/Typist | 1.35 |

C. LONGEVITY

Following five continuous years of service in the Hamilton Central School District:

<table>
<thead>
<tr>
<th>2008-09</th>
<th>2009-10</th>
<th>2010-11</th>
</tr>
</thead>
<tbody>
<tr>
<td>Basic Non-Professional Salary:</td>
<td>$555</td>
<td>$577</td>
</tr>
<tr>
<td>Part Time Driver’s Salary:</td>
<td>$210</td>
<td>$218</td>
</tr>
<tr>
<td>Teaching Assistants:</td>
<td>$419</td>
<td>$436</td>
</tr>
<tr>
<td>Teacher Aides:</td>
<td>$419</td>
<td>$436</td>
</tr>
</tbody>
</table>

A similar increment is earned at the completion of ten, fifteen, twenty and twenty five years of service in the District. Service increments are not subject to increases by calculations involving salary schedule factors.

D. OTHER COMPENSATION

1. When the District exercises its discretion to assign a Teaching Assistant or a Teacher Aide as a substitute teacher for a period beyond two consecutive hours, the District agrees to pay the Teaching Assistant or the Teacher Aide the period beyond the
two consecutive hours. The rate of pay for the period beyond the two consecutive hours shall be the employee’s regular rate of pay, or the uncertified substitute teacher rate of pay, whichever is higher.

2. The District agrees to pay an employee up to eight (8) hours of pay annually for attending a workshop or conference during hours outside of the employee’s regular work shift, provided the request was approved in advance by the Superintendent of Schools. The rate of pay for attending the workshop/conference is $8.09 per hour.

3. There will be no tuition charge assessed for children of non-resident staff who have been accepted for enrollment. Children of non-resident staff will be accepted for enrollment if such enrollment:

   a. does not cause class size to exceed limit established by the Board of Education.

   b. courses/program available within Hamilton Central School’s staffing and school building.

4. Extra-curricular activity assignments (not occurring during the regular work shift of the employee) such as concert supervision, spectator bus chaperone, or ticket-taker/chaperone for athletic events will be paid at a rate of $40.00 per assignment. For assignments less than 2.5 hours, the stipend may be prorated; however in no event will the stipend be less than $30.00. Such assignments shall be performed by bargaining unit employees and where possible will be rotated as deemed appropriate by Principal and/or Athletic Director.

ARTICLE XI – RETIREMENT

1. INCENTIVE:

   An employee eligible for retirement according to regulations of the New York State Employees Retirement System, who has a civil service rating and at least 15 years of service in the Hamilton Central School District, may, if he/she notifies the Board, in writing, by April that he/she will retire after two more years of service, be provided an additional $500.00 longevity increment for each of the last two years of his/her service. If an employee who has a civil service rating and who in one year will be eligible for retirement, notifies the Board of Education, in writing, by April 1 that he/she will retire after one more year of employment, the Board will provide a longevity increment of $1,000.00 for the last year of his/her service.

   Full time employees shall be eligible for this benefit.
Part-time employees shall be eligible for this benefit based on a proration of time employed.

For employees not meeting the above criteria a longevity increment may be given at the discretion of the Board of Education.

2. **UNUSED SICK PAY:**

Any employee, upon retirement, shall be compensated for his/her unused sick days beyond the 165 days cap at 50% of his/her per diem rate up to a maximum of $40/day.

**ARTICLE XII – LABOR/MANAGEMENT COMMITTEE**

The Superintendent agrees to meet quarterly with a Committee of not more than four persons to be designated by the Union. The purpose of the quarterly meetings shall be to discuss pertinent School District matters, including labor relations. The Committee shall notify the Superintendent at least one week in advance of any proposed meeting, which shall thereafter be scheduled as promptly as the Superintendent’s calendar permits. Such notice may be either written or verbal, but must include notification to the Superintendent of matters proposed to be discussed at the meeting. Matters not listed in the notice may be discussed at the meeting only with the consent of the Superintendent.

**ARTICLE XIII – GRIEVANCE PROCEDURE**

The parties agree that the following grievance procedure will be effective:

**Grievance:** A grievance is any dispute arising between the employer and an Employee concerning alleged violations of interpretation and/or application of this contract.

**Aggrieved Party:** Any person or group of persons employed by the Hamilton Central School and covered by this agreement.

**Representative:** The Union.

**Supervisor:** Any person who is assigned to exercise any level of supervisory responsibility of the employees.

**Superintendent:** The Superintendent of the Hamilton Central School.

**BASIC STANDARD PRINCIPLES**
A. Every grievant shall have the right to present his/her grievance in accordance with the provisions of this policy, free from interference, coercion restraint, discrimination, or reprisal.

B. Under these established grievance procedures, a grievant has the right to be represented by the Union.

C. Since it is important that grievances be processed as rapidly as possible, the number of days indicated in each level should be considered a maximum and every effort should be made to expedite the process. The time limits may, however, be extended by mutual agreement.

D. Conference and hearings held hereunder shall be held during non-working hours and conducted at a time and place which will afford a fair and reasonable opportunity for all persons entitled to be present to attend. In light of this, there shall be no interference with instructional program.

E. Failure at any step of the procedure to appeal a grievance to the next step within the specified time limits shall be deemed acceptance of the decision rendered at that step. Failure at the first two levels in the procedure to communicate the decision on a grievance within the specified time limits shall permit the aggrieved party to proceed to the next step.

F. This grievance procedure shall not apply to any matter as to which (1) a method of review is prescribed by law such as Section 75 disciplinary proceedings or (2) which is governed by any rule or regulation of the State Commissioner of Education having the force and effect of law, or (3) is superseded by any by-law of the Board of Education.

PROCEDURE

Level 1:

The person with a grievance shall first discuss the matter with his/her immediate supervisor or principal, whichever is appropriate, with the objective of resolving the matter informally. The above mentioned initial discussion shall take place within twenty (20) working days of the first occurrence of the complaint or act.

Level 2:

If the grievant is not satisfied with the disposition of his/her grievance at Level 1, he/she may file a grievance, in writing, with the Superintendent within five (5) working days after the decision at Level 1. The Superintendent shall thoroughly investigate the grievance and within ten (10) working days render a decision concerning the disposition of the grievance. The Superintendent shall notify the grievant of any action to be taken with a written report submitted to the grievant.
Level 3:

If the grievant is not satisfied with the disposition of his/her grievance at Level 2, he/she may appeal by submitting the grievance to the Board, in writing, together with the relevant data within ten (10) working days of receipt of the decision at Level 2. The Board shall render a final decision within twenty (20) days following its receipt of the matter.

Level 4:

If the grievant is not satisfied with the disposition of his/her grievance at Level 3, then the dispute may be submitted to the American Arbitration Association for arbitration. Such appear must be commenced within twenty (20) days of the decision at Level 3. The cost of the American Arbitration Association and the services of the arbitrator, including any of his/her expenses shall be borne equally by the Board and the Union.

ARTICLE XIV – NEGOTIATIONS PROCEDURES

1. NEGOTIATION TERMS: The designated representative(s) of the Superintendent will meet with representatives designated by the Union for the purpose of discussion and reaching mutually satisfactory agreements.

2. DATE: No later than February 1 of the final year of the present agreement, the parties will enter into good faith negotiations over a successor agreement covering an agreed length of time. Proposals to be negotiated by the Union and the Superintendent’s representative(s) shall be submitted in writing at the first meeting. Once this initial exchange of proposals has been completed, no new demands may be submitted by either party. Such additional meetings shall be held as may be required to reach understandings on the issues or until an impasse is reached.

3. REPRESENTATIVES: Neither party in any negotiations shall have any control over the selection of the representatives of the other party and each party may select its representatives from within or outside the school district. While no final agreement shall be executed without ratification by the Union and the Board, the parties may mutually pledge that their representatives may be clothed with all necessary power and authority to make proposals, counter proposals, and reach compromises in the course of negotiations.

4. EXCHANGE OF INFORMATION: Both parties and/or the Superintendent shall furnish each other, upon reasonable request, all readily available non-confidential information pertinent to the issue(s) under consideration.
5. REPORTING: The parties agree that the proceedings of all negotiation meetings shall not be publicly released, except under the following conditions:

A. If an impasse, as defined by Section 209 of the Taylor Law, is reached and the procedures are implemented, the parties are free to release information and the reasons for the impasse.

ARTICLE XV – PAST CONDITIONS

Section 1

No provision of this Agreement shall be construed so as to lower the weekly, daily, or hourly wage rate of any employee covered by this Agreement, except as a result of a disciplinary procedure duly undertaken in accordance with the terms of this Agreement, or as a result of the proper application of the Seniority provisions of this Agreement.

Section 2

The employees covered by this Agreement will perform the duties of their job description in the same manner and to the same extent as heretofore, unless otherwise specifically provided in this Agreement.

Section 3

All terms and conditions of employment enjoyed by the employees as outlined in various employee publications and not otherwise covered in this Agreement, shall continue to be enjoyed by them.
### APPENDIX A – BASIC SALARY SCHEDULE

<table>
<thead>
<tr>
<th>STEP</th>
<th>2008-09</th>
<th>2009-10</th>
<th>2010-11</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>$17,985</td>
<td>$18,302</td>
<td>$18,707</td>
</tr>
<tr>
<td>2</td>
<td>$18,371</td>
<td>$18,704</td>
<td>$19,126</td>
</tr>
<tr>
<td>3</td>
<td>$18,756</td>
<td>$19,105</td>
<td>$19,546</td>
</tr>
<tr>
<td>4</td>
<td>$19,143</td>
<td>$19,507</td>
<td>$19,965</td>
</tr>
<tr>
<td>5</td>
<td>$19,530</td>
<td>$19,909</td>
<td>$20,384</td>
</tr>
<tr>
<td>6</td>
<td>$19,917</td>
<td>$20,311</td>
<td>$20,805</td>
</tr>
<tr>
<td>7</td>
<td>$20,302</td>
<td>$20,714</td>
<td>$21,225</td>
</tr>
<tr>
<td>8</td>
<td>$20,689</td>
<td>$21,114</td>
<td>$21,646</td>
</tr>
<tr>
<td>9</td>
<td>$21,075</td>
<td>$21,516</td>
<td>$22,064</td>
</tr>
<tr>
<td>10</td>
<td>$21,468</td>
<td>$21,918</td>
<td>$22,485</td>
</tr>
<tr>
<td>11</td>
<td>$21,866</td>
<td>$22,326</td>
<td>$22,904</td>
</tr>
<tr>
<td>12</td>
<td>$22,254</td>
<td>$22,741</td>
<td>$23,331</td>
</tr>
<tr>
<td>13</td>
<td>$22,647</td>
<td>$23,144</td>
<td>$23,764</td>
</tr>
<tr>
<td>14</td>
<td>$23,090</td>
<td>$23,553</td>
<td>$24,186</td>
</tr>
<tr>
<td>15</td>
<td>$23,542</td>
<td>$24,014</td>
<td>$24,613</td>
</tr>
<tr>
<td>16</td>
<td>$23,949</td>
<td>$24,484</td>
<td>$25,094</td>
</tr>
<tr>
<td>17</td>
<td>$24,359</td>
<td>$24,907</td>
<td>$25,586</td>
</tr>
<tr>
<td>18</td>
<td>$25,538</td>
<td>$25,333</td>
<td>$26,028</td>
</tr>
<tr>
<td>19</td>
<td>$26,191</td>
<td>$26,560</td>
<td>$26,473</td>
</tr>
<tr>
<td>20</td>
<td>$26,846</td>
<td>$27,239</td>
<td>$27,755</td>
</tr>
</tbody>
</table>

Off step increase for 2008-2009 will be 4.0%.
Off step increase for 2009-2010 will be 4.0%.
Off step increase for 2010-2011 will be 4.5%.
APPENDIX B - PART-TIME BUS DRIVER SCHEDULE

<table>
<thead>
<tr>
<th>STEP</th>
<th>2008-09</th>
<th>2009-10</th>
<th>2010-11</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>$7,612</td>
<td>$7,746</td>
<td>$7,918</td>
</tr>
<tr>
<td>2</td>
<td>$7,775</td>
<td>$7,916</td>
<td>$8,095</td>
</tr>
<tr>
<td>3</td>
<td>$7,937</td>
<td>$8,066</td>
<td>$8,273</td>
</tr>
<tr>
<td>4</td>
<td>$8,101</td>
<td>$8,255</td>
<td>$8,450</td>
</tr>
<tr>
<td>5</td>
<td>$8,264</td>
<td>$8,425</td>
<td>$8,626</td>
</tr>
<tr>
<td>6</td>
<td>$8,334</td>
<td>$8,594</td>
<td>$8,804</td>
</tr>
<tr>
<td>7</td>
<td>$8,590</td>
<td>$8,667</td>
<td>$8,981</td>
</tr>
<tr>
<td>8</td>
<td>$8,755</td>
<td>$8,934</td>
<td>$9,057</td>
</tr>
<tr>
<td>9</td>
<td>$8,919</td>
<td>$9,105</td>
<td>$9,336</td>
</tr>
<tr>
<td>10</td>
<td>$9,084</td>
<td>$9,276</td>
<td>$9,515</td>
</tr>
<tr>
<td>11</td>
<td>$9,250</td>
<td>$9,448</td>
<td>$9,693</td>
</tr>
<tr>
<td>12</td>
<td>$9,412</td>
<td>$9,620</td>
<td>$9,873</td>
</tr>
<tr>
<td>13</td>
<td>$9,580</td>
<td>$9,788</td>
<td>$10,053</td>
</tr>
<tr>
<td>14</td>
<td>$9,767</td>
<td>$9,964</td>
<td>$10,229</td>
</tr>
<tr>
<td>15</td>
<td>$9,961</td>
<td>$10,157</td>
<td>$10,412</td>
</tr>
<tr>
<td>16</td>
<td>$10,130</td>
<td>$10,360</td>
<td>$10,614</td>
</tr>
<tr>
<td>17</td>
<td>$10,696</td>
<td>$10,535</td>
<td>$10,826</td>
</tr>
<tr>
<td>18</td>
<td>$10,953</td>
<td>$11,124</td>
<td>$11,009</td>
</tr>
<tr>
<td>19</td>
<td>$11,181</td>
<td>$11,391</td>
<td>$11,625</td>
</tr>
</tbody>
</table>

Off step increase for 2008-2009 will be 4.0%.
Off step increase for 2009-2010 will be 4.0%.
Off step increase for 2010-2011 will be 4.5%.

Special trip rate: $15.50/hr.

If a regular driver must give up a regular a.m., p.m. or other regularly assigned trip, the hourly pay for the first hour and three-quarters (or regular run time as applicable) will be $15.50 or the regular hourly rate of the driver, whichever is greater.

Compensation for long distance trips:

- 8 hours  $120
- 9 hours  $128
- 10 hours $132
- 11 hours $144
- 12 hours $155

An additional $25 will be paid for overnight trips.
### APPENDIX C – TEACHER AIDE SCHEDULE

(Hourly Rate)

<table>
<thead>
<tr>
<th>STEP</th>
<th>2008-09</th>
<th>2009-10</th>
<th>2010-11</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>$7.86</td>
<td>$7.98</td>
<td>$8.14</td>
</tr>
<tr>
<td>2</td>
<td>$8.04</td>
<td>$8.17</td>
<td>$8.34</td>
</tr>
<tr>
<td>3</td>
<td>$8.22</td>
<td>$8.36</td>
<td>$8.54</td>
</tr>
<tr>
<td>4</td>
<td>$8.39</td>
<td>$8.54</td>
<td>$8.74</td>
</tr>
<tr>
<td>5</td>
<td>$8.57</td>
<td>$8.73</td>
<td>$8.93</td>
</tr>
<tr>
<td>6</td>
<td>$8.75</td>
<td>$8.91</td>
<td>$9.12</td>
</tr>
<tr>
<td>7</td>
<td>$8.92</td>
<td>$9.10</td>
<td>$9.31</td>
</tr>
<tr>
<td>8</td>
<td>$9.09</td>
<td>$9.28</td>
<td>$9.51</td>
</tr>
<tr>
<td>9</td>
<td>$9.27</td>
<td>$9.45</td>
<td>$9.70</td>
</tr>
<tr>
<td>10</td>
<td>$9.42</td>
<td>$9.64</td>
<td>$9.88</td>
</tr>
<tr>
<td>11</td>
<td>$9.54</td>
<td>$9.80</td>
<td>$10.07</td>
</tr>
<tr>
<td>12</td>
<td>$9.69</td>
<td>$9.92</td>
<td>$10.24</td>
</tr>
<tr>
<td>13</td>
<td>$9.84</td>
<td>$10.08</td>
<td>$10.36</td>
</tr>
<tr>
<td>14</td>
<td>$9.94</td>
<td>$10.23</td>
<td>$10.53</td>
</tr>
<tr>
<td>15</td>
<td>$10.02</td>
<td>$10.34</td>
<td>$10.69</td>
</tr>
<tr>
<td>16</td>
<td>$10.21</td>
<td>$10.42</td>
<td>$10.81</td>
</tr>
</tbody>
</table>

**Factor**

1.25  **Assignment**

1.25  Attendance Aide

Teacher aides who are assigned to be an “Attendance Aide” as determined by the Superintendent will be reimbursed according to the above teacher aide schedule based on a factor of 1.25.

If the aide’s assignment changes during the school year, the hourly rate will be adjusted accordingly.
APPENDIX D - TEACHING ASSISTANT SALARY SCHEDULE

Level 1:
- Valid for three years.
- Factor level is 1.2 times the Teacher Aide Salary Schedule.
- Minimum requirements include: High School Diploma, NYS Assessment of Teaching Assistant Skill, Child Abuse Identification, Fingerprinting, School Violence Prevention.
- For existing employees, the District will pay the cost of the examination.

Level 2:
- Valid for three years; not renewable.
- Factor level is 1.3 times the Teacher Aide Salary Schedule.
- Minimum requirements include: Nine college credits, One year TA experience under Level 1 certification.

Level 3:
- Continuous Certification.
- Factor level is 1.35 times the Teacher Aide Salary Schedule.
- Minimum requirements include: Nine additional college credits for a total of eighteen credits. Seventy-five hours of Professional Development every five (5) years.
- Tenure consideration will only be made, during the third year, for full-time Teaching Assistants who have attained Level 3 Certification.

Teaching Assistant Seniority List

Full time Teaching Assistants, beginning with most senior:
Barb Fuller: 2/1/07
Joan Fales: 2/1/07
Laura Russin: 2/1/07
Becky Smith: 9/1/07
Kim Taranto: 9/1/07
Mary Tretiak: 9/1/07
Betsy Marcellus: 9/1/07

Part time Teaching Assistants, beginning with most senior:
Sheila Dowsland (.7) 2/1/07.
Joelyn Marcellus (.7) 2/1/07.
Kyle Bodnar (.7) 9/1/07.
Robette Schubert (.7) 9/1/07.
Cynthia Van Orman (.7) 12/1/07.

In the event of a layoff, part-time teaching assistants will be laid off before full time teaching assistants.
<table>
<thead>
<tr>
<th>Name</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Reed, Robert</td>
<td>09/01/76</td>
</tr>
<tr>
<td>Hughes, Elaine</td>
<td>09/01/89</td>
</tr>
<tr>
<td>Conde, Kathleen</td>
<td>12/11/95</td>
</tr>
<tr>
<td>King, James</td>
<td>02/28/00</td>
</tr>
<tr>
<td>Crumb, David</td>
<td>09/01/01</td>
</tr>
<tr>
<td>Foster, Donna</td>
<td>10/21/03</td>
</tr>
<tr>
<td>Perry, Anne</td>
<td>09/01/04</td>
</tr>
<tr>
<td>Lundrigan, James</td>
<td>07/01/05</td>
</tr>
<tr>
<td>Blinebry, Allen</td>
<td>09/01/05</td>
</tr>
<tr>
<td>Little, Linda</td>
<td>10/16/06</td>
</tr>
</tbody>
</table>
DURATION
July 1, 2008 through June 30, 2011

IN WITNESS WHEREOF, the parties have executed this agreement.

HAMILTON CENTRAL SCHOOL DISTRICT
BY: [Signature]
Diana Bowers
Superintendent of Schools
9/18/08 Date Signed

SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 200 UNITED
BY: [Signature]
Jerry Dennis, President
7/14/08 Date Signed
Types of Enrollment

There are two types of enrollment for which you may apply. Individual Coverage, which provides protection for yourself only and Family Coverage, which provides protection for yourself, your spouse and any eligible children.

Employee Eligibility

Anyone employed by two or more employers who participate in the same insurance plan may elect coverage with only one such employer. If your spouse also works for an employer who participates in the insurance plan, you may each elect individual or family coverage, independent of your spouse’s choice. If you and your spouse both work for Hamilton Central School, you both may choose individual coverage or one family coverage.

Dependent Eligibility

The following types of dependents are eligible for coverage under your enrollment:

- Your spouse (a legally separated spouse is eligible for coverage under the plan, but a former spouse is not);
- Your unmarried children under 19 years of age;
- Your unmarried children 19 years of age or older but under 25 who receive more than half of their support from you and who are full-time students at a secondary or preparatory school or college or other accredited education institution. Time spent in military service, not to exceed four years, may be deducted from the dependent’s age for the purpose of establishing eligibility for coverage. If Blue Cross/Blue Shield will not accept such an age extension for the dependent, the district agrees to pay for the dependent’s individual policy for the extended period of time.

A dependent child whose 19th birthday occurs during school vacation period will continue to be covered under the plan, provided the child is enrolled in a school and it is anticipated the child will resume full-time student status at the end of the vacation period.
In the event a dependent student is disabled and is granted a medical leave by the school he or she is attending, coverage will be continued for a maximum of 12 calendar months following the month in which the child withdraws from school plus the time between the end of that period and the beginning of the next regular semester.

Your unmarried child 19 years of age or older who is incapable of self-support by reason of mental or physical disability and who becomes so incapable before reaching age 19. The eligibility of such a dependent should be established as early as possible. This should be done at the time of your initial enrollment if the child is age 19 or older at the time. If the child is younger than age 19 when you first enroll in the plan, eligibility for continued coverage should be established at the time of the child’s 19th birthday.

In this plan, the term “child” or “children” includes:

An employee’s own child or legally adopted child, regardless of the child’s place of residence or the degree of support provided.

Any step-child of the employee who permanently resides in the employee’s home.

Any other child supported by the employee or the spouse of the employee permanently residing in the employee’s home, provided the support and residence began before the child reached age 19. Residence of a temporary nature, as in the case of an exchange student, does not qualify for a dependent for coverage.

If no blood relationship (e.g. grandchild) or legal relationship (e.g. legal guardian) exists, the dependent is not eligible unless the employee or the spouse of the employee provides at least 50% of the dependent’s support. Where there is a blood relationship or legal relationship, permanent residence and some degree of support (although not necessarily 50%) are sufficient to establish eligibility.

An employee’s parents are not eligible for coverage even though they may qualify for income tax purposes.

In addition to special benefits identified elsewhere in this document, dependents who lose eligibility status (age, schooling, divorced spouses, widows and widowers) shall be offered a continuation of the group plan at their cost for up to 36 months following the loss of eligibility status.

**EFFECTIVE DATES OF COVERAGE**

Employees new to the district at the beginning of the school year in September shall be given enrollment forms to complete at the time of their hiring so that their coverage may be effective in September. Those who are hired at other times will begin coverage on the first of the month following application. If you do not apply for coverage upon initial employment, you may do so later but will not receive coverage until the first of the month following application.
ENROLLMENT CHANGES

Changes in your family status may make it necessary or desirable for you to change the coverage for which you are enrolled. You must go to the business office and apply for any change. It does not happen automatically.

You may request a change from Individual coverage to Family coverage for one of the following reasons:

To provide coverage for a newly acquired spouse or dependent child; to provide coverage for a previously eligible but unenrolled spouse and/or dependent children.

If you wish to change to Family coverage, you should do so as soon as possible. Any delay in applying for a change could mean a delay in obtaining coverage for your dependents.

If you apply for Family coverage within one month of the effective date of your Individual coverage or the date you first acquire an eligible dependent, Family coverage will become effective on the first day of the month following your request for Family coverage. If you apply after this one month period, coverage for your dependents will not begin until the first day of the month following your request. If you apply in advance, arrangements can be made to begin coverage on your date of marriage or the date you acquire an eligible dependent child.

You may request a change from Family coverage to Individual coverage at any time if you:

No longer have dependents eligible for coverage; no longer wish to provide coverage for your dependents even though they are still eligible (in this case, if you re-enroll for Family coverage at a later date, coverage for your dependents may be deferred until the first day of the month following the month of reapplication). Blue Cross/Blue Shield may require those employees and/or their dependents who do not enroll for coverage when first eligible to submit to a medical examination prior to qualifying for the major medical part of the health coverage.

LEAVE WITHOUT PAY

If you are granted an unpaid leave from your job for any reason, you may still continue your group health insurance coverage. To do so, you will be required to pay the entire cost of the premium while you are on leave status. If you plan to take a leave, consult the business office in advance for exact details on how to continue your coverage. Such coverage may be affected by the Family and Medical Leave Act.
PAYMENTS TO DISTRICT

Enrollees no longer on the payroll who are eligible for continued group coverage must make their monthly or quarterly premium payments to the business office in order to insure their continued coverage under the district's health insurance plan. Payments will be due by the first of the month for which coverage is desired. Failure to make payments within thirty days of the due date shall be grounds for termination of coverage. If an employee on unpaid leave, whose coverage has been cancelled for failure to remit payments, wishes to have coverage reinstated while still on leave, coverage may be reinstated as of the first day of the third month following the date of request.

DISABILITY WAIVER OF PREMIUM

Employees who become disabled and are off the payroll will have a total premium waiver for up to one year from date of removal from payroll. To be eligible for a waiver, you must meet the following conditions:

You must be totally disabled as a result of sickness or injury and have been continuously so disabled for at least three months.

If you are receiving income through salary, sick leave accruals or a New York State retirement allowance, you are not eligible.

You must have kept coverage in effect by direct payments while off the payroll.

A waiver of premium is not automatic; you must apply for it through the business office. The waiver will be effective retroactively after approval.

DEATH OF ENROLLEE-SURVIVOR COVERAGE

An enrollee who has family coverage and dies shall have such coverage continued for one (1) year following the month of death. During this period, dependent survivors are required only to pay the active employee share of the premium.

If the deceased enrollee had completed 10 years of active service as a Hamilton Central School employee, survivors will be eligible to continue coverage in the plan, by monthly payment of the full premium. The ten year service requirement is waived if the death was a work related accident.

A surviving spouse may continue such coverage until he or she remarries. Surviving children may be covered as long as they otherwise meet the definition of dependent child.
TERMINATION OF EMPLOYMENT

Normally, when you cease to be employed by the District your coverage will end on the last day of the month in which employment ends. If your coverage ceases because of termination of employment, you will be offered a continuation of the group coverage at your own cost for up to eighteen months following termination. Thereafter, the carrier that provides the group coverage will offer converted contracts to you at your cost.

ABOLITION OF POSITION – PREFERRED ELIGIBILITY LIST

An employee whose services have been terminated due to the abolition of his or her job or who has been placed on a Preferred List for reinstatement may continue coverage for a period of six (6) months during which the enrollee is required to pay only the employee share of the premium. After six (6) months, the employee may continue in the plan at his/her own cost for an additional six months pursuant to State and Federal laws (COBRA).

RETIREMENT

An employee who meets the requirements for coverage during retirement, but who is covered under the plan as a dependent of another employee at the time of retirement, may at any time thereafter enroll as a retiree, regardless of coverage as a dependent.

SERVICE RETIREMENT

An enrolled employee is eligible to continue coverage after retirement if he/she has completed ten years of continuous service with the District, has participated in the Plan immediately preceding his/her retirement, and the employee is eligible to receive a retirement allowance from a retirement system administered by the State of New York or one of its civil divisions or if not enrolled in a retirement system administered by NYS, be of the age required to retire under such system.

DISABILITY RETIREMENT

An enrolled employee is also eligible to continue coverage during retirement regardless of age or length of service with the District if granted a service-connected disability retirement by a retirement or pension plan or system administered and operated by the State of New York or a civil division thereof, including the New York State Teachers' Retirement System.

VESTED STATUS

Enrollees who terminate their employment before retirement age may continue their health coverage if they have satisfied the minimum requirements established by

37
their retirement system for vesting their retirement allowance (this need not be done officially); and met the ten year District service requirement.

Eligible employees who wish to continue coverage during vested status must pay the full premium from the date their employment terminates until they become eligible to receive a retirement allowance. After that date, they are only responsible for the employee share payments. Vvestees who wish to continue coverage into their retirement must continue coverage as an enrollee or a dependent of an enrollee while in vested status. A vestee whose coverage lapses will not be permitted to reinstate coverage, either during vested status or after retirement.

REIMBURSEMENT OF MEDICARE PREMIUM & MEDICARE BENEFITS

Enrollees in the health insurance plan shall be reimbursed an amount equal to the current charge for insuring themselves and/or their covered dependents for medical benefits under Part B of the Medicare Program. This reimbursement will be provided to you by the employer even if you or the dependent fail to enroll when you become eligible.

Benefits under the health insurance plan for retirees are reduced by those available from Medicare regardless of whether or not you or your dependent enroll in Medicare.

Active Employees and/or their Dependents – If you are age 65 through 69 and eligible for Medicare, you have the option of choosing coverage under this plan and/or under Medicare. If you choose both, this plan will automatically be the primary payor; Medicare, the secondary payor. As the primary payor, Blue Cross/Blue Shield will pay benefits for covered medical expenses under this plan; as secondary payor, Medicare’s benefits will be available to the extent they are not paid under this plan or under the plan of any other primary payor.

The only way you can choose Medicare as the primary payor is by canceling this plan; if you do so, there will not be further coverage for you under this plan.

Disabled Employees and/or Disabled Dependents – If you are disabled, you may be eligible for Medicare in accordance with the provisions of the Social Security Act. During any period in which Medicare is the primary payor, your covered medical expenses will be limited to that part of such expenses for which benefits are not available in any form under the Act as evidenced by a statement to that effect from the Social Security Administration.

MEDICARE

When you or a covered dependent become eligible for Medicare, either by reaching age 65 or because of disability, you should enroll in Medicare for both:
Part A - Hospitalization insurance (covers hospitalization and services in an extended care facility) and
Part B - Medical insurance (covers doctors' services, medical services, supplies and rental of medical equipment and certain other services.)

THE PLAN WILL NOT PROVIDE ANY BENEFITS THAT AN ENROLLEE OR DEPENDENT IS ELIGIBLE TO RECEIVE FROM THE FEDERAL MEDICARE PROGRAM – WHETHER OR NOT THAT PERSON HAS ENROLLED IN MEDICARE. CONSEQUENTLY, TO AVOID A DRASTIC REDUCTION IN HEALTH INSURANCE COVERAGE, IT IS ESSENTIAL THAT EACH ELIGIBLE ENROLLEE AND DEPENDENT BE ENROLLED IN BOTH PART A AND PART B OF MEDICARE.

Application should be made through your local Social Security Office prior to your date of eligibility for Medicare. An enrollee or dependent becomes eligible for Medicare benefits on the first day of the month in which he or she:

Reaches age 65 or,

First meets the Medicare requirements for coverage as a disabled person under age 65 (i.e., 24 months after qualifying for Social Security disability benefits).

Bills for services covered by Medicare must be submitted to Medicare before being submitted to any part of the plan.

Medicare does not cover all hospital and medical expenses. Your plan will supplement Medicare so that you and/or your covered dependent will have the same benefits you now have plus some additional Medicare coverage.

COORDINATION OF BENEFITS

The plan will not duplicate benefits, which are primarily available to you or a covered dependent through enrollment under another group plan.

If you and your spouse are both enrolled in group health insurance plans which coordinate benefits, including the plan, your coverage will be primary for you and your spouse's coverage will be primary for him or her. The primary coverage for any children will be in accordance with the birthday rule adopted by New York State. The birthday rule provides that the primary plan is that of the parent whose birthday falls earlier in the calendar year.

In the event insurance department regulations prohibit the compliance with any provision of these rules, the rules will be complied with to the extent permitted; and the parties will meet for the purpose of negotiating the impact of such change(s) and holding the parties harmless to the extent possible.