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**Contract Database Metadata Elements**

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Union: **Keene Central School District Supervisory Staff**

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**RECEIVED**  
NYS PUBLIC EMPLOYMENT  
RELATIONS BOARD

DEC 19 2008

AGREEMENT

BETWEEN

**ADMINISTRATION**

KEENE CENTRAL  
SCHOOL DISTRICT

AND THE

SUPERVISORY STAFF OF THE  
KEENE CENTRAL  
SCHOOL DISTRICT

JULY 1, 2007 - JUNE 30, 2010

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## **ARTICLE I RECOGNITION**

The Board of Education, Keene Central School District, recognizes that this contract covers the following supervisory job titles: Cafeteria Manager, Head Bus Driver, and Head Custodian.

### **Definitions encompassing employment:**

1. Cook Manager will work an eight (8) hour day each day of school.
2. The Cook Manager will work an additional twenty extra days.
3. The Cook Manager will be considered an eleven month employee.
4. The Cook Manager will receive an additional stipend of two thousand dollars (\$2,000) to promote, harvest, prepare and write grants for the Keene Central School Garden.
5. Unexcused absences will be charged as vacation days.
6. The Head Bus Driver and Head Custodian are 12 month, 40 hour employees.
7. All full-time, 12-month employees working over 40 hours per week shall be granted overtime at the rate of time and one-half even though they may have had a paid holiday, personal leave, or sick leave during the regular 40 hour work period. All overtime must be pre-approved by the Superintendent. However, Supervisors hired after October 2, 2008 will abide by the overtime provisions of the Fair Labor Standards Act.

## **ARTICLE II LEGISLATIVE APPROVAL**

"IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFORE, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL."

Civil Service Law  
Article 14  
Section 204-a

## **ARTICLE III NEGOTIATIONS PROCEDURES**

This recognition constitutes an agreement between the Board and the Supervisory Staff to reach understanding regarding matters of terms and conditions of employment. The Board and the Supervisory Staff recognize that the Board is the legally constituted body responsible for the determination of policies covering all aspects of the District. The Board recognizes that it must operate in accordance with the statutory provisions of the New York State Law, Civil Service Laws, New York State Education Department and the rules and regulations of the Commissioner of Education. The Board cannot reduce, negotiate or delegate its legal responsibilities.

### **Section 1 - Opening Negotiations:**

The Supervisory Staff shall notify the Board at the January meeting during the final year of the agreement of their intent to open negotiations for a successor agreement.

### **Section 2 - Exchange of Information:**

Each party shall furnish the other, upon reasonable request, all available information pertinent to the issue or issues under consideration.

### **Section 3 - Reaching Agreement:**

When agreement is reached, covering the areas under discussion, the Board will cause the proposed agreement to be reduced to writing as a Memorandum of Understanding and submitted to the Supervisory Staff and the Board for approval. Following approval by a majority of the Supervisory Staff membership and by a majority of the Board, the Board will take such actions upon the recommendation or recommendations submitted as are necessary to make them official.

### **Section 4 - Amendments:**

This Agreement or contract may be amended by consent of both parties with written evidence of said consent being presented by each party to the other.

## **ARTICLE IV CONDITIONS**

### **Section 1:**

In order for the Board of Education to be assured of maximum efficiency from all employees, these employees will notify the Superintendent when taking an outside job.

### **Section 2:**

The Keene Central School Supervisory unit agrees that it will hold its membership responsible for a high degree of workmanship while on the job and that it will demand their members to be well groomed, neat, and clean and wear appropriate footwear. Unit members will wear clean uniforms, which will be provided by the District as well as a \$25 footwear reimbursement annually with proof of purchase submissions.

### **Section 3:**

Cafeteria Manager will have annual physical examinations performed by the school physician. The cost of the examination will be paid by the District. Such examinations shall be conducted before the beginning of the school year and the Superintendent shall be provided with the examining physician's statement that the employee's health is suitable for his/her duties. A stool specimen, salmonella testing procedure, or other testing for health related concerns may be required.

## **ARTICLE V VACANCIES AND POSTING**

As vacancies occur or new positions are created within a department and the District deems it necessary to fill such a vacancy, a notice will be posted ten (10) working days prior to filling the position that the vacancy exists. Such posting shall indicate the Civil Service job title, the minimum qualifications for the position, rate of pay, projected start date and instructions on how to respond in writing as well as other information that may be pertinent.

## ARTICLE VI GRIEVANCE PROCEDURES

1. The following grievance procedure is hereby established.

- A) The term "Administrator" shall mean the Superintendent of Keene Central School District.

The term "Supervisor" shall refer to one or more of the following titles employed by the Keene Central School District: Cafeteria Manager, Head Bus Driver, and Head Custodian.

The term "grievance" shall mean any claim or alleged violation of this instrument or of any of the terms and conditions thereof.

The term "Arbitrator" shall mean a qualified individual who is mutually acceptable to the Supervisory Unit and the Board for the purpose of implementing the grievance procedure as hereinafter set forth.

The term "bargaining unit member" shall mean those titles contained within Article 1 (Recognition) of the Agreement, employed by the Keene Central School district, as agreed upon between the Board and the Supervisory Unit.

2. The grievance procedure shall be in four stages as described in the following steps:

- A) First Stage - Prior to any formal lodging of a grievance, the Bargaining Unit Member or Supervisory Unit alleging a complaint shall meet with the Superintendent to discuss the matter and attempt to resolve it.
- B) Second Stage- If the matter is not resolved at the first stage, the grievance shall be reduced to writing and presented to the Superintendent together with the names of the individuals expected to be present at a meeting.

The Superintendent shall thereafter meet with said unit member and his/her designees within ten school days after receipt of such grievance to discuss same.

Within ten days after such meeting, and after making such investigation as he/she may deem appropriate, the Superintendent shall make a decision and communicate the

same in writing to the unit member presenting the grievance and to the President of the Supervisory Unit.

- C) Third Stage - In the event the grievance is not fully resolved at the second stage, the Supervisory Unit shall have the right to present the grievance to the Board. The Supervisory Unit may request, in writing, a hearing before the Board to review the grievance.

The Board shall be presented all records, reports and other relevant information regarding the grievance by the Supervisory Unit and/or the Superintendent.

The Board shall conduct a hearing to review the grievance, at which it will review all relevant records, reports, and other matters, and shall hear from the Superintendent, the Supervisory Unit, and any Bargaining Unit Members involved in the matter.

The Board shall thereafter render a decision on the matter, in writing, with reasons, and transmit copies to the Superintendent, the Supervisory Unit, and the grievant(s).

- D) Fourth Stage - If the grievance remains unsettled, the Supervisory Unit shall have ten days from the receipt of the Board's written reply in which to submit the grievance to arbitration by notifying the Board, in writing, of its intent. Within 10 days following the notification for arbitration, the Supervisory Unit will submit the matter for arbitration to the Public Employment Relations Board (PERB) or the American Arbitration Association (AAA). Both parties will then be bound by the Rules & Procedures of the PERB or AAA in the selection of an arbitrator. Arrangements will be made by both parties and the arbitrator to hold the hearing as soon as possible.

The general expenses of arbitration shall be equally borne by the Board and the Supervisory Unit but each party shall bear the cost of presenting its own case before the arbitrator.

The decision of the arbitrator shall be final and binding.



## **ARTICLE VII EMPLOYEE ANNUAL PERFORMANCE**

Each employee shall be subject to an Employee Annual Performance Assessment. This assessment will have at least one and no more than two (2) raters. Raters shall be the employee, themselves, and the Superintendent. The individual employee and the Superintendent will each complete the evaluation separately. The ratings will be compiled. Any discrepancies will be discussed at a joint meeting of both persons involved in the assessment process. A plan for improving job performance will be discussed and described. This plan shall serve as the foundation for the employee's annual goals, future assessment of job performance. This assessment shall be completed annually.

## **ARTICLE VIII SICK LEAVE**

### **Section 1:**

Twelve (12) month employees will be granted twelve (12) sick days a year accumulative up to two hundred (200) days.

Eleven (11) month employees will be granted eleven (11) sick days a year accumulative up to two hundred (200) days.

Ten (10) month and 180 day employees will be granted ten (10) sick days a year accumulative up to two hundred (200) days.

### **Section 2:**

The business office shall notify each individual employee as to the total number of accumulated sick leave days as soon as possible after the beginning of the school year.

### **Section 3:**

Subject to the stipulation and limitation that this section can only be invoked in the event that a bargaining unit member has exhausted his/her accrued sick leave and is still unable to return to work due to a catastrophic illness or disability, as certified by a physician, on a case-by-case basis, members of the bargaining unit may donate sick day(s) to the affected bargaining unit member. The Supervisory Unit will solicit the donation(s) from the bargaining unit members and shall notify the Superintendent of the name and number of day(s) that shall be deducted from the donor's accrued sick leave and the total number of day(s) that have been donated. Such reporting will be signed by the donor

and accrued to the affected bargaining unit member. It is expressly understood that any determinations to invoke this section are the sole prerogative of the Supervisory Unit and not the District.

**Section 4:**

In the event that an employee reports for work and becomes ill the time shall not be deducted from his/her leave credit if he/she works more than four (4) hours up to two (2) occurrences. On the third (3rd) occurrence non-deduction will be subject to the Superintendent's approval. Such approval shall not be unreasonably denied. This provision shall start anew each school year.

**Section 5:**

The District will pay unit members thirty dollars (\$30.00) a day for unused sick leave beyond 200 accumulated days.

**ARTICLE IX  
PERSONAL LEAVE**

Personal leave of seven (7) days per year is included in the twelve (12) or eleven (11) days leave per year mentioned in Section 1 – Article VIII. Personal leave as such does not accumulate, but any unused amount will be allowed as part of the total accumulation of sick leave. Ten-month employees will have six (6) personal days included in the ten (10). The employee shall give the Superintendent three (3) days prior notice except in case of emergency when the employee should give the earliest possible notice. Personal leave is for personal business which cannot be conducted outside working hours. An employee may further use his/her sick leave in the event of death in the immediate family. Up to three (3) days bereavement leave per death shall be granted to an employee who has exhausted his or her personal leave. Any leave granted will be deducted from the employee's sick leave. Immediate family shall include wife or husband, children, brother or sister, and mother or father.

**ARTICLE X  
MATERNITY LEAVE**

**Section 1:**

Maternity leave, without pay, of up to twelve (12) months, but not to extend beyond the second September opening of school, will

be granted to an employee. Upon confirmation of pregnancy, the length of time the employee involved will continue to work shall be left to the discretion of the attending physician. The Board reserves the right to require the employee's physician to state in writing that she is physically capable of performing her school duties. Seniority credit will not be granted while an employee is on an unpaid maternity leave.

**Section 2:**

The time of return from such leave shall be within the time period mentioned above, also by mutual agreement of the employee and the Board.

**ARTICLE XI  
OTHER LEAVES**

Leaves of absence without pay for reasons not covered above may be granted under the provisions of Civil Service Rule XVIII by the Board to all full-time monthly and salaried employees. Seniority credit will not be granted while an employee is on an unpaid leave.

**ARTICLE XII  
WORKERS' COMPENSATION**

**Section 1:**

Whenever an employee is absent from work as a result of personal injury caused by an accident or disease arising out of or in the course of his/her employment, days lost from school will be deducted from sick leave, but those days for which the Board is reimbursed by Worker's' Compensation will be reinstated.

**Section 2:**

Employee shall be given the option to accept Workers Compensation in lieu of reinstating sick leave.

**ARTICLE XIII  
DISABILITY INSURANCE**

All Supervisors shall be enrolled in the State Disability Insurance Plan.

**ARTICLE XIV  
RESIGNATION NOTICE**

All employees covered by this agreement are required to submit a two (2) week notice prior to resigning from a position.

**ARTICLE XV  
PAY DAY SCHEDULE**

The payday schedule adopted by the Board shall be followed and checks shall be available by the completion of the days work on said pay dates.

**ARTICLE XVI  
VACATIONS**

**Section 1:**

All full-time employees shall receive non-cumulative paid vacation according to the following schedule, effective at the anniversary date of the individual:

1-5	years of service	10 days
6-13	years of service	15 days
14 +	years of service	20 days

\*Employees hired prior to July 1, 2000 with 15 years of service to the District will continue receiving 25 vacation days.

Each employee, according to seniority, may select up to ten (10) continuous days of vacation during the summer recess, and any remaining vacation days during the other times that school is in recess. Vacation periods must be staggered and the timing of such periods approved by the Superintendent. An employee with a minimum of ten (10) years of service may take two (2) days vacation while school is in session, provided that at least two (2) weeks advance notice is given and the Superintendent approves the request in his/her sole discretion.

An employee with a minimum of twenty (20) years of service may take five (5) days vacation while school is in session, provided that at least two (2) weeks advance notice is given and the Superintendent approves the request in his/her sole discretion.

Under extenuating circumstances, leave may be granted at the

discretion of the Superintendent.

New hires will be granted vacations on a prorated basis only from the end of his/her probationary period to July 1st. The vacation will be calculated at the rate of one (1) day per month with a maximum of ten (10) days.

**Section 2:**

The decision as to when vacations will be taken is left to the discretion of the Superintendent.

**Section 3:**

Drawing of earned credits upon resignation - At the time of resignation or retirement and upon at least two (2) weeks notice, drawing of any accrued credits for vacation shall be allowed to an amount not to exceed twenty (20) working days for benefits.

**Section 4:**

If a holiday falls within the vacation period of an employee, the vacation period of such employee shall be extended by the holiday that falls within such period. Refer to Article XVIII - Paid Holidays. Paid holidays are as per the school calendar.

**Section 5:**

"Cash In Option": Effective January 1, 2008 any employee who has earned more than twenty vacation days in a year may be paid at their per diem rate for up to 5 days.

**Section 6:**

All vacation days will not be accumulative and must be used prior to July 1 of each year. However, bargaining unit members as of the start of the 2008-2009 school year will be issued a grace period. During this grace period, eligible members and the Superintendent will schedule unused vacation days. This grace period will end on June 30, 2009

**ARTICLE XVII  
ADDITIONAL RETIREMENT BENEFITS**

Members of the Supervisory Unit shall receive additional retirement benefits under the following sections of the New York State Employees Retirement System legislation:

- A) \*41, sub-division j, of the Retirement and Social Security Law as presently or hereafter amended, granting allowance for unused sick leave for eligible employees.
- B) \*75e, as presently or hereafter amended, and entitled "guaranteed retirement benefits for employees of participating employers."
- C) The Career Retirement plan of \*75g, of the Retirement and Social Security Law as presently or hereafter amended, "for employees of participating employers."

**ARTICLE XVIII  
PAID HOLIDAYS**

**Section 1:**

All full-time 12 month employees shall be granted the following vacation days:

New Year's Eve and Day	Martin Luther King's Day	President's Day
Good Friday	Memorial Day	Independence Day
Labor Day	Columbus Day	Veterans Day
Thanksgiving Day and Day after Thanksgiving	One floating vacation day during school vacations	Christmas Day and Day before Christmas

**Section 2:**

If any of the holidays in Section 1 fall on a Saturday or Sunday in any given year, the Unit and the Superintendent will meet during the last week in June of each year and substitute a mutually agreeable date for the affected holiday.

**Section 3:**

All ten and eleven month employees will be given six paid holidays: Columbus Day, President's Day, Martin L. King Jr. Day, Veteran's Day, Thanksgiving Day, and Memorial Day.

**ARTICLE XIX  
PAY SCHEDULES**

All current employees to receive a wage increase in the following manner:

- A. Current employees shall receive annual increases as follows:

2007-2008	4.0%
2008-2009	4.0%
2009-2010	4.0%

Yearly salaries are set forth in Appendix A attached hereto.

**ARTICLE XX  
HEALTH INSURANCE**

**Section 1:**

Unit members hired prior to July 1, 2000, shall pay the following percent of the Health Insurance Premium for family or individual coverage under Plan 1:

2007-2008	12% contribution toward the premium.
2008-2009	13% contribution toward the premium.
2009-2010	14% contribution toward the premium.

**Section 2:**

Unit members hired on or after July 1, 2000, shall be eligible to receive individual coverage paid for by the District less one dollar. They will be eligible to purchase family coverage by paying fifty percent (50%) of the family premium. Both options will be under Plan 1.

**Section 3:**

Unit members hired on or after January 1<sup>st</sup> of 2008, will receive coverage under "Plan 2". Employees opting for individual coverage will pay 12% of the "Plan 2" premium. Employees are eligible to purchase family coverage at 50% of the "Plan 2" premium.

If and when the CEWW Health Insurance Consortium no longer offers "Plan 2" (The Amended Plan) all individual hired after January 1<sup>st</sup> 2008, will move to the coverage option offered in section 2 of this article.

**Section 4:**

*The following shall apply to those employees hired before July 1, 2000:*

Any employee who retires on or after July 1, 2002, who has been an employee of the school district for a period of twenty-five (25) consecutive years immediately prior to retirement, shall have the school district fully pay the cost of the health insurance benefit(s) in keeping with the health insurance coverage they had before retirement for as long as he/she lives.

Any employee who retires on or after July 1, 2002, who has been an employee of the school district for a period of twenty (20) consecutive years immediately prior to retirement shall pay five percent (5%) annually of the cost of the health insurance benefit(s) in keeping with the health insurance coverage they had before retirement for as long as he/she lives.

Any employee who retires on or after July 1, 2002, who has been an employee of the school district for a period of fifteen (15) consecutive years immediately prior to retirement shall pay ten percent (10%) annually of the cost of the health insurance benefit(s) in keeping with the health insurance coverage they had before retirement for as long as he/she lives.

Any employee who retires on or after July 1, 2002, who has not been an employee of the school district for a period of fifteen (15) consecutive years immediately prior to retirement shall pay one hundred percent (100%) annually of the cost of the health insurance benefit(s) in keeping with the health insurance coverage they had before retirement for as long as he/she lives, under Plan 1.

**Section 5:**

*The following shall apply to those employees hired on or after July 1, 2000:*

Any employee hired on or after July 1, 2000, and electing not to accept the health insurance benefit will be paid in lieu of the insurance a \$500 compensation payable after six months employment. Employees that are eligible shall be those who have full time status.

Any employee who retires on or after July 1, 2002, who has been an employee of the school district for a period of twenty-five (25) consecutive years immediately prior to retirement, shall have the school district fully pay the cost of the health insurance premium



for the individual (a single policy), for as long as he/she lives. A family plan may be obtained through the group policy with the additional premium costs being paid by employee.

Any employee who retires on or after July 1, 2002, who has been an employee of the school district for a period of twenty (20) consecutive years immediately prior to retirement shall pay five percent (5%) annually of the cost of the health insurance premium for the individual (a single policy), for as long as he/she lives. A family plan may be obtained through the group policy with the additional premium costs being paid by employee.

Any employee who retires on or after July 1, 2002, who has been an employee of the school district for a period of fifteen (15) consecutive years immediately prior to retirement shall pay ten percent (10%) annually of the cost of the health insurance premium for the individual (a single policy), for as long as he/she lives. A family plan may be obtained through the group policy with the additional premium costs being paid by employee.

Any employee who retires on or after July 1, 2002, who has not been an employee of the school district for a period of fifteen (15) consecutive years immediately prior to retirement shall pay one hundred percent (100%) annually of the cost of the health insurance premium for the individual (a single policy), for as long as he/she lives. A family plan may be obtained through the group policy with the additional premium costs being paid by employee.

## **ARTICLE XXI LONGEVITY**

Supervisory Unit members will receive a one time payment on the anniversary date of their Board of Education appointment of:

10 years with the District=	\$1,000.00
15 years with the District=	\$1,500.00
20 years with the District=	\$2,000.00

For the first year of this contract, current supervisors will be eligible to receive one payment for cumulative longevity.

## **ARTICLE XXII SCHOOL BUS OPERATOR**

### **Section 1:**

The Head Bus Driver must possess a Class 2 Chauffeur's license issued by N.Y.S.D.O.T. Under new regulations a Class 5 license must be obtained to replace the Class 2 license when the bus driver's licenses are renewed. The District will pay the difference in cash between a Class 5 and Class 2 license, provided that the class 5 license is not used in outside employment. If the Class 5 license is used in outside employment, the District must be reimbursed the cash difference.

### **Section 2:**

The Head Bus Driver is required to drive the buses and routes, which are assigned to him/her.

### **Section 3:**

Bus passenger size will have no bearing on salary or hourly rates.

### **Section 4:**

Every reasonable effort will be made to ensure that the Head Bus Driver is properly trained and fully understands his/her assigned tasks. Non-cooperation, poor quality work, or lack of reasonable quantities of work will be discussed with the employee, and a written report placed on file unless a satisfactory explanation is forthcoming. More than three such filed reports may be considered grounds for dismissal.

## **ARTICLE XXIII SNOW DAYS**

Supervisors must report to work for four (4) hours when school is closed due to severe weather. During the abbreviated four hour day the Supervisor must ensure that all work is coordinated and completed.

## **ARTICLE XXIV UNUSED SNOW DAYS**

If an unused snow day is scheduled to be taken, Supervisors must make sure the necessary work has been completed so the Keene Central School District can operate a maximum efficiency. If two unused snow days are scheduled Supervisors may be able to work eight (8) hours one day and take eight (8) hours off the other day with approval of the Superintendent.

## **ARTICLE XXV SENIORITY**

District seniority shall be defined as the continuous service of an employee within the District.

## **ARTICLE XXVI PERSONNEL FILES**

### **Section 1:**

All data maintained by the district on individual members of the bargaining unit relative to employment, promotion, discipline, evaluation, and all other job-related matters--exclusive of confidential references and communications received in connection with initial employment--shall be placed in a single file and maintained in the Administrator's office.

### **Section 2:**

A bargaining unit member may inspect his/her file during business hours, and may copy, photocopy, or photograph the contents. The member may be accompanied by representative(s) of his/her choice.

### **Section 3:**

No material which is in any way derogatory of the unit member's conduct, character, service, judgment, or personality shall be maintained or filed in the individual's personnel file unless the unit member has had an opportunity to examine the material. Prior to filing, the unit member shall affix his/her signature to show he/she examined it; such signature is not to be construed as agreement or approval of it. If the unit member believes the material to be inaccurate or unjustified, he/she may rebut, explain, or comment on it; such statement shall be appended to the appropriate item(s) of file. Any material determined to be inaccurate or unjustified;

whether by grievance or other means (e.g., informal discussion with the Board) shall be removed and destroyed. A unit member shall have the right to rebut, explain, and comment upon any material in his/her file.

**Section 4:**

Before the record of any complaint by a parent or student is placed in the unit member's personnel file, the unit member shall be afforded an opportunity to confront the complainant and to reply to the complaint.

**Section 5:**

If the Superintendent decides that derogatory information has been sufficiently explained away by the unit member's rebuttal, explanation, or comment, the information will not be placed in the personnel file. Complaints as to the Superintendent's decision may be referred to the grievance procedure for final determination.

**ARTICLE XXVII  
MEMBERSHIP RIGHTS**

**Section 1:**

Bargaining Unit dues will be deducted beginning the first pay of October in twelve equal installments. Unit members must authorize such deductions by signing and submitting an authorization in the form shown in Article 26.3.

**Section 2:**

Effective September 1, 2007, the Keene Central School District shall deduct from the wage or salary of employees in the bargaining unit who are not members of the Bargaining Unit the amount equivalent to the dues levied by the Bargaining Unit and shall transmit the sum so deducted to the Bargaining Unit in accordance with Chapters 677 and 678 of the Laws of 1977, of the State of New York. The Bargaining Unit affirms that it has adopted such procedure for refund of agency shop fee deduction as required in Section 3 of Chapter 677 and 678 of the Laws of the 1977 of the State of New York.

The agency shop fee deduction shall be made following the same procedures as applicable for dues check-off, except as otherwise mandated by law of this Article of Agreement.

Should a bargaining unit member challenge the application of the Agency Fee law to him/her, the Bargaining Unit will save the

District harmless by agreeing to handle the litigation of other necessary resolution of the matter.

**Section 3:**

Bargaining Unit Dues Deduction Authorization:

I hereby authorize my employer to deduct from my pay (including sick pay) in twelve equal installments beginning in October of each year, the amounts of dues payable from time to time by members of the Keene Central School District Supervisory Unit and to pay the amounts so deducted to that Bargaining Unit.

This authorization may be revoked by me in writing at any time.

\_\_\_\_\_  
Signature of Unit Member

\_\_\_\_\_  
Date

**Section 4:**

Payroll savings may be arranged with the business office.

**Section 5:**

Members shall be permitted to have amounts deducted from their salary for NYSUT sponsored insurance (including, but not limited to, income protection, automobile, home, life, boat, etc.). NYSUT shall be paid with one check per invoice.

**ARTICLE XXVIII  
SEPARABILITY**

**Section 1:**

If any article or part thereof of this Agreement or any addition thereto should be decided as in violation of any federal, state or local law; or is adherence to or endorsement of any article or part thereof should be restrained by a court of law, the remaining articles of the Agreement or any addition thereto shall not be affected.

**Section 2:**

If a determination or decision is made as per the above section, the original parties to this Agreement shall convene for the purpose of negotiating a satisfactory replacement for such article or part thereof.

**ARTICLE XXIX  
BARGAINING UNIT DAYS**

The Unit shall be granted a maximum of sixteen (16) hours for organizational leave. These days are non-cumulative. These days are for the purpose of activities that are beneficial to the organization.

The Unit shall notify the Superintendent five (5) days in advance of the beginning of the leave.

It is understood that only one employee will be absent at one time.

**ARTICLE XXX  
STAFF NON-RESIDENT STUDENT ATTENDANCE**

A staff member employed at Keene Central is allowed to enroll his/her school age child as a student at Keene Central School on written request to the Superintendent of Schools. Such staff members will not make payment of tuition to the Keene Central School. The staff member parent of the student shall be responsible for transportation and will be responsible to have all student records of their child forwarded to the proper authority of the Keene Central School.

**ARTICLE XXXI  
DURATION**

The Agreement is effective from July 1, 2007, through June 30, 2010.

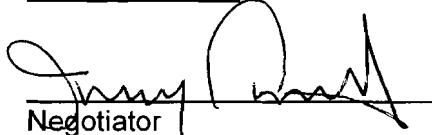
## Signatures

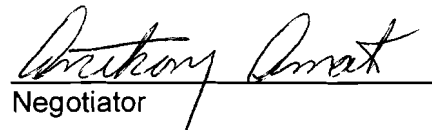
This Agreement, and all of the terms and conditions herein set forth, shall remain in effect until altered, amended, or changed by mutual agreement in writing by and between the parties hereto, or until superseded by a successor agreement.

The term of this Agreement shall be from July 1, 2007, through June 30, 2010.

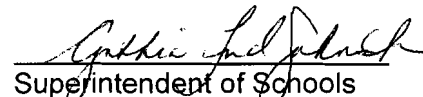
The parties to this Agreement signify their approval this 16<sup>th</sup> day of December, 2008.

FOR THE UNIT:

  
Negotiator

  
Negotiator

FOR THE DISTRICT:

  
Superintendent of Schools

  
Board of Education, Member

**APPENDIX A**

	<b><u>2007-2008</u></b>	<b><u>2008-2009</u></b>	<b><u>2009-2010</u></b>
Head Custodian	\$41,940.95	\$43,618.59	\$45,363.34
Head Bus Driver	\$41,185.56	\$42,832.98	\$44,546.30
Cafeteria Manager	\$19,819.26	\$25,176.32	\$26,183.37



**SIDE LETTER OF UNDERSTANDING**

AGREEMENT made this 25 day of June, 2002 by and between the Keene Central School District, hereinafter referred to as the District, and the Keene Central School Custodial Unit, hereinafter referred to as the Unit.

WHEREAS, the District and the Unit mutually entered into a Collective Bargaining Agreement commencing on July 1, 2002 and expiring on June 30, 2007; and

WHEREAS, the Collective Bargaining Agreement sets forth health insurance benefits for retirees; and

WHEREAS, Anthony Amato, Head Custodian, at the time of his retirement, will not meet the minimum years of service requirement that would provide him with full health insurance coverage in his retirement;

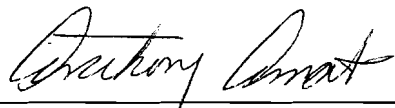
NOW THEREAFTER, the benefit of health insurance after retirement from the District for Anthony Amato, Head Custodian, shall be as follows:

1. All provisions as provided for in the Collective Bargaining Agreement shall have full force and effect under the health insurance provision; except that Mr. Amato, at the time of his retirement, shall have the school district fully pay the cost of the health insurance benefit(s) in keeping with the health insurance coverage he had before retirement for as long as he lives, in accordance with Article VII, section 2 of the Collective Bargaining Agreement.

NOW THEREAFTER, it is further agreed by and between the District and the Unit that this "Side Letter of Understanding" does not set forth any precedent in the interpretation or application of the Collective Bargaining Agreement by and between the District and the Unit.

  
\_\_\_\_\_  
FOR THE DISTRICT

  
\_\_\_\_\_  
FOR THE UNIT

\_\_\_\_\_  
Date  
  
\_\_\_\_\_  
EMPLOYEE

\_\_\_\_\_  
Date  
\_\_\_\_\_  
Date